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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

RAEIGN VELASQUEZ, MIKAYLA ASEVO
and ERIC RIVAS on behalf of themselves and
on behalf of all persons similarly situated

Plaintiffs,

v.

TEAM BLAZE, a California Corporation;
GHOLAMREZA MEDALI, an individual; and
DOES 1 to 100, inclusive,

Defendants.

Case No. 30-2021-01187932-CU-OE-CXC

[Assigned for all purposes to the Hon. Brenda
R. McCormick, Dept. CX104]

**SUPPLEMENTAL DECLARATION OF
DENNIS S. HYUN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 25, 2024

Time: 2:00 p.m.

Dept.: CX104

Complaint Filed: March 9, 2021

Trial Date: Not set

1 I, DENNIS S. HYUN, hereby declare and state as follows:

2 1. I have personal knowledge of the facts contained in this declaration, and if called
3 as a witness, could and would testify as to their accuracy.

4 2. I am an attorney admitted to practice in the State of California and I am a
5 shareholder in Hyun Legal, APC. I am one of the lawyers responsible for representing Plaintiffs
6 Eric Rivas, Raign Velasquez, and Mikayla Asevo (collectively, "Plaintiffs") in the above-
7 captioned matter. I am submitting this Declaration to address the Court's ruling denying
8 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

9 3. With respect to notice of the settlement of the Private Attorneys General Act (the
10 "PAGA") to the Labor Workforce Development Agency (the "LWDA"), notice is provided by
11 uploading the documents onto the LWDA's website. Attached hereto as Exhibit "A" is a true
12 and correct copy of the LWDA's instructions to upload settlement documents, located at
13 https://www.dir.ca.gov/Private-Attorneys-General-Act/Document_Submission-Instructions.html,
14 last visited on March 13, 2024.

15 4. On September 13, 2023, I followed the LWDA's instructions and uploaded the
16 Settlement Agreement, the Motion for Preliminary Approval, and the Proposed Order on the
17 LWDA's website, which was set forth under penalty of perjury in my previous Declaration. The
18 Settlement Agreement and the Proposed Order were attached to my Declaration that I uploaded.
19 Accordingly, we did not serve the LWDA as a party per the Code of Civil Procedure, but
20 followed the LWDA's directives on how to provide notices of settlement. Attached hereto as
21 Exhibit "B" is a true and correct copy of the printout of the LWDA's website showing that I
22 uploaded the documents on September 13, 2023, located at [https://cadir.my.salesforce-](https://cadir.my.salesforce-sites.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002nwLeEAI)
23 [sites.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002nwLeEAI](https://cadir.my.salesforce-sites.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002nwLeEAI), and last visited on March
24 13, 2024. As this occurred in the past, I cannot execute a proof of service. Concurrently with
25 the filing of this Declaration, I provided notice of this Supplemental Declaration, the Addendum
26 to Class and Representative Settlement, the Proposed Order, and Declarations of Defendants'
27 counsel and Defendant Medali, and the LWDA has been included in the Proof of Service filed
28

herewith.

5. Attached hereto as Exhibit “C” are true and correct copies of the PAGA letters on behalf of Eric Rivas, Raeign Velasquez, and Mikayla Asevo, which I uploaded to LWDA on March 9, 2021, together with the email from LWDA confirming the submission.

6. With respect to the class definition differing from the Complaint, there is a prior settlement reached in the case, *Alexander Espinoza v. Team Blaze et al.*, Los Angeles Superior Court Case No.: BC664645. This action, filed on June 9, 2017 with final approval of the class action settlement granted on February 6, 2020, contains overlapping class definitions. Specifically, the claims in the *Espinoza* matter are identical to those claims alleged in the matter before this Court. The statutory periods also significantly overlap. The liability period for Plaintiffs’ claims is therefore impacted by the *Espinoza* class period of June 9, 2013 through September 25, 2018. Defendants’ counsel have provided Plaintiffs’ counsel with the facts and details from the prior class action and related court-approved settlement, including the complaint, settlement agreement, and final approval documents. Therefore, the class settlement in this case starts on September 26, 2018.

7. The Parties have amended the Class and Representative Settlement in accordance with the Court’s instructions, as reflected in the changes in the Addendum filed herewith and attached to the Proposed Order, including:

- a. Amending paragraph IV(47)(f) to state that \$200,000 in attorneys’ fees will be sought;
- b. Amending paragraph III(41) to use ten (10) business days throughout;
- c. Amending paragraph VI(61)(a) to use pay periods for calculating PAGA payments throughout;
- d. Amending paragraphs I(23) and (24) to revise the definition for Released Claims and PAGA Released Claims in accordance with *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 535–38 (2021);
- e. Amending paragraphs VI(54) and (55) to provide 60 days to opt-out,

object or dispute;

- f. Striking legal authority for objections from paragraph VI(56);
- g. Amending paragraph VI(57) to provide that workweek/pay period disputes will be mailed to the Settlement Administrator, and all disputes shall be filed with the Court and subject to the Court's review;
- h. Amending paragraph VI(67) to provide skip-tracing and remailing of undeliverable Individual Settlement Payment checks;
- i. Amending paragraph IV(52)(j) as follows: "Requiring the Settlement Administrator to post a copy of the operative complaint, the PAGA notice letters, the settlement agreement and amendments thereto, the notice packet, the orders granting preliminary and final approval" for 180 days.

8. With respect to the deadline when Class Notices are mailed, paragraph VI(54)(c) of the original Settlement Agreement provides: "[t]he Notice Deadline for any Class Member who is re-mailed a Notice of Settlement shall be extended fifteen (15) calendar days from the date of the re-mailing or the original forty-five (45) calendar day deadline, whichever is later." (ROA #92, Exhibit A at p. 25). As stated in the preceding paragraph, the amended settlement changed forty-five days to sixty days.

9. The Parties have revised the Notice of Settlement and Request for Exclusion Form consistent with the above, a true and correct copy of which, together with a certified Spanish-level translation, is attached hereto as Exhibit "D." The Parties have further amended the Notice of Settlement in accordance with the Court's instructions, including:

- a. Updating the Court department and proposing a date and time for the Final Approval Hearing;
- b. Adding references to PAGA to the title, first paragraph and throughout the Notice as applicable;
- c. Making terms in the Settlement Agreement consistent with the terms in the Notice;

- d. Moving “Class Members” after the “Class Period” in the first paragraph;
- e. Adding language to Section 3 paragraph 5 to inform recipients that checks will be valid for 180 days from the date of the issuance;
- f. Removing the language that the settlement administrator’s decisions re: disputes are “final”, and adding the language that the decisions are subject to the Court’ review;
- g. Adding language that Class Members who opt out will remain bound by the release of the PAGA claims.

10. The Parties have revised the Proposed Order Granting Plaintiffs’ Motion for Preliminary approval consistent with the above, which is being lodged herewith. The Parties have further amended the Proposed Order in accordance with the Court’s instructions, including:

- a. Removing the attorney information on the caption page;
- b. Attaching the Settlement Agreement to the Proposed Order;
- c. Deleting duplicative sentence in paragraph 1;
- d. Adding the words “conditionally” and “preliminarily” to paragraphs 7 and 8, respectively;
- e. Adding the Court address to paragraph 11;
- f. Adding the deadlines and in the alternative (in the event preliminary approval will not be granted on April 25, 2024) a timetable for when class data is to be provided to the settlement administrator and for the settlement administrator to send notices to the class;
- g. Adding the deadline for requests for exclusion and the deadline for requests for exclusion for remailed notices to paragraph 14, as well as the language that PAGA Group Members/PAGA Class Members who are PAGA Group Members cannot opt out of the PAGA Settlement;
- h. Adding the deadline to object for remailed notices to paragraph 15;
- i. Adding paragraph 16 setting forth the method and deadlines for submitting

disputes;

j. Adding language to paragraph 17 (former paragraph 16) that the Motion for Final Approval shall be served on the LWDA;

k. Revising the language in paragraph 18 (former paragraph 17) to make the release take effect upon full finding of the Settlement.

11. With respect to the Court's ruling on item 8: "further information regarding their valuation of the claims, including the size of the class upon which the valuations are based, the actual calculations for each claim, the discounts (if any) given on each claim, and the number or percentage of class members with arbitration agreements," prior to mediation, Plaintiffs were provided with a sampling of time and pay records produced by Defendants for employees across Los Angeles and Orange Counties. (ROA #92, Hyun Decl., ¶¶ 8-9) The sample included the records from 126 randomly selected class members, which at the time represented approximately 8.5% of the putative class, which extrapolated to 1,485 class members at the time of mediation. Plaintiffs' counsel then retained EconOne to conduct a damage analysis. Plaintiffs' expert extrapolated from the sampling to the entire putative class. Attached hereto as Exhibit "E" is a true and correct copy of EconOne's analysis. With respect to the sample size, as set forth in Defendants' counsel's Declaration, the sample was randomly selected. Plaintiffs' expert has opined that 8.5% sampling is reliable for purposes of mediation, so long as the sampling was selected at random, making it neutral and unbiased. Under that assumption, extrapolated damages were unbiased estimates as well. At most, this equates to a margin of error of 9% at the time of mediation.

12. Plaintiffs analyzed Defendants' potential maximum exposure as follows:

a. Failure to pay all regular, minimum, and overtime wages owed: Plaintiffs allege that Defendants failed to pay all wages, including having class members check and respond to text messages and cell phone calls outside of working hours and not paying for that time, as well requiring them to attend meetings and not paying for the entire time. Based on an analysis of the data,

1 Plaintiffs estimated that the amount of back wages owed was approximately
2 \$221,190.00, which was calculated by estimating 5 minutes off work per shift
3 and using the average rate of pay of \$12.87.

