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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 EMIL PETERSON, as an individual and on
behalf of all others similarly situated; and
17 WILLIE SUMPTER, JR., as an individual
and on behalf of all others similarly
18 situated,

19 Plaintiff,

20 v.

21 BP FUND A LLC, an unknown corporate
22 entity; BLAZE PIZZA OPERATIONS,
LLC, a limited liability company; and
23 DOES 1 through 50, inclusive,

24 Defendant.

Case No.: 34-2020-00288162

*Assigned for All Purposes to Christopher E.
Krueger in Department 54*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 28, 2022

Time: 9:00 a.m.

Dept.: 54

Reservation No. 2646264

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NOW THEREFORE, IT IS HEREBY ORDERED:

2. The Class Representative and Defendant, through their counsel of record in the
 ion, have reached an agreement to settle all claims in the Action (“Action”) on behalf of the
 as a whole;

“All individuals who are or were non-exempt employees of Defendant and were paid wages in California at any time between May 2, 2019 through November 20, 2020 (“Class Period”))”

4. The Court appoints and designates: (a) Plaintiff WILLIE SUMPTER JR. as the Representative and (b) Larry W. Lee of Diversity Law Group, P.C., Edward W. Choi of Offices of Choi & Associates, APLC., and Dennis S Hyun of Hyun Legal, APC as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all matters required by, or which may be given, pursuant to the Settlement Agreement, and to perform any other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's expense. Any Class Member who does not enter an appearance or appear on his or her own behalf and who does not opt-out of the Settlement Agreement will be represented by Class Counsel.

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1 Agreement.

2 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
3 Settlement Amount of \$225,000.00, which is to be distributed as follows: (a) up to \$10,000.00 is
4 to be paid to the Class Representative for his Service Award, (b) up to \$78,750.00 shall be paid to
5 Class Counsel for attorneys' fees, plus up to \$30,000.00 for reimbursement of litigation costs, and
6 (c) the Settlement Administrator shall be paid for its fees and costs relating to the settlement
7 administration process which is expected to not exceed \$6,000.00. The Court further hereby
8 preliminarily approves the Net Settlement Amount and the formulas provided in the Settlement
9 Agreement regarding Individual Settlement Payments.

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

23 8. A hearing (the "Final Fairness Hearing") shall be held before this Court on
24 _____ at _____ in Department 54 of the Superior Court of the State of California,
25 County of Los Angeles, Spring Street Courthouse, located at 720 9th Street, Sacramento, CA
26 95814 to determine all necessary matters concerning the Settlement Agreement, including whether
27 the proposed settlement of the action on the terms and conditions provided for in the Settlement
28 Agreement is fair, adequate and reasonable and should be finally approved by the Court and

1 whether a Judgment, as provided in the Settlement Agreement, should be entered herein. At this
2 same time, a hearing on Class Counsel's motion for attorneys' fees and reimbursement of
3 litigation costs and the Class Representative's service award shall also be held.

4 9. The Court hereby approves, as to form and content, the Class Notice to be sent to
5 Class Members, which is attached as an Exhibit 1 to the Settlement Agreement. The Court finds
6 that distribution of the Class Notice to Class Members substantially in the manner and form set
7 forth in the Settlement Agreement and this Order meets the requirements of due process and shall
8 constitute due and sufficient notice to all parties entitled thereto.

9 10. The Court appoints and designates ILYM Group, Inc. as the Settlement
10 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
11 Class Notice to Class Members pursuant to the procedures set forth in the Settlement Agreement.

12 11. Any Class Member may choose to opt out of and be excluded from the settlement
13 as provided in the Settlement Agreement and Class Notice and by following the instructions for
14 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
15 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any
16 exclusion request must be in writing and signed by each such Class Member opting-out and must
17 otherwise comply with the requirements delineated in the Class Notice. Class Members who have
18 not requested exclusion by submitting a valid and timely exclusion request, by the Response
19 Deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
20 Judgment.

21 12. Any Class Member may object to the Settlement Agreement or express his or her
22 views regarding the Settlement Agreement, and may present evidence and file briefs or other
23 papers that may be proper and relevant to the issues to be heard and determined by the Court as
24 provided in the Class Notice. Any Class Member who does not make his or her objection in the
25 manner provided for in the Settlement Agreement and Class Notice, including by the Response
26 Deadline, shall be deemed to have waived such objection and shall forever be foreclosed from
27 making any objection to the Settlement Agreement.

28 13. The Motion for Final Approval shall be filed by the Class Representative no later

1 than sixteen (16) court days before the Final Fairness Hearing.

2 14. In the event that the Effective Date occurs, all Settlement Class Members and Class
3 Representative will be deemed to have forever released and discharged the Released Claims
4 applicable to them.

5 15. The Court reserves the right to adjourn or continue the date of the Final Fairness
6 Hearing and all dates provided for in the Settlement Agreement without further notice to the Class,
7 and retains jurisdiction to consider all further applications arising out of or connected with the
8 Settlement Agreement.

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10 IT IS SO ORDERED.

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12 DATED: _____

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Honorable Christopher E. Krueger
Judge of the Superior Court

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