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**FILED**  
Superior Court of California  
County of Los Angeles  
**NOV 16 2020**  
Sherril R. Carter, Executive Officer/Clerk  
By *[Signature]* Deputy  
Marisela Fregoso

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

FERNANDO BONOLA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

SOCAL JIB FOOD MANAGEMENT, INC., a California corporation, doing business as JACK IN THE BOX; SB FOOD EXPRESS, INC., a California corporation, doing business as JACK IN THE BOX; and DOES 1 through 100, inclusive,

Defendants.

**Case Number: BC 690994**

[Assigned for all purposes to the Honorable Elihu M. Berle, Dept. 6]

**~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND SETTING A FINAL APPROVAL HEARING**

[Complaint filed: January 19, 2018]

11/18/2020  
11/16/2020

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the Superior  
2 Court of the State of California, for the County of Los Angeles, on November 16, 2020 at 10:00  
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement, with Aequitas  
4 Legal Group appearing as counsel for Plaintiff Fernando Bonola ("Plaintiff"), as individuals and on  
5 behalf of all others similarly situated and other aggrieved employees, and Clark Hill LLP appearing  
6 as counsel for Defendants SoCal JIB Food Management, Inc. and SB Food Express, Inc.  
7 ("Defendants").

8 The Court has considered the moving and supporting papers, argument of counsel, and all  
9 other papers filed in this action, and good cause appearing, hereby GRANTS Plaintiff's Motion for  
10 Preliminary Approval of Class Action Settlement.

11 **NOW THEREFORE, IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Revised Joint Stipulation and Agreement for  
13 Class and Representative Action Settlement and Release ("Stipulation"), attached as "EXHIBIT A"  
14 to the November 6, 2020 Supplemental Brief in Support of Plaintiff's Motion for Preliminary  
15 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement  
16 falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Stipulation, and all  
18 defined terms contained herein shall have the same meanings as set forth in the Stipulation.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,  
20 and reasonable. It appears to the Court that extensive investigation and research have been  
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their  
22 respective positions. It further appears to the Court that the Stipulation, at this time, will avoid  
23 substantial additional costs by all parties, as well as avoid the delay and risks that would be presented  
24 by the further prosecution of the Action. It further appears that the Stipulation has been reached as  
25 the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in  
26 good faith.

27 4. The Class Representative and Defendants, through their counsel of record in the  
28 Action, have reached an agreement to settle the Action on behalf of the Class as a whole.

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1           5.     The Court hereby conditionally certifies the following Class for  
2 settlement purposes only: The Class: All current and former hourly-paid or non-exempt  
3 employees of Defendants in California, at any time from January 19, 2014 up to and  
4 including April 29, 2020.

5           6.     Should for whatever reason the Stipulation and Judgment not become a final  
6 Judgment, the fact that the parties were willing to stipulate to certification of a class as part of the  
7 Stipulation shall have no bearing on, or be admissible in connection with, the Action or the issue of  
8 whether a class should be certified in the Action in a non-settlement context.

9           7.     The Court appoints and designates: (a) Plaintiff Fernando Bonola as the Class  
10 Representative and (b) Ronald H. Bae and Olivia Scharrer of Aequitas Legal Group as Class  
11 Counsel for the Class ("Class Counsel").

12           8.     The Court concludes that, for settlement purposes only, the Class meets the  
13 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
14 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
15 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
16 community of interest amongst the members of the Class with respect to the subject matter of the  
17 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) the Plaintiff  
18 will fairly and adequately protect the interests of the members of the Class; (e) a class action is  
19 superior to other available methods for the efficient adjudication of the controversy; and (f) Class  
20 Counsel is qualified to act as counsel for the Plaintiff in his individual capacity and as representative  
21 of the Class.

22           9.     The Court hereby preliminary approves the terms and conditions provided for in the  
23 Stipulation.