4 b. Meal & Rest Period Claims: Plaintiffs alleged they and similarly situated
5 employees were routinely not provided duty-free and/or timely meal/rest
6 periods based on being unable to timely take meal and rest breaks. Records
7 reviewed by Plaintiffs' expert demonstrated an approximate 63% violation
8 rate for meal periods, which Plaintiffs calculated would result in
9 approximately \$1.575 million in damages. Given that there are no records of
10 rest breaks (as there is no legal obligation to record them), Plaintiffs assigned
11 a 50% violation rate for rest breaks, for a total of \$1.182 million. Given the
12 current state of the law that employers need not police their employees to take
13 rest breaks, Plaintiffs believe that this exposure analysis is reasonable.

14 c. Waiting time penalties: Plaintiffs also alleged that Defendants failed to pay
15 all wages owed upon separation of employment, as a result of the violations
16 above. Plaintiffs estimated that the potential exposure on this claim was
17 approximately \$3.672 million, which was calculated based on 608 former
18 employees, whose average rate of pay was \$12.87. *Id.*

19 d. Section 226 Penalties: Plaintiffs also alleged that Defendants would be
20 subject to penalties, pursuant to Labor Code § 226, because the wage
21 statements it distributed to employees did not state the accurate number of
22 hours worked, meal period premium payments earned, and gross and net
23 wages earned. Plaintiffs estimated the penalties associated with this claim as
24 approximately \$1.527 million, which was based on 17,606 alleged pay periods
25 and \$50 for the first pay period and \$100 for each subsequent pay period up to
26 a maximum of \$4,000 per Labor Code § 226(e). This assumes a 100%
27 violation rate.

28 e. With respect to Plaintiffs' claims under the PAGA, Plaintiffs' expert

1 calculated the maximum potential penalties at \$5.5 million. This is assuming
2 if the Court were to award separate PAGA penalties for each alleged Labor
3 Code violation (aka “stack” penalties).

4 13. Plaintiffs subsequently learned that the majority of Class Members have signed
5 arbitration agreements. Defendants have provided a Declaration reflecting that 79% of the class
6 have a signed arbitration agreement.

7 14. At mediation, Defendants have also raised financial hardship. The Parties
8 subsequently agreed that Defendants would submit financial information and documents to an
9 independent neutral as part of their mediation settlement efforts. The Parties retained Karl Ehlert
10 of Matson, Driscoll & Damico, LLP, a forensic accounting firm, to review Defendants’ financial
11 records and provide the Parties and their counsel with Mr. Ehlert’s opinion as to the amount that
12 Defendants could afford in settlement. Based on Mr. Ehlert’s assistance and findings, and
13 months of continued negotiations, the Parties ultimately reached this settlement. As reflected in
14 the concurrently filed Declaration of Mr. Medali, this structured settlement is the highest amount
15 that can be paid for Team Blaze to survive as an ongoing viable business.

16 15. With respect to the PAGA allocation of \$60,000 of the \$600,000 Maximum
17 Settlement Amount, or 10%, courts have approved settlements allocating minimal or zero dollars
18 to the LWDA. *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 589 (2010) (holding that
19 settlement allocating \$0 to the LWDA was fair, adequate and reasonable); *Rodriguez v. Danell*
20 *Custom Harvesting, LLC*, 293 F. Supp.3d 1117, 1133 (E.D. Cal. 2018) (approving \$10,000
21 allocation for PAGA of \$1.5 million settlement). As yet another example of the appropriateness
22 of the PAGA penalties, the Court of Appeal’s recent decision in *Carrington v. Starbucks Corp.*,
23 30 Cal. App. 5th 504 (2018) is instructive. In *Carrington*, while the plaintiff prevailed on his
24 PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%,
25 citing the employer’s good faith attempt at complying with the law. *Id.* at 517. Upon review, the
26 Court of Appeal found such reduction to be proper. *Id.* at 539. Again, the *Carrington* decision
27 was after Plaintiff actually prevailed at trial, and even then, the PAGA penalties were reduced by
28 90%. Moreover, Plaintiffs provided notice to the LWDA and the LWDA did not object.

1 Further, such an allocation provides more money to class members/employees who suffered the
2 alleged violations, as opposed to the LWDA.

3 16. With respect to the expected high, low and average settlement payments, said
4 information is provided in Defendants' counsel's Declaration.

5 17. With respect to the third-party administrator, Plaintiff solicited bids from ILYM,
6 Xpand Legal and Phoenix Settlement Administrators and Phoenix was the lowest. Attached
7 hereto as Exhibit "F" is a true and correct copy of Phoenix's updated quote, which was increased
8 by \$750 to reflect the skip trace and remailing of undeliverable checks, the increase in class size
9 and the posting of documents on its website for 180 days (from 30 days).

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

12 Executed on April 12, 2024, at Los Angeles, California.

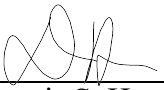
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15 _____
16 Dennis S. Hyun
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EXHIBIT “A”

Private Attorneys General Act (PAGA) – Document submission instructions

- At least one document must be filed (uploaded) with an intake form.
- All documents must be in .pdf format.
- The maximum number of documents that can be uploaded with an intake form is five (5). It is okay to combine multiple documents into a single .pdf in order to stay within this limit.
- The maximum size of a single submission is 20 MB, regardless of the number of documents being uploaded.
- If you need to upload more than five documents, or if you need to make multiple submissions in order to stay within the 20 MB limit (per submission), please use the “Other Response or Document” intake form to submit the additional items.
- When uploading a court complaint, it is not necessary to include additional items such as the Summons, scheduling orders, etc.
- When uploading a proposed settlement, please provide the text of the settlement, the Points and Authorities or other item being submitted to the court that explains the basis for the settlement, and the Notice of Motion or other item indicating when and where there will be a hearing on the proposed settlement. It is not necessary to include collateral items such as cover letters, proofs of service, and declarations and exhibits that do not pertain to the substance of the settlement.

November 2016

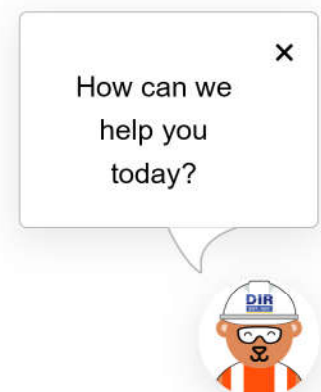


EXHIBIT “B”



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Case Information

Case Number: LWDA-CM-823796-21

Plaintiff for PAGA Case: Mikayla Asevo , Eric Rivas, Raeign Velasquez

Filer/Attorney for PAGA Case: Dennis Hyun

Law Firm for PAGA Plaintiff: Hyun Legal, APC**Employer:** Team Blaze**Date Case Received:****Filer for Employer:****Employer Filer Firm:****Court Type:****Court Name:** Orange County**PAGA Court Case Number:****Violation Type:****Related BOFE Case:**

Submission Details

Actions	Attachment Name	Description	Date Submitted	Type
View/Download (https://cadir.my.salesforce.com/sfc/p/d0000000fe2H/a/8y000004nwny/bkI22IXsfx7yGEDjaG0M9PZ98sSy1ug3ff0NCEkpTk0)	Additional Document Submitted with Proposed Settlement on 09/13/2023 08:33:20 AM by Dennis Hyun	230911 Final Blaze Motion for Prelim (v. 3).pdf	9/13/2023 3:33 PM	Propose Settlement
View/Download (https://cadir.my.salesforce.com/sfc/p/d0000000fe2H/a/8y000004nwnw/9suZZyoyckMqPiQQBKFN2QiiXC8FHn4Z56JIU4hJswU)	Proposed Settlement Submitted on 09/13/2023 08:33:20 AM by Dennis Hyun	230906 Hyun Decl ISO Prelim.pdf	9/13/2023 3:33 PM	Propose Settlement

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EXHIBIT “C”

MIKAYLA ASEVO

c/o BROSLAVSKY & WEINMAN LLP
1500 ROSECRANS AVE., SUITE 500
LOS ANGELES, CA 90266
TELEPHONE (310) 575-2550
FACSIMILE (310) 464-3550

March 2, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Mikayla Asevo v Team Blaze and Gholamreza Medali*

To Whom It May Concern:

Through this correspondence, I am providing written notice to the Labor Workforce Development Agency under Labor Code § 2699.3 of the claims asserted on behalf of myself and all other similarly aggrieved employees against my employers Team Blaze and Gholamreza Medali (collectively the "Respondents"). Specifically, I am hereby providing notice that the Respondents:

1. Violated Labor Code §§ 226.7 and 512 by not providing a duty-free 30-minute meal period for every 5 hours of work and by not providing a second duty-free 30-minute meal period to me and other non-exempt employees when we worked more than 10 hours per day. In addition, the Respondents did not pay the requisite meal period premium pay of an additional hour of wages. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

2. Violated Labor Code § 226.7 by not providing duty-free 10-minute rest period for every 3.5 hours worked by me and other non-exempt employees. In addition, the Respondents did not pay the requisite meal period premium pay of an additional hour of wages to me and other non-exempt employees. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

3. Violated Labor Code §§ 226(a), 1194, 1194.2, 1197 and 1197.1 for failing to pay minimum wages to me and other non-exempt employees for all hours worked, including without limitation, by sending us text messages and calling us outside of working hours about schedule or other work matters and not paying us for that time, and requiring us to attend meeting and not paying us for the time we attended. As a further result thereof, the wage statements failed to accurately identify the total gross and net wages earned, hours worked, and all correct hourly rates in violation of Labor Code § 226(a). As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

March 2, 2021

Page 2

4. Violated Labor Code §§ 226(a), 510, 1197 and 1197.1 by not paying overtime for hours in excess of 8 hours in a day and/or 40 hours in a workweek to me and other non-exempt employees for time worked, including without limitation, by sending us text messages and calling us outside of working hours about schedule or other work matters and not paying us for that time. As a further result thereof, the wage statements failed to accurately identify the total gross and net wages earned, hours worked and all correct hourly rates in violation of Labor Code § 226(a). As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

5. Violated Labor Code § 226(a) by not providing accurate, itemized wage statements to me and other non-exempt employees, including by not accurately reflecting the hours worked and wages for the off-the-clock work which me and other non-exempt employees were suffered and/or permitted and/or required to work, as well as premium pay for missed rest and meal breaks on the paystubs of me and other non-exempt employees. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

6. Violated Labor Code §§ 201-203 by willfully not providing all wages due and owed to me and other non-exempt employees upon separation of employment. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

The address for the Respondents is:

Team Blaze and Gholamreza Medali
108 W. Foothill Blvd
Monrovia, CA 91016

Please contact my attorney, Zack Broslavsky, if you have any questions regarding this matter.

