

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Rodolfo Munoz, Francisco Munoz and Gilbert Deras (sometimes collectively referred to herein as “Plaintiffs” or “Class Representative(s)”), on behalf of themselves and each of the other “Class Members,” as defined below, and Defendant Bon Suisse Inc. (“Bon Suisse”). Plaintiffs/Class Representatives and Bon Suisse collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

The terms below have the following meaning in this Agreement:

- A. “Action” means San Diego Superior Court Case No. 37-2018-00012621-CU-OE-CTL and San Diego Superior Court Case No. 30-2018-00031675-CU-OE-which have been consolidated for purposes of settlement only. Case number No. 37-2018-00012621-CU-OE-CTL shall be designated the lead action. If the Settlement prescribed herein is not granted preliminary approval and/or final approval or does not become final for any reason, each action will be restored to the docket in the department in which it was assigned prior to the execution of the Settlement and proceed as if no Settlement took place.
- B. “Class” or “Settlement Class” means all current and former Bon Suisse employees compensated on an hourly basis and/or classified as non-exempt at anytime from December 31, 2014 through September 30, 2020.
- C. “Class Counsel” means Douglas Han and Shunt Tatavos-Gharajeh of the Justice Law Corporation and Michael Nourmand and James DeSario of The Nourmand Law Firm, APC.
- D. “Class Counsel Fees and Costs Payment” means the amount awarded to Class Counsel by the Court as compensation for attorneys’ fees and litigation expenses incurred in connection with the Action, including pre-filing investigation, filing of the Action and all related litigation activities, mediating the Action, class outreach and damages analysis, negotiating this Settlement, and all post-Settlement compliance procedures and monitoring same.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address and telephone number; social security number; and Individual Work Weeks worked during the Class Period.
- F. “Class Member” means a member of the Settlement Class.
- G. “Class Notice” means the Notice of Class Action Settlement substantially in the form attached hereto as Exhibit “2”.
- H. “Class Period” means the period from December 31, 2014 through September 30, 2020.

- I. “Class Representatives” mean Rodolfo Munoz, Gilbert Deras, and Francisco Munoz.
- J. “Class Representative Payment” means the payments to be approved by the Court to Plaintiffs/Class Representatives in their capacity as Class Representatives to compensate them for initiating the Action, performing work in support of the Action, executing the general release provided herein, and undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Action.
- K. “Court” means the Superior Court for the State of California, County of San Diego.
- L. “Effective Date” means the date the Judgment becomes Final.
- M. “Final” means that the Settlement has been granted final approval by the Court and the later of: (i) if no objection(s) to the Settlement is/are filed/served and no motion to intervene is filed/served,- the sixtieth (60th) day following the date of service of Notice of Entry of the Order Granting Final Approval; or (ii) if an appeal is filed, the thirtieth day following the date the Court of Appeal or the California Supreme Court has rendered a final judgment affirming the Court’s final approval of the Settlement without material modification, and the applicable date for seeking further appellate review, or review of any kind, has passed.
- N. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to grant final approval of this Agreement.
- O. “Gross Settlement Amount” means the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) that Bon Suisse will pay under this Agreement. This amount is inclusive of all payments required under the Settlement, including the employer's share of payroll taxes.
- P. “Individual Work Weeks” means the number of work weeks worked by each Class Member during the Class Period, as reflected by Bon Suisse’s business records. If there is any work performed in a work week, it will be counted. Approximations and averages will be used to cover periods where data is missing or otherwise not available.
- Q. “Judgment” means the Order Granting Final Approval of Class Action Settlement and Entering Final Judgment entered by the Court substantially in the form attached hereto as Exhibit “3”.
- R. “Non-Participating Class Member” means a Class Member who submits a valid and timely Request Not to Participate in Settlement as prescribed herein.
- S. “PAGA Payment” means payment of Thirty-Five Thousand Dollars (\$35,000) in settlement of the PAGA cause of action in the Action, of which 75% will be paid to the California Labor & Workforce Development Agency (“LWDA”) and 25% will be paid to the Participating Class Members.

- T. “Participating Class Member” means a Class Member who does not submit a valid and timely Request Not to Participate in Settlement as prescribed herein.
- U. “Bon Suisse’s Counsel” means Sheldon A. Ostroff and Artiano Shinoff.
- V. “Preliminary Approval of the Settlement” means the Court’s preliminary approval order substantially in the form attached hereto as Exhibit “1”.
- W. “Request Not to Participate in Settlement” means a written and signed request for exclusion, or opt-out of, the Settlement, which is submitted to the Settlement Administrator according to the terms set forth in Section III.E.4.b.
- X. “Settlement” means the resolution of the Action and all related claims encompassed by this Agreement.
- Y. “Settlement Administrator” means the administrator appointed by the Court to administer the Settlement. The “Settlement Administrator Payment” shall be the amount of the payment to the Settlement Administrator as approved by the Court.
- Z. “Settlement Fund” means the Gross Settlement Amount minus the amount awarded by the Court to Class Counsel for Fees and Costs, the amount awarded by the Court to the Plaintiffs/Class Representatives as the Class Representative Payment, the payment to the LWDA for its share of the PAGA Payment, the Settlement Administrator Payment, and the employer's (Bon Suisse's) share of payroll taxes.
- AA. “Settlement Share” means each Participating Class Member’s share of the Settlement Fund as provided by this Agreement.
- BB. “Total Work Weeks” means the sum total of all Individual Work Weeks (as defined herein) worked by all Participating Class Members during the Class Period.

II. RECITALS

- A. On October 13, 2017, Rodolfo Munoz filed a class action complaint against Bon Suisse alleging that Bon Suisse engaged in various violations of the California Labor Code and Business and Professions Code. Case No. 37-2018-00012621-CU-OE-CTL.
- B. On January 19, 2018, Francisco Munoz filed a class action complaint against Bon Suisse alleging that Bon Suisse engaged in various violations of the California Labor Code and Business and Professions Code. Case No. 30-2018-00031675-CU-OE-CTL.
- C. On October 12, 2017, Rodolfo Munoz filed a letter to the Labor Workforce Development Agency identifying the facts and theories on which Rodolfo Munoz sought to seek civil penalties on behalf of the State of California and aggrieved employees. Case No. LWDA-CM-363759-17.

- D. On September 19, 2019, the Parties participated in a mediation presided over by Lynn Frank. The mediation was conducted at arms-length, each side represented by its respective counsel. The Parties were not able to reach a settlement at mediation. Ms. Frank issued a mediator's proposal which was ultimately accepted by the Parties wherein they agreed to settle the Action and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement.
- E. Bon Suisse filed answers in both Actions in which it has denied liability for the actions and violations alleged in each and has asserted various affirmative defenses to the Plaintiffs/Class Representatives' claims which, if proven, could result in a complete bar to such claims. Bon Suisse has denied and continues to deny the allegations of Plaintiffs/Class Representatives, that Plaintiffs/Class Representatives or the class members they purport to represent have suffered damages, or that the matters are suitable to proceed as class or representative actions.
- F. The Parties stipulate to consolidate the two actions for settlement purposes only and will seek approval in the lead case No. 37-2018-00012621-CU-OE-CTL. The Parties will submit a proposed stipulation and order consolidating the two (2) actions for settlement purposes only in connection with the preliminary approval motion.
- G. This Agreement represents a compromise and settlement of disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Bon Suisse that the claims in the Action have merit or that Bon Suisse bears any liability to Plaintiffs/Class Representatives or the Class Members on those claims or any other claims.
- H. The Parties agree that sufficient investigation and discovery have been conducted to sufficiently evaluate the strengths and weaknesses of their respective claims and defenses and to recommend this Settlement to the Class and to the Court.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Bon Suisse will pay under this Settlement is One Million Two Hundred Thousand Dollars (\$1,200,000). The entire Gross Settlement Amount will be disbursed pursuant to this Agreement, and none of it will revert to Bon Suisse.
- B. **Settlement Payments.** Subject to the terms and conditions of this Agreement, and except as set forth below, Bon Suisse shall make the following payments through the Settlement Administrator to be paid out of the Gross Settlement Amount:
 - 1. **To Plaintiffs/Class Representatives:** In addition to their respective Settlement Share, Plaintiffs and/or Class Representatives will apply to the Court for an award of Ten Thousand Dollars (\$10,000) each as the Class

