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Attorneys for Plaintiff,  
on behalf of himself and all others similarly situated  
and aggrieved

**FILED**  
Superior Court of California  
County of Los Angeles  
**02/06/2026**  
David W. Slayton, Executive Officer / Clerk of Court  
By:                     P. Herrera                     Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

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

Plaintiff,

v.

SANTA MARIA TOM’S JR., INC., a  
California corporation; TOM’S JR. BURGER  
INC., a California corporation; TOM’S JR. LA  
MIRADA, INC., a California corporation;  
SPIROS POLITIS, an individual;  
DIMITRIOS SPATHOPOLOUS, an  
individual,

Defendants.

CASE NO.: 22STCV25501

[Assigned to the Hon. Elihu M. Berle in  
Dept. 6]

~~PROPOSED~~ **ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT AND CERTIFYING  
CLASS FOR SETTLEMENT PURPOSES  
ONLY**

1 This Court, having considered the Motion of plaintiff Roberto Gonzalez (“Plaintiff”) for  
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class  
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations  
4 of David D. Bibiyan, Roberto Gonzalez, and Sean Hartranft, the Class and PAGA Action Settlement  
5 Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the proposed Notice of  
6 Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other  
7 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**  
8 **ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference  
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement  
12 Class Members,” “Class Members”) for the purpose of settlement only: anyone who was employed  
13 by Defendants in the State of California, as a non-exempt, hourly-paid employee at any time during  
14 the period from August 8, 2018 through May 15, 2025, at either the Compton Location or the  
15 Slauson Location.

16 3. The Court preliminarily appoints the named plaintiff Roberto Gonzalez (“Plaintiff”) as  
17 Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as  
18 Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and  
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be  
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the  
24 probable outcome of further litigation relating to liability and damages issues. It further appears that  
25 extensive and costly investigation and research has been conducted such that counsel for the parties  
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court  
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the  
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length  
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted  
4 herewith and attached hereto as Exhibit 1.

5 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to  
6 the Class Members in accordance with the procedures set forth in the Settlement Agreement and  
7 herein. The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement  
8 complies with the requirements of law and appears to be the best notice practicable under the  
9 circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross  
11 Settlement Amount of \$430,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent  
12 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts  
13 to \$150,500.00, in addition to actual costs incurred of up to \$30,000.00; service award of up to  
14 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$7,500.00 and Private  
15 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$20,000.00, of which  
16 \$15,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and  
17 \$5,000.00 (25%) to "Aggrieved Employees," defined as anyone who was employed by Defendants  
18 in the State of California, as a non-exempt, hourly-paid employee at any time during the PAGA  
19 Period, at either the Compton Location or the Slauson Location. The PAGA Period is the period  
20 from July 6, 2021, through May 15, 2024.

21 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll  
22 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross  
23 Settlement Amount.

24 9. Class Member's "Workweek" shall mean any week during which a Class Member or  
25 an Aggrieved Employee worked for Defendants for at least one day in a non-exempt, hourly-paid  
26 position during the Class Period in California, based on Defendants' pay records.

27 10. The Settlement is based on the Parties' assumption that, based on Defendants'  
28 records, there were approximately 15,000 combined Workweeks at the Compton Location and

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

13 11. The Court deems Apex Class Action, LLC (“Apex” or “Settlement Administrator”),  
14 the settlement administrator, and preliminarily approves payment of administrative costs, not to  
15 exceed \$7,500.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf  
16 of the class.

17 12. Not later than February 2, 2026, Defendant will deliver the Class Data to the  
18 Administrator in the form of a Microsoft Excel spreadsheet. “Class Data” means Class Member’s  
19 identifying information in Defendant’s possession including the Class Member’s name, last-known  
20 mailing address, Social Security number, hire dates, termination dates (as applicable) and re-hire  
21 dates (as applicable), and number of workweeks during the Class Period and number of Pay Periods  
22 during the PAGA Period.

23 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class  
24 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,  
25 and restrict access to the Class Data to Administrator’s employees who need access to the Class  
26 Data to effect and perform under this Agreement.