Sincerely,



Mikayla Asevo

cc: Team Blaze and Gholamreza Medali (by certified mail)

ERIC RIVAS

c/o BROSLAVSKY & WEINMAN LLP
1500 ROSECRANS AVE., SUITE 500
LOS ANGELES, CA 90266
TELEPHONE (310) 575-2550
FACSIMILE (310) 464-3550

March 1, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Eric Rivas v Team Blaze and Gholamreza Medali*

To Whom It May Concern:

Through this correspondence, I am providing written notice to the Labor Workforce Development Agency under Labor Code § 2699.3 of the claims asserted on behalf of myself and all other similarly aggrieved employees against my employers Team Blaze and Gholamreza Medali (collectively the "Respondents"). Specifically, I am hereby providing notice that the Respondents:

1. Violated Labor Code §§ 226.7 and 512 by not providing a duty-free 30-minute meal period for every 5 hours of work and by not providing a second duty-free 30-minute meal period to me and other non-exempt employees when we worked more than 10 hours per day. In addition, the Respondents did not pay the requisite meal period premium pay of an additional hour of wages. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

2. Violated Labor Code § 226.7 by not providing duty-free 10-minute rest period for every 3.5 hours worked by me and other non-exempt employees. In addition, the Respondents did not pay the requisite meal period premium pay of an additional hour of wages to me and other non-exempt employees. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

3. Violated Labor Code §§ 226(a), 1194, 1194.2, 1197 and 1197.1 for failing to pay minimum wages to me and other non-exempt employees for all hours worked, including without limitation, by sending us text messages and calling us outside of working hours about schedule or other work matters and not paying us for that time, and requiring us to attend meeting and not paying us for the time we attended. As a further result thereof, the wage statements failed to accurately identify the total gross and net wages earned, hours worked, and all correct hourly rates in violation of Labor Code § 226(a). As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

March 1, 2021

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4. Violated Labor Code §§ 226(a), 510, 1197 and 1197.1 by not paying overtime for hours in excess of 8 hours in a day and/or 40 hours in a workweek to me and other non-exempt employees for time worked, including without limitation, by sending us text messages and calling us outside of working hours about schedule or other work matters and not paying us for that time. As a further result thereof, the wage statements failed to accurately identify the total gross and net wages earned, hours worked and all correct hourly rates in violation of Labor Code § 226(a). As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

5. Violated Labor Code § 226(a) by not providing accurate, itemized wage statements to me and other non-exempt employees, including by not accurately reflecting the hours worked and wages for the off-the-clock work which me and other non-exempt employees were suffered and/or permitted and/or required to work, as well as premium pay for missed rest and meal breaks on the paystubs of me and other non-exempt employees. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

6. Violated Labor Code §§ 201-203 by willfully not providing all wages due and owed to me and other non-exempt employees upon separation of employment. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

The address for the Respondents is:

Team Blaze and Gholamreza Medali
108 W. Foothill Blvd
Monrovia, CA 91016

Please contact my attorney, Zack Broslavsky, if you have any questions regarding this matter.

Sincerely,

Eric Rivas

Eric Rivas

cc: Team Blaze and Gholamreza Medali (by certified mail)

RAEIGN VELASQUEZ

c/o BROSLAVSKY & WEINMAN LLP
1500 ROSECRANS AVE., SUITE 500
LOS ANGELES, CA 90266
TELEPHONE (310) 575-2550
FACSIMILE (310) 464-3550

March 2, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Raeign Velasquez v Team Blaze and Gholamreza Medali*

To Whom It May Concern:

Through this correspondence, I am providing written notice to the Labor Workforce Development Agency under Labor Code § 2699.3 of the claims asserted on behalf of myself and all other similarly aggrieved employees against my employers Team Blaze and Gholamreza Medali (collectively the "Respondents"). Specifically, I am hereby providing notice that the Respondents:

1. Violated Labor Code §§ 226.7 and 512 by not providing a duty-free 30-minute meal period for every 5 hours of work and by not providing a second duty-free 30-minute meal period to me and other non-exempt employees when we worked more than 10 hours per day. In addition, the Respondents did not pay the requisite meal period premium pay of an additional hour of wages. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

2. Violated Labor Code § 226.7 by not providing duty-free 10-minute rest period for every 3.5 hours worked by me and other non-exempt employees. In addition, the Respondents did not pay the requisite meal period premium pay of an additional hour of wages to me and other non-exempt employees. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

3. Violated Labor Code §§ 226(a), 1194, 1194.2, 1197 and 1197.1 for failing to pay minimum wages to me and other non-exempt employees for all hours worked, including without limitation, by sending us text messages and calling us outside of working hours about schedule or other work matters and not paying us for that time, and requiring us to attend meeting and not paying us for the time we attended. As a further result thereof, the wage statements failed to accurately identify the total gross and net wages earned, hours worked, and all correct hourly rates in violation of Labor Code § 226(a). As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

March 2, 2021

Page 2

4. Violated Labor Code §§ 226(a), 510, 1197 and 1197.1 by not paying overtime for hours in excess of 8 hours in a day and/or 40 hours in a workweek to me and other non-exempt employees for time worked, including without limitation, by sending us text messages and calling us outside of working hours about schedule or other work matters and not paying us for that time. As a further result thereof, the wage statements failed to accurately identify the total gross and net wages earned, hours worked and all correct hourly rates in violation of Labor Code § 226(a). As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

5. Violated Labor Code § 226(a) by not providing accurate, itemized wage statements to me and other non-exempt employees, including by not accurately reflecting the hours worked and wages for the off-the-clock work which me and other non-exempt employees were suffered and/or permitted and/or required to work, as well as premium pay for missed rest and meal breaks on the paystubs of me and other non-exempt employees. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

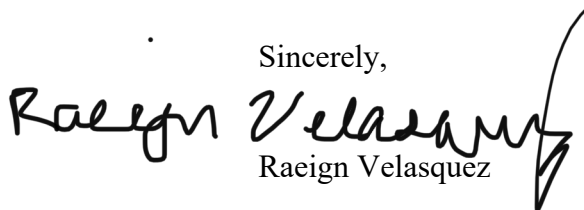
6. Violated Labor Code §§ 201-203 by willfully not providing all wages due and owed to me and other non-exempt employees upon separation of employment. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter.

The address for the Respondents is:

Team Blaze and Gholamreza Medali
108 W. Foothill Blvd
Monrovia, CA 91016

Please contact my attorney, Zack Broslavsky, if you have any questions regarding this matter.

Sincerely,


Raign Velasquez

cc: Team Blaze and Gholamreza Medali (by certified mail)

Dennis Hyun

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, March 5, 2021 11:23 AM
To: dhyun@hyunlegal.com
Subject: Thank you for submission of your PAGA Case.

3/5/2021

LWDA Case No. LWDA-CM-823796-21
Law Firm : Hyun Legal, APC
Plaintiff Name : Mikayla Asevo , Eric Rivas, Raeign Velasquez
Employer: Team Blaze
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT “D”

COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT/PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Raeign Velasquez et al. v. Team Blaze et al.
(Orange County Superior Court, Case No. 30-2021-01187932-CU-OE-CXC)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Team Blaze and Gholamreza Medali (“Defendants”) for alleged wage and hour violations. The Action was filed by former Team Blaze employees Raeign Velasquez, Mikayla Asevo, and Eric Rivas (“Plaintiffs”) and seeks payment of (1) unpaid minimum and overtime wages, meal period premiums, rest period premiums, and related penalties for a class of California non-exempt or hourly-paid employees (“Class Members”) who worked for Defendants during the Class Period (September 26, 2018 to [date]); and (2) penalties under the California Private Attorneys General Act (the “PAGA”) for all California non-exempt or hourly-paid employees who worked for Defendants during the PAGA Period (March 9, 2020 to [date]) (“PAGA Group Members”). The PAGA is a California law that permits an employee to step into the shoes of the State of California and seek penalties on behalf of the State and all similarly “aggrieved employees.” Defendants have not admitted, and are not admitting to any allegations of wrongdoing in this case, and in fact expressly *deny* Plaintiffs’ claims and that any of its practices at issue in this lawsuit were or are unlawful, and that any liability can attach. Specifically, Defendants contend, among other things, that it correctly compensated all employees; provided all employees with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; provided all employees with compliant wage statements; and timely paid all employees all wages owing at the time of termination. Defendants contend this matter cannot ultimately proceed as a class and/or representative action. Ultimately, the Parties have entered into the settlement solely for purposes of resolving this dispute and avoiding continuing litigation, risk, time, and costs.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (the “LWDA”). As discussed herein, you cannot opt-out of the PAGA portion of the settlement. Class Members who opt-out of the Class Settlement will be still bound by the Released PAGA Claims and eligible to receive their Individual PAGA Payment.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period per Defendants’ records.)