Representative Payment. Bon Suisse will not oppose a Class Representative Payment in these amounts. If the Court approves a Class Representative Payment of less than the amounts requested, the difference will remain in the Settlement Fund for distribution to Participating Class Members. The Court's ruling on the request for Class Representative Payment(s) shall not affect the enforceability of this Agreement or the terms contained herein. The Class Representative Payment approved by the Court shall be paid by the Settlement Administrator from the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Payment, but an IRS Form 1099 will be issued to Plaintiffs/Class Representatives with respect to this payment.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of Four Hundred Twenty Thousand Dollars (\$420,000) or 35% of the Gross Settlement Amount, together with reasonable costs (not to exceed Thirty Thousand Dollars (\$30,000)), as the Class Counsel Fees and Costs Payment. Bon Suisse will not oppose this request. If the Court approves a Class Counsel Fees and Costs Payment less than the amount requested by Class Counsel, the difference will remain in the Settlement Fund for distribution to Participating Class Members. The Court's ruling on the request for Class Counsel Fees and Costs Payment shall not affect the enforceability of this Agreement or the terms contained herein. The Class Counsel Fees and Costs Payment approved by the Court shall be paid by the Settlement Administrator from the Gross Settlement Amount. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholdings and deductions will not be taken from the Class Counsel Fees and Costs Payment, but an IRS Form 1099 will be issued to Class Counsel by the Settlement Administrator. As a condition of payment, Class Counsel will be required to furnish the Settlement Administrator its tax identification number.
3. **To the LWDA and the Class on The PAGA Payment.** From the Gross Settlement Amount, the Settlement Administrator shall pay 75% of the PAGA Payment approved by the Court to the LWDA and 25% to the Participating Class Members.
4. **To the Settlement Administrator.** From the Gross Settlement Amount, the Settlement Administrator will pay itself its reasonable fees and expenses, as approved by the Court, in an amount currently estimated to be approximately \$25,000 but not to exceed \$30,000. The Settlement Administrator proposed by Plaintiffs/Class Representatives has agreed to cap its fees and expenses in the Settlement of the Action at \$30,000.
5. **To Each Participating Class Member.** The Settlement Administrator will pay out of the Settlement Fund each Participating Class Member's Settlement Share as determined below.

- C. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Settlement Fund to each Participating Class Member.
1. **Calculation.** The Settlement Share for each Participating Class Member will be calculated as follows: The percentage share of the Settlement Fund to be paid to each Participating Class Member will be determined by dividing the number of Individual Work Weeks worked by each Participating Class Member during the Class Period by the Total Work Weeks worked by all of the Participating Class Members during the Class Period.
 2. **Allocation and Withholding.** Fifty percent (50%) of each Participating Class Member's Settlement Share shall be considered to be in settlement of wage claims (the "Wage Portion") and shall be subject to wage tax withholdings and reported on a Form W-2 by the Settlement Administrator. Fifty percent (50%) of each Participating Class Member's Settlement Share shall be considered to be in settlement of claims for interest, penalties, and reimbursements and shall not be subject to wage tax withholdings but shall be reported on IRS Form 1099 to be distributed to each Class Member by the Settlement Administrator. Each Class Member will be responsible for correctly characterizing his or her non-Wage Portion of the Settlement Share for tax purposes and to pay any taxes owing.
 3. The Settlement Administrator shall calculate Bon Suisse's share of employer payroll taxes for the Wage Portion and deduct the amount from the Gross Settlement Amount.
 3. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their request not to participate will not reduce the Gross Settlement Amount or the Settlement Fund. The Settlement Shares' of all Non-Participating Class Members will be retained in the Settlement Fund for distribution to Participating Class Members.
- D. **Appointment of Settlement Administrator.** Plaintiffs/Class Representatives will ask the Court to appoint CPT Group, Inc., a qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, translating the Class Notice into Spanish, and mailing the Class Notice to all Class Members; conducting a National Change of Address search on all Class Members, as needed, whose names and contact information are submitted before the initial Class Notice mailing; conducting skip tracing, through Accurant or similar database, on any Class Notice returned by the U.S. Postal Service as non-deliverable, as needed, and re-mailing the Class Notice to the Class Member's new address; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of objections to and Requests Not to Participate in the

Settlement; calculating Settlement Shares; estimating amounts of Settlement Shares for inclusion in the Class Notice; addressing any disputes by the Participating Class Members relating to their estimated Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; posting a copy of the Judgment on its website for a period of at least thirty (30) days in compliance with California Rules of Court, Rule 3.771(b); and otherwise administering the Settlement pursuant to this Agreement. After consultation with Class Counsel and Bon Suisse's Counsel, the Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice, will be paid out of the Gross Settlement Amount in an amount currently estimated to be approximately \$25,000. CPT Group, Inc. has agreed to cap its fees and expenses at \$30,000. Class Counsel shall be responsible for hiring and supervising the Settlement Administrator.

E. Procedure for Approving Settlement.

1. Motion for Conditional Certification of Class and Preliminary Approval of Settlement by the Court.

- a. Plaintiffs/Class Representatives will file, and Bon Suisse will not oppose, a motion for an order conditionally certifying the Class, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval").
- b. At the hearing on the Motion for Preliminary Approval, the Parties' counsel will appear and support the granting of the motion, and Plaintiffs/Class Representatives' counsel will submit an Order Granting Conditional Certification of Class and Preliminary Approval of Settlement; Approving Class Notice and Related Materials; Appointing Settlement Administrator; and Scheduling Final Approval Hearing in the form substantially attached hereto as Exhibit "1".
- c. Should the Court decline to certify the Class or to preliminarily approve all material aspects of the Settlement without granting leave to correct any material or non-material aspects, this Agreement will be null and void and the Parties will have no further obligation hereunder. However, the Parties shall have no right to void the Agreement solely on the basis that the Court alters the agreed-upon allocation of each Participating Class Member's Settlement Share between wage claims and non-wage claims described in Section III.C.2.

2. **Notice to Class Members.** After the Court enters its Order granting Preliminary Approval of the Settlement, Class Members will be provided with the Class Notice as follows:
- a. All Class Members will receive a Class Notice in English and Spanish in the form substantially attached hereto as Exhibit “2” (other than formatting changes to facilitate printing by the Settlement Administrator). The Class Notice will be tailored for each individual Class Member and have pre-printed information regarding that individual’s name, contact information, and the number, number of Individual Work Weeks Worked by him/her during the Class Period from which the Settlement Share of the Individual Class Member will be calculated, and his/her estimated Settlement Share.
 - b. Within fourteen (14) calendar days after the Court enters its Order granting Preliminary Approval of the Settlement, Bon Suisse will provide the Settlement Administrator the Class Data necessary to calculate each Class Member’s individual Settlement Share. All information provided the Settlement Administrator will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, or pursuant to Bon Suisse’s express written authorization, or by Order of the Court.
 - c. Upon receiving the Class Data, the Settlement Administrator will, as needed, conduct a National Change of Address search on all Class Members whose names and contact information are included in the Class Data. Thereafter, the Settlement Administrator shall no later than fourteen (14) calendar days after receiving the Class Data, mail the Class Notices to all Class Members via first-class regular U.S. Mail.
 - d. If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than five (5) calendar days from receipt of the returned packet, conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. In doing so, the Settlement Administrator shall be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court Orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, as needed, the tracking of all undelivered mail; performing skip trace address searches for all returned mail; and promptly re-mailing the Class Notice to Class Members for whom new addresses are found. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Bon Suisse’s Counsel

of the date and address of each such re-mailing as part of its weekly status report provided to the Parties. Class Counsel and Bon Suisse's Counsel will be entitled to receive from the Settlement Administrator any updated address information about a Class Member as the Settlement Administrator obtains such information.

- e. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Bon Suisse's Counsel of objections and Requests Not to Participate in Settlement that it receives.
- f. Not later than ten (10) court days before the date by which Plaintiffs/Class Representatives file a motion for final approval of the Settlement, the Settlement Administrator will serve on the Parties and Class Counsel will file with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Disputing Information in Class Notice.**

- a. Class Members will have the opportunity to challenge the Class Data pre-printed on their individualized Class Notice by submitting via first class mail, postmarked no later than forty-five (45) days after the date on which the Settlement Administrator mails the Class Notices, a written challenge along with supporting documentation to the Settlement Administrator. If Class Notice is re-mailed to a Class Member pursuant to Section III.E.2.d herein, any written challenge of that Class Member to the Class Data shall be submitted to the Settlement Administrator via first class mail, postmarked no later than fifteen (15) days after the Class Notice was re-mailed to the Class Member. Any challenges to the information pre-printed on the Class Notice must be supported by documentary evidence; the Settlement Administrator will reject any challenge not supported by such evidence. In the event of such a dispute, Bon Suisse will review its records to verify the correct information. Bon Suisse's records will have a rebuttable presumption of correctness. After consultation with Class Counsel, the Class Member and Bon Suisse's Counsel, the Settlement Administrator will make a determination regarding the disputed information and that determination will be final, binding on the Parties and the Class Member, and non-appealable.
- b. In the event that a challenge to the Class Data is timely submitted, but is deficient in one or more respects, the Settlement Administrator will notify the Class Member within seven (7) calendar days of receipt explaining any deficiency and stating that

the Class Member will have ten (10) calendar days from the date of the deficiency notice to correct the deficiency and resubmit the challenge. The envelope containing the resubmitted challenge must be postmarked within fifteen (15) calendar days of the date of the deficiency notice to be considered timely, absent a showing of good cause. If necessary, the Class Member will be sent a second deficiency notice to correct any deficiency concerning a challenge, which will be governed by the same timeliness requirements as the first deficiency notice.

