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and on behalf of all others similarly situated
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10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 VIJAY SHETH, as an individual and on
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 ICON BURGER ACQUISITION LLC, a
Delaware limited liability company;
16 SMASHBURGER ACQUISITION-SO CAL
LLC, a Delaware limited liability company;
17 SMASHBURGER ACQUISITION – SAN
DIEGO LLC, a Delaware limited liability
18 company; SMASHBURGER
ACQUISITION – SACRAMENTO LLC, a
19 Delaware limited liability company; and
20 DOES 1-100, inclusive,

21 and DOES 1-100, inclusive,

22 Defendants.

CASE NO.: 22STCV09093

Assigned for All Purposes to:
Hon. Elaine Lu
Dept SSC-9

15 **DECLARATION OF BRYN BRIDLEY ON**
16 **NOTICE AND SETTLEMENT**
17 **ADMINISTRATION**

18 **DATE: April 15, 2025**
19 **TIME: 10:00 a.m.**
20 **DEPT.: SSC-9**

1 I, BRYN BRIDLEY, hereby declare as follows:

2 1. I am the Vice President of Business Development at Atticus Administration, LLC
3 (“Atticus”), a firm providing class action and settlement administration services. I have experience
4 with class action notice and settlement administration. I am fully familiar with the facts contained
5 herein based upon my personal knowledge and involvement with this settlement.

6 2. Atticus is the Administrator for the above-captioned action and is responsible for
7 carrying out the terms of the *Class Action and PAGA Settlement Agreement and Class Notice*
8 (“Settlement Agreement”) pursuant to the *First Amended Final Ruling on the Parties’ Motion for*
9 *Preliminary Approval of Class Action Settlement* (“Preliminary Approval Order”) entered by the
10 Court on January 6, 2025.

11 3. I submit this declaration to inform the parties and the Court of the: (i) dissemination
12 of the *Notice of Class Action Settlement* (“Class Notice” or “Notice”), (ii) Workweek disputes,
13 exclusion requests, and objections received, and (iii) estimated Individual Class and PAGA
14 Payments.

15 **I. NOTICE DISSEMINATION**

16 4. On January 14, 2025, Atticus received a data file from Defense Counsel that
17 included the name, address, social security number, dates of employment, the number of Workweeks
18 worked during the period from March 14, 2018 to September 1, 2024 (the “Class Period”) and the
19 number of Pay Periods worked during the period from March 14, 2021 to September 1, 2024 (the
20 “PAGA Period”) for 2,485 current and former non-exempt hourly employees employed by
21 Defendants in California (the “Settlement Class,” “Class Members,” or the “Class List”). Atticus
22 reviewed the Class List and found no incomplete records.

23 5. The final Class List included 2,485 Class Members who worked 77,131 Workweeks
24 during the Class Period, 1,175 of whom are also Aggrieved Employees who worked 17,095 PAGA
25 Pay Periods. The escalator clause contemplated in Section 8 of the Settlement Agreement was not
26 triggered. The Class List was processed through the National Change of Address database
27 maintained by the United States Postal Service (“USPS”) prior to sending Notice. This service
28

1 provides address updates for individuals who have filed a change of address card with the USPS in
2 the past four (4) years.

3 6. On January 28, 2025, the Class Notice was sent by U.S. First Class mail in English
4 and Spanish to all 2,485 Settlement Class Members. The Class Notice outlined the terms of the
5 Settlement, informed recipients of their legal rights and options, the deadlines for acting on those
6 options and the implications of each, as well as the benefits provided by the Settlement and how
7 Settlement Payments would be calculated and details on the Final Settlement Approval Hearing,
8 among other things. The Notice also included the recipient's estimated Individual Class and PAGA
9 Payment amounts and the applicable Workweeks and Pay Periods according to Defendant's records,
10 on which the estimates were calculated. True and correct copies of the English and Spanish Notice
11 are attached hereto as **Exhibit A**.

12 7. Of the 2,485 Notices mailed, 407 have been returned to Atticus as undeliverable.
13 Four (4) of the undeliverable records included forwarding addresses from the USPS and the Notices
14 were promptly remailed. Four hundred two (402) of the remaining undeliverable records have been
15 sent to a professional service for tracing where new addresses were obtained for 354 records and
16 were not obtained for 48 records. Notices were promptly remailed to the 354 trace addresses, six (6)
17 of which were returned to Atticus a second time. One (1) undeliverable record was not traced
18 because Atticus received an update from the Class Member and resent the Notice prior to receipt of
19 the undeliverable Notice. As of this writing, 2,431 Class Members, or 97.83% of the Settlement
20 Class have successfully been sent Notice

21 8. Atticus will continue to trace and remail undeliverable Notices until the deadline for
22 requesting exclusion and objecting to the Settlement have passed.

23 **III. WORKWEEK DISPUTES, EXCLUSION REQUESTS AND OBJECTIONS**

24 9. Settlement Class Members who disagree with the Class Workweeks and/or PAGA
25 Periods referenced in their Notice have until March 14, 2025 to communicate their challenges with
26 Atticus. Atticus has received one (1) dispute to date which is currently under review.
27
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10. Settlement Class Members have until March 14, 2025 to postmark a written Request for Exclusion if they do not want to fully participate in the proposed Settlement (“Non-Participating Class Members”). Atticus has received one (1) exclusion request to date, from Endang Widjaja.