27 14. Before mailing Class Notices, the Administrator shall update Class Members’ addresses  
28 using the National Change of Address database.

1           15.           Using best efforts to perform as soon as possible, and in no event later than February  
2 24, 2026, the Administrator will send to all Class Members identified in the Class Data, via first-  
3 class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation,  
4 substantially in the form attached to this Agreement as Exhibit “A.”

5           16.           "Response Deadline" means the last date on which Class Members may: (a) mail  
6 Requests for Exclusion from the Settlement, (b) mail his or her Objection to the Settlement, and/or  
7 submit any workweek dispute. The Response Deadline is April 24, 2026.

8           17.           Before the date by which Plaintiff is required to file the Motion for Final Approval  
9 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed  
10 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its  
11 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class  
12 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,  
13 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
14 number of written objections and attach the Exclusion List.

15           18.           Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
16 must send the Administrator, by mail, a signed written Request for Exclusion not later than the  
17 Response Deadilne. A Request for Exclusion is a letter from a Class Member or his/her  
18 representative that reasonably communicates the Class Member’s election to be excluded from the  
19 Settlement and includes the Class Member’s name, address, and email address or telephone number.  
20 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

21           19.           Every Class Member who does not submit a timely and valid Request for Exclusion  
22 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and  
23 bound by all terms and conditions of the Settlement, including the Participating Class Members’  
24 Releases under the Agreement, regardless of whether the Participating Class Member actually  
25 receives the Class Notice or objects to the Settlement.

26           20.           Only Participating Class Members may object to the class action components of the  
27 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
28 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment

1 and/or Class Representative Service Payment. Participating Class Members may send written  
2 objections to the Administrator by mail. In the alternative, Participating Class Members may appear  
3 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval  
4 Hearing.

5 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the  
6 Request for Exclusion will control, and the Objection will be disregarded.

7 22. Each Class Member shall until the Response Deadline to challenge the number of  
8 Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.  
9 The Class Member may challenge the allocation by communicating with the Administrator via mail.

10 23. Defendants shall fund the Gross Settlement Amount , including the amounts  
11 necessary to fully pay Defendants’ share of payroll taxes within ninety (90) days following Final  
12 Approval, assuming the Effective Date has occurred.

13 24. All papers filed in support of final approval, including supporting documents for  
14 attorneys’ fees and costs, shall be filed by March 24, 2026

15 25. A Final Approval Hearing shall be held with the Court on May 27, 2025 at 9:00 a.m.  
16 in Department 6 of the above-entitled Court to determine: (1) whether the proposed settlement is  
17 fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of  
18 attorneys’ fees and costs to be awarded to Class Counsel; (3) the amount of service award to the  
19 Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount  
20 to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

21  
22 **IT IS SO ORDERED.**



**Elihu M. Berle**

23 Dated: 02/06/2026  
24 \_\_\_\_\_

Elihu M. Berle / Judge  
Judge of the Superior Court

# **EXHIBIT 1**

**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 January 13, 2026, 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, Apex Class Action, LLC 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 May 27, 2026, at 9:00 a.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 9:00 a.m. on May 27, 2026 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 \$7,500.00; (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 April 24, 2026. 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, CASA of Los Angeles, 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

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

sanitation facilities, cleaning schedules, an adequate number of cleansing agents, and a sufficient number of toilets 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.

Apex Class Action LLC

[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than April 24, 2026.

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 April 24, 2026. 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.

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.

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

### **Final Approval Hearing**

You may, if you wish, appear at the Final Approval Hearing set for May 27, 2026 at 9:00 a.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:

#### **BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

*david@tomorrowlaw.com*

Vedang J. Patel (SBN 297296)

*vedang@tomorrowlaw.com*

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

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]**

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On January 30, 2026, I caused a true and correct copy of the foregoing document(s) described as **PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

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**ATTORNEYS FOR DEFENDANT SANTA MARIA TOM’S JR., INC., SPIROS POLITIS and TOM’S JR. BURGER INC.**

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

Executed on January 30, 2026, at Los Angeles, California.

/s/ Jennifer Echeverria  
Jennifer Echeverria