24           10.    The Court hereby preliminarily approves the Stipulation, the total Gross Settlement  
25 Amount in the amount of \$1,000,000, ~~and the allocations of the following amounts from the Gross~~  
26 Settlement Amount, (a) \$7,500 for the Class Representative for his services to the Class; (b) payment  
27 to the Settlement Administrator for the Administration Expenses, which are expected not to exceed  
28 \$50,000; (c) \$50,000 for penalties pursuant to the Private Attorney General Act, California Labor

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CLERK OF COURT  
SUPERIOR COURT  
SANTA ANA COUNTY  
CALIFORNIA

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1 ~~Code sections 2698, et seq., of which \$37,500 shall be paid to the Labor and Workforce~~  
2 ~~Development Agency and \$12,500 shall remain a part of the Net Settlement Amount; and (d) a total~~  
3 ~~of up to \$333,333.33 to Class Counsel for attorneys' fees and a total of up to \$30,000 for~~  
4 ~~reimbursement of Class Counsel's actual litigation costs and expenses incurred.~~ The Court further  
5 hereby preliminarily approves the Net Settlement Amount and the formulas provided in the  
6 Stipulation regarding the Individual Settlement Amounts.

7 11. The Court finds on a preliminary basis that the Stipulation appears to be within the  
8 range of reasonableness of a settlement, including the amount of the PAGA Payment, Class  
9 Representative Service Award, Class Counsel's attorneys' fees and costs, the Administration  
10 Expenses, and the allocation of payments to the Settlement Class Members, that could ultimately be  
11 given final approval by this Court. It appears to the Court on a preliminary basis that the Stipulation  
12 is fair, adequate, and reasonable as to all potential Class Members when balanced against the  
13 probable outcome of further litigation relating to liability and damages issues. It also appears that  
14 extensive and costly investigation, research, and mediation proceedings have been conducted so that  
15 counsel for the Settling Parties are able to reasonably evaluate their respective positions. It appears  
16 to the Court that settlement at this time will avoid substantial additional costs by all Settling Parties,  
17 as well as avoid the delay and risks that would be presented by the further prosecution of the Action.  
18 It also appears that the Stipulation has been reached as a result of intensive, serious, and non-  
19 collusive arms-length negotiations.

20 12. The Final Approval Hearing shall be held before this Court on March 8, 2021 at 9:00  
21 a.m. in Department 6 of the Superior Court of the State of California, County of Los Angeles, Spring  
22 Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012 to determine all  
23 necessary matters concerning the Stipulation, including whether the proposed settlement of the  
24 action on the terms and conditions provided for in the Stipulation is fair, adequate and reasonable  
25 and should be finally approved by the Court and whether a Judgment, as provided in the Stipulation,  
26 should be entered herein; whether the plan of allocation contained in the Settlement should be  
27 approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally  
28 approve the requests for Attorneys' Fees and Costs, Service Award, Administration Expenses, and

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1 PAGA Payment.

2 13. Class Counsel shall file a motion for final approval of the Settlement and for  
3 Attorneys' Fees and Costs, Service Award, and Administration Expenses along with the appropriate  
4 declarations and supporting evidence by January 8, 2021 to be heard at the Final Approval Hearing.  
5 The Settlement Administrator's declaration regarding the results of the notice administration shall  
6 be filed by February 26, 2021.

7 14. The Court hereby approves, as to form and content, the Notice of Proposed Class  
8 Action Settlement and Hearing Date for Court Approval ("Class Notice"), and the Opt-Out Form  
9 (which are attached hereto as "EXHIBIT 1" and "EXHIBIT 2") to be sent to the Class Members.  
10 The Court finds that the Class Notice appears to fully and accurately inform the Class Members of  
11 all material elements of the Settlement, of the Class Members' right to be excluded from the  
12 Settlement by submitting a Request for Exclusion, of the Class Members' right to dispute the  
13 Workweeks credited to him or her by submitting a Shift Dispute, and of each Settlement Class  
14 Member's right and opportunity to object to the Settlement by submitting an Objection. The Court  
15 finds that distribution of the Class Notice to Class Members substantially in the manner and form  
16 set forth in the Stipulation and this Class Notice meets the requirements of due process and shall  
17 constitute due and sufficient notice to all parties entitled thereto.