11. Settlement Class Members have until March 14, 2025 to submit a written objection to any aspect of the Settlement Agreement that they do not agree with. No objections have been received by Atticus to date.

IV. ESTIMATED INDIVIDUAL CLASS AND PAGA PAYMENTS

12. Atticus calculated the estimated Individual Class and PAGA Payments for inclusion in the Class Notices in accordance with ¶ 3.2.4 and ¶ 3.2.5 of the Settlement Agreement. After reducing the \$989,940 Gross Settlement Amount by the award amounts contemplated by the Settlement Agreement for the Class Counsel’s Fee Payment (\$329,947), Litigation Costs (\$14,886.34), Plaintiff Award (\$5,000), PAGA Payment (\$25,000), and actual Administration Expenses (\$19,610), the Net Settlement Amount of \$595,496.66 was used to calculate estimated Individual Class Payment.

13. Each Class Member’s Individual Class Payment for inclusion in the mailed Notice was calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Class Workweeks. The Settlement Class worked a total of 77,131 Workweeks during the Class Period. The value of an individual Workweek used for the estimated calculations was \$7.72. Assuming 100% Class Participation, estimated Individual Cash Payments for Class Members ranged from \$7.72 to \$2,609.57, with a \$239.64 average award and a \$138.97 median amount.

14. Individual PAGA Payments were calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$6,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. The Aggrieved Employees worked a total of 17,095 Pay Periods during the PAGA Period. The value of an Individual Pay Period used for the

1 estimated calculations was \$0.37. Individual PAGA Payments ranged from \$0.37 to \$33.27 with a
2 \$5.32 average award and a \$3.29 median amount.

3 15. Upon the Court's entry of a final approval Order, Atticus will recalculate and
4 finalize the Class and PAGA Payments in accordance with the award amounts approved for
5 payment from the GSA and accounting for any timely exclusion request(s) received.

6 16. Atticus will provide the Parties and the Court with a supplemental declaration to
7 report on final undeliverable mail, exclusion requests, and objections after the March 14, 2025
8 deadline has passed.

9 17. Atticus will charge a total of \$19,610.00 for its services rendered and to be rendered
10 in completing the administration of the settlement. Atticus's work in connection with this matter
11 will continue with the calculation of the Settlement checks, issuance and mailing of those
12 Settlement checks, etc., and to do the necessary tax reporting on such payment.

13 **I declare under penalty of perjury under the laws of the State of California and the**
14 **State of Minnesota that the foregoing is true and correct, and that this declaration was**
15 **executed on the 10th day of March 2025 in Saint Paul, Minnesota.**

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Bryn Bradley

EXHIBIT A

LOS ANGELES COUNTY SUPERIOR COURT

NOTICE OF CLASS ACTION SETTLEMENT
VIJAY SHETH V. ICON BURGER ACQUISITION, LLC, et al.

If you are currently or were employed at a Smashburger in California at any time between March 14, 2018, and September 1, 2024, a class action settlement may affect your rights.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Superior Court for the County of Los Angeles has authorized this Notice in the matter of *Sheth v. Icon Burger Acquisition, LLC, et al.*, Case No. 22STCV09093 (the “**Litigation**”). This is not a solicitation from a lawyer.

- Defendants Icon Burger Acquisition LLC, Smashburger Acquisition - So Cal LLC, Smashburger Acquisition - San Francisco LLC, Smashburger Acquisition - San Diego LLC, Smashburger Acquisition - Sacramento LLC operate restaurants known as “Smashburger” in California (together they are called “**Smashburger**” in this Notice).
- On March 14, 2022, Plaintiff Vijay Sheth (called the “**Plaintiff**” in this Notice), a former employee of Smashburger, filed a class action lawsuit against Smashburger. On May 11, 2022, Plaintiff filed a representative lawsuit under the Private Attorneys General Act (“**PAGA**”) against Smashburger. Both lawsuits are consolidated and pending before Hon. Yvette M. Palazuelos, in Department 9 of the Los Angeles County Superior Court (together the lawsuits are called the “**Action**”).
- In the Action, Plaintiff claims that Smashburger failed to pay all minimum wages and overtime wages, failed to provide meal periods and rest periods, failed to provide accurate wage statements, failed to timely pay all wages after the end of employment, failed to reimburse all business expenses, violated California’s Unfair Competition Law, and is liable for civil penalties under the PAGA.
- Smashburger disputes Plaintiff’s claims. Smashburger expressly and specifically denies violating any laws and believes it has complied with the law in all respects and denies any liability for the claims asserted by Plaintiff. Smashburger is not admitting liability of any of the factual and legal allegations asserted in the lawsuit and denies that the lawsuit should proceed as a class action for any purpose other than this Settlement.
- After investigating the claims at issue, and the possible defenses to those claims, the Parties have agreed to settle this case to avoid the cost and risk of further litigation. In view of the costs and risks that continued litigation would entail, Plaintiff and his counsel believe the Settlement is in the best interests of all non-exempt hourly employees who worked for Smashburger in California during the Class Period and PAGA Period.
- For settlement purposes only, the Court has conditionally certified the Action to be a class action on behalf of all non-exempt employees employed by Smashburger in California from March 14, 2018, through September 1, 2024 (the “**Class Period**”).
- Your legal rights may be affected by this Settlement whether you act or do not act. Your options are explained in this Notice. Thus, please read this Notice carefully and in its entirety.

