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14 and all others similarly situated and aggrieved

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
19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

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

26 Defendants.
27
28

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

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

**DECLARATION OF JONAS TREVETHAN
IN SUPPORT OF PLAINTIFF'S AMENDED
MOTION FOR PRELIMINARY
APPROVAL**

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

DECLARATION OF JONAS TREVETHAN

I, Jonas Trevethan, declare as follows:

1. I am an attorney at the law firm of Rutan & Tucker, LLP, counsel of record for defendants Politis Burger Corporation, Tom’s Jr. Burger, Inc., and Spiros Politis (“Defendants”) in this action. I am a member in good standing of the State Bar of California. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. I attended the hearing on October 10, 2025 concerning the unopposed motion by plaintiff Roberto Gonzalez (“Plaintiff”) preliminary approval of the Parties’ Class Action and PAGA Settlement Agreement (the “Agreement”). During the hearing, the Court addressed perceived issues with the Agreement and instructed the Parties to: (1) specify a cut-off date for the class and PAGA Period; (2) submit a declaration supporting the payment plan mentioned in Section 4.3 of the Agreement; (3) revise the “Released Claims” definition in Section 1.42 of the Agreement to remove the “or unknown” language; (4) revise the settlement notice to match these changes; (5) submit a declaration by either side’s counsel specifying the changes made to the Agreement and including a redline copy of the Agreement; and (6) submit the amended approval paperwork by December 10, 2025.

3. For settlement purposes, the Parties worked together to address the Court’s concerns. Specifically, the Parties drafted an Amendment No. 1 to the Agreement (“Amendment”), a true and accurate copy of which is attached hereto as Exhibit 1. For readability purposes, the **red** text in Exhibit 1 highlights the changes made to the Agreement by the Amendment. The changes made to the Agreement are also summarized below:

a. The Amendment revised the definition of “Class Period” in Section 1.12 of the Agreement, such that “Class Period” is now defined as: “the period from August 8, 2018, through May 15, 2024.”

b. The Amendment revised the definition of “PAGA Period” in Section 1.34 of the Agreement, such that “PAGA Period” is now defined as: “the period from July 6, 2021 through May 15, 2024.”

1 c. The Amendment removed the “or unknown” language from the definition of
2 “Released Class Claims” found in Section 1.42 of the Agreement. The revised “Released Class
3 Claims” definition in Section 1.42 of the Agreement, such that “Released Class Claims” means “any
4 and all claims, known, contingent or accrued, against Defendants and the Released Parties that have
5 been asserted against Defendants, or could have been based on the facts asserted in the Operative
6 Complaint in the Action, including, without limiting the foregoing: claims for failing to accurately
7 track and/or pay for all minutes worked, including for time spent performing pre-shift, post-shift,
8 and other off-the-clock work, donning and doffing, attending off-the-clock company meetings;
9 undergoing security screenings or temperature checks, and waiting in line to clock in; detrimental
10 rounding and manipulation or editing of employee time entries; failure to pay split-shift premiums;
11 failure to pay reporting time pay; failure to pay all overtime wages; failure to pay all minimum
12 wages; failure to include all forms of remuneration in employees’ regular rate of pay; failure to pay
13 all wages owed; failure to provide meal periods or additional pay in lieu thereof; failure to provide
14 rest breaks or additional pay in lieu thereof; preventing employees from taking cooldown rest
15 periods or additional pay in lieu thereof; failure to reimburse for all necessary business expenses;
16 failure to reimburse deposits made, including uniform deposit; failure to timely pay wages upon
17 separation; failure to maintain accurate timekeeping and pay records; failure to furnish employment
18 records upon request; failure to provide notice of material terms of employment; failure to timely
19 pay wages owed during employment; failure to pay all vacation wages; inaccurate itemized wage
20 statements; and claims for violation of California Business and Professions Code § 17200, *et seq.*”

21 d. The Amendment revised Section 4.3 of the Agreement to specify that
22 Defendants shall fund the Gross Settlement Amount on a single date, rather than in two installments.
23 Section 4.3 now reads: “Section 4.3. Funding of Gross Settlement Amount. Defendants shall fund
24 the Gross Settlement Amount, including the amounts necessary to fully pay Defendants’ share of
25 payroll taxes, within ninety (90) days following Final Approval, assuming the Effective Date has
26 occurred.”