4. **Objections to Settlement; Requests Not to Participate in Settlement.** Class Members may submit objections to the Settlement or, alternatively, Requests Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that Class Members who wish to object to the Settlement must submit to the Settlement Administrator, by First Class Mail postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notices, a written objection to the Settlement setting forth all factual and legal grounds for the objection with supporting documents, if any. If Class Notice is re-mailed to a Class Member pursuant to Section III.E.2.d herein, any written objection of that Class Member to the Settlement shall be submitted to the Settlement Administrator by first class mail, postmarked no later than 15 days after the Settlement Administrator re-mailed the Class Notice to that Class Member. The Settlement Administrator will email Class Counsel and Bon Suisse's Counsel a copy of any objections it receives forthwith. Class Counsel will lodge a copy of any objection with the Court. Only those Class Members who do not submit a Request Not to Participate in Settlement may object to the Settlement. A Class Member who does not submit a written objection in the manner and by the deadline specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. A Class Member may hire an attorney to appear on his/her behalf at the Final Approval Hearing, at his or her own expense.
- b. **Request Not to Participate in Settlement.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a signed Request Not to Participate in Settlement, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notices. If Class Notice is re-mailed to a Class Member pursuant to Section III.E.2.d herein, any written Request Not to Participate in Settlement by that Class Member shall be submitted

to the Settlement Administrator by first class mail, postmarked no later than fifteen (15) days after the Settlement Administrator re-mailed the Class Notice to that Class Member. To be effective, any Request Not to Participate in Settlement must contain: the Class Member's name, last four digits of his or her social security number, address, telephone number, and dated signature along with a written statement that the Class Member wants to be excluded from the Settlement. If a question is raised about the authenticity of a signed Request Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. A Class Member who does not complete and mail a valid Request Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Court, and by the Judgment.

- c. **Report.** Settlement Administrator will provide Class Counsel and Bon Suisse's Counsel a weekly report with information setting forth the number of Participating Class Members, the number of objections, and the number of Non-Participating Class Members.

- 5. **Bon Suisse's Right to Void Agreement.** If 10% or more of the Class submit Requests Not to Participate in Settlement, Bon Suisse may at its option void this Agreement and the Parties then will have no further obligation hereunder, including any obligation by Bon Suisse to pay the Gross Settlement Amount or any amount that otherwise would have been owed under this Agreement, except that Bon Suisse then would pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Bon Suisse voids this Agreement. Bon Suisse will notify Class Counsel and the Court whether it is exercising its right to void this Agreement not later than fifteen (15) calendar days following the final weekly report provided by the Settlement Administrator to Class Counsel and Bon Suisse's Counsel regarding the number of valid Requests Not to Participate in Settlement that it received.
- 6. If Bon Suisse exercises this option, it will be responsible for any costs incurred by the Settlement Administrator as of the date the option is exercised.
- 7. **No Solicitation of Objection or Request Not to Participate.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. This provision does not foreclose Class Counsel from providing information

about the Settlement to any inquiring Class Members, including advice related to their participation in the Settlement.

8. **Additional Briefing and Final Approval.**

- a. Not later than sixteen (16) Court days before the Final Approval Hearing, or another date to be set by the Court, Plaintiffs/Class Representatives will file, and Bon Suisse agrees not to oppose, a motion for final approval of the Settlement, award of the Class Representative Payment, award of the Class Counsel Fees and Costs Payment, award of the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses, not to exceed \$30,000. As part of the motion, Plaintiffs/Class Representatives will file the Settlement Administrator's Report provided for in Section III.E.4.c.
- b. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then this Agreement will be null and void and the Parties will have no further obligation hereunder, including any obligation by Bon Suisse to pay the Gross Settlement Amount or any amount that otherwise would have been owed under this Agreement. If such an event occurs, Plaintiffs/Class Representatives and Bon Suisse shall each pay 50% of the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Agreement becomes void under this paragraph. An award by the Court of a lesser amount than that sought for the Class Representative Payment or the Class Counsel Fees and Costs Payment – or an increase in the amount of the PAGA Payment – will not constitute a material change to the Settlement within the meaning of this paragraph.
- c. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's consideration a proposed judgment substantially in the form attached hereto as Exhibit "3". After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Agreement; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as may be appropriate under Court rules or applicable law.

9. **Waiver of Right to Appeal.** Provided that the Judgment entered by the Court is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Bon Suisse, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to

any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, a motion under California Code of Civil Procedure section 473, and any extraordinary writ, and the Judgment therefore will become final and not appealable at the time it is entered. The waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

10. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and the reviewing Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then either Plaintiffs/Class Representatives or Bon Suisse will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing Court, and the Court no later than fourteen (14) calendar days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Payment, the Class Counsel Fees and Costs Payment, or the PAGA Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Bon Suisse's total payment obligation under the Settlement does not exceed the Gross Settlement Amount and such the vacation, reversal, or modification of the Court's award of the Class Representative Payment, the Class Counsel Fees and Costs Payment, or the PAGA Payment does not impact the Class Period, Released Claims, Gross Settlement Amount or Class Members as defined herein in any way.
11. **Funding of Settlement.** On May 15, 2021, and continuing on the fifteenth (15th) of every month thereafter, Defendant shall pay \$25,000 per month to the Settlement Administrator until the Gross Settlement Amount has been fully funded. If the fifteenth (15th) calendar day of the month is a weekend or holiday, the deposit shall be made by the next business day thereafter. Those funds shall be deposited into an interest-bearing Qualified Settlement Fund to be maintained by the Settlement Administrator. If the Court does not enter an order granting preliminary approval of the settlement substantially in the form attached hereto as Exhibit "1", and/or does not enter an order granting final approval of the settlement substantially in the form attached hereto as Exhibit "3" and/or the Effective Date does not occur, then all amounts in the Qualified Settlement Fund, including any and all accrued interest, will be returned to Bon Suisse by the Settlement Administrator within five (5) days of written notice and demand for return of such all amounts.

12. **Timing of Provision of Settlement Shares.** Within seven (7) court days after the deposit has reached Three Hundred Thousand Dollars (\$300,000) or one quarter (1/4) of the Gross Settlement Amount has been funded, the Settlement Administrator will pay/distribute the Settlement Shares to Participating Class Members, the Class Representative Payment to Plaintiffs/Class Representatives, the PAGA Payment, and one quarter (1/4) of the payment due under this Settlement and approved by the Court for the Class Counsel Fees and Costs Payment to Class Counsel. This distribution shall reoccur after each quarter of the Gross Settlement Amount has been funded.
13. **Uncashed Settlement Share Checks.**
 - a. A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within 150 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a postcard informing him or her that unless the check is cashed in the next 30 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
 - b. If any settlement checks are not cashed within 180 days after mailing, the Settlement Administrator will send the amount represented to the California State Controller Unclaimed Property with the identity of the Class Member to whom the funds belong to be held for the Class Member per the California Unclaimed Property Law in the interest of justice. The money paid to the California State Controller Unclaimed Property will remain the Class Member's property. This will allow Class Members who did not cash their checks to collect their individual settlement amount at any time in the future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and the California Code of Civil Procedure section 384 shall not apply. The funds will be held by the State until claimed by the employee and the uncashed check never ceases to be the employee's property.
14. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount or a date specified by the Court, the Settlement Administrator will serve on the Parties and Class Counsel will file with the Court a declaration providing a final report on the disbursements of all funds.