The above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA

Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement. In other words, you will still receive an Individual PAGA Payment and you will release the Released PAGA Claims.

Defendants will not retaliate against you for any actions or inactions which you may take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

The Opt-out Deadline is [date]	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. Class Counsel and Plaintiffs shall be paid from the Gross Settlement Amount, which reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place at 2:00 p.m. on August 22, 2024. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. In this Action, Plaintiffs allege that Defendants violated California labor laws by failing to pay all overtime wages, minimum wages, and wages due upon termination, and by failing to provide all meal periods, rest breaks and accurate itemized wage statements. Based on these claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Dennis S. Hyun of Hyun Legal, APC and Zack Broslavsky of Broslavsky & Weinman, LLP (“Class Counsel.”)

Defendants strongly deny Plaintiffs’ claims, and deny that there has been any violation of any laws or failure to pay any wages, and contend that they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator and retired judge to mediate the dispute in an effort to resolve the Action and to assist in the Parties' negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement fair, reasonable and adequate considering the strength of the claims and the risks and uncertainties of continued litigation; and that the Settlement is in the best interests of the Class Members, the State of California, and PAGA Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$600,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the all-in, Gross Settlement into an account controlled by the Administrator of the Settlement. The Gross Settlement does not include Defendants' employer-side payroll taxes, which shall be paid separately by Defendants. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement as follows:
 - A. Installment 1: One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000) within thirty (30) calendar days of the Court granting Final Approval;
 - B. Installment 2: One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000) within one hundred eighty (180) calendar days of the Court granting Final Approval;
 - C. Installment 3: Seventy Five Thousand Dollars and Zero Cents (\$75,000) within three hundred sixty (360) calendar days of the Court granting Final Approval;
 - D. Installment 4: Seventy Five Thousand Dollars and Zero Cents (\$75,000) within five hundred forty (540) calendar days of the Court granting Final Approval;
 - E. Installment 5: Seventy Five Thousand Dollars and Zero Cents (\$75,000) within seven hundred twenty (720) calendar days of the Court granting Final Approval;
 - F. Installment 6: Seventy Five Thousand Dollars and Zero Cents (\$75,000) within nine hundred (900) calendar days of the Court granting Final Approval.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$200,000 (or one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$22,500 (i.e. \$7,500 to each Class Representative) to Plaintiffs as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$27,750 to the Administrator for services administering the Settlement.
 - D. Up to \$60,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Group Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs are asking the Court to approve an allocation of 20% of each Individual Class Payment (excluding any portion of the share of the PAGA Payment) to taxable wages ("Wage Portion") and 80% of each Individual Class Payment (excluding any portion of the share of the PAGA Payment) to non-wage statutory damages and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay any employer-side payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to the above allocations in order to support the proposed Settlement, neither side is giving you any advice on whether your Payments

are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires. Your check will be valid for 180 days from the check's issuance. If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. If your check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will conduct a skip-trace and remail your check. If this occurs, you will have an additional fifteen (15) calendar days to cash your check.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to complete, sign and mail the enclosed Request for Exclusion Form to be postmarked by the [date] Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendants based on the PAGA Period facts alleged in the Action and they will still receive their Individual PAGA Payments.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also attempt to resolve Class Member/PAGA Group Member challenges over Workweeks/Pay Periods with participation of Class Counsel and Defendants' Counsel, and with all disputes to be filed with the Court and subject to the Court review, as described in more detail in Section 4(3) below. The Administrator shall also mail and re-mail settlement checks and tax forms,

and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employers payroll taxes, Participating Class Members will release the claims under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you will release the following claims against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon the funding of the Maximum Settlement Amount and all applicable employer-side payroll taxes, and except as to such rights or claims as may be created by this Settlement Agreement, each and every Participating Class Member, on behalf of themselves and their heirs and assigns, releases the Released Parties from the Released Claims that arose during the Class Period. A Participating Class Member's cashing of the settlement check will be considered a consent and opt-in to the settlement of all federal wage and hour claims under the FLSA which are encompassed within these Released Claims, and each Participating Class Member who cashes his or her settlement check will waive his or her rights to bring such claims under the FLSA which arose during the Class Period. A Participating Class Member who does not cash his or her settlement check will retain all rights and claims under the FLSA. However, the settlement will still discharge and extinguish the claims described herein under California law, including those for Participating Class Members who do not cash their settlement checks or who do not opt out of the settlement.

"Released Claims" means any and all claims, damages, or causes of action alleged in, or arising out of, the allegations in the Complaint filed in the Action and the PAGA Notice, which were alleged or which reasonably could have been alleged by reason of or in connection with any fact set forth or referred to in Plaintiffs' operative complaint and/or the PAGA Notice based on any of the factual allegations contained in such complaints and/or the PAGA Notice, including, but not limited to, claims under state, or local law, including, but not limited to claims for unpaid wages, claims for the failure to pay minimum wages, claims for the failure to pay overtime wages, claims related to missed meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation, failure to timely pay wages during employment, failure to keep requisite payroll records, the payment of any penalties (including PAGA). The Released Claims specifically include all claims arising under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1197.1, the Wage Orders of the California Industrial Welfare Commission, California Business and

Profession Code sections 17200, et seq., California Code of Civil Procedure section 1021.5, and California common law of contract, interest and claims for attorney's fees (except as provided for in this Agreement) reasonably related in any way to those claims alleged and mentioned in the complaint(s) and/or PAGA Notice.

The Released Parties means Defendants, their past, present, and/or future owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, shareholders, managers, employees, attorneys, insurers, assigns, successors, predecessors and agents, and Defendants' past, present, and/or future parent, subsidiary, or affiliated entities, DBAs, franchisors, franchisees, and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents.

10. PAGA Group Members' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Group Members will be subject to the following release:

Upon the funding of the Maximum Settlement Amount and all applicable employer-side payroll taxes, and except as to such rights or claims as may be created by this Settlement Agreement, each and every PAGA Group Member, on behalf of themselves and their heirs and assigns, and Plaintiff, on behalf of the State of California, releases the Released Parties from the Released PAGA Claims that arose during the PAGA Period

"Released PAGA Claims" means any and all claims for civil penalties under PAGA based on the labor code violations alleged in the PAGA Notice sent by Plaintiff to the LWDA, including California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 2698, et seq., the IWC Wage Orders as well as all facts, theories, or claims for civil penalties which reasonably could have been pleaded based on the factual allegations pled in the PAGA Notice Plaintiffs sent to the LWDA.

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4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000 by the total number of pay periods worked by all PAGA Group Members and (b) multiplying the result by the number of pay periods worked by each individual PAGA Group Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, such that it is postmarked by [], 2024. Section 9 of this Notice has the Administrator's contact information.

You should support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. Defendants' Counsel and Class Counsel shall jointly determine the number of eligible Workweeks and/or Pay Periods that should apply. All such Class Member and/or PAGA Group Member disputes and responses concerning Workweeks and/or Pay Periods shall be filed with the Court. Any decision regarding a dispute is subject to the Court's review for final determination.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, one check in the amount of 50% of the Individual Settlement Payment within ten (10) business after receipt of Installment 2 and one check for the remaining 50% of the Individual Settlement Payment within ten (10) business after receipt of Installment 6 to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Group Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, one check in the amount of 50% of the Individual PAGA Payment within ten (10) business after receipt of Installment 2 and one check for the remaining 50% of the Individual PAGA Payment within ten (10) business after receipt of Installment 6 to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check(s) will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete, sign and mail the enclosed Request for Exclusion Form, so it is postmarked by ****, 2024. You must make the request yourself. If someone else makes the request for you, it will not be valid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the August 22, 2024 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement, attorney's fees and costs, and Service Award are fair. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [<https://www.phoenixclassaction.com/>] or the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No. 30-2021-01187932-CU-OE-CXC.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is so that it is postmarked by [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Raeign Velasquez et al. v. Team Blaze et al.* and include your name, current address, telephone number, and approximate dates of employment for Defendants' and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing before the Honorable Brenda R. McCormick on **August 22, 2024**, at **2:00 p.m.** in Department CX104 of the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the

judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.occourts.org/media-relations/aci.html>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [<https://www.phoenixclassaction.com/>] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators' website at [<https://www.phoenixclassaction.com/>]. You can also telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No. 30-2021-01187932-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center by calling (657) 622-8451.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:
[Name of Company]

[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund [https://www.sco.ca.gov/search_upd.html] for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

REQUEST FOR EXCLUSION

Raeign Velasquez et al. v. Team Blaze et al.

(Orange County Superior Court, Case No. 30-2021-01187932-CU-OE-CXC)

COMPLETE AND SIGN THIS FORM IF YOU WANT TO **EXCLUDE** YOURSELF FROM THE VELASQUEZ V. TEAM BLAZE CLASS ACTION SETTLEMENT. YOU MAY NOT REQUEST EXCLUSION FROM THE PAGA CLAIMS

I am/was employed by Team Blaze (“Defendant”) as a non-exempt employee in the State of California from September 26, 2018 to *****, 2023.