18 15. The Court appoints and designates CPT Group, Inc. as the Settlement Administrator  
19 ("CPT" or "Settlement Administrator"). Defendants shall provide the Class List to the Settlement  
20 Administrator by November 24, 2020.

21 16. The Court hereby directs the Settlement Administrator to mail the approved Class  
22 Notice to the Class Members by December 8, 2020.

23 17. Any Class Member may choose to opt out of, and be excluded from, the settlement  
24 as provided in the Stipulation, by following the instructions set forth in the Class Notice, for  
25 requesting exclusion. Any person who timely and properly opts out of the Stipulation will not be  
26 bound by the Stipulation or have any right to object, appeal, or comment thereon. Any Opt Out  
27 request must be in writing ("Request for Exclusion"), clearly state that the Class Member wishes  
28 to be excluded from the settlement of the Action, and be signed by each such Class Member opting

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1 out, and must otherwise comply with the requirements delineated in the Stipulation and Class  
2 Notice. Class Members who have not requested exclusion by submitting a proper and timely  
3 Request for Exclusion that is postmarked no later than the Response Deadline (which is February  
4 8, 2021), shall be bound by all determinations of the Court, the Settlement, and Judgment.

5 18. In the event the Settlement does not become effective in accordance with the terms  
6 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled  
7 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
8 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
9 Settlement Agreement.

10 19. The Court reserves the right to adjourn or continue the date of the Final Approval  
11 Hearing and all dates provided for in the Stipulation without further notice to the Class, and retains  
12 jurisdiction to consider all further applications arising out of or connected with the Stipulation.

13  
14 **IT IS SO ORDERED.**

15  
16 DATED: Nov 16, 2020

17   
18 HONORABLE ELIHU M. BERLE  
19 JUDGE OF THE SUPERIOR COURT OF  
20 THE STATE OF CALIFORNIA

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**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
**& HEARING DATE FOR COURT APPROVAL**

*Fernando Bonola v. SoCal JIB Food Management, Inc. and SB Food Express, Inc.*  
Superior Court of California, County of Los Angeles  
Case No. BC690994

**To: All current and former hourly-paid or non-exempt employees of Defendant SoCal JIB Food Management, Inc. and/or Defendant SB Food Express, Inc. (hereinafter "Defendants") in California, at any time from January 19, 2014 up to and including April 29, 2020.**

**THIS NOTICE MAY AFFECT YOUR RIGHTS.**  
**PLEASE READ IT CAREFULLY.**

**You are receiving this notice because Defendants' records indicate that you may be entitled to participate in this class action settlement.**

The following recitation does not constitute the findings of the Court. Defendants adamantly deny any and all liability. This Notice should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

***I. WHY IT IS IMPORTANT TO READ THIS NOTICE:***

The Superior Court of the State of California for the County of Los Angeles (the "Court") has granted preliminary approval to a proposed Settlement (defined below) of a class action lawsuit and representative action regarding wage and hour claims of all persons who have been, or currently are, employed by Defendants as hourly-paid or non-exempt employees at any time from January 19, 2014 up to and including April 29, 2020 ("Class Period").

Because your rights may be affected by the Settlement (defined below), it is important that you read this notice carefully. Defendants' records show that you were employed by one or more of the Defendants in California, sometime from January 19, 2014 up to and including April 29, 2020. Therefore, you are a "Class Member" in this lawsuit.

The purpose of this Notice is to provide you with a brief description of the class action lawsuit and representative action, what investigation of the claims has taken place, to inform you of the terms of the proposed Settlement (defined below) and to discuss your rights and options in connection with the lawsuit and the Settlement (defined below).

***II. WHAT THE CASE IS ABOUT:***

A former employee made a claim against Defendants alleging that certain of Defendants' wage and hour practices violated California law.