F. Release of Claims.

1. **Participating Class Members.** Upon final approval of the Settlement by the Court and full payment of the Gross Settlement Amount described in III.E.11, and except as to such rights as may be created by this Agreement, Plaintiffs/Class Representatives and each Participating Class Member fully release and discharge Bon Suisse and its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and respective successors and predecessors in interest, subsidiaries, affiliates, related companies, parents and attorneys from the following claims against Bon Suisse during the period between October 13, 2013 and September 30, 2020 alleged in the Action, including: any and all causes of action, claims, rights, damages, or statutory damages, statutory penalties, Labor Code section 203 penalties, liabilities, expenses, and losses that were or could have been asserted based on the facts alleged in the Action for: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods or Meal Period Premiums; (3) Failure to Provide Rest Periods or Rest Period Premiums; (4) Failure to Pay All Wages Upon Termination; (5) Failure to Provide Accurate Wage Statements; (6) Unfair Competition based on the alleged Labor Code violations; (7) Unpaid Minimum Wages; (8) Unreimbursed Business Expenses; Civil Penalties under Labor Code Section 2698, *et seq.*, based on the alleged Labor Code violations asserted in the Action or that could have been asserted based on or related to the alleged Labor Code violations (the “Released Claims”).
2. **Class Counsel.** Upon final approval of the Settlement by the Court, and except as otherwise provided by this Agreement, Class Counsel waives any claim to attorneys’ fees and costs against Bon Suisse arising from or related to the Action. Except with respect to the Class Counsel Fees and Costs Payment approved by the Court, Bon Suisse shall not pay any of Class Counsel’s attorneys’ fees or costs.
3. **Plaintiffs/Class Representatives.** Plaintiffs/Class Representatives waive and release Bon Suisse and its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, their respective successors and predecessors in interest, subsidiaries, affiliates, related companies, parents and attorneys (the “Released Parties”) from all claims, rights, demands, and causes of action, known or unknown, that they had against any of the Released Parties prior to their execution of this Agreement of any nature or type arising out of their employment with Bon Suisse, except as to those that cannot be released as a matter of law. Plaintiffs/Class Representatives expressly waive the provisions, rights and benefits of section 1542 of the California Civil Code, which states:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and

that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

- G. **No Effect on Other Benefits.** This Agreement shall not be construed to require Bon Suisse to make any deduction or payment to any insurance, retirement, 401(k), profit-sharing or any other employee benefit plan or union relating to its payment of monies under this Settlement. Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. The Wage Portion of the Settlement Shares shall not be considered wages for any purpose unrelated to this Agreement.

H. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

- a. Bon Suisse denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Bon Suisse. Since this is a settlement of bona fide disputed claims, Labor Code Section 206.5 is not applicable.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be: (i) construed as, offered, or admitted in evidence for any purpose adverse to Bon Suisse or any of the Released Parties, including but not limited to evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence in any civil, criminal or administrative action or proceeding, except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement, and for no other purpose.

2. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the Settlement, and no oral representations,

warranties, covenants, or inducements have been made to any Party concerning this Agreement or the Settlement other than the representations, warranties, covenants, and inducements expressly set forth in this Agreement.

3. **Attorney Authorization.** Class Counsel and Bon Suisse's Counsel warrant and represent that they are authorized by Plaintiffs/Class Representatives and Bon Suisse, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of Lynn Frank and/or the Court.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their respective counsel with the Parties approval.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties and Participating Class Members.
6. **Applicable Law.** All terms and conditions of this Agreement and its Exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for reference only and does not constitute a part of this Agreement.

10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

*To Plaintiffs/Class Representatives and To Bon Suisse Inc.:
the Class:*

Douglas Han
Shunt Tatavos-Gharajeh
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103

Michael Nourmand
James A. DeSario
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211

Sheldon A. Ostroff
LAW OFFICE OF SHELDON A.
OSTROFF
2488 Historic Decatur Road, Suite 200
San Diego, California 92106

Majid N. Najm
BON SUISSE INC.
11860 Community Road, Suite 100
Poway, California 92064

11. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts will be deemed to be one and the same instrument.
12. **Enforcement Actions.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
13. **Increase in Workweeks/Escalator.** Defendant represents that the class includes approximately 400 Class members accounting for approximately 20,000 total workweeks during the Class Period. If the total workweeks at the end of the Class Period is ten percent (10%) or more greater than the 20,000 total workweeks as represented by Defendant, Defendant shall increase the Settlement Fund based on the workweek value provided by the Settlement Administrator based on the total workweeks of 22,000. For example, if the total workweeks are 22,005 and the workweek value calculated based on 22,000 workweeks is \$20.00 per workweek, then Defendant would have to increase the Settlement Fund by \$100.00 ($22,005 - 22,000 = 5 \times \$20.00$).
14. **Personal Guarantee.** The shareholders of Bon Suisse Inc., Majid Najm and Elena Kassner, personally guarantee the first ten (10) payments of the Gross Settlement Amount identified in III.10.E which equals Three-Hundred Thousand Dollars (\$300,000.00). That is, in the event Bon Suisse

Inc. fails to fully comply with the terms of this Settlement Agreement, and in consideration for the acceptance of the Gross Settlement Amount in installments, Majid Najm and Elena Kassner hereby irrevocably, absolutely and unconditionally personally guarantee to Plaintiffs/Class Representatives the prompt and complete payment of the first ten (10) payments of Gross Settlement Amount, thereon, when due. Majid Najm and Elena Kassner hereby waive the right to assert any defenses they may have to their liability for the first ten payments of the Gross Settlement Amount, thereon, in case of default by Bon Suisse.

15. **Failure to Comply by Bon Suisse.** If Bon Suisse fails to comply with the payment terms prescribed by this Agreement, subject to ten (10) days written notice by certified U.S. First Class Mail Return Receipt Requested to Bon Suisse at its corporate headquarters located at 11860 Community Road, Suite 100, Poway, California 92064 and failure to cure within five (5) calendar days thereafter, the Plaintiffs/Class Representatives may seek to recover the full amount of damages subject to an off-set of amounts paid prior to the default. Bon Suisse will retain all of the defenses, both substantively and procedurally, it had to Plaintiffs/Class Representatives claims existing at the time of execution of this Agreement.

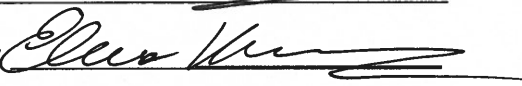
Print Name of Majid Najm Majid Najm

Signature of Majid Najm 

Acknowledging Personal Guarantee: 

Print Name of Elena Kassner ELENA KASSNER

Signature of Elena Kassner 

Acknowledging Personal Guarantee: 

16. **Financial Condition.** Defendant has provided Plaintiffs/Class Representatives' counsel's CPA with financial information, including its tax returns. said the CPA has concluded that it would cause a financial hardship to Defendant if it were required to pay any more than the Gross Settlement Amount, or if it were required to pay the Gross Settlement Amount over a shorter period of time.
17. Class Counsel will comply with all procedures and notice requirements prescribe by PAGA in connection with this Agreement.
18. Within fifteen (15) calendar days of full satisfaction of the terms of this Agreement by Bon Suisse, Class Counsel will file a full satisfaction of

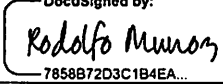
judgment with the Court and serve a copy of such document on Defendant's counsel.

19. If there is an inconsistency between this Agreement and the Exhibits annexed hereto, this Agreement will control.
20. Any and all documents exchanged between the Parties and/or the Parties' counsel in connection with the Action shall not be used for any other purpose other than prosecution of the Action.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: 3/5/2021

By: 
Rodolfo Munoz

Dated: _____

By: _____
Francisco Munoz

Dated: _____

By: _____
Gilbert Deras

BON SUISSE INC.

Dated: _____

By: _____
Majid N. Najm
By Its Chief Executive Officer

Dated: _____

By: _____
Majid N. Najm
Personal Guarantor of Bon Suisse Inc. pursuant
to Paragraph 14 and 15

Dated: _____

By: _____
Elena Kassner
Personal Guarantor of Bon Suisse Inc. pursuant
to Paragraph 14 and 15

APPROVED AS TO FORM:

judgment with the Court and serve a copy of such document on Defendant's counsel.

19. If there is an inconsistency between this Agreement and the Exhibits annexed hereto, this Agreement will control.
20. Any and all documents exchanged between the Parties and/or the Parties' counsel in connection with the Action shall not be used for any other purpose other than prosecution of the Action.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: _____	By: _____ Rodolfo Munoz
03/04/2021	<i>Francisco Munoz</i>
Dated: _____	By: _____ Francisco Munoz
03/04/2021	<i>Gilbert Deras</i>
Dated: _____	By: _____ Gilbert Deras

BON SUISSE INC.

Dated: _____	By: _____ Majid N. Najm By Its Chief Executive Officer
Dated: _____	By: _____ Majid N. Najm Personal Guarantor of Bon Suisse Inc. pursuant to Paragraph 14 and 15
Dated: _____	By: _____ Elena Kassner Personal Guarantor of Bon Suisse Inc. pursuant to Paragraph 14 and 15

APPROVED AS TO FORM:

judgment with the Court and serve a copy of such document on Defendant's counsel.

19. If there is an inconsistency between this Agreement and the Exhibits annexed hereto, this Agreement will control.
20. Any and all documents exchanged between the Parties and/or the Parties' counsel in connection with the Action shall not be used for any other purpose other than prosecution of the Action.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: _____

By: _____
Rodolfo Munoz

Dated: _____

By: _____
Francisco Munoz

Dated: _____

By: _____
Gilbert Deras

BON SUISSE INC.