To request to be excluded from, or object to, this Settlement, you must act before **March 14, 2025**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

(1) DO NOTHING	(1) Receive part of the Settlement. <i>If you do not do anything upon receipt of this Notice, you will receive a sum of money based on your dates of employment with Smashburger; you will give up your right to sue for alleged violations and related claims released by the Settlement; you will have no right to appeal; and you will forfeit your right to bring or participate in a similar action against Smashburger.</i>
(2) OPT-OUT	(2) Opt-out or exclude yourself from the Settlement. <i>If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money from the Class portion of the Settlement, and you will not give up any rights you may have, except as to the PAGA portion of the Settlement.</i>

3) OBJECT	(3) Write to the Court about why you object to the Settlement. <i>If you object to the Settlement, you can write to the Court about why you don't agree with the Settlement. You may also present oral objections to the Court at the Final Approval Hearing. The Court may or may not agree with your objection. If the Court approves the Settlement, you will still be bound by its terms.</i>
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THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

WHAT THIS NOTICE CONTAINS

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You are receiving this Notice because the Superior Court for the County of Los Angeles has granted preliminary approval to a class action settlement for settlement purposes only, and Smashburger's records indicate that you may be a member of the Settlement Class. As such, you may be eligible for compensation from this Settlement.

As a Class Member, your interests are being represented at no expense to you by Zachary Crosner, Jamie Serb, and Chad Saunders of Crosner Legal, P.C. ("**Class Counsel**"). You may also hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

On March 14, 2022, Plaintiff filed a complaint in Superior Court for the County of Los Angeles ("**the Court**") on behalf of all current and former non-exempt employees employed by Smashburger in the State of California (referred to as "**Class Members**"). The complaint made claims for: 1) Failure to Pay Minimum Wage for All Hours Worked; 2) Failure to Pay Wages for All Hours Worked at Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize or Permit Rest Periods; 5) Failure to Provide Complete and Accurate Wage Statements; 6) Failure to Pay All Wages Timely Upon Separation of Employment; 7) Failure to Reimburse Business Expenses; and 8) Unfair Business Practices. Plaintiff's separate complaint, filed on May 11, 2022, alleged violations of PAGA against Smashburger.

The Parties thoroughly investigated the case. Plaintiff and Smashburger were then able to agree on a Settlement of the case.

Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Class. Smashburger expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Smashburger settled the Action to avoid costly, disruptive, and time-consuming litigation.

On January 6, 2025, the Court gave preliminary approval to the Settlement and conditionally certified the Settlement Class for settlement purposes only. The Court was not asked to make and did not make any ruling as to whether any violations by Smashburger had occurred.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. **What Are the Terms of the Settlement?**

Smashburger has agreed to pay \$989,940.00 to settle the Action (“**Gross Settlement Amount**”). The Gross Settlement Amount includes attorneys’ fees and costs, costs of settlement administration, PAGA penalties, and the Class Representative’s Enhancement Award.

The “**Net Settlement Amount**” is the remainder of the Gross Settlement Amount after the deductions have been made for the following items: (1) up to \$329,947 (one-third of the Gross Settlement Amount) for Class Counsel’s attorneys’ fees; (2) Class Counsel’s actual litigation costs, not to exceed \$20,000; (3) the costs of settlement administration, not to exceed \$20,000; (4) \$18,750 to the California Labor and Workforce Development Agency (“**LWDA**”) for its share of the PAGA penalties; and (5) up to \$5,000.00 to Plaintiff for serving as a Class Representative.

B. **Who is Included in the Settlement?**

Included in the Settlement are all non-exempt employees employed by Smashburger in California from March 14, 2018, through September 1, 2024.

C. **How Are Settlement Payments Calculated?**

Any Class Member who does not submit a written request to be excluded from the Settlement will have his or her “**Settlement Payment**” calculated as follows:

a. **All Participating Class Members**: Each Participating Class Member will receive a proportionate share of the Net Settlement Amount (“**NSA**”) that is equal to (i) the number of weeks he or she worked for Smashburger during the Class Period in California based on the Class data provided by Smashburger, divided by (ii) the total number of weeks worked by all Participating Class Members during the Class Period based on the same Class data, which is then multiplied by the NSA.

b. **PAGA Penalties Subclass**: This Settlement covers claims brought under PAGA. “**PAGA Members**” are all non-exempt employees of Smashburger who were employed in California from March 14, 2021, to September 1, 2024 (“**PAGA members**” or “**PAGA Subclass**”). The Settlement designates a total of \$25,000.00 as penalties under the PAGA. From this amount, \$6,250 (25%) will be allocated to the PAGA Members. The remainder of the PAGA penalties (\$18,750) will be paid to the LWDA, as required by law. Each PAGA Member will receive a proportionate share of the PAGA Payment which equals (i) the number of weeks he or she worked for Smashburger during the PAGA Period in California based on the Class data provided by Smashburger, divided by (ii) the total number of weeks worked by all PAGA Members during the PAGA Period based on the same Class data, which is then multiplied by \$6,250.

c. **Tax Treatment of Settlement Payments**: Twenty percent (20%) of each Settlement Payment will be designated as wages, which shall be reduced by your lawful deductions and withholdings. You will also receive a W-2 form for the wages portion. Eighty percent (80%) of each Settlement Payment will be allocated to penalties and interest for which you will receive a 1099 form.