The claims affect all current and former hourly-paid or non-exempt employees of Defendants in California, at any time from January 19, 2014 up to and including April 29, 2020. On behalf of himself and on behalf of other Defendants' employees, Fernando Bonola ("Class Representative" or "Plaintiff") claims that Defendants failed to comply with California wage and hour laws including, but not limited to: (1) Violation of California Labor Code §§ 510, 1194, and 1198 (Failure to Pay Regular and Overtime Wages); (2) Violation of Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods or Pay Premium Compensation in Lieu thereof); (3) Violation of Labor Code § 226.7 (Failure to Provide Compliant Rest Periods or Pay Premium Compensation in lieu thereof); (4) Violation of California Labor Code §§ 201-203 (Failure to Pay Wages Timely Upon Termination); (5) Violation of California Labor Code §§ 221, 2800 and 2802 (Failure to Reimburse Necessary Business Related Expenses); (6) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements); and (7) Violation of California Business and Professions Code § 17200, *et seq.*; for civil penalties under PAGA arising from or relating to alleged violations of the previously referenced Labor Code sections; seeking, *inter alia*, damages, penalties, attorneys' fees, interest, for alleged wage and hour violations including, but not limited to, failure to pay wages, failure to pay overtime, minimum wages, off-the-clock work, failure to provide meal and

rest breaks, and failure to pay premium pay, including alleged meal and rest break violations arising from or related to Defendant's written meal or rest break policies and alleged meal break violations arising from Defendant's alleged practices, failure to furnish accurate, itemized wage statements, unlawful wage deductions/wage forfeiture, unlawful recovery of wages, failure to timely pay wages upon discharge or quit, unreimbursed business expenses, and record-keeping violations. In bringing his claims against Defendants, the Class Representative sought to obtain, among other things, unpaid wages, interest, attorneys' fees, statutory penalties, and civil penalties on behalf of other employees of Defendants.

Defendants adamantly deny each, every, and all of the allegations of the lawsuit, and maintain that they complied with all California wage and hour laws, such that the Class Representative cannot properly recover any damages including but not limited to civil penalties under California law. Although Defendants deny these allegations, Defendants have chosen to resolve the matter based upon the terms and conditions set forth in the Joint Stipulation and Agreement for Class and Representative Action Settlement and Release ("Settlement Agreement" or "Settlement"). The Court will determine whether or not to grant final approval of this Settlement.

The Settlement provides for the certification, for settlement purposes only, of all current and former hourly-paid or non-exempt employees of Defendants in California, at any time from January 19, 2014 up to and including April 29, 2020

### **III. THE SETTLEMENT OF THE CLAIMS:**

On October 9, 2019, the parties participated in a full-day mediation in Los Angeles before the highly experienced employment law mediator and former Judge, Hon. Peter Lichtman (ret.). The parties were able to resolve the matter subsequent to the mediation and agreed to a settlement.

The Class Representative and Class Counsel believe the Settlement is in the best interest of the Class.

Through this Settlement, neither Defendants nor any of their employees have admitted any liability or wrongdoing and, in fact Defendants expressly deny any wrongdoing. The Court did not decide in favor of Plaintiff or Defendants. The Settlement Agreement has been preliminarily approved by the Court. A full copy of the Settlement Agreement, embodied in the document entitled **JOINT STIPULATION AND AGREEMENT FOR CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE** as preliminarily approved by the Court, as well as other public documents filed in this case, can be inspected in the Office of the Court Clerk located at 111 N Hill Street, Los Angeles, CA 90012.

### **IV. THE TERMS OF THE CONDITIONAL CLASS ACTION SETTLEMENT:**

On behalf of the Class Members, the Class Representative has reached a Settlement with Defendants. And on November 16, 2020, the Court conditionally certified a class, for settlement purposes only, comprised of the following persons (collectively, the "Class"):

All current and former hourly-paid or non-exempt employees of Defendants in California, at any time from January 19, 2014 up to and including April 29, 2020 ("Class").