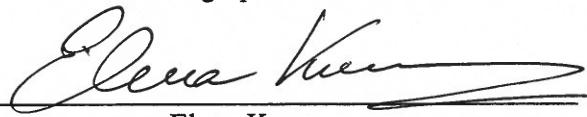
Dated: 03.09.21

By: 
Majid N. Najm
By Its Chief Executive Officer

Dated: 03.09.21

By: 
Majid N. Najm
Personal Guarantor of Bon Suisse Inc. pursuant
to Paragraph 14 and 15

Dated: 03.09.21

By: 
Elena Kassner
Personal Guarantor of Bon Suisse Inc. pursuant
to Paragraph 14 and 15

APPROVED AS TO FORM:

10

JUSTICE LAW CORPORATION

Dated: 3/5/21

By: 
Douglas Han
Attorneys for Plaintiff Francisco Munoz

THE NOURMAND LAW FIRM, APC

Dated: _____

By: _____
Michael Nourmand
James A. De Sario
Attorneys for Plaintiff Rodolfo Munoz

LAW OFFICE OF SHELDON A. OSTROFF

Dated: _____

By: _____
Sheldon A. Ostroff
Attorney for Defendant
BON SUISSE INC.

ARTIANO SHINOFF

Dated: _____

By: _____
Daniel R. Shinoff
Attorney for Defendant
BON SUISSE INC.

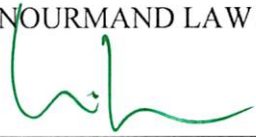
JUSTICE LAW CORPORATION

Dated: _____

By: _____

Douglas Han
Attorneys for Plaintiff Francisco Munoz

Dated: 3/5/21

By: _____


THE NOURMAND LAW FIRM, APC

Michael Nourmand
James A. De Sario
Attorneys for Plaintiff Rodolfo Munoz

LAW OFFICE OF SHELDON A. OSTROFF

Dated: _____

By: _____

Sheldon A. Ostroff
Attorney for Defendant
BON SUISSE INC.

ARTIANO SHINOFF

Dated: _____

By: _____

Daniel R. Shinoff
Attorney for Defendant
BON SUISSE INC.

JUSTICE LAW CORPORATION

Dated: _____

By: _____

Douglas Han
Attorneys for Plaintiff Francisco Munoz

THE NOURMAND LAW FIRM, APC

Dated: _____

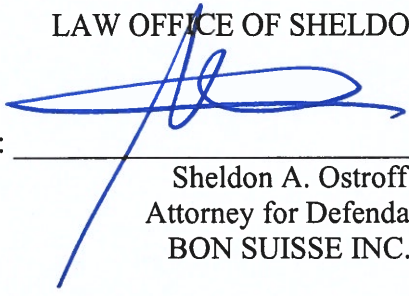
By: _____

Michael Nourmand
James A. De Sario
Attorneys for Plaintiff Rodolfo Munoz

LAW OFFICE OF SHELDON A. OSTROFF

Dated: 3/10/21

By: _____

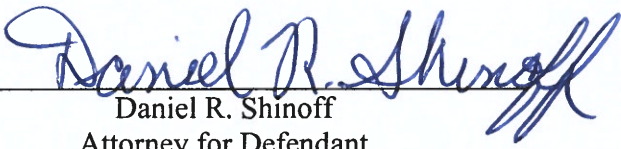


Sheldon A. Ostroff
Attorney for Defendant
BON SUISSE INC.

ARTIANO SHINOFF

Dated: 3/12/21

By: _____



Daniel R. Shinoff
Attorney for Defendant
BON SUISSE INC.

EXHIBIT 1

1 *Counsel of record listed on the next page*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

9

COUNTY OF SAN DIEGO - CENTRAL DIVISION

10

FRANCISCO MUNOZ, on behalf of himself and
all others similarly situated,

11

Plaintiffs,

12

13

v.

14

BON SUISSE INC., a California corporation;
and DOES 1 through 100, Inclusive,

15

Defendants.

16

Case No.: 37-2018-00031675-CU-OE-CTL
(Consolidated case 37-2018-00012621-CU-OE-CTL)

[Assigned to the Hon. Kenneth J. Medel,
Dept. C-66]

CLASS ACTION

**ORDER CONDITIONALLY CERTIFYING
SETTLEMENT CLASS, GRANTING
PRELIMINARY APPROVAL, APPROVING
NOTICE PROGRAM, AND SETTING
HEARING ON FINAL SETTLEMENT
APPROVAL**

IMAGED FILE

Complaint Filed: October 13, 2017

Trial Date: May 21, 2021

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**ORDER CONDITIONALLY CERTIFYING SETTLEMENT CLASS, GRANTING PRELIMINARY
APPROVAL, APPROVING NOTICE PROGRAM, AND SETTING HEARING ON FINAL SETTLEMENT
APPROVAL**

1 Attorneys for Plaintiff:

2 Michael Nourmand, Esq.
3 James A. De Sario, Esq.
4 Melissa M. Kurata, Esq.
5 THE NOURMAND LAW FIRM, APC
6 8822 West Olympic Boulevard
7 Beverly Hills, California 90211
8 Telephone: 310-553-3600
9 Facsimile: 310-553-3603

10 Douglas Han, Esq.
11 Shunt Tatavos-Gharajeh
12 JUSTICE LAW CORPORATION
13 751 North Fair Oaks Avenue, Suite 101
14 Pasadena, California 91103
15 Telephone: 818-230-7502
16 Facsimile: 818-230-7259

17 Attorneys for Defendant Bon Suisse Inc.:

18 LAW OFFICE OF SHELDON A. OSTROFF
19 Sheldon A. Osroff, Esq. (SBN 108510)
20 sostrofflaw@gmail.com
21 2488 Historic Decatur Road, Suite 200
22 San Diego, California 92106
23 Telephone: 619-232-3122
24 Facsimile: 619-232-3264

25 ARTIANO SHINOFF
26 Daniel R. Shinoff, Esq. (SBN 99129)
27 dshinoff@as7law.com
28 2488 Historic Decatur Road, Suite 200
San Diego, California 92106
Telephone: 619-232-3122
Facsimile: 619-232-3264

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ORDER

The motion for an order preliminarily approving the proposed class action settlement (the “Settlement Agreement”) and approving the proposed class notice program (the “Notice Program”) came on for hearing on _____, 2021 at _____ a.m. in Department C-66 of the above-entitled Court, The Honorable Kenneth J. Medel, Presiding.

This Court has carefully considered the propriety of conditional certification of the proposed Settlement Class (the “Settlement Class”) and the request for preliminary approval of the Settlement Agreement. This Court is fully informed and is in a position to weigh and evaluate, has weighed and evaluated, and will continue to weigh and evaluate, the claims and defenses, and the procedural and substantive barriers to trial and verdict.

The Court also has carefully considered the propriety of the parties’ proposed Notice Program and the proposed form of notice (the “Notice”).

Based upon the pending motion for preliminary approval of the Settlement Agreement and approval of the Notice Program, this Court, having read, heard, and considered all papers, pleadings, arguments, and evidence submitted, and good cause appearing therefore, now finds and orders as follows:

FINDINGS

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement.

2. The Settlement Class Representatives and Defendant, through their counsel of record herein, have reached an agreement to settle the claims alleged in the consolidated Actions.

3. Conditional certification for settlement purposes of the proposed Settlement Class defined herein and in the Settlement Agreement is appropriate under California Code of Civil Procedure section 382 and applicable case law. The Settlement Agreement is clearly within the range of possible approval as fair, adequate, and reasonable. It appears at this stage to be the product of arm’s-length, serious, informed, and non-collusive negotiations.

4. The Notice provides a neutral, informative, and clear explanation of the settlement,

including a description of the Settlement Class, the settlement process, the settlement amount, the relief the settlement proceeds will provide to the Participating Settlement Class Members and the rights of Class Members to object to or opt out of the settlement, and informs settlement Class Members that settlement class counsel will seek an award of attorneys' fees and costs from the settlement proceeds.

5. The Notice program provides the "best practicable" notice of the proposed settlement: direct mailing of the Notice and Claim Form.

6. The Notice, Claim Form and Notice Program constitute valid, due, and sufficient notice, and meet the requirements for notice of a class action settlement. *See Bell v. American Tile Ins. Co.*, 226 Cal. App. 3d 1589 (1991); *Cartt v. Superior Court*, 50 Cal. App. 3d 960 (1975).

ORDER

GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED THAT:

1. Pursuant to California Rule of Court 3.769(d) and (e), the Settlement Agreement is preliminarily approved and the Settlement Class is provisionally certified, for settlement purposes only, as a voluntary class pursuant to Code of Civil Procedure section 382 and applicable case law.