D. **Your Settlement Calculation**

Your Individual Class Payment is estimated to be \$<<**Individual Class Payment**>>, based on the following dates of employment as reflected in Smashburger’s records, and the calculations described above:

Start Date: <<Employment begin date>> End Date: <<Employment end date>> Weeks Worked: <<# of workweeks>>

Your Individual PAGA Payment: Defendants’ records reflect that you have <<PAGA Pay Periods>> PAGA Pay Periods during the PAGA Period. Based on this information, your estimated Individual PAGA Payment is <<Individual PAGA Payment>>.

If you do not opt-out of the Settlement, then you will receive a check for your Settlement Payments. Your check will be void if you do not cash or deposit your check within 180 days following the issuance of the check. Whether or not you cash or deposit your check, you will be bound by the Settlement and will be deemed to have waived irrevocably any right or claim to your Settlement share and/or to appeal the approval of the Settlement. After the

expiration of 180 days, the sum of any uncashed/undeposited checks shall be deposited with the California Controller's Unclaimed Property division.

E. Release of Claims Against Smashburger.

Upon the Final Approval of the Settlement by the Court, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Icon Burger Acquisition LLC, Smashburger Acquisition – So Cal LLC, Smashburger Acquisition – San Francisco LLC, Smashburger Acquisition – San Diego LLC, Smashburger Acquisition – Sacramento LLC, and each of their former and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period. Participating Class Members' only release these claims for the duration of the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Only those Class Members who were employed during the PAGA Period will release their claims for PAGA penalties. Upon the Final Approval of the Settlement by the Court, all PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice during the PAGA Period. PAGA members only release these claims for the duration of the PAGA Period.

These claims are referred to in this Notice as the “**Released Claims.**”

III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS

A. Option 1: Do Nothing and Receive a Settlement Payment.

You do not need to do anything in order to receive a Settlement Payment. If you do nothing, you will automatically be included in the Settlement and will receive a Settlement Payment so long as the Settlement is approved and becomes Final. As set forth above, your Settlement Payment will be based upon whether you worked during the Class Period and, if so, the number of work weeks you worked during the Class Period.

Please keep your address current! To assist the Court and the parties in maintaining accurate lists of Class Members, please mail notice of any change in your address to the Settlement Administrator (address below), or call 1-888-630-1158. *Please say that you are a part of the Sheth v. Icon Burger Settlement Class.*

B. Option 2: Exclude Yourself from the Settlement.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement, you must mail your request for exclusion, postmarked no later than **March 14, 2025**, to:

Sheth v Icon Burger Acquisition, LLC, et al.
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

Your request for exclusion must contain your full name and a statement that you wish to be excluded. Your request for exclusion must be returned by mail to the Settlement Administrator at the address above and must be postmarked on or before **March 14, 2025**. If you request exclusion, you will not be excluded from the PAGA Subclass. If you request exclusion, you will still be entitled to receive your share of the PAGA portion of the Settlement, if any, and will still be bound by the PAGA portion of the Settlement if you are a member of the PAGA Subclass.

C. Option 3: Object to the Settlement.

Any Settlement Class Member who has not submitted a request for exclusion may object to the terms of the Settlement. You may object to the proposed settlement in writing and/or orally at the Final Approval Hearing. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing should: (1) clearly identify the case name and number

(*Sheth v. Icon Burger Acquisition, LLC, et al.*, Case No. 22STCV09093); and (2) be mailed to the Settlement Administrator postmarked on or before March 14, 2025. A Settlement Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court.

CLASS COUNSEL

Zachary M. Crosner
Jamie Serb
Chad Saunders
CROSNER LEGAL, P.C.
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Tel: (866) 276-7637

YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.

NO MATTER WHICH OPTION YOU CHOOSE, SMASHBURGER WILL NOT RETALIATE AGAINST YOU.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on April 15, 2025 at 10:00 a.m., in Department 9 at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, Hon. Elaine Lu presiding, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or rescheduled without further notice to Class Members. You can check whether the Final Approval Hearing has been continued or rescheduled by visiting the Court's website: <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, and then entering the case number for this action, 22STCV09093.

You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Approval Hearing, you may appear personally or through counsel hired at your own expense, as long as you provide the Court with timely notice of your intent to appear.

At no expense to you, Class Counsel will represent your interests as a Class Member. Or, you may hire your own lawyer at your own expense.

V. ADDITIONAL INFORMATION

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may request the detailed Settlement Agreement, from Class Counsel. You may also request Plaintiff's Motion for Preliminary Approval, Plaintiff's Motions for Final Approval and Attorneys' Fees (when available), and other important documents related to this case, by contacting Class Counsel. If you have any questions regarding this Notice, the Settlement, or the Litigation, you may contact Class Counsel.

DO NOT TELEPHONE THE COURT OR DEFENSE COUNSEL

TRIBUNAL SUPERIOR DEL CONDADO DE LOS ÁNGELES

AVISO DE CONCILIACIÓN DE DEMANDA COLECTIVA VIJAY SHETH CONTRA ICON BURGER ACQUISITION, LLC, et al.