Without admitting liability, Defendants have agreed to pay \$1,000,000 for Settlement of the claims in this matter (the "Gross Settlement Amount"). This is a non-reversionary settlement. Class Members who do not opt out of the Class pursuant to the procedures set forth in this Notice ("Settlement Class Members") will be bound by the Settlement and will release Defendants and all Released Parties (defined below) for the Released Claims (defined below) (see below for more information).

This Settlement is conditioned upon the Superior Court of the State of California for the County of Los Angeles, entering an order at or following the hearing finally approving the Settlement (the "Settlement Hearing") as fair, reasonable, adequate, and in the best interests of the Settlement Class.

The following payments will be sought, subject to final approval by the Court, from the Gross Settlement Amount of \$1,000,000:

- (1) Payment in the amount of \$7,500 to the Class Representative (“Service Award”), Fernando Bonola, in addition to the sum that he will receive as a Settlement Class Member, to compensate him for acting on behalf of the Class, including the time he expended to fulfill the role of Class Representative (e.g., assisting with the investigation of the claims, etc.);
- (2) Payment in an amount of up to \$50,000 to the Settlement Administrator, CPT Group, Inc. for the fees and costs of administering this Settlement (“Administration Expenses”);
- (3) Payment in an amount of \$50,000 for penalties pursuant to the California Labor Code Private Attorney General Act of 2004 (“PAGA”), 75% of the amount (\$37,500) will be distributed to the California Labor Workforce and Development Agency (“LWDA”), the remaining 25% of the amount (\$12,500) of the penalties will remain a part of the Net Settlement Amount to be distributed to Settlement Class Members;
- (4) Payment in an amount of up to \$333,333.33 to Class Counsel as attorneys' fees, to compensate them for their services in litigating this case for approximately 2 years and 6 months on a contingency basis; and
- (5) Payment in an amount of up to \$30,000 to Class Counsel, to reimburse Class Counsel for actual litigation costs and expenses expended in this matter by Class Counsel.

The Net Settlement Amount that is available to pay Settlement Class Members will be the Gross Settlement Amount less the above-mentioned requested payments which are subject to final approval by the Court. will be automatically distributed to Class Members who do not opt out of this Settlement (i.e. Settlement Class Members), and these gross individual shares are known as the "Individual Settlement Amount." The Individual Settlement Amount for each Settlement Class Member shall be determined on a *pro rata* basis based on their number of Workweeks as compared to the total Workweeks of all Settlement Class Members. Workweeks are calculated based on the number of days between the Class Member’s start and end dates of employment during the Class Period divided by 7.

#### **V. WHAT IS YOUR EXPECTED SHARE:**

As discussed above, the Net Settlement Amount will be automatically distributed to Class Members who do not opt out of this Settlement, based on their respective number of workweeks.

**Defendants’ records reflect that you worked [insert number of workweeks] workweeks during the Class Period, and based on this number of Workweeks, your gross Individual Settlement Amount is estimated to be [insert estimated amount].**

If you wish to dispute the number of Workweeks attributed to you, you may do so by submitting a written dispute (“Workweeks Dispute”) to the Settlement Administrator at the address listed in section VI.2 (below), postmarked on or before February 8, 2021. A Workweeks Dispute must: (a) your full name, address, telephone number, last four digits of your social security number, and signature; (b) the case name and number of the action (*Fernando Bonola v. SoCal JIB Food Management, Inc. and SB Food Express, Inc., Superior Court, County of Los Angeles, Case No. BC690994*); (c) contain a statement indicating your intent to dispute or challenge the number of Workweeks credited to you and clearly identify the number of Workweeks you contend should be credited to you; and (d) include any records or documentation to support the Workweeks Dispute.