2. The Settlement Class is defined as follows: all current and former Bon Suisse employees compensated on an hourly basis and/or classified as non-exempt at any time from December 31, 2014 through September 30, 2020.

3. The Proposed Notice Program, including the proposed form of the Notice and Claim Form is approved.

4. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to Class Members in accordance with the implementation schedule set forth in paragraph 12 below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

5. Plaintiffs Francisco Munoz, Rodolfo Munoz, and Gilbert Deras ("Plaintiffs") are

conditionally approved as the Class Representative for the Class.

6. The proposed Class Representative Payment of \$10,000 payable to each Plaintiff for their agreement to a general release of claims and their services as the Class Representative are conditionally approved.

7. Douglas Han and Shunt Tatavos-Gharajeh, of Justice Law Corporation and Michael Nourmand and James A. De Sairo are conditionally approved as Class Counsel for the Class.

8. The proposed awards of up to \$420,000 in Class Counsel Fees and up to \$30,000 in Cost Payment to Class Counsel are conditionally approved.

9. A final approval hearing on the question of whether the Settlement, Attorney Fee Award, Cost Award, and the Class Representative Incentive Payment should be finally approved as fair, reasonable and adequate as to all Class Members who do not submit a valid and timely request to exclude themselves from the Settlement ("Participating Class Members") is scheduled on the date and time set forth in Paragraph 12 below.

10. The Court confirms CPT Group, Inc. ("CPT Group") as the Settlement Administrator.

11. The proposed payment Administration Costs currently estimated to be \$25,000 but not to exceed \$30,000 to CPT Group for its services as the Settlement Administrator is conditionally approved.

12. The Court orders the following **Implementation Schedule** for further proceedings:

·	Deadline for Defendant to submit the Class Data to the Settlement Administrator	14 calendar days after entry of the Preliminary Approval Order
·	Deadline for the Settlement Administrator to mail the Class Notice to Class Members	14 calendar days after entry of the Preliminary Approval Order
·	Deadline for Class Members to Request for Exclusion from Settlement or postmark objections to the Settlement to the Settlement Administrator	45 calendar days after initial mailing of the Class Notice to Class Members

1	Deadline for Class Counsel to file	16 Court days before Final Approval
2	Motion for Final Approval of	Hearing in conformity with Code of
3	Settlement	Civil Procedure § 1005
4	Deadline for Class Counsel to file	16 Court days before Final Approval
5	Motion for Attorneys' Fees, Costs and	Hearing in conformity with Code of
6	Class Representative Enhancement	Civil Procedure § 1005
7	Award	
8	Final Approval Hearing and Final	_____
9	Approval	at _____ in Department C-66

Dated: _____

HON. KENNETH J. MEDEL

EXHIBIT 2

CLASS NOTICE FOR MAILING

NOTICE OF CLASS ACTION SETTLEMENT

If you have worked for BON SUISSE INC. as an Hourly-Paid and/or Non-Exempt Employee in California at any time from December 31, 2014 through September 30, 2020, you could receive money from a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in (two (2) class action lawsuits that affects your rights.
- The settlement resolves two (2) class action lawsuits against Bon Suisse Inc. (“Bon Suisse” or the “Company”) alleging that Bon Suisse failed to pay wages owing, including minimum and overtime wages, failed to provide employees meal and rest periods, failed to pay all wages at termination, failed to reimburse expenses, failed to maintain records, and failed to provide accurate wage statements.
- The Court has not decided whether to finally approve the settlement. Payments will be made only after the Court approves the settlement and in case of an appeal, when the appeal is resolved.
- The decision whether to participate in, request to be excluded from, and/or object to the settlement is entirely yours. Bon Suisse will not retaliate against anyone for participating (or not participating) in the settlement.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SHARE OF THE SETTLEMENT AWARD	Do nothing. Automatically receive your settlement award. Release the wage and hour claims referenced herein against Bon Suisse. See Sections 24-25 below for more information about your settlement award. See Section 26 below for more information about the release.
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT	Ask to be excluded. Receive no payment. See Section 11 below.
OBJECT TO THE TERMS OF THE SETTLEMENT	Serve an objection that the settlement is unfair or inadequate. See Section 12 below.

Please read this Notice carefully. It describes your rights, and the steps you have to take, if any, to receive money from the settlement or to exclude yourself from the settlement.

BASIC INFORMATION

1. Why did I receive this Notice?

Bon Suisse's employment records show that you were employed as an hourly-paid and/or non-exempt employee and have worked at least one shift for the Company during the period from December 31, 2014 through September 30, 2020. A settlement has been reached in two (2) class action lawsuits against Bon Suisse that affects your rights. The Superior Court of California, County of San Diego, which is overseeing these class actions, ordered that you be sent this Notice.

2. What are these two (2) class actions about?

The two (2) class action lawsuits, known as *Rodolfo Munoz v. Bon Suisse Inc.*, Case No. 37-2018-00012621-CU-OE-CTL and *Francisco Munoz v. Bon Suisse Inc.*, Case No. 37-2018-00031675-CU-OE-CTL, which have been consolidated for settlement purposes, allege that Bon Suisse did not pay wages owing, including minimum and overtime wages, did not provide meal and rest periods, did not pay all wages at termination, did not reimburse expenses, did not maintain records, and did not provide accurate wage statements.

3. What does Bon Suisse contend?

Bon Suisse denies all of the allegations in the lawsuit. Bon Suisse contends that it has complied with its legal obligations. Bon Suisse also contends that the lawsuit could not be maintained as class actions if it was litigated.

4. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The Class Representatives in this lawsuit are Rodolfo Munoz, Francisco Munoz, and Gilbert Deras. The employees they represent are the "Class" or "Class Members." The Class Representatives and all the Class Members are called the "Plaintiffs." Bon Suisse is called the "Defendant." One Court resolves the issues for everyone in the Class, except for those people who request to exclude themselves from the Class.

5. Why is this lawsuit being settled?

After settlement negotiations and the exchange of information and documents, the Class Representatives and Bon Suisse have agreed to settle this case. The settlement represents a compromise of disputed claims and is not an admission that Bon Suisse violated the law. The Class Representatives and their attorneys believe the settlement is in the best interests of the Class given the risks and expense.

6. Has the Court decided who is right?

No. The Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

7. Who is the Settlement Administrator?

The Settlement Administrator is a third party appointed by the Court to send this Notice, process and issue settlement checks, and otherwise administer the settlement. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at Bon Suisse, or ask questions regarding the processing of settlement awards. You may contact the Settlement Administrator at:

CPT Group, Inc.
Attn: *Munoz et al. v. Bon Suisse Class Settlement*
«Address»
«City»,«State» «Zipcode»

YOUR RIGHTS AND OPTIONS

8. Am I part of this Class?

In preliminarily approving the settlement, the Court has defined the Class to include all current and former hourly-paid and/or non-exempt Bon Suisse employees in California who have worked at any time from December 31, 2014 through September 30, 2020, and who do not otherwise opt-out of the lawsuit. Records indicate that you are a class member. (If you do not want to be part of this case, read Section 11 below).

9. What does the settlement provide?

The parties have agreed to create a settlement fund to be divided among all Class Members, as discussed below. In return, Class Members who do not timely request to be excluded from the Class will release wage and hour claims they might have against Bon Suisse that were or could have been raised based on the allegations in the lawsuit. For more information about your estimated payment out of the settlement fund and the way it was calculated, see Sections 24-25 below. For more information about the claims being released as part of the settlement, see Section 26 below.

10. How do I participate in the settlement?

You do not need to do anything to participate. You will automatically receive a settlement payment and release certain claims as referenced herein against Bon Suisse unless you request to be excluded from the settlement.

11. How do I request to be excluded from the settlement?

If you wish to be excluded from the settlement, you must write the Settlement Administrator at the address specified above in Section 7 and request to be excluded. Your request must include: (1) your name, (2) the last four digits of your social security number, (3) your address, (4) your telephone number, (5) your written statement that you request to be excluded from the Settlement, and (6) your dated signature. **To be effective, your request must be postmarked no later than <<date>>.**

If you do not complete and timely mail a valid request to be excluded from the settlement, you will be bound by all terms and conditions of the settlement, including its release of claims. If you do submit a timely and valid request to be excluded, you will not receive any money from the settlement and will not be bound by its release of claims.

12. May I object to the settlement?

If you believe the settlement is unfair or inadequate, you may object, personally or through an attorney, at your own expense, by mailing a copy of your objection to the Settlement Administrator at the address set forth above in Section 7. You cannot object to the settlement **and** exclude yourself from the settlement.