Si actualmente trabaja o trabajó en un Smashburger en California en cualquier momento entre el 14 de marzo de 2018 y el 1.º de septiembre de 2024, una conciliación de demanda colectiva podría afectar sus derechos.

LEA ESTE AVISO DETENIDAMENTE Y EN SU TOTALIDAD. El Tribunal Superior del Condado de Los Ángeles autorizó este Aviso en el caso de *Sheth contra Icon Burger Acquisition, LLC, et al.*, caso n.º 22STCV09093 (el “**Litigio**”). Esta no es una solicitud de un abogado.

- Los Demandados Icon Burger Acquisition LLC, Smashburger Acquisition - So Cal LLC, Smashburger Acquisition - San Francisco LLC, Smashburger Acquisition - San Diego LLC, Smashburger Acquisition - Sacramento LLC operan restaurantes conocidos como “Smashburger” en California (en conjunto denominados “**Smashburger**” en este Aviso).
- El 14 de marzo de 2022, el Demandante Vijay Sheth (denominado el “**Demandante**” en este Aviso), ex empleado de Smashburger, presentó una demanda colectiva contra Smashburger. El 11 de mayo de 2022, el Demandante presentó una demanda representativa en virtud de la Ley de Fiscales Generales Privados (“**PAGA**”) contra Smashburger. Ambas demandas están consolidadas y pendientes ante la Honorable Yvette M. Palazuelos, en el Departamento 9 del Tribunal Superior del Condado de Los Ángeles (en conjunto, estas demandas se denominan la “**Demanda**”).
- En la Demanda, el Demandante afirma que Smashburger no pagó todos los salarios mínimos y los salarios por horas extras; no proporcionó periodos de comida y descanso; no proporcionó informes de salarios precisos; no pagó a tiempo todos los salarios tras la finalización del empleo; no reembolsó todos los gastos empresariales; infringió la Ley de Competencia Desleal de California, y es responsable de multas civiles en virtud de la PAGA.
- Smashburger impugna las reclamaciones del Demandante. Smashburger niega expresa y específicamente haber incumplido cualquier ley y considera que ha cumplido la ley en todos los aspectos y niega cualquier responsabilidad respecto a las reclamaciones presentadas por el Demandante. Smashburger no admite responsabilidad sobre ninguna de las alegaciones fácticas y legales afirmadas en la Demanda y niega que la Demanda deba proceder como una demanda colectiva para cualquier otro propósito que no sea esta Conciliación.
- Después de investigar las reclamaciones en cuestión y las posibles defensas a esas reclamaciones, las Partes han acordado conciliar este caso para evitar el costo y el riesgo de nuevos litigios. En vista de los costos y riesgos que conllevaría un litigio continuo, el Demandante y su abogado consideran que la Conciliación es lo más favorable para todos los empleados por hora no exentos que trabajaron para Smashburger en California durante el Periodo de la Demanda Colectiva y el Periodo de la PAGA.
- Solo a efectos de conciliación, el Tribunal ha certificado condicionalmente que la Demanda es una demanda colectiva en nombre de todos los empleados no exentos empleados por Smashburger en California entre el 14 de marzo de 2018 y el 1.º de septiembre de 2024 (el “Periodo de la **Demanda Colectiva**”).
- Sus derechos legales podrían verse afectados por esta Conciliación, ya sea que usted tome medidas o no. Sus opciones se explican en este Aviso. Por lo tanto, lea este Aviso con atención y en su totalidad.

Para solicitar que lo excluyan de esta Conciliación o si desea objetar la Conciliación, debe hacerlo antes del **14 de marzo de 2025**.

SUS DERECHOS Y OPCIONES LEGALES EN RELACIÓN CON ESTA DEMANDA

(1) NO HACER NADA	(1) Recibir parte de los ingresos provenientes de la Conciliación <i>Si no hace nada al recibir este Aviso, obtendrá una suma de dinero en función de sus fechas de empleo en Smashburger; renunciará a su derecho de demandar por presuntas violaciones y reclamaciones relacionadas exoneradas por la Conciliación; no tendrá derecho a apelar, y perderá su derecho a entablar o participar en una demanda similar contra Smashburger.</i>
(2) EXCLUIRSE	(2) Optar por no participar o excluirse de la Conciliación <i>Si presenta una solicitud válida y oportuna por escrito para ser excluido de la Conciliación, no recibirá ningún dinero de la parte de la Conciliación relacionada con la Demanda Colectiva y no renunciará a ningún derecho que pueda tener, excepto en lo que respecta a la parte de la PAGA de la Conciliación.</i>

3) OBJETAR	(3) Escribir al Tribunal sobre por qué se opone a la Conciliación <i>Si se opone a la Conciliación, puede escribir al Tribunal para explicar por qué no está de acuerdo con la Conciliación. También puede presentar objeciones orales ante el Tribunal en la Audiencia de Aprobación Final. El Tribunal puede o no estar de acuerdo con su objeción. Si el Tribunal aprueba la Conciliación, usted seguirá estando sujeto a sus términos.</i>
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ESTE AVISO LEGAL AFECTA SUS DERECHOS. LÉALO DETENIDAMENTE.