I wish to be excluded from the class action settlement reached in the matter of *Velasquez v. Team Blaze*. I understand that by excluding myself I will not receive money from the class portion of the settlement.

Full Name: _____

Mailing Address: _____

Telephone Number: _____

Last Four (4) Digits of Your Social Security Number: _____ and/or Employee ID Number: _____

Signature

Dated: _____

THIS DOCUMENT MUST BE SENT VIA U.S. MAIL POSTMARKED NO LATER THAN

[RESPONSE DEADLINE] TO:

[Settlement Administrator]

[Address]

IF YOU WANT TO RECEIVE MONEY FROM THE CLASS ACTION SETTLEMENT, **DO NOT** RETURN THIS FORM.



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **240402 Clean Revised Class Notice, Raeign Velasquez et al v. Team Blaze et al, INC, Case No - 30-2021-01187932-CU-OE-CXC.**

Order Date: April 06, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **240402 Clean Revised Class Notice**, in the case Velasquez et al v. Team Blaze et al, INC, Case No. 30-2021-01187932-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on APR 06, 2024.

Christina Harmon

Christina Guerrero Harmon

06/04/2024

Date

Certification Credentials may be verified online at
https://web.atanet.org/onlinedirectories/tsd_view.php?id=11930

AVISO APROBADO POR EL JUEZ SOBRE EL ACUERDO DE ACCIÓN COLECTIVA/PAGA Y FECHA DE LA AUDIENCIA PARA LA APROBACIÓN FINAL DEL JUEZ

Raeign Velasquez et al. contra Team Blaze et al.

(Tribunal Superior del Condado de Orange, número de causa 30-2021-01187932-CU-OE-CXC)

El Tribunal Superior del Estado de California autorizó este Aviso. Léalo atentamente. No es correo basura, ni spam, ni publicidad, ni oferta de servicio de un abogado. No le están demandando.

Usted puede calificar para recibir dinero de una demanda colectiva de empleados (“Acción”) contra Team Blaze y Gholamreza Medali (“Demandados”) por supuestos incumplimientos de salarios y horas. La Acción fue presentada por los ex empleados de Team Blaze Raeign Velasquez, Mikayla Asevo y Eric Rivas (“Demandantes”) y busca el pago de (1) salarios mínimos y horas extras no pagados, primas por periodo de comida, primas por periodo de descanso y sanciones relacionadas para una clase de empleados no exentos o pagados por hora de California (“Miembros de la Clase”) que trabajaron para los Demandados durante el Periodo de la Clase (26 de septiembre de 2018 a [date]); y (2) sanciones en virtud de la Ley General de Abogados Privados de California (la “PAGA”) para todos los empleados de California no exentos o pagados por hora que trabajaron para los Demandados durante el Periodo PAGA (9 de marzo de 2020 a [date]) (“Miembros de la Clase PAGA”). La Ley PAGA es una ley de California que permite a un empleado ponerse en el lugar del Estado de California y solicitar sanciones en nombre del Estado y de todos los “empleados perjudicados” similares. Los Demandados no han admitido, y no admiten, ninguna alegación de infracción en este caso, y de hecho *niegan expresamente* las reclamaciones de los Demandantes y que cualquiera de sus prácticas en cuestión en esta Demanda fueran o sean ilegales, y que pueda derivarse cualquier responsabilidad. Específicamente, los Demandados sostienen, entre otras cosas, que compensó correctamente a todos los empleados; proporcionaron a todos los empleados periodos de comida y descanso adecuados o pagaron las primas requeridas por los descansos perdidos o no conformes; proporcionaron a todos los empleados declaraciones salariales conformes; y pagaron puntualmente a todos los empleados todos los salarios adeudados en el momento del despido. Los Demandados sostienen que este asunto no puede proceder en última instancia como una acción colectiva y/o representativa. En última instancia, las Partes han llegado a este Acuerdo con el único propósito de resolver esta disputa y evitar la continuación del litigio, los riesgos, el tiempo y los costes.

El Acuerdo Colectivo propuesto consta de dos partes principales: (1) un Acuerdo Colectivo que requiere que los Demandados financien Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que requiere que los Demandados financien Pagos Individuales PAGA y paguen sanciones a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (la “LWDA”, por sus siglas en inglés). Como se menciona en el presente documento, usted no puede optar por excluirse de la porción PAGA del Acuerdo. Los Miembros de la Clase que opten por excluirse del Acuerdo Colectivo seguirán estando obligados a cumplir con las Reclamaciones PAGA Exoneradas y calificarán para recibir su Pago Paga Individual.



Basándose en los expedientes de los Demandados y en las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase será de \$ [REDACTED] (menos la retención) y que su Pago Paga Individual (PAGA) será de \$ [REDACTED]**. La cantidad real que usted pueda recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ningún importe para su Pago PAGA Individual, entonces no tiene derecho a recibir un Pago PAGA Individual en virtud del Acuerdo porque no trabajó durante el Periodo PAGA según los expedientes de los Demandados).

Las estimaciones anteriores se basan en los expedientes de los Demandados que muestran que **usted trabajó [REDACTED] semanas laborales** durante el Periodo de la Demanda Colectiva y **trabajó [REDACTED] periodos de pago** durante el Periodo PAGA. Si cree que trabajó más semanas laborales y/o periodos de pago durante cualquiera de los dos periodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Juez ha aprobado preliminarmente el Acuerdo Propuesto y ha aprobado este Aviso. El Juez aún no ha decidido si concederá la aprobación definitiva. Sus derechos legales se verán afectados tanto si actúa como si no. Lea atentamente este Aviso. En la Audiencia de Aprobación Definitiva, el Juez decidirá si aprueba definitivamente el Acuerdo y qué parte del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes (“Abogados de la Clase”). El Juez también decidirá si dicta una sentencia que obligue a los Demandados a realizar pagos en virtud del Acuerdo y exija a los Miembros de la Clase y a los Miembros de la Clase PAGA que renuncien a sus derechos a hacer valer determinadas reclamaciones contra los Demandados.

Si fue empleado por los Demandados durante el Periodo de la Demanda Colectiva y/o el Periodo PAGA, tiene dos opciones básicas en virtud del Acuerdo:

- (1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo Colectivo propuesto y calificar para recibir un Pago Individual de la Clase y/o un Pago Paga Individual. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho a hacer valer las reclamaciones salariales del Periodo de la Clase y las reclamaciones de penalización del Periodo PAGA contra los Demandados.
- (2) **Excluirse de forma Voluntaria del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo presentando la Solicitud de Exclusión por escrito o notificándolo de otro modo al Administrador por escrito. Si opta por excluirse del Acuerdo Colectivo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales del Periodo de la Demanda Colectiva contra los Demandados y, si es un Empleado Agraviado, seguirá teniendo derecho a un Pago Paga Individual. No puede optar por excluirse de la parte PAGA del Acuerdo propuesto. En otras palabras, seguirá recibiendo un Pago Paga Individual y renunciará a las Reclamaciones PAGA Exoneradas.

Los Demandados no tomarán represalias contra usted por las acciones o inacciones que pueda llevar a cabo con respecto al Acuerdo propuesto.



RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase, calificará para recibir un Pago Individual de la Clase y un Pago Paga Individual (si lo hubiera). A cambio, renunciará a su derecho a hacer valer las reclamaciones salariales contra los Demandados que están cubiertas por este Acuerdo (Reclamaciones Exoneradas).
Puede optar por no participar en el Acuerdo Colectivo pero no en el Acuerdo PAGA La fecha límite para darse de baja es [date].	Si no desea participar plenamente en el Acuerdo Colectivo propuesto, puede excluirse del mismo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y ya no podrá optar a un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden oponerse a ninguna parte del Acuerdo Colectivo propuesto. Véase la Sección 6 de este Aviso. Usted no puede optar por excluirse de la parte PAGA del Acuerdo propuesto. Los Demandados deben pagar Pagos Paga Individuales a todos los Miembros de la Clase PAGA y los Miembros de la Clase PAGA deben renunciar a sus derechos a presentar Reclamaciones PAGA Exoneradas (definidas a continuación).
Los Miembros Participantes de la Clase pueden objetarse al Acuerdo Colectivo pero no al Acuerdo PAGA Las objeciones por escrito deben presentarse antes del [date].	Todos los Miembros Participantes de la Clase que no opten por excluirse (“Miembros Participantes de la Clase”) pueden objetarse a cualquier aspecto del Acuerdo propuesto. La decisión del Juez de aprobar definitivamente el Acuerdo incluirá la determinación de la cantidad que se pagará a los Abogados de la Clase y a los Demandantes que ejercieron la Acción en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o a los Demandantes. Se pagará a los Abogados de la Clase y a los Demandantes con la Cantidad Bruta del Acuerdo, lo que reduce la cantidad total pagada a los Miembros Participantes de la Clase. Puede oponerse a las cantidades solicitadas por los Abogados de la Clase o los Demandantes si considera que no son razonables. Consulte la Sección 7 de este Aviso.
Puede participar en la Audiencia de Aprobación Definitiva el [date]	La Audiencia de Aprobación Definitiva del Juez está programada para las 14:00 horas del 22 de agosto de 2024. No tiene que asistir, pero sí tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre a su propio coste), en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Definitiva. Véase la Sección 8 de este Aviso.
Puede impugnar el cálculo de sus Semanas Laborales/Periodos de Pago	El monto de su Pago Individual de la Clase y de su Pago PAGA (si lo hubiere) depende de cuántas Semanas Laborales trabajó al menos un día durante el Periodo de la Clase y cuántos Periodos de Pago PAGA trabajó al menos un día durante el Periodo PAGA, respectivamente. El número de Semanas Laborales del Periodo de la



Las impugnaciones por escrito deben presentarse antes del [date]	Clase y el número de Periodos de Pago del Periodo PAGA que usted trabajó según los expedientes de los Demandados se indica en la primera página de este Aviso. Si no está de acuerdo con alguna de estas cifras, debe impugnarla antes del [date]. Véase la Sección 4 de este Aviso.
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1. ¿EN QUÉ CONSISTE LA ACCIÓN?

