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and all others similarly situated and aggrieved
14

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE
17

18 ROBERTO GONZALEZ, an individual and on
behalf of all others similarly situated,
19

20 Plaintiff,

21 v.

22 SANTA MARIA TOM'S JR., INC., a
California corporation; TOM'S JR. BURGER
INC., a California corporation; TOM'S JR. LA
23 MIRADA, INC.; a California Corporation;
SPIROS POLITIS, an individual; DIMITRIOS
24 SPATHOPOULOS, an individual; and DOES 1
through 100, inclusive,
25

26 Defendants.
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Case No. 22STCV25501 [Lead Case]
[Related to Case No. 22STCV30296]

ASSIGNED FOR ALL PURPOSES TO:
HON. ELIHU M. BERLE; DEPT.: 6

**AMENDMENT NO. 1 TO CLASS AND
PAGA SETTLEMENT AGREEMENT**

Date Action Filed: August 8, 2022
Trial Date: None Set

1 Plaintiff Roberto Gonzalez (“**Plaintiff**”) and defendants Politis Burger Corporation, Tom’s
2 Jr. Burger, Inc., and Spiros Politis (collectively, “**Defendants**”) (together with Plaintiff, the
3 “**Parties**”) agree to amend and supplement the Class and PAGA Settlement Agreement (the
4 “**Agreement**”) as set forth in this Amendment No. 1 (“**Amendment**”). The Parties, through their
5 counsel, agree that the Agreement and Amendment together constitute a binding agreement among
6 the Parties. In the event of a conflict or inconsistency between the terms of the Agreement, on the
7 one hand, and the terms of this Amendment, on the other hand, the terms of this Amendment shall
8 control. The amendments stated are incorporated in the Agreement by this reference:

9 **A. Section 1.12 of the Agreement.**

10 **Section 1.12 of the Agreement currently states as follows:**

11 Section 1.12. “**Class Period**” means the period from August 8, 2018, through the date the
12 Court grants preliminary approval of the class settlement.

13 **Section 1.12 of the Agreement is amended to state as follows:**

14 Section 1.12. “**Class Period**” means the period from August 8, 2018, through **May 15,**
15 **2024.**

16 **B. Section 1.34 of the Agreement.**

17 **Section 1.34 of the Agreement currently states as follows:**

18 Section 1.34. “**PAGA Period**” means the period from July 6, 2021, through the date the
19 Court grants preliminary approval of the class settlement.

20 **Section 1.34 of the Agreement is amended to state as follows:**

21 Section 1.34. “**PAGA Period**” means the period from July 6, 2021, through **May 15, 2024.**

22 **C. Section 1.42 of the Agreement.**

23 **Section 1.42 of the Agreement currently states as follows:**

24 Section 1.42. “**Released Class Claims**” means any and all claims, known or unknown,
25 contingent or accrued, against Defendants and the Released Parties that have been asserted against
26 Defendants, or could have been based on the facts asserted in the Operative Complaint in the Action,
27 including, without limiting the foregoing: claims for failing to accurately track and/or pay for all
28 minutes worked, including for time spent performing pre-shift, post-shift, and other off-the-clock

1 work, donning and doffing, attending off-the-clock company meetings; undergoing security
2 screenings or temperature checks, and waiting in line to clock in; detrimental rounding and
3 manipulation or editing of employee time entries; failure to pay split-shift premiums; failure to pay
4 reporting time pay; failure to pay all overtime wages; failure to pay all minimum wages; failure to
5 include all forms of remuneration in employees' regular rate of pay; failure to pay all wages owed;
6 failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or
7 additional pay in lieu thereof; preventing employees from taking cooldown rest periods or additional
8 pay in lieu thereof; failure to reimburse for all necessary business expenses; failure to reimburse
9 deposits made, including uniform deposit; failure to timely pay wages upon separation; failure to
10 maintain accurate timekeeping and pay records; failure to furnish employment records upon request;
11 failure to provide notice of material terms of employment; failure to timely pay wages owed during
12 employment; failure to pay all vacation wages; inaccurate itemized wage statements; and claims for
13 violation of California Business and Professions Code § 17200, *et seq.*

14 **Section 1.42 of the Agreement is amended to remove the language “or unknown” and**
15 **now state as follows:**

16 Section 1.42. “**Released Class Claims**” means any and all claims, known ~~or unknown~~,
17 contingent or accrued, against Defendants and the Released Parties that have been asserted against
18 Defendants, or could have been based on the facts asserted in the Operative Complaint in the Action,
19 including, without limiting the foregoing: claims for failing to accurately track and/or pay for all
20 minutes worked, including for time spent performing pre-shift, post-shift, and other off-the-clock
21 work, donning and doffing, attending off-the-clock company meetings; undergoing security
22 screenings or temperature checks, and waiting in line to clock in; detrimental rounding and
23 manipulation or editing of employee time entries; failure to pay split-shift premiums; failure to pay
24 reporting time pay; failure to pay all overtime wages; failure to pay all minimum wages; failure to
25 include all forms of remuneration in employees' regular rate of pay; failure to pay all wages owed;
26 failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or
27 additional pay in lieu thereof; preventing employees from taking cooldown rest periods or additional
28 pay in lieu thereof; failure to reimburse for all necessary business expenses; failure to reimburse