QUÉ CONTIENE ESTE AVISO

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Usted recibe este Aviso porque el Tribunal Superior del Condado de Los Ángeles ha otorgado la aprobación preliminar de la conciliación de una demanda colectiva solo con fines de conciliación, y los registros de Smashburger indican que usted podría ser integrante del Colectivo de la Conciliación. Como tal, podría ser elegible para recibir compensación en virtud de esta Conciliación.

Como Integrante del Colectivo, sus intereses son representados sin costo alguno para usted por Zachary Crosner, Jamie Serb y Chad Saunders de Crosner Legal, P.C. (“Abogados del **Colectivo**”). También puede contratar a su propio abogado por su propia cuenta.

I. ANTECEDENTES DEL CASO

El 14 de marzo de 2022, el Demandante presentó una demanda ante el Tribunal Superior del Condado de Los Ángeles (“**el Tribunal**”) en nombre de todos los empleados actuales y anteriores no exentos empleados por Smashburger en el Estado de California (denominados “**Integrantes del Colectivo**”). La demanda alegaba lo siguiente: 1) falta de pago del salario mínimo por todas las horas trabajadas; 2) falta de pago de salarios por todas las horas extras trabajadas; 3) no proporcionar periodos de comida; 4) no autorizar o brindar periodos de descanso; 5) no presentar informes de salarios completos y precisos; 6) falta de pago de todos los salarios a tiempo en el momento de la finalización del empleo; 7) falta de reembolso de los gastos empresariales, y 8) prácticas comerciales desleales. En la demanda separada del Demandante, presentada el 11 de mayo de 2022, se alegaban contra Smashburger infracciones a la PAGA.

Las Partes investigaron a fondo el caso. El Demandante y Smashburger pudieron entonces llegar a una Conciliación sobre el caso.

Los Abogados del Colectivo consideran que la Conciliación es justa, razonable y favorable para el Colectivo. Smashburger niega expresa y específicamente cualquier responsabilidad o irregularidad de cualquier tipo asociada con las reclamaciones alegadas en la Demanda. Smashburger concilió la Demanda para evitar costosos, molestos y prolongados litigios.

El 6 de enero de 2025, el Tribunal dio la aprobación preliminar de la Conciliación y certificó condicionalmente al Colectivo de la Conciliación solo para fines de conciliación. No se le pidió al Tribunal que emitiera, y no se emitió, ningún dictamen sobre si Smashburger había cometido infracciones.

II. RESUMEN DE LA CONCILIACIÓN PROPUESTA

A. ¿Cuáles son los términos de la Conciliación?

Smashburger ha aceptado pagar \$989,940.00 para resolver la Demanda (“**Monto Bruto de la Conciliación**”). El Monto Bruto de la Conciliación incluye los honorarios y costos de los abogados, los costos de administración de la Conciliación, las multas en virtud de la PAGA y la Indemnización de Mejora del Representante del Colectivo.

El “**Monto Neto de la Conciliación**” es el resto del Monto Bruto de la Conciliación después de que se hayan realizado las deducciones por los siguientes elementos: (1) hasta \$329,947 (un tercio del Monto Bruto de la Conciliación) por los honorarios de los Abogados del Colectivo;

(2) los costos reales de litigio de los Abogados del Colectivo, que no superen los \$20,000; (3) los costos de administración de la Conciliación, que no superen los \$20,000; (4) \$18,750 para la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“**LWDA**”) por su parte de las multas en virtud de la PAGA, y (5) hasta \$5,000.00 al Demandante por fungir como Representante del Colectivo.

B. ¿Quién está incluido en la Conciliación?

En la Conciliación se incluyen todos los empleados no exentos empleados por Smashburger en California entre el 14 de marzo de 2018 y el 1.º de septiembre de 2024.

C. ¿Cómo se calculan los pagos de la Conciliación?

El “**Pago de Conciliación**” de cualquier Integrante del Colectivo que no presente una solicitud por escrito para que lo excluyan de la Conciliación se calculará de la siguiente manera:

a. **Todos los Integrantes del Colectivo Participantes:** Cada Integrante Participante del Colectivo recibirá una parte proporcional del Monto Neto de Conciliación (“**NSA**”), que es igual a (i) la cantidad de semanas que trabajó para Smashburger durante el Periodo de la Demanda Colectiva en California según los datos de la Demanda Colectiva proporcionados por Smashburger, dividida entre (ii) la cantidad total de semanas trabajadas por todos los Integrantes Participantes del Colectivo durante el Periodo de la Demanda Colectiva sobre la base de los mismos datos de la Demanda Colectiva, que luego se multiplica por el NSA.

b. **Subclase de multas en virtud de la PAGA:** Esta Conciliación cubre las reclamaciones presentadas en virtud de la PAGA. Los “**Integrantes de la PAGA**” son todos los empleados no exentos de Smashburger que estuvieron empleados en California entre el 14 de marzo de 2021 y el 1.º de septiembre de 2024 (“**Integrantes de la PAGA**” o “**Subclase de la PAGA**”). La Conciliación designa un total de \$25,000.00 en multas conforme a la PAGA. De este monto, \$6,250 (25 %) se asignarán a los integrantes de la PAGA. El resto de las multas conforme a la PAGA (\$18,750) se pagarán a la LWDA, según lo exige la ley. Cada Integrante de la PAGA recibirá una parte proporcional del Pago de la PAGA, que equivale a (i) la cantidad de semanas que trabajó para Smashburger durante el Periodo de la PAGA en California sobre la base de los datos de la Demanda Colectiva proporcionados por Smashburger, dividida entre (ii) la cantidad total de semanas trabajadas por todos los Integrantes de la PAGA durante el Periodo de la PAGA sobre la base de los mismos datos de la Demanda Colectiva, que luego se multiplica por \$6,250.