The amount stated herein as your estimated Individual Settlement Amount may change depending on the number of Class Members who do not opt-out and the Court's order with respect to the requests for attorneys' fees, litigation costs and expenses, award to class representative, administration expenses, and PAGA payment. Further, your gross Individual Settlement Amount will be allocated as 20% wages (reported on an IRS Form W-2), and 80% interest and penalties (reported on an IRS Form 1099). The wage portion is subject to employee’s and employer’s share of state and federal employment and payroll taxes and withholdings prior to distribution.

#### **VI. WHAT YOU NEED TO DO IN RESPONSE TO THIS NOTICE:**

You have received this Notice because Defendants’ records indicate that you are a member of the conditionally certified Class. You have the following options:



1. **IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND REMAIN A MEMBER OF THE SETTLEMENT CLASS AND BE ISSUED A PAYMENT UNDER THE SETTLEMENT, YOU (or in the event of a deceased Class Member, the estate or authorized beneficiary) ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.** You will be issued payment if the Court grants final approval to the Settlement and Judgment becomes final, and you will release the Released Parties for the Released Claims (see next section for definition of "Released Claims" and "Released Parties"). If you wish to receive a payment under the Settlement, you must not "Opt Out" of the Settlement. **To ensure receipt of your payment, you must make sure that your correct mailing address is on file with the Settlement Administrator.**
2. **YOU MAY ELECT TO "OPT OUT" OF THE SETTLEMENT CLASS AND THUS EXCLUDE YOURSELF FROM THE SETTLEMENT.** If you wish to opt out of the Settlement and exclude yourself from the Settlement Class, you must mail to the Settlement Administrator the enclosed Opt-Out Form or a written request ("Request for Exclusion") postmarked on or before February 8, 2021. A Request for Exclusion must include: (1) your full name, address, telephone number, last four digits of your social security number, and signature; (2) the case name and number of the action (i.e., *Fernando Bonola v. SoCal JIB Food Management, Inc. and SB Food Express, Inc., Superior Court, County of Los Angeles , Case No. BC690994*); and (3) a statement indicating that you wish to be excluded from the Settlement. If a timely and complete Request for Exclusion is not received by the Settlement Administrator at the address listed below, postmarked on or before February 8, 2021, you will be deemed to have forever waived your right to opt out of the Settlement Class. Class Members who do not properly opt out of the Settlement shall be Members of the Settlement Class. Class Members who do properly opt out of the Settlement shall not be bound by the terms of the Settlement, shall not be allowed to object to this Settlement, and shall not be entitled to any benefits as a result of this Settlement, including payment of any Individual Settlement Amount. The Settlement Administrator's address is below:

**CPT Group, Inc.**  
**[Address]**

3. **FINALLY, PROVIDED YOU DO NOT OPT OUT OF THE SETTLEMENT CLASS, YOU MAY OBJECT TO THE SETTLEMENT.** You may object to the Settlement by filing a written objection ("Objection") with the Court, located at 312 N Spring Street, Los Angeles, CA 90012, and submitting a copy of the Objection to the Settlement Administrator, on or before February 8, 2021, to the address list in section VI.2 above. The written objection must (1) contain the Class Member's full name, dates of employment as an employee of Defendant, and signature; (2) the case name and number of the action (*Fernando Bonola v. SoCal JIB Food Management, Inc. and SB Food Express, Inc., Superior Court, County of Los Angeles , Case No. BC690994*); (3) the reason(s) for the objection (if any); and (4) identify any counsel representing the Class Member in connection with the Objection. If you wish to speak at the Settlement Hearing, your written objection should include a request for the Court to allow you to speak at the Settlement Hearing.

If you take no action, you will remain a member of the Settlement Class. A Class Member who does not opt out of participation (i.e., a Settlement Class Member) in the Settlement will be bound by the Judgment and be issued payment under the Settlement. If you remain a member of the Settlement Class, you will be represented by the following attorneys for Plaintiff, who has been designated by the Court as Class Counsel:

Ronald H. Bae  
Olivia D. Scharer  
AEQUITAS LEGAL GROUP  
A Professional Law Corporation  
1156 E. Green Street, Suite 200  
Pasadena, CA 91106  
Telephone: (213) 674-6080  
Facsimile: (213) 674-6081



**VII. WHEN CAN I EXPECT TO RECEIVE MY SHARE OF THE SETTLEMENT:**

The Settlement Administrator will distribute the settlement funds in 3 separate distributions after each phase of funding has occurred and after the Court enters the Final Approval Order and Judgment.