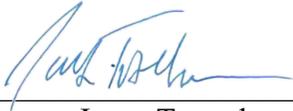
27 e. The Amendment revised Section 8.1 of the Agreement to add the following
28 language immediately after the original language in Section 8.1: “The number of workweeks during

1 the Class Period exceeds 16,500 workweeks after May 15, 2024. Thus, Defendants have elected to
2 exercise Option (b) in Section 8.1, and have chosen to end the Class Period and PAGA Period on
3 May 15, 2024—the date on which the number of Workweeks does not exceed 16,500.”

4 f. The Amendment replaced the Exhibit A that is referenced in and attached to
5 the Agreement (the “Class Notice”) with an “Amended Class Notice” (attached as Exhibit A to the
6 Amendment). The Amended Class Notice incorporates the aforementioned changes. That is, the
7 Amended Class Notice: (1) specifies that the Class Period and PAGA Period both run through May
8 15, 2024; (2) removes the “or unknown” language from the definition of “Released Class Claims”;
9 and (3) conforms the definition of “PAGA Released Claims” to the Settlement Agreement.

10 Executed December 16, 2025, at Turlock, California.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct.

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14 _____
Jonas Trevethan

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Exhibit 1

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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.
27
28

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

2
3
4 By: _____


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

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6
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8 Dated: December 16, 2025

BIBIYAN LAW GROUP, P.C.

9 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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Exhibit A

**FIRST AMENDED NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Gonzalez v. Santa Maria Tom's Jr., Inc., et al.

(California Superior Court for the County of Los Angeles, Case No. 22STCV25501)

As a current or former non-exempt, hourly-paid California employee of Politis Burger Corporation, Tom's Jr. Burger, Inc., and Spiros Politis ("Defendants"), you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class and Representative Action Settlement because the records of Politis Burger Corporation, Tom's Jr. Burger, Inc., and Spiros Politis ("Defendants"), show that you are a "Class Member" and, therefore, entitled to a payment from this class action settlement. A Class Member is anyone who was employed by Politis Burger Corporation, Tom's Jr. Burger, Inc., and Spiros Politis ("Defendants") in the State of California, as a non-exempt, hourly-paid employee at any time during the period from August 8, 2018 through May 15, 2024, at either the Compton Location or the Slauson Location.

- The settlement is to resolve a class and representative action lawsuit, *Gonzalez v. Santa Maria Tom's Jr., Inc., et al.* pending in the Superior Court of California for the County of Los Angeles, Case Number 22STCV25501 (the "Lawsuit"), which alleges that Defendants: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate wage statements; (7) failed to indemnify for business expenses; and (8) engaged in unfair competition within the meaning of Business and Professions Code section 17200. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act ("PAGA").
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class and representative action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from July 6, 2021 through May 15, 2024 ("PAGA Period"), as a non-exempt, hourly-paid employee of Defendants, as well, then you will be deemed

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	<p>an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED], 202_ at [REDACTED]:[REDACTED] .m. in Department 6 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.</p>

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED]:[REDACTED] .m, on [REDACTED], 202_, in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 6. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Defendants as hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class and representative action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Roberto Gonzalez was a non-exempt, hourly-paid employee of Defendants. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendants’ alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation from employment, failure to issue accurate wage statements, failure to indemnify for business expenses, and unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act (“PAGA”).