Los Demandantes son antiguos empleados de los Demandados. En esta Demanda, los Demandantes alegan que los Demandados incumplieron las leyes laborales de California al no pagar todos los salarios por horas extras, salarios mínimos y salarios adeudados en caso de despido, y al no proporcionarles todos los periodos de comida, descansos y declaraciones salariales detalladas precisas. Basándose en estas reclamaciones, los Demandantes también han hecho valer una reclamación de sanciones civiles en virtud de la Ley General de Abogados Privados de California (Código Laboral §§ 2698, y siguientes) (“PAGA”). Los Demandantes están representados por abogados en la Acción: Dennis S. Hyun de Hyun Legal, APC y Zack Broslavsky de Broslavsky & Weinman, LLP (“Abogados de la Clase”).

Los Demandados niegan rotundamente las reclamaciones de los Demandantes, y niegan que haya habido incumplimiento de ley alguna o falta de pago de ningún salario, y afirman que cumplieron con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE HA RESUELTO?

Este Aviso no pretende ser, y no debe interpretarse como, una expresión de opinión alguna por parte del Juez con respecto a la veracidad de las alegaciones planteadas en la Demanda o al fondo de las reclamaciones o defensas afirmadas. Hasta el momento, el Juez no ha determinado si los Demandados o los Demandantes tienen razón en cuanto al fondo. Mientras tanto, los Demandantes y los Demandados contrataron a un mediador experimentado y neutral y a un Juez jubilado para mediar en la disputa en un esfuerzo por resolver la Acción y ayudar a las Partes a negociar el fin de la causa mediante un Acuerdo (resolver la causa) en lugar de continuar con el costoso y largo proceso del litigio. Mediante la firma de un extenso Acuerdo de conciliación por escrito (“Acuerdo”) y acordando solicitarle conjuntamente al Juez que dicte una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, los Demandantes y los Demandados han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Definitiva del Juez. Ambas partes están de Acuerdo en que el Acuerdo propuesto es un compromiso de las reclamaciones en disputa. Al aceptar llegar a un Acuerdo, los Demandados no admiten ningún incumplimiento ni conceden el mérito de ninguna reclamación.

Los Demandantes y los Abogados de la Clase consideran que el Acuerdo es justo, razonable y adecuado teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuado; y que el Acuerdo es lo mejor para los Miembros de la Clase, el Estado de California y los Miembros de la Clase PAGA. El Juez aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Definitiva.



3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Los Demandados Pagarán \$600,000.00 como Monto Bruto del Acuerdo (Acuerdo Bruto). Los Demandados han acordado depositar la totalidad del Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Acuerdo Bruto no incluye los impuestos sobre nóminas de los Demandados, que serán pagados por separado por los Demandados. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos PAGA Individuales, el Pago por Servicios del Representante de la Clase, los honorarios y gastos de los abogados del Abogado de la Clase, los gastos del Administrador y las multas que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”, por sus siglas en inglés). Suponiendo que el Juez otorgue la Aprobación Definitiva, los Demandados financiarán el Acuerdo Bruto de la siguiente manera:
 - A. Plazo 1: Ciento Cincuenta Mil Dólares y Cero Centavos (\$150,000) dentro de los treinta (30) días naturales siguientes a que el Juez conceda la Aprobación Definitiva;
 - B. Plazo 2: Ciento Cincuenta Mil Dólares y Cero Centavos (\$150,000) en un plazo de ciento ochenta (180) días naturales a partir de que el Juez conceda la Aprobación Definitiva;
 - C. Plazo 3: Setenta y cinco mil dólares y cero céntimos (\$75,000) en un plazo de trescientos sesenta (360) días naturales a partir de que el Juez conceda la Aprobación Definitiva;
 - D. Plazo 4: Setenta y cinco mil dólares y cero céntimos (\$75,000) en un plazo de quinientos cuarenta (540) días naturales a partir de que el Juez conceda la Aprobación Definitiva;
 - E. Plazo 5: Setenta y Cinco Mil Dólares y Cero Centavos (\$75,000) dentro de los setecientos veinte (720) días naturales siguientes a que el Juez conceda la Aprobación Definitiva;
 - F. Plazo 6: Setenta y Cinco Mil Dólares y Cero Centavos (\$75,000) dentro de los novecientos (900) días naturales siguientes a que el Juez conceda la Aprobación Definitiva.
2. Deducciones del Acuerdo Bruto Aprobadas por el Juez. En la Audiencia de Aprobación Definitiva, los Demandantes y/o los Abogados de la Clase le solicitarán al Juez que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos importes serán decididos por el Juez en la Audiencia de Aprobación Definitiva:
 - A. Hasta \$200,000 (o un tercio del Acuerdo Bruto) a los Abogados de la Clase por concepto de honorarios de abogados y hasta \$50,000 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Acción sin recibir pago alguno.
 - B. Hasta \$22,500 (es decir, \$7,500 a cada Representante de la Clase) a los Demandantes como Adjudicación del Representante de la Clase por presentar la



Demanda, trabajar con el Abogado de la Clase y representar a la Clase. El Premio al Representante de la Clase será el único dinero que recibirán los Demandantes aparte del Pago Individual de la Clase y cualquier Pago Paga Individual.

C. Hasta \$27,750 al Administrador por servicios de administración del Acuerdo.

D. Hasta \$60,000 para Penalizaciones PAGA, asignados en un 75% al Pago PAGA de la LWDA y en un 25% en Pagos PAGA Individuales a los Miembros de la Clase PAGA en función de sus Periodos de Pago PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetarse a cualquiera de estas deducciones. El Juez considerará todas las objeciones.

3. Acuerdo Colectivo Neto Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Juez, el Administrador distribuirá el resto del Acuerdo Bruto (el “Acuerdo Neto”) realizando Pagos Individuales de la Clase a los Miembros Participantes de la Clase en función de sus Semanas Laborales del Periodo de la Clase.
4. Impuestos Debidos sobre los Pagos a los Miembros de la Clase. Los Demandantes le solicitan al Juez que apruebe una asignación del 20% de cada Pago Individual de la Clase (excluyendo cualquier porción de la parte del Pago PAGA) a salarios sujetos a impuestos (“Porción Salarial”) y del 80% de cada Pago Individual de la Clase (excluyendo cualquier porción de la parte del Pago PAGA) a daños estatutarios no salariales e intereses (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se declarará en los Formularios W-2 del IRS. Los Demandados pagarán por separado cualquier impuesto sobre la nómina del empleador adeudado sobre la Porción Salarial. Los Pagos Paga Individuales se contabilizan como penalizaciones y no como salarios a efectos fiscales. El Administrador reportará los Pagos PAGA Individuales y las Porciones No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Aunque los Demandantes y los Demandados han acordado las asignaciones anteriores con el fin de apoyar el Acuerdo propuesto, ninguna de las partes le está asesorando sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las multas y los intereses sobre impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto.

5. Necesidad de Cobrar con Prontitud los Cheques de Pago. En el anverso de cada cheque emitido para Pagos Individuales de la Clase y Pagos Paga Individual aparecerá la fecha de caducidad del cheque. Su cheque será válido durante 180 días a partir de su emisión. Si no lo cobra antes de la fecha de caducidad, su cheque se cancelará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre. Si el dinero que representa su cheque es enviado al Fondo de Propiedad No Reclamada del Contralor, deberá consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero. Si su cheque es devuelto al administrador



del Acuerdo por ser imposible de entregar, el Administrador del Acuerdo realizará un rastreo y volverá a enviar su cheque. Si esto ocurre, dispondrá de quince (15) días naturales adicionales para cobrar su cheque.

6. Solicitudes de Exclusión del Acuerdo Colectivo. Se le dará trato como Miembro Participante de la Clase, participando plenamente en el Acuerdo Colectivo, a menos que le notifique por escrito al Administrador, a más tardar el [date], que desea excluirse. La forma más sencilla de notificárselo al Administrador es cumplimentar, firmar y enviar por correo el Formulario de Solicitud de Exclusión adjunto, que deberá estar matasellado antes del [date], Fecha Límite de Respuesta. Los Miembros No Participantes de la Clase excluidos (es decir, los Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente Demandas por salarios y horas contra los Demandados.

No puede excluirse de la parte PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo Colectivo (Miembros No Participantes de la Clase) siguen calificando para los Pagos Paga Individual y se les exige que renuncien a su derecho de hacer valer las Reclamaciones Paga Individual Exoneradas contra los Demandados en base a los hechos del Periodo Paga Individual alegados en la Acción y aun así recibirán sus Pagos Paga Individual.