Defendants are to deposit the Gross Settlement Amount in 3 installments: the first payment is \$400,000 due on October 30, 2020; the second payment is for \$300,000 and will be due November 1, 2021; and the third and final payment for \$300,000 will be due on November 1, 2022.

No later than 5 business days after the Court enters the Final Approval Order and Judgment, the Settlement Administrator shall mail the first distribution. The second distribution shall be made no later than 5 business days after the second funding deadline of November 1, 2021, if and only if the Court has entered the Final Approval Order and Judgment. The third distribution shall be made no later than 5 business days after the third funding deadline of November 1, 2022, if and only if the Court has entered the Final Approval Order and Judgment.

The Settlement Administrator shall distribute the payments for each distribution as follows: the Individual Settlement Payments to Settlement Class Members, Service Award to Class Representative (not to exceed 1/3 of Court-approved amount per distribution), LWDA Payment to the LWDA (not to exceed 1/3 of Court-approved amount per distribution), and Attorneys' Fees and Expenses to Class Counsel (not to exceed 1/3 of Court-approved amount per distribution), all in the Court-approved amounts.

**VIII. RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:**

If the Court grants final approval of the Settlement, Class Members who do not Opt Out of the Settlement, will be subject to the Judgment rendered by the Court pursuant to the Settlement Agreement and be precluded from bringing Released Claims in the future for the period from January 19, 2014 up to and including April 29, 2020.

Specifically, after final approval by the Court, and after Defendants have fully funded the Settlement and all of the money has been distributed, the Settlement will fully release and discharge all Released Claims (as defined below) of Settlement Class Members against "Released Parties" which shall mean Defendants, and all of their respective current and former parents, subsidiaries, predecessors, successors, and their affiliated entities, and each of their respective owners, officers, directors, employees, partners, shareholders, agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives ("Released Parties").

"Released Claims" shall mean any and all claims that were asserted in the Complaint, or which could have been asserted based on the facts alleged in the Complaint, including any and all federal state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description, including but not limited to statutory, regulatory and common law claims, and all related or derivative claims, including but not limited to claims under the California Labor Code's Private Attorneys General Act of 2004, as amended, California Labor Code sections 2698, *et seq.*, claims for relief based on the California Business and Professions Code sections 17200, *et seq.*, claims under California Labor Code sections 201, 202, 203, 204, 218, 221, 223, 226, 226.7, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and any federal counterparts, claims under California Code of Civil Procedure § 1021.5, claims under any and all IWC Wage Orders, any claims for meal and rest period violations, including alleged meal and rest break violations arising from or related to Defendants' written meal or rest break policies; meal and rest period violations (including but not limited to allegations that employees were pressured to work continuously throughout their shifts and were threatened with being suspended, terminated, or having their hours cut if they did not work continuously through meal and/or rest breaks); unpaid meal and rest premium wages; unpaid minimum wages, overtime wages, and/or double overtime wages (including but not limited to allegations of alterations of time records), including alleged violations arising from alleged off-the-clock work (including but not limited to allegations regarding traveling from one restaurant to another to pick up supplies), alleged non-discretionary bonuses, and untimely pay during and at termination of employment, unreimbursed business expenses (including but not limited to allegations that employees were required to pay out of pocket for cash register shortages); alleged failure to pay all wages owed at time of discharge or resignation; record-keeping violations; inaccurate pay stubs (including but not limited to allegations of failing to state the number of hours worked and the corresponding hourly rates based on alleged failure to pay regular, overtime, and double time wages); heat recovery claims arising under Labor Code