Your objection must include: (1) your name, (2) all factual and legal reasons why you object to the settlement, (3) a list of any documents or witnesses you contend support your objection, and (4) your dated signature. **To be effective, your objection must be postmarked no later than <<date>>. Do not telephone the Court or Bon Suisse's counsel.**

If the Court rejects your objection, you will be bound by the terms of the settlement and you will not be able to exclude yourself from the settlement.

13. When is the final approval hearing?

A final approval hearing on the fairness and adequacy of the proposed settlement will be held on , 20__ at __:00 __.m. in Department C-66 of the Superior Court of California for the County of San Diego, located at 330 West Broadway, San Diego, California 92101. The final approval hearing may be continued without further notice. If the settlement is not approved, the lawsuit will continue.

14. When will I receive my payment?

The payments will be made in four (4) installments. On May 15, 2021 and continuing on the fifteenth (15th) of every month thereafter, Defendant shall pay \$25,000 per month to the Settlement Administrator until the Gross Settlement Amount has been fully funded. If the fifteenth (15th) calendar day of the month is a weekend or holiday, the deposit shall be made by the next business day thereafter. Those funds shall be deposited into an interest-bearing Qualified Settlement Fund to be maintained by the Settlement Administrator.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has determined that Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation and Michael Nourmand and James DeSario of The Nourmand Law Firm, APC are qualified to represent you and all Class Members. Lawyers for this firm are called “Class Counsel.” They are experienced in handling similar cases. Their contact information is at the end of this Notice.

16. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, however, you are responsible for paying that lawyer.

17. How will Class Counsel be paid?

You do not have to pay Class Counsel’s fees and costs. The fees and costs that the Court approves will be paid by Bon Suisse. More information about the attorneys’ fees and costs is contained in Section 20 below.

TERMS OF THE SETTLEMENT

18. What has Bon Suisse agreed to do?

Bon Suisse has agreed to pay a total of \$1,200,000 (the “Gross Settlement Amount”), which includes the payments to the Class Members, the Class Representative Payments to be paid to the Class Representatives, Class Counsel Fees and Costs Payment, the PAGA Payment, employer side of payroll taxes, and the Settlement Administrator Payment for costs incurred in administering the Settlement. The “Settlement Fund” that will be distributed to the Class Members is the amount of the Gross Settlement Amount, minus the Class Representative Payments, the Class Counsel Fees and Costs Payment, the PAGA Payment, employer side of payroll taxes, and the Settlement Administrator Payment.

19. What is a “Class Representative Payment”?

In class actions such as this one, a Court may provide the class representative a “Class Representative Payment” in recognition of the time, effort, and risks the class representative took to prosecute the class action. In the present case, the Settlement provides that the Plaintiffs/Class Representatives will request the Court approve a Class Representative Payment to Rodolfo Munoz, Francisco Munoz, and Gilbert Deras of \$10,000 each.

20. How much will the attorneys get?

Class Counsel will ask the Court to receive \$420,000 or 35% of the Gross Settlement Amount to pay for their attorneys' fees incurred in connection with their work in this case, together with reasonable costs incurred not to exceed \$30,000. Class Members are not personally liable for any fees and costs.

21. How much will it cost to administer the Settlement?

It is estimated that it will cost approximately \$25,000 to fully administer the settlement.

22. How will the Settlement Fund be distributed to Class Members?

The Settlement Fund will be distributed to Class Members as follows:

- The percentage share of the Settlement Fund to be paid to each Participating Class Member will be determined by dividing the number of Individual Work Weeks worked by each Participating Class Member during the period from December 31, 2014 through September 30, 2020 by the Total Work Weeks worked by all of the Participating Class Members during the period from December 31, 2014 through September 30, 2020.
- If any settlement checks are not cashed within 180 days after mailing, the Settlement Administrator will send the amount represented to the California State Controller Unclaimed Property with the identity of the Class Member to whom the funds belong to be held for the Class Member per the California Unclaimed Property Law in the interest of justice.

23. Will I have to pay taxes on my award?

Fifty percent (50%) of your award will be considered to be wages and will be reported on IRS Form W-2 with all appropriate taxes withheld. The rest of your award will be reported on IRS Form 1099 as payment of interest, penalties, and reimbursement.

You should consult a tax professional for more information about your own specific situation.

24. How will my share of the settlement be calculated?

Your share of the settlement will be calculated pro-rata based on the number of work days you worked from December 31, 2014 through September 30, 2020. See Section 22 above.

According to Bon Suisse's records:

- You worked ___ work days from December 31, 2014 through September 30, 2020.

If the information above is incorrect and you wish to correct the information, you must submit a signed, written statement explaining why you dispute this information. Attach copies (not originals) of any relevant documents supporting your dispute. You must mail the signed and completed statement to the Settlement Administrator at the address set forth above in Section 7 no later than <<date>>. **If your signed and completed statement is not postmarked by this date, you will not be able to dispute the calculation of your settlement share.** After consultation with you, Class Counsel, and Bon Suisse, the Settlement Administrator will make a final determination that you will not be able to appeal.

25. What is my estimated share of the settlement?

Based on the records supplied to the Settlement Administrator, your **estimated** settlement award is \$ _____. Please note that this amount may change depending on various factors, including the number of Class Members, if any, who request to be excluded from the settlement.

RELEASE OF CLAIMS

26. What claims are being released as part of the settlement?

Upon final approval of the Settlement by the Court and full payment of the Gross Settlement Amount described in III.E.11 of the Settlement, and except as to such rights as may be created by the Settlement, Plaintiffs/Class Representatives and each Participating Class Member fully release and discharge Bon Suisse and its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and respective successors and predecessors in interest, subsidiaries, affiliates, related companies, parents and attorneys from the following claims against Bon Suisse during the period between October 13, 2013 through September 30, 2020 alleged in the Action, including: any and all causes of action, claims, rights, damages, or statutory damages, statutory penalties, liabilities, expenses, and losses that were or could have been asserted based on the facts alleged in the Action for: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods or Meal Period Premiums; (3) Failure to Provide Rest Periods or Rest Period Premiums; (4) Failure to Pay All Wages Upon Termination; (5) Failure to Provide Accurate Wage Statements; (6) Unfair Competition based on the alleged Labor Code violations; (7) Unpaid Minimum Wages; (8) Unreimbursed Business Expenses; Civil Penalties under Labor Code Section 2698, *et seq.*, based on the alleged Labor Code violations asserted in the Action or that could have been asserted based on or related to the alleged Labor Code violations. Thus, the settlement releases all penalties interests, fees, etc. based on the claims asserted, or could be asserted, based on the violations alleged in the consolidated Action.

FINAL SETTLEMENT APPROVAL HEARING

27. When will the Court consider whether to finally approve the settlement?

The Court will hold a hearing in Department C-66 of the Superior Court of California for the County of San Diego, located at 330 West Broadway Street, San Diego, California 92101, on _____, 20__ at __:00 __.m., to decide whether to finally approve the Settlement. At that time,

the Court will also decide whether to approve Class Counsel's request for attorneys' fees and reimbursement of costs, the Class Representative Payment, the PAGA payment, and the Settlement Administrator's payment.

It is not necessary for you to appear at this hearing. You may appear and speak at the hearing if you want to do so. Any attorney who will represent you must file a notice of appearance with the Court and serve the notice of appearance on Class Counsel and counsel for Bon Suisse on or before _____, 20__ (one week before the hearing). You will be solely responsible for the fees and costs of your own attorney.

The Final Settlement Approval hearing may be postponed without further notice to the Class. If the settlement is not approved, the lawsuit will continue.

FURTHER INFORMATION

28. How do I get more information?

This Notice provides a summary of the basic terms of the settlement. For the Settlement's complete terms and conditions, please consult the Settlement Agreement that was filed with the Court.

If you have more questions about this Notice or the lawsuit, you can contact Class Counsel at:

Douglas Han
Shunt Tatavos-Gharajeh
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, CA 91103
Telephone: (818) 230-7502
Email: info@justicelawcorp.com

Michael Nourmand
James DeSario
The Nourmand Law Firm, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone: (310) 553-3600
mnourmand@nourmandlawfirm.com
jdesario@nourmandlawfirm.com

**PLEASE DO NOT TELEPHONE OR WRITE THE COURT, THE OFFICE OF THE
CLERK, BON SUISSE INC. OR COUNSEL FOR BON SUISSE INC. FOR
INFORMATION REGARDING THIS SETTLEMENT**

EXHIBIT 3

Counsel of record listed on the next page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO - CENTRAL DIVISION**

FRANCISCO MUNOZ, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

BON SUISSE INC., a California corporation;
and DOES 1 through 100, Inclusive,

Defendants.