7. El Acuerdo propuesto será nulo si el Juez deniega la aprobación definitiva. Es posible que el Juez se niegue a conceder la Aprobación Definitiva del Acuerdo o se niegue a dictar una Sentencia. También es posible que el Juez dicte una Sentencia que sea revocada en apelación. Los Demandantes y los Demandados han acordado que, en cualquiera de los dos casos, el Acuerdo será nulo: Los Demandados no pagarán dinero alguno y los Miembros de la Clase no renunciarán a ninguna reclamación contra los Demandados.
8. Administrador. El Juez ha designado a una empresa neutral, Phoenix Settlement Administrators (el “Administrador”) para que envíe este Aviso, calcule y realice los pagos, y procese las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también intentará resolver las impugnaciones de los Miembros de la Clase/Miembros de la Clase PAGA sobre Semanas Laborales/Periodos de Pago con la participación de los Abogados de la Clase y los Abogados de los Demandados, y con todas las impugnaciones que se presentarán ante el Juez y estarán sujetas a la revisión del Juez, como se describe con más detalle en la Sección 4(3) a continuación. El Administrador también enviará y reenviará los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador figura en la Sección 9 de este Aviso.
9. Liberación de los Miembros Participantes de la Clase. Después de que la Sentencia sea definitiva y los Demandados hayan financiado totalmente el Acuerdo Colectivo Bruto y pagado por separado todos los impuestos sobre la nómina de los empleadores, los Miembros Participantes de la Clase liberarán las reclamaciones en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por excluirse válidamente del Acuerdo Colectivo, liberará las siguientes reclamaciones contra los Demandados o entidades



relacionadas por salarios basados en los hechos del Periodo Colectivo y sanciones PAGA basadas en los hechos del Periodo PAGA, según se alega en la Acción y se resuelve mediante este Acuerdo.

Los Miembros Participantes de la Clase quedarán vinculados por la siguiente exoneración:

Una vez financiado el Monto Máximo del Acuerdo y todos los impuestos sobre la nómina aplicables por parte del empleador, y excepto en lo que respecta a los derechos o reclamaciones que puedan crearse por este Acuerdo Colectivo, todos y cada uno de los Miembros Participantes de la Clase, en su nombre y en el de sus herederos y cesionarios, liberan a las Partes Exoneradas de las Reclamaciones Exoneradas que surgieron durante el Periodo de la Clase. El cobro del cheque del Acuerdo por parte de un Miembro Participante de la Clase se considerará un consentimiento y una opción de aceptación del Acuerdo de todas las reclamaciones federales por salarios y horas de trabajo en virtud de la FLSA que están comprendidas dentro de estas Reclamaciones Exoneradas, y cada Miembro Participante de la Clase que cobre su cheque del Acuerdo renunciará a sus derechos de presentar dichas reclamaciones en virtud de la FLSA que surgieron durante el Periodo de la Clase. Un Miembro Participante de la Clase que no cobre su cheque del Acuerdo conservará todos sus derechos y reclamaciones en virtud de la FLSA. Sin embargo, el Acuerdo descargará y extinguirá de todos modos las reclamaciones aquí descritas en virtud de la legislación de California, incluidas las de los Miembros Participantes de la Clase que no cobren sus cheques del Acuerdo o que no opten por no participar en el Acuerdo.

“Reclamaciones Exoneradas” significa todas y cada una de las reclamaciones, daños y perjuicios o causas de acción alegadas en, o derivadas de, las alegaciones de la Demanda presentada en la Acción y la Notificación PAGA, que fueron alegadas o que razonablemente podrían haber sido alegadas por razón de o en relación con cualquier hecho expuesto o referido en la Demanda operativa de los Demandantes y/o la Notificación PAGA en base a cualquiera de las alegaciones de hecho contenidas en dichas Demandas y/o la Notificación PAGA, incluyendo, pero sin limitarse a, reclamaciones en virtud de la legislación estatal, o locales, incluyendo, pero sin limitarse a, reclamaciones por salarios impagados, reclamaciones por el impago de salarios mínimos, reclamaciones por el impago de salarios por horas extraordinarias, reclamaciones relacionadas con pausas o periodos de comida y descanso no disfrutados y el impago de primas por los mismos, el incumplimiento de las disposiciones relativas a las declaraciones salariales detalladas de los empleados, el impago de los salarios debidos en el momento de la separación, el impago puntual de los salarios durante el empleo, el impago de los expedientes de nóminas requeridos, el pago de cualquier sanción (incluyendo PAGA). Las Reclamaciones Exoneradas incluyen específicamente todas las reclamaciones derivadas de los artículos 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 1194, 1194.2, 1197 y 1197.1 del Código Laboral de California, las Órdenes Salariales de la Comisión de Bienestar Industrial de California, los artículos 17200 y siguientes del Código de Negocios y Profesiones



de California, el Código de Procedimiento Civil de California, artículo 1021.5, y el derecho común contractual de California, los intereses y las reclamaciones por honorarios de abogados (salvo lo dispuesto en el presente Acuerdo) razonablemente relacionados de cualquier forma con las reclamaciones alegadas y mencionadas en la(s) Demanda(s) y/o la Notificación PAGA.

Las Partes Exoneradas significan los Demandados, sus propietarios pasados, presentes y/o futuros, funcionarios, directores, agentes gerenciales, fideicomisarios, procesadores de nóminas, contratistas independientes, Miembros, accionistas, gerentes, empleados, abogados, aseguradores, cesionarios, sucesores, predecesores y agentes, y los Demandados pasados, presentes, y/o futuras entidades matrices, subsidiarias o afiliadas, DBA, franquiciadores, franquiciados, y cada uno de sus propietarios, funcionarios, directores, agentes gerentes, fideicomisarios, procesadores de nóminas, contratistas independientes, Miembros, gerentes, empleados, abogados, aseguradores, cesionarios, accionistas, sucesores, predecesores y agentes.

10. Liberación PAGA de los Miembros de la Clase PAGA. Una vez que la sentencia del Juez sea definitiva, y los Demandados hayan pagado el Acuerdo bruto y abonado por separado los impuestos sobre la nómina del lado del empleador, todos los Empleados perjudicados quedarán excluidos de hacer valer reclamaciones PAGA contra los Demandados, independientemente de que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos los que sean Miembros Participantes de la Clase y los que se excluyan del Acuerdo Colectivo, no podrán Demandar, seguir Demandando ni participar en ninguna otra reclamación PAGA contra los Demandados o sus entidades relacionadas, basada en los hechos del Periodo PAGA alegados en la Acción y resueltos por este Acuerdo.

Los Miembros de la Clase PAGA estarán sujetos a la siguiente liberación:

Tras la financiación de la Cantidad Máxima del Acuerdo y de todos los impuestos sobre la nómina aplicables por parte del empleador, y excepto en lo que respecta a los derechos o reclamaciones que puedan crearse por este Acuerdo de Conciliación, todos y cada uno de los Miembros de la Clase PAGA, en su nombre y en el de sus herederos y cesionarios, y el Demandante, en nombre del Estado de California, eximen a las Partes Exoneradas de las Reclamaciones Exoneradas PAGA que surgieron durante el Periodo PAGA.

“Reclamaciones Exoneradas de PAGA” significa todas y cada una de las reclamaciones por sanciones civiles bajo PAGA basados en los incumplimientos del código laboral alegadas en la Notificación PAGA enviada por los Demandantes a la LWDA, incluyendo los artículos 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 2698 y siguientes del Código Laboral de California, las Órdenes salariales de la IWC, así como todos los hechos, teorías o reclamaciones de sanciones civiles que razonablemente podrían haberse alegado basándose en las



alegaciones de hecho expuestas en la Notificación PAGA que los Demandantes enviaron a la LWDA.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo el Monto Neto del Acuerdo por el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Clase individual.
2. Pagos Paga Individual. El Administrador calculará los Pagos PAGA Individuales (a) dividiendo \$15,000 por el número total de periodos de pago trabajados por todos los Miembros de la Clase PAGA y (b) multiplicando el resultado por el número de periodos de pago trabajados por cada Miembro de la Clase PAGA individual.
3. Semanas Laborales/Periodos de Pago Impugnados. El número de Semanas Laborales de la Clase que usted trabajó durante el Periodo de la Clase y el número de Periodos de Pago PAGA que trabajó durante el Periodo PAGA, según consta en los expedientes de los Demandados, se indican en la primera página de este Aviso. Usted tiene hasta el [date] para impugnar el número de Semanas Laborales y/o Periodos de Pago que se le acreditaron. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo, de forma que lleve matasellos de [] de 2024. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Debe apoyar su impugnación enviando copias de talones de pago u otros expedientes. El Administrador aceptará el cálculo de Semanas Laborales y/o Periodos de Pago de los Demandados basado en los expedientes de los Demandados como exacto a menos que usted envíe copias de expedientes que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador intentará resolver las impugnaciones de Semanas Laborales y/o Periodos de Pago basándose en lo que usted envíe y en las aportaciones de los Abogados de la Clase (que abogarán en nombre de los Miembros Participantes de la Clase) y de los Abogados de los Demandados. Los Abogados de los Demandados y los Abogados de la Clase determinarán conjuntamente el número de Semanas Laborales y/o Periodos de Pago que califican para ser aplicados. Todas estas disputas y respuestas de los Miembros de la Clase y/o Miembros de la Clase PAGA relativas a Semanas Laborales y/o Periodos de Pago se presentarán ante el Juez. Cualquier decisión relativa a una disputa estará sujeta a la revisión del Juez para su determinación final.

5. ¿CÓMO COBRARÉ?

1. Miembros Participantes de la Clase. El Administrador enviará, por correo postal de EUA un cheque por el importe del 50% del Pago Individual de la Clase dentro de los diez (10) días hábiles posteriores a la recepción del Pago parcial 2 y un cheque por el 50% restante



del Pago Individual de la Clase dentro de los diez (10) días hábiles posteriores a la recepción del Pago parcial 6 a cada Miembro Participante de la Clase (es decir, a cada Miembro Participante de la Clase que no opte por no participar), incluidos aquellos que también reúnan los requisitos para ser Miembros de la Clase PAGA. El cheque único combinará el Pago Individual de la Clase y el Pago Paga Individual.