c. **Tratamiento fiscal de los pagos de Conciliación:** El veinte por ciento (20 %) de cada Pago de Conciliación se designará como salarios, el cual se reducirá por sus deducciones y retenciones legales. También recibirá un formulario W-2 para la parte de salarios. El ochenta por ciento (80 %) de cada Pago de Conciliación se asignará como multas e intereses, por lo que recibirá un formulario 1099.

D. Cálculo del monto que le corresponde de la Conciliación

Se calcula que su pago individual de la Demanda Colectiva es de \$<<**Individual Class Payment**>>, en función de las siguientes fechas de empleo reflejadas en los registros de Smashburger y los cálculos mencionados anteriormente:

Fecha de inicio: <<Employment begin date>> Fecha de finalización: <<Employment end date>> Semanas trabajadas: <<# of workweeks>>

Su Pago Individual de la PAGA: Los registros de los Demandados reflejan que usted tiene <<PAGA Pay Periods>> periodos de pago en virtud de la PAGA durante el Periodo de la PAGA. Con base en esta información, su Pago Individual la PAGA estimado es de <<Individual PAGA Payment>>.

Si no se excluye de la Conciliación, recibirá un cheque por sus Pagos de Conciliación. Su cheque será nulo si no lo cobra o deposita dentro de los 180 días posteriores a la emisión del cheque. Ya sea que cobre o deposite su cheque o no, usted estará sujeto a la Conciliación y se considerará que renunció irrevocablemente a cualquier derecho o reclamación sobre su parte de la Conciliación o a apelar la aprobación de la Conciliación. Después del vencimiento de los 180 días, el monto de los cheques no cobrados/no depositados se depositará en la división de Propiedad No Reclamada del Contralor de California.

E. Exoneración de reclamaciones contra Smashburger

Tras la Aprobación Final de la Conciliación por parte del Tribunal, todos los Integrantes Participantes del Colectivo, en su propio nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, exoneran a Icon Burger Acquisition LLC, Smashburger Acquisition – So Cal LLC, Smashburger Acquisition – San Francisco LLC, Smashburger Acquisition – San Diego LLC, Smashburger Acquisition – Sacramento LLC, y a cada uno de sus directores, ejecutivos, accionistas, propietarios, miembros, agentes administrativos, abogados, aseguradores, predecesores, sucesores, cesionarios, subsidiarias y afiliadas anteriores y actuales de (i) todas las reclamaciones que se alegaron, o que razonablemente podrían haberse alegado, sobre la base de los hechos establecidos en la Demanda Operativa durante el Periodo de la Demanda Colectiva. Los Integrantes Participantes del Colectivo solo renuncian a estas reclamaciones durante el Periodo de la Demanda Colectiva. Los Integrantes Participantes del Colectivo no renuncian a ninguna otra reclamación, como las reclamaciones por beneficios adquiridos, despido injustificado, incumplimiento de la Ley de Empleo y Vivienda Justos, el seguro de desempleo, discapacidad, seguridad social, indemnización por accidentes laborales o reclamaciones basadas en hechos que ocurran fuera del Periodo de la Demanda Colectiva.

Solo aquellos Integrantes del Colectivo que estuvieron empleados durante el Periodo de la PAGA renunciarán a sus reclamaciones por multas en virtud de la PAGA. Tras la Aprobación Final de la Conciliación por parte del Tribunal, se considera que todos los Integrantes de la PAGA exoneran, en su propio nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, anteriores y actuales, a las Partes Exoneradas de todas las reclamaciones por multas en virtud de la PAGA que se alegaron, o que razonablemente podrían haberse alegado, sobre la base de los hechos establecidos en la Demanda Operativa y el Aviso de la PAGA durante el Periodo de la PAGA. Los integrantes de la PAGA solo renuncian a estas reclamaciones durante el Periodo de la PAGA.

En este Aviso se les llama a estas reclamaciones las “**Reclamaciones Exoneradas**”.

III. DERECHOS Y OPCIONES LEGALES DE LOS INTEGRANTES DEL COLECTIVO

A. Opción 1: No hacer nada y recibir un Pago de Conciliación

No necesita hacer nada para recibir un Pago de Conciliación. Si no hace nada, se le incluirá automáticamente en la Conciliación y recibirá un Pago de Conciliación siempre y cuando la Conciliación se apruebe y se vuelva Definitiva. Como se estableció anteriormente, su Pago de Conciliación se basará en si trabajó durante el Periodo de la Demanda Colectiva y, de ser así, en la cantidad de semanas de trabajo que laboró durante el Periodo de la Demanda Colectiva.