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendants deny all the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class and representative action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$430,000.00. The Gross Settlement Amount includes: (1) administration costs of up to \$ [REDACTED]; (2) Class Representative Service Payment of up to \$7,500.00 to plaintiff Roberto Gonzalez for his time and effort in pursuing this case, and in exchange for a broader release of claims against Defendants; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which amounts to \$150,500.00; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$15,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$5,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in hourly-paid, non-exempt positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$5,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendants' records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [REDACTED] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the *cy pres* recipient, Legal Aid at Work, for use in Los Angeles County.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Class Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Class Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Released by Class Members: Effective upon entry of Judgment, the Order granting Final Approval of the Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, each Participating Class Member will release, for the duration of the Class Period, any and all claims, known, contingent or accrued, against the Released Parties, that have been asserted against Defendants, or could have been based on the facts asserted in the Operative Complaint, including, without limiting the foregoing: claims for failing to accurately track and/or pay for all minutes worked, including for time spent performing pre-shift, post-shift, and other off-the-clock work, donning and doffing, attending off-the-clock company meetings; undergoing security screenings or temperature checks, and waiting in line to clock in; detrimental rounding and manipulation or editing of employee time entries; failure to pay split-shift premiums; reporting time pay; failure to pay all overtime wages; failure to pay all minimum wages; failure to include all forms of remuneration in employees’ regular rate of pay; failure to pay all wages owed; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; preventing employees from taking cooldown rest periods or additional pay in lieu thereof; failure to reimburse for all necessary business expenses; failure to reimburse deposits made, including uniform deposit; failure to timely pay wages upon separation; failure to maintain accurate timekeeping records; failure to furnish employment records; failure to provide notice of material terms of employment; failure to timely pay wages owed during employment; failure to pay all vacation wages; inaccurate itemized wage statements; and claims for violation of California Business and Professions Code § 17200, *et seq.* (“Released Class Claims”)

Release by Aggrieved Employees: Effective upon entry of Judgment, the Order granting Final Approval of the Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Each Aggrieved Employee will release, for the duration of the PAGA Period, all claims for civil penalties under PAGA asserted against Defendants in the Operative Complaint and PAGA Notices, or that could have been based on the facts asserted in the Operative Complaint and PAGA Notices, including, but not limited to, the claims described above as part of the Class Release for purposes of civil penalties, as well as: preventing employees from using or disclosing the skills, knowledge, and experience they obtained from Defendants for purposes of competing with Defendants; preventing employees from disclosing violations of state and federal law; preventing employees from engaging in lawful conduct during non-work hours; failure to furnish and use safety devices and safeguards; failure to provide and maintain a healthy and safe work environment; failure to give sufficient and proper notice of COVID-19 exposure and maintain records relating to the same; failure to provide adequate and readily accessible sanitation facilities, cleaning schedules, an adequate number of cleansing agents, and a sufficient number of toilets

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

to be used; requiring employees to unlawfully waive protections of the FEHA or the Labor Code; failure to provide one day's rest in seven; failure to provide suitable seating; failure to provide paid sick leave and COVID-19 supplemental sick leave; unlawful background checks; unlawful deductions; and unlawful reliance on applicants' salary history ("Released PAGA Claims"). The Released Class Claims and the Released PAGA Claims shall hereinafter be collectively referred to as "Released Claims."

"Released Parties" means Defendants and their current and former parents, predecessors or successors, holding companies, affiliated companies, entities, owners (including Spiros Politis and Elizabeth Politis), shareholders, members, partners, officers, directors, managers, employees, insurers and agents. The Released Parties expressly excludes Konstantinos Politis and Sofia Politis, as well any affiliated entities of either, who are believed to own and operate the "Florence Location" located at 953 West Florence Avenue, Los Angeles, 90044.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Class Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, the last four (4) digits of your Social Security Number, your address, email address or telephone number, your signature, and the following statement: "Please exclude me from the Settlement Class in the *Roberto Gonzalez v. Santa Maria Tom's Jr., Inc., et al.* matter" or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date and mail your written request for exclusion to the address below.

[Redacted]
[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [Redacted], 202_.

The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, telephone number, the last four (4) digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and the reason(s) for the Objection, along with whatever legal authority, if any, you assert in support of the Objection. Your written objection must be mailed to the Administrator no later than [Redacted], 202_. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____, 202_ at [REDACTED]:[REDACTED] .m. in the Department 6 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/remoteppearance/>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class and Representative Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 6 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at "<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>".

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]