section 226.7; and any unlawful deductions; and any and all claims, whether suspected or unsuspected, which the Class Representative or any Class Member may have had, now have, or may have in the future against the Released Parties, or any of the Released Parties, for any acts occurring during the Class Period, January 19, 2014 through April 29, 2020, that are either or both (1) alleged in the Complaint based on the facts contained therein; or (2) that could have been alleged in the Complaint and/or any amendment thereto based on the factual allegations contained in the Complaint. No person shall have any claim against the Defendants, Released Parties, Class Representative, Class Counsel, the Settlement Administrator, or any of the Released Parties based on the payments made or other actions taken substantially in accordance with this Stipulation and the settlement contained herein or further orders of the Court.

In connection with the above Released Claims, and in consideration of Defendants' payments of the Gross Settlement Amount, each and every Class Member who do not Opt Out, including Plaintiff/Class Representative, will be deemed also to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto or the Class Members because there is a good faith dispute as to whether any wages are due at all to any Class Member. Section 206.5 provides in pertinent part as follows:

**AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF A RELEASE OF A CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE WAGES HAS BEEN MADE.**

**IX. THE NEXT STEP:**

The Final Approval Hearing determines whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the Service Award to Plaintiff, Administration Expenses to the Settlement Administrator, and attorneys' fees and costs to Class Counsel should be awarded. That hearing will be held at 9:00 a.m. on March 8, 2021 in Department 6, Hon. Elihu M. Berle, Los Angeles Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

**You are not required to attend the Settlement Hearing, although any Class Member is welcome to attend the hearing.**

**X. HOW TO OBTAIN ADDITIONAL INFORMATION:**

This Notice is only a summary of the class action lawsuit and the associated Settlement. For more information, you may inspect the Court files and the Settlement Agreement at the Los Angeles County Superior Court, Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, CA 90012.

You may also contact Class Counsel and/or Defendants' Counsel for more information:

Ronald H. Bae Olivia D. Scharrer AEQUITAS LEGAL GROUP A Professional Law Corporation 1156 E. Green Street, Suite 200 Pasadena, CA 91106 Telephone: (213) 674-6080 Facsimile: (213) 674-6081 rbae@aequitaslegalgroup.com oscharrer@aequitaslegalgroup.com	Beth Kahn Autumn Moore CLARK HILL LLP 1055 W. 7 <sup>th</sup> Street, Suite 2400 Los Angeles, CA 90017 Telephone: (213) 891-9100 Facsimile: (213) 488-1178 bkahn@clarkhill.com Amoore@clarkhill.com
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**PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.**

11/18/2020  
11/19/2020

## OPT-OUT FORM

### BONOLA V. SOCAL JIB FOOD MANAGERMENTS, INC., ET AL.

Superior Court of California, County of Los Angeles  
Central District, Spring Street Courthouse  
Case No. BC 690994

<b>YOUR LEGAL RIGHTS &amp; OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND GET AUTOMATIC PAYMENT</b>	If you received this Notice of Proposed Class Action Settlement, you will <u>automatically</u> receive your share of the settlement, unless you exclude yourself. You do <u>not</u> need to submit a claim form to receive this payment.
<b>EXCLUDE YOURSELF</b>	<u>Get no payment.</u> This is the only option that allows you to ever be part of any other wage and hour lawsuit against SoCal JIB Food Management, Inc. and SB Food Express, Inc. that involves the claims made in this case. But you will have to get your own attorney or represent yourself. The deadline to exclude yourself is February 8, 2021.
<b>OBJECT</b>	If you so choose, you may object to this settlement.

I declare as follows:

I am or was a hourly-paid or non-exempt employee who worked for SoCal JIB Food Management, Inc. and/or SB Food Express, Inc. between January 19, 2014 and April 29, 2020. I received and reviewed the Notice of Proposed Class Action Settlement in this action, and I wish to be ***excluded*** from the class and ***not*** to participate in the proposed class settlement. I understand that by excluding myself, I will not receive any money from the Settlement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

11-11-2020 11:11:11