UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

If you are or were a delivery driver employed by PJ Cheese, Inc., PJ Louisiana, Inc., PJ Chippewa, Inc., PJ Utah, LLC or Ohio Pizza Delivery Co., all doing business as "Papa Johns," between May 14, 2023, and the present, please read this notice. A collective action lawsuit may affect your rights.

A federal court authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF COLLECTIVE ACTION LAWSUIT

Re: Lawsuit Regarding Claims for Alleged Unreimbursed Expenses/Unpaid Wages

- Delivery drivers have sued PJ Cheese, Inc., PJ Louisiana, Inc., PJ Chippewa, Inc., PJ Utah, LLC and Ohio Pizza Delivery Co., all doing business as "Papa Johns" (collectively "the PJ United Companies" or "Defendants") claiming that those companies failed to fully reimburse their delivery drivers for automobile expenses, and further claiming that such under-reimbursement has reduced the net wages paid by Defendants to delivery drivers below the federal minimum wage. Defendants deny under-reimbursing any of their delivery drivers and deny that they have failed to pay their drivers in a manner consistent with applicable federal minimum wage obligations.

- The Court has authorized mailing of this notice to current and former delivery drivers who worked for the PJ United Companies in the last three (3) years.

- You have been identified as a person potentially eligible to join this lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
ASK TO BE INCLUDED	If you choose to be included in this case, you have the possibility of getting money or benefits from a trial or a settlement of the federal wage and hour claim, and you give up any rights to separately sue the Defendants about the same claim in this lawsuit. If you wish to be included, you must complete and submit the Consent to Join form at the end of this Notice by September 23, 2026.
DO NOTHING	If you choose not to join this lawsuit, you will not be affected by any judgment or settlement rendered in this lawsuit, whether favorable or unfavorable to the class.

1. Why did I get this notice?

Records show that you currently or previously worked for either PJ Cheese, Inc., PJ Louisiana, Inc., PJ Chippewa, Inc., PJ Utah, LLC or Ohio Pizza Delivery Co. as a delivery driver at some time during the three-year period preceding dissemination of this notice. The Court has authorized mailing of this notice regarding a collective action lawsuit that may affect you. You have legal rights and options that you may exercise in this case. The lawsuit is titled *Crawford & Curry v. PJ Cheese, Inc.*, *PJ Louisiana, Inc., PJ Chippewa, Inc., PJ Utah, LLC and Ohio Pizza Delivery Co.,* Case No. 4:25-cv-00063, and is filed in federal court for the Eastern District of Virginia.

2. What is this lawsuit about?

In this lawsuit, the Plaintiffs claim that the PJ United Companies failed to pay them and other similarly situated delivery drivers the minimum wage by not fully reimbursing them for automobile expenses. The Plaintiffs claims that, after deducting vehicle expenses, they and other delivery drivers were paid less than the federal minimum wage (not counting tips).

3. What is a collective action and who is involved?

In a collective action lawsuit, one or more people sue on behalf of other people who have similar claims. The delivery drivers who sued – and all those who return the attached Consent to Join form – are called the Plaintiffs. PJ Cheese, Inc., PJ Louisiana, Inc., PJ Chippewa, Inc., PJ Utah, LLC and Ohio Pizza Delivery Co. are called the Defendants. One court resolves the issues for everyone who joins the case.

4. Why is this lawsuit a collective action?

The Plaintiffs who filed this lawsuit allege there is a group of "similarly situated" current or former delivery drivers employed by the PJ United Companies.

5. What is the PJ United Companies' position?

The Defendants deny any wrongdoing or liability and vigorously contest all claims that have been asserted. The Defendants assert that delivery drivers were always paid an hourly wage at or above the federal minimum wage, as well as full vehicle reimbursements and tips.

6. Has the Court decided who is right?

The Court has not decided whether the PJ United Companies or the Plaintiffs is correct. By authorizing this notice, the Court is not suggesting that the Plaintiffs will win or lose the case.

7. What are the Plaintiffs asking for?

The Plaintiffs are seeking to recover any unpaid minimum wages, or, in other words, the difference between what they were paid and the minimum wage. The Plaintiffs also seek "liquidated damages" in an amount equal to the unpaid wages and recovery of costs and attorneys' fees.