1 deposits made, including uniform deposit; failure to timely pay wages upon separation; failure to
2 maintain accurate timekeeping and pay records; failure to furnish employment records upon request;
3 failure to provide notice of material terms of employment; failure to timely pay wages owed during
4 employment; failure to pay all vacation wages; inaccurate itemized wage statements; and claims for
5 violation of California Business and Professions Code § 17200, *et seq.*

6 **D. Section 4.3 of the Agreement.**

7 **Section 4.3 of the Agreement currently states as follows:**

8 Section 4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross
9 Settlement Amount in two (2) equal installments of \$215,000.00 and the amounts necessary to fully
10 pay Defendants' share of payroll taxes. The first installment shall be paid within ninety (90) days
11 following the Final Approval, assuming the Effective Date has occurred. The second installment
12 and the amounts necessary to fully pay Defendants' share of payroll taxes shall be paid no later than
13 six (6) months after the first installment, provided the Effective Date has occurred. The Gross
14 Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes shall
15 be paid by transmitting these funds to the Administrator within or no later than the aforementioned
16 period or date.

17 **Section 4.3 of the Agreement is amended to state as follows:**

18 Section 4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross
19 Settlement Amount, including the amounts necessary to fully pay Defendants' share of payroll taxes,
20 within ninety (90) days following Final Approval, assuming the Effective Date has occurred.

21 **E. Section 8.1 of the Agreement.**

22 **Section 8.1 of the Agreement currently states as follows:**

23 Section 8.1. Increase in Workweeks. The Settlement is based on the Parties' assumption
24 that, based on Defendants' records, there were approximately 15,000 combined Workweeks at the
25 Compton Location and Slauson Location in the period from August 8, 2018, through March 19,
26 2024. In the event the number of Workweeks increases by more than 10% during the Class Period,
27 Defendants shall have the option either to: (a) pay a proportional increase in the Gross Settlement
28 Amount for each additional Workweek over 16,500; or (b) modify the end date of the Class Period

1 to the date the number of Workweeks reaches 16,500. Thus, for example, should the number of
2 Workweeks in the Class Period be 11% higher than 15,000, or 16,650, then Defendants shall have
3 the option either to (a) pay a Gross Settlement Amount that is 1% higher than the originally agreed-
4 upon Gross Settlement Amount, or \$434,300.00; or (b) modify the end date of the Class Period to
5 the date the number of Workweeks reaches 16,500.

6 **Section 8.1 of the Agreement is amended to state as follows:**

7 Section 8.1. Increase in Workweeks. The Settlement is based on the Parties' assumption
8 that, based on Defendants' records, there were approximately 15,000 combined Workweeks at the
9 Compton Location and Slauson Location in the period from August 8, 2018, through March 19,
10 2024. In the event the number of Workweeks increases by more than 10% during the Class Period,
11 Defendants shall have the option either to: (a) pay a proportional increase in the Gross Settlement
12 Amount for each additional Workweek over 16,500; or (b) modify the end date of the Class Period
13 to the date the number of Workweeks reaches 16,500. Thus, for example, should the number of
14 Workweeks in the Class Period be 11% higher than 15,000, or 16,650, then Defendants shall have
15 the option either to (a) pay a Gross Settlement Amount that is 1% higher than the originally agreed-
16 upon Gross Settlement Amount, or \$434,300.00; or (b) modify the end date of the Class Period to
17 the date the number of Workweeks reaches 16,500. **The number of workweeks during the Class**
18 **Period exceeds 16,500 workweeks after May 15, 2024. Thus, Defendants have elected to exercise**
19 **Option (b) in Section 8.1, and have chosen to end the Class Period and PAGA Period on May 15,**
20 **2024—the date on which the number of Workweeks does not exceed 16,500.**

21 **F. Exhibit A to the Agreement.**

22 Exhibit A that is referenced in and attached to the Agreement (the "Class Notice") is hereby
23 replaced by the "Amended Class Notice" attached to this Amendment as Exhibit A. The Amended
24 Class Notice incorporates the aforementioned changes. That is, the Amended Class Notice: (1)
25 specifies that the Class Period and PAGA Period both run through May 15, 2024; (2) removes the
26 "or unknown" language from the definition of "Released Class Claims"; and (3) conforms the
27 definition of "PAGA Released Claims" in the Amended Class Notice to the Settlement Agreement.

28 **IT IS SO AGREED:**

1 Dated: December 16, 2025

RUTAN & TUCKER, LLP
EDSON K. MCCLELLAN
PETER HERING
JONAS TREVETHAN

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By: _____
Peter Hering
Attorneys for Defendants
POLITIS BURGER CORPORATION,
TOM'S JR. BURGER, INC., and SPIROS
POLITIS

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8 Dated: December 16, 2025

BIBIYAN LAW GROUP, P.C.

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By: Vedang J. Patel
Vedang J. Patel
Attorneys for Plaintiff ROBERTO
GONZALEZ on behalf of himself and all
others similarly situated

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