Case No.: 37-2018-00031675-CU-OE-CTL
(Consolidated case 37-2018-00012621-CU-OE-CTL)

[Assigned to the Hon. Kenneth J. Medel, Dept.
C-66]

CLASS ACTION

**[PROPOSED] JUDGMENT, FINAL
ORDER, AND DECREE GRANTING
FINAL APPROVAL TO CLASS ACTION
SETTLEMENT**

IMAGED FILE

Complaint Filed: October 13, 2017
Trial Date: May 21, 2021

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1 Attorneys for Plaintiff:

2 Michael Nourmand, Esq.
3 James A. De Sario, Esq.
4 Melissa M. Kurata, Esq.
5 THE NOURMAND LAW FIRM, APC
6 8822 West Olympic Blvd.
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8 Telephone: 310-553-3600
9 Facsimile: 310-553-3603

10 Douglas Han, Esq.
11 Shunt Tatavos-Gharajeh
12 JUSTICE LAW CORPORATION
13 751 North Fair Oaks Avenue, Suite 101
14 Pasadena, California 91103
15 Telephone: 818-230-7502
16 Facsimile: 818-230-7259

17 Attorneys for Defendant Bon Suisse Inc.:

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San Diego, California 92106
Telephone: 619-232-3122
Facsimile: 619-232-3264

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ORDER

On _____, 2021, this Court entered an "Order Conditionally Certifying Settlement Class, Granting Preliminary Approval, Approving Notice Program, And Setting Hearing on Final Settlement Approval."

On _____, 2021 this Court conducted a final approval and fairness hearing to evaluate the proposed class settlement agreement (the "Settlement Agreement"). The parties appeared through their attorneys of record. This Court, having read, heard, and considered all papers, pleadings, arguments, and evidence submitted, and good cause appearing therefor, now finds and orders as follows:

FINDINGS

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement.

2. The Notice provided a neutral, informative, and clear explanation of the settlement, including a description of the Settlement Class, the settlement process, the settlement amount, the relief the settlement proceeds will provide Settlement Class Members, and the rights of Settlement Class Members to object to or opt out of the settlement, and informed Settlement Class Members that Settlement Class Counsel would seek an award of attorneys' fees and costs from the settlement proceeds.

3. The Notice provided the "best practicable" notice of the settlement, constitutes valid, due, and sufficient notice, and meets the requirements for notice of a class action settlement. See *Bell v. American Title Insurance Co.*, 226 Cal. App. 3d 1589 (1991); *Cartt v. Superior Court*, 50 Cal. App. 3d 960 (1975). Accordingly, this Court determines that all members of the Settlement Class who did not opt out of the Settlement are bound by this Judgment, Final Order, and Decree.

4. For the reasons set forth in the settling parties' written responses and expressed by this

1 Court and the settling parties at the hearing, the objections to the settlement, if any, do not warrant the
2 denial of final approval.

3 5. Certification for settlement purposes of the proposed Settlement Class is appropriate
4 under California Code of Civil Procedure section 382.

5 6. The settlement is fair, adequate, and reasonable, in the best interest of the Settlement
6 Class as a whole, and represents a fair and reasonable outcome in light of the defenses raised. The
7 settlement is the product of arm's-length, serious, informed and non-collusive negotiations.

8 7. The Defendant opposed, and continues to oppose, the Settlement Class Members'
9 claims and the class treatment of the Settlement Class Members' claims for litigation purposes.
10 Nothing herein purports to extinguish or waive the Defendant's right to continue to oppose the merits
11 of these or other claims or class treatment of these or other claims in this or any other case if the
12 settlement fails to become effective.
13

14
15 **ORDER**

16 **GOOD CAUSE APPEARING THEREFOR, IT IS HEREBY ORDERED THAT:**

17 1. The objections, if any, to the settlement are without merit and are hereby overruled.

18 2. Pursuant to California law, this Court hereby grants final approval to the Settlement
19 Agreement, which is expressly incorporated herein by this reference and which shall have the full
20 force and effect of an order of this Court, and hereby directs that the settlement be consummated in
21 accordance with its terms and conditions.
22

23 3. The Settlement Class is defined as follows: all current and former Bon Suisse
24 employees compensated on an hourly basis and/or classified as non-exempt at any time between
25 December 31, 2014 through September 30, 2020, unless any such person timely elected to opt out of
26 the settlement pursuant to Section 4.b of the Settlement Agreement.

27 4. The Settlement Agreement and this Judgment fully release and discharge Bon Suisse and its
28

1 past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives,
2 accountants, auditors, consultants, insurers and reinsurers, and respective successors and predecessors
3 in interest, subsidiaries, affiliates, related companies, parents and attorneys from the following claims
4 against Bon Suisse during the period between October 13, 2013 and September 30, 2020 alleged in
5 the action, including: any and all causes of action, claims, rights, damages, or statutory damages,
6 statutory penalties, Labor Code section 203 penalties, liabilities, expenses, and losses that were or
7 could have been asserted based on the facts alleged in the Action for: (1) Failure to Pay Overtime
8 Wages; (2) Failure to Provide Meal Periods or Meal Period Premiums; (3) Failure to Provide Rest
9 Periods or Rest Period Premiums; (4) Failure to Pay All Wages Upon Termination; (5) Failure to
10 Provide Accurate Wage Statements; (6) Unfair Competition based on the alleged Labor Code
11 violations; (7) Unpaid Minimum Wages; (8) Unreimbursed Business Expenses; Civil Penalties under
12 Labor Code Section 2698, *et seq.*, based on the alleged Labor Code violations asserted in the Action
13 or that could have been asserted based on or related to the alleged Labor Code violations (the
14 “Released Claims”).

15
16
17 5. Under Code of Civil Procedure Sections 578, 579, and 664.6, this Court, in the interests
18 of justice, and there being no just reason for delay, expressly directs the Clerk of this Court to enter
19 this Order as a Judgment, and hereby decrees, that, upon entry, it be deemed as a final judgment with
20 respect to all claims by all members of the Settlement Class against the settling Defendant and the
21 other Released Parties, in accordance with the terms of the Settlement Agreement.

22
23 6. All members of the Settlement Class who did not opt out of the Settlement are barred
24 and permanently enjoined from prosecuting the Settled Claims and/or Released Claims pursuant to
25 and/or under the Settlement.

26 7. Rodolfo Munoz, Francisco Munoz and Gilbert Deras are hereby approved as the
27 Settlement Class Representatives. Rodolfo Munoz, Francisco Munoz and Gilbert Deras are hereby
28

1 approved to each receive an incentive award in the amount of \$_____ from the Gross Settlement
2 Amount and _____ is hereby approved to receive an incentive award in the amount of \$_____ from
3 the Maximum Settlement Amount.

4 8. Michael Nourmand, James A. De Sario and Melissa M. Kurata of The Nourmand Law
5 Firm and Douglas Han and Shunt Tatavos-Gharajeh of the Justice Law Corporation are hereby
6 approved as Settlement Class Counsel. Upon hearing and review of the motion for an award of
7 Settlement Class Counsel fees and costs, this Court hereby approves \$_____ for Settlement Class
8 Counsel's fees and \$_____ (not to exceed \$30,000) for Settlement Class Counsel's costs. These
9 awards shall be paid from the Gross Settlement Amount and constitute the full and total compensation
10 for Settlement Class Counsel for all fees and expenses incurred in connection with all claims ever
11 asserted in this action.
12

13 9. CPT Group, Inc. is approved as the Claims Administrator and shall be paid \$_____
14 from the Gross Settlement Amount as full and total compensation for its services and expenses
15 incurred in connection with the settlement administration in this matter.
16

17 10. Without affecting the finality of this Judgment, this Court shall retain exclusive and
18 continuing jurisdiction over this action and the parties, including all Settlement Class Members, for
19 purposes of supervising, administering, implementing, enforcing, construing, and interpreting the
20 Settlement Agreement, the claims process thereunder, and this Judgment.
21

22
23 Dated: _____

HON. KENNETH J. MEDEL

EXHIBIT 4
[ENVELOPE FOR MAILING CLASS NOTICE]

(Name of Settlement
Administrator
Street Address
City, State, Zip)

«Name»
«Address»
«City»,«State»
«Zipcode»

**Court-Ordered Class Action Notice Inside
Your Rights Could Be Affected by a Class Action
Settlement in *Rodolfo Munoz, et al. v. Bon Suisse
Inc.***

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On December 11, 25, I served the foregoing document described as

for the following case: **Deras, et al. v. Bon Suisse, Inc.**
 LWDA/Court Case No.: **LWDA-CM-818672-21**
37-2018-00031675-CU-OE-CTL and 37-2018-00012621-CU-
OE-CTL
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on December 11, 2025, at Pasadena, California.

Maith Andlauer

Mariah Anderson