¡Por favor, mantenga su dirección actualizada! Para ayudar al Tribunal y a las partes a mantener listas precisas de los Integrantes del Colectivo, envíe un aviso de cualquier cambio en su dirección al Administrador de la Conciliación (la dirección aparece a continuación) o llame al 1-888-630-1158. *Diga que usted es parte del Colectivo de la Conciliación de Sheth contra Icon Burger.*

B. Opción 2: Excluirse de la Conciliación

IMPORTANTE: Usted estará sujeto a los términos de la Conciliación a menos que presente una solicitud por escrito oportuna y firmada para ser excluido de la Conciliación. Para excluirse de la Conciliación, debe enviar su solicitud de exclusión con un matasellos de a más tardar el **14 de marzo de 2025**, a:

Sheth v Icon Burger Acquisition, LLC, et al.
c/o Atticus Administración
PO BOX 64053
St. Paul, MN 55164

Su solicitud de exclusión debe contener su nombre completo y la declaración de que desea ser excluido. Su solicitud de exclusión debe enviarse por correo al Administrador de la Conciliación a la dirección antes indicada y debe tener un matasellos de a más tardar el **14 de marzo de 2025**. Si solicita la exclusión, no será excluido de la Subclase de la PAGA. Si solicita la exclusión, aún tendrá derecho a recibir lo que le corresponde de la parte de la PAGA de la Conciliación, si la hubiera, y seguirá estando sujeto a la parte de la PAGA de la Conciliación si es integrante de la Subclase de la PAGA.

C. Opción 3: Objetar la Conciliación

Cualquier Integrante del Colectivo de la Conciliación que no haya presentado una solicitud de exclusión puede objetar los términos de la Conciliación. Usted puede objetar la Conciliación propuesta por escrito o verbalmente en la Audiencia de Aprobación Final. Todas las objeciones escritas, documentos de respaldo o avisos de intención de comparecer en la Audiencia de Aprobación Final deben: (1) identificar claramente el nombre y número del caso (*Sheth contra Icon Burger Acquisition, LLC, et al.*, caso n.º 22STCV09093), y (2) enviarse por correo al Administrador de la Conciliación con un matasellos de a más tardar el 14 de marzo de 2025. Un Integrante del Colectivo de la Conciliación puede comparecer personalmente o por medio de un abogado, a su propio costo, en la Audiencia de Aprobación Final para presentar su objeción directamente ante el Tribunal.

ABOGADOS DEL COLECTIVO

Zachary M. Crosner

Jamie Serb

Chad Saunders

CROSNER LEGAL, P.C.

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USTED PUEDE OBJETAR LA CONCILIACIÓN Y AÚN RECIBIR LA PARTE QUE LE CORRESPONDE DEL MONTO NETO DE LA CONCILIACIÓN. SI EL TRIBUNAL APRUEBA LA CONCILIACIÓN A PESAR DE SUS OBJECIONES, USTED RECIBIRÁ SU PARTE DE LOS INGRESOS PROVENIENTES DE LA CONCILIACIÓN.

INDEPENDIENTEMENTE DE LA OPCIÓN QUE ELIJA, SMASHBURGER NO TOMARÁ REPRESALIAS CONTRA USTED.

IV. AUDIENCIA DE APROBACIÓN FINAL DE LA CONCILIACIÓN

El Tribunal celebrará una audiencia el 15 de abril de 2025 a las 10:00 a. m., en el Departamento 9 en el Tribunal de Spring Street, en 312 North Spring Street, Los Ángeles, CA 90012, presidida por la Honorable Elaine Lu, para determinar si la Conciliación debe ser aprobada de manera definitiva como justa, razonable y adecuada. La audiencia puede continuar o reprogramarse sin previo aviso a los Integrantes del Colectivo. Puede verificar si la Audiencia de Aprobación Final se ha continuado o reprogramado visitando el sitio web del Tribunal: [https:// www.lacourt.org/casesummary/ui/index.aspx?casetype=civil](https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil), y luego ingresando el número de caso de la demanda, 22STCV09093.

Puede asistir a la Audiencia de Aprobación Final, pero no está obligado a hacerlo. Las objeciones escritas se considerarán en la Audiencia de Aprobación Final, ya sea que la persona que objeta comparezca o no en la audiencia. Si usted objeta y desea comparecer en la Audiencia de Aprobación Final, puede comparecer personalmente o por medio de un abogado contratado por su propia cuenta, siempre y cuando notifique oportunamente al Tribunal su intención de comparecer.

Sin costo alguno para usted, los Abogados del Colectivo representarán sus intereses como Integrante del Colectivo. O bien, puede contratar a su propio abogado por su propia cuenta.

V. INFORMACIÓN ADICIONAL

Este Aviso es un resumen de los términos generales de la Conciliación. Para conocer los términos y condiciones precisos de la Conciliación, puede solicitar el Acuerdo de Conciliación detallado a los Abogados del Colectivo. También puede solicitar la Moción del Demandante para la Aprobación Preliminar, las Mociones del Demandante para la Aprobación Final y los Honorarios de los Abogados (cuando estén disponibles), y otros documentos importantes relacionados con este caso, comunicándose con los Abogados del Colectivo. Si tiene alguna pregunta con respecto a este Aviso, la Conciliación o el Litigio, puede comunicarse con los Abogados del Colectivo.

NO LLAME POR TELÉFONO AL TRIBUNAL NI AL ABOGADO DEL DEMANDADO.