8. Can I join this lawsuit?

You have been identified as potentially eligible to join this lawsuit. Current and former delivery drivers who worked for PJ Cheese, Inc., PJ Louisiana, Inc., PJ Chippewa, Inc., PJ Utah, LLC or Ohio Pizza Delivery Co. in the last three (3) years are eligible to join.

If you choose to join this lawsuit and are ultimately determined by the Court to be a Class Member, you will be bound by any ruling, settlement or judgment, whether favorable or unfavorable, on the claim asserted. You will also be bound by, and will share in, to the extent appropriate, any settlement of the claim that may be reached on behalf of the Class. By joining this lawsuit, you designate the named Plaintiffs as your representatives, and to the fullest extent possible, to make decisions on your behalf concerning the case, the method and manner of conducting the case, the entering of an agreement with Plaintiffs' counsel regarding payment of attorneys' fees and court costs, the approval of settlements, and all other matters pertaining to this lawsuit. While this suit is pending, you may be required to submit documents and written answers to questions and potentially to testify under oath at a deposition, hearing, or trial.

9. What happens if I do nothing at all?

If you choose not to join this lawsuit, you will not be directly affected by any ruling, judgment or settlement rendered on the claim asserted in this case, whether favorable or unfavorable. You should be aware that Fair Labor Standards Act claims are limited to a two- or three-year statute of limitations, and delay in joining this case, or proceeding separately, may result in some or all of your claims expiring as a matter of law.

10. How do I ask to be included in the case?

Enclosed is a form called "Consent to Join." If you choose to join this lawsuit, **it is extremely important that you read, sign and promptly return the Consent to Join Form.** An addressed and postage paid envelope is enclosed for your convenience. Should the enclosed envelope be lost or misplaced, return the Consent to Join Form to:

Papa Johns Litigation
c/o Finkelstein, Blankinship, Frei-Pearson &
GarOne North Broadway, Suite 900
White Plains, NY 10601

Your signed Consent to Join form must be postmarked by September 23, 2026. **If your signed Consent to Join form is not postmarked by September 23, 2026, you may be prohibited from participating in this case.**

11. Do I have a lawyer in this case?

If you choose to join this lawsuit you will be represented by Mark Potashnick of Weinhaus & Potashnick, Jeremiah Frei-Pearson of Finkelstein, Blankinship, Frei-Pearson & Garber, and by T. Reid Coploff of McGillivary Steele Elkin LLP.

12. Should I get my own lawyer?

If you choose to opt-in to the lawsuit by promptly returning a signed Consent to Join form, you do not need to hire your own lawyer because Plaintiffs' counsel will be working on your behalf. But if you want your own lawyer, you may have to pay that lawyer and will have to file your own

separate lawsuit.

13. How will the lawyers be paid?

The named Plaintiffs have entered into a contingency fee agreement with Plaintiffs' counsel, which means that if Plaintiffs do not win, there will be no attorneys' fees chargeable to you. Under the fee agreement, in the event there is a recovery, Plaintiffs' counsel will receive a percentage of any settlement obtained or money judgment entered in favor of all members of the Class. Alternatively, the Court may be asked to determine the amount of fees. The fees may be part of a settlement obtained or money judgment entered in favor of Plaintiffs, or may be ordered by the Court to be separately paid by the PJ United Companies, or may be a combination of the two. A copy of the contingency fee agreements executed by the named Plaintiffs may be obtained upon request from Plaintiffs' counsel identified below.

14. Are there more details available?

If you have any questions or require additional information, please contact any of the following individuals who are counsel to the Plaintiffs in this lawsuit:

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(844) 431-0695
jfrei-pearson@fbfglaw.com, pcui@fbfglaw.com

15. Please keep your address current.

To assist the Court and the parties in maintaining accurate lists of Class Members, you are requested to mail notice of any changes in your address to the attorneys listed. If the notice was forwarded to you by the postal service, or if it was otherwise sent to you at an address that is not current, you should immediately contact the attorneys listed above and provide them with your current address. If counsel does not have your correct address, you may not receive notice of important developments in this Action.

PLEASE DO NOT CONTACT THE COURT CLERK REGARDING THIS MATTER