2. Miembros No Participantes de la Clase. El Administrador enviará, por correo postal de EUA un cheque por el importe del 50% del Pago Paga Individual dentro de los diez (10) días hábiles posteriores a la recepción del Pago a Plazos 2 y un cheque por el 50% restante del Pago Paga Individual dentro de los diez (10) días hábiles posteriores a la recepción del Pago a Plazos 6 a cada Empleado Agraviado que opte por no participar en el Acuerdo Colectivo (es decir, a cada Miembro No Participante de la Clase).

Su(s) cheque(s) será(n) enviado(s) a la misma dirección que este Aviso. Si cambia de dirección, asegúrese de notificarlo al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?

Rellene, firme y envíe por correo el formulario de solicitud de exclusión adjunto, de modo que lleve matasellos de ****, 2024. Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, ésta no será válida. La Sección 9 del Aviso incluye la información de contacto del Administrador.

7. ¿CÓMO PUEDO OponERME AL ACUERDO?

Sólo los Miembros Participantes de la Clase tienen derecho a objetarse al Acuerdo. Antes de decidir si va a objetarse o no, puede que desee ver lo que los Demandantes y los Demandados le solicitan al Juez que apruebe. Al menos 16 días antes de la Audiencia de Aprobación Definitiva del 22 de agosto de 2024, los Abogados de la Clase y/o los Demandantes presentarán ante el Juez una Petición de Aprobación Definitiva que incluirá, entre otras cosas, las razones por las que el Acuerdo propuesto, los honorarios y costas de los abogados y la Compensación por Servicios son justos. Previa solicitud razonable, los Abogados de la Clase le enviarán copias de estos documentos sin coste alguno para usted. También puede verlos en el sitio Web del Administrador [<https://www.phoenixclassaction.com/>] o en el sitio Web del Tribunal (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) e introduciendo el número de causa de la Acción, número de causa 30-2021-01187932-CU-OE-CXC.

Un Miembro Participante de la Clase que no esté de Acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Definitiva y/o la Moción de Honorarios, Gastos de Litigio y Adjudicación de Servicios puede desear objetar, por ejemplo, que el Acuerdo propuesto es injusto, o que las cantidades solicitadas por los Abogados de la Clase o los Demandantes son demasiado altas o bajas. **El plazo para enviar las objeciones por escrito al Administrador es para que estén mataselladas antes del [date].** Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Asegúrese de identificar la Acción *Raeign Velasquez et al. v. Team Blaze et al.* e incluya su nombre, dirección actual,



número de teléfono y fechas aproximadas de empleo para los Demandados' y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetarse (o contratar personalmente a un abogado para que objete a su costa) asistiendo a la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para decirle al Juez a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Consulte la Sección 8 de este Aviso (inmediatamente a continuación) para obtener información específica sobre la Audiencia de Aprobación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Usted puede, pero no está obligado, a asistir a la Audiencia de Aprobación Definitiva ante la Honorable Brenda R. McCormick el **22 de agosto de 2024, a las 2:00 p.m.** en el Juzgado CX104 del Tribunal Superior del Condado de Orange, ubicado en 751 W Santa Ana Blvd, Santa Ana, CA 92701. En la Audiencia, el Juez decidirá si concede o no la Aprobación Definitiva del Acuerdo y qué cantidad del Acuerdo bruto se pagará a los Abogados de la Clase, a los Demandantes y al Administrador. El Juez invitará a los objetores, a los Abogados de la Clase y a los Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) personalmente o de forma virtual a través de <https://www.occourts.org/media-relations/aci.html>. Consulte la página web del Tribunal para obtener la información más actualizada.

Es posible que el Juez re programe la Audiencia de Aprobación Definitiva. Debe consultar previamente la página web del Administrador [<https://www.phoenixclassaction.com/>] o ponerse en contacto con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que los Demandados y los Demandantes han prometido hacer en virtud del Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de Phoenix Settlement Administrators en [<https://www.phoenixclassaction.com/>]. También puede llamar por teléfono o enviar un correo electrónico al Administrador utilizando la información de contacto que figura a continuación, o consultar el sitio web del Tribunal Superior entrando en (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) e introduciendo el número de asunto de la Demanda, Case No. 30-2021-01187932-CU-OE-CXC. También puede concertar una cita para revisar personalmente los documentos del Tribunal en la Secretaría del Centro del Complejo Civil llamando al (657) 622-8451.



**NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER
INFORMACIÓN SOBRE EL ACUERDO.**

[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

Administrador del Acuerdo:
[Name of Company]

10. ¿QUÉ OCURRE SI PIERDO EL CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque de Acuerdo antes de cobrarlo, el Administrador se lo sustituirá siempre que solicite la sustitución antes de la fecha de nulidad que figura en el anverso del cheque original. Si su cheque ya es nulo, deberá consultar el Fondo de Propiedad No Reclamada [https://www.sco.ca.gov/search_upd.html] para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ OCURRE SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, debe notificarle inmediatamente al Administrador si se muda o cambia de otro modo su dirección postal.



SOLICITUD DE EXCLUSIÓN

Raeign Velasquez et al. contra Team Blaze et al.

(Tribunal Superior del Condado de Orange, número de causa 30-2021-01187932-CU-OE-CXC)

COMPLETE Y FIRME ESTE FORMULARIO SI DESEA **EXCLUIRSE** DEL ACUERDO DE DEMANDA COLECTIVA DE
VELASQUEZ V. TEAM BLAZE.

USTED NO PUEDE SOLICITAR LA EXCLUSIÓN DE LAS RECLAMACIONES PAGA

Soy/era empleado de Team Blaze (“Demandado”) como empleado no exento en el Estado de California desde el 26 de septiembre de 2018 hasta *****, 2023.

Deseo ser excluido del Acuerdo de Demanda colectiva alcanzado en la causa *Velásquez contra Team Blaze*. Entiendo que al excluirme no recibiré dinero de la parte colectiva del Acuerdo.

Nombre completo: _____

Dirección Postal: _____

Número de Teléfono: _____

Cuatro (4) últimos dígitos de su número de la Seguridad Social: _____ y/o Número de Identificación de Empleado: _____

Firma

Fecha: _____

ESTE DOCUMENTO DEBE ENVIARSE POR CORREO POSTAL DE EUA CON
MATASELLOS NO POSTERIOR A **[RESPONSE DEADLINE]** A:

[Settlement Administrator]

[Address]

SI DESEA RECIBIR DINERO DEL ACUERDO DE DEMANDA COLECTIVA, **NO**
DEVUELVA ESTE FORMULARIO.



EXHIBIT “E”

Summary of Damages, Pre-Judgment Interest, and Penalties
September 26, 2018 - December 26, 2021

Input Options	
1. Include Those Who Signed an Arbitration Agreement?	Yes
2. Percent of Shifts Over 5 Hours with a Meal Period Violation:	81.5%
3. Percent of Shifts of 3.5+ Hours with a Rest Period Violation:	100.0%
4. Number of Minutes Off-the-Clock per Shift	5.0
5. Per-Month Amount for Reimbursement Claim:	\$5.00

1. Summary of Data

	Analyzed	Extrapolated
a. Number of Employees	126	1,485
(i) Current Employees	25	296
(ii) Former Employees	101	1,189
b. First Date	9/26/2018	9/26/2018
c. Last Date	12/26/2021	12/26/2021
d. Number of Shifts	16,775	183,897
e. Number of Pay Periods	2,402	26,332
f. Number of Workweeks	4,542	49,792
g. Average Hourly Rate of Pay	\$ 13.35	\$ 12.87
h. Number of Pay Periods on or After 9/12/2019	1,606	17,606
i. Number of Employees on or After 3/5/2020	73	904
(i) Current Employees	24	296
(ii) Former Employees	49	608
j. Number of Pay Periods on or After 3/5/2020	1,222	12,830
k. Average Number of Shifts per Pay Period on or After 3/5/2020	7.22	7.22

2. Meal Breaks

	Analyzed	Extrapolated
a. Number of Employee Shifts	16,775	183,897
(i) Over 5 Hours	13,049	143,051
(1) With a Missed First Meal Period	6,900	75,642
(2) With a Late First Meal Period	3,695	40,507
(3) With a Short First Meal Period	42	460
(4) With a Deficient First Meal Period	10,612	116,335
(ii) Over 10 Hours	249	2,730
(1) With a Missed Second Meal Period	249	2,730
(2) With a Late Second Meal Period	-	-
(3) With a Short Second Meal Period	-	-
(4) With a Deficient Second Meal Period	249	2,730
(iii) With a Deficient First and/or Second Meal Period	10,629	116,521
b. Number of Shifts with Meal Punches and an Edit	1,345	14,745
c. Number of Shifts with Unpaid Break Hour of 0.5	4,869	53,377
d. Principal Damages [Based on Input 2]	\$ 143,762	\$ 1,575,998

3. Rest Breaks

	Analyzed	Extrapolated
a. Number of Shifts of 3.5+ Hours	16,022	175,642
b. Number of Shifts with a Rest Period Violation [Input 3 x 3a]	16,022	175,642
c. Principal Damages [Based on Input 3]	\$ 215,721	\$ 2,364,861

Summary of Damages, Pre-Judgment Interest, and Penalties
September 26, 2018 - December 26, 2021

Input Options	
1. Include Those Who Signed an Arbitration Agreement?	Yes
2. Percent of Shifts Over 5 Hours with a Meal Period Violation:	81.5%
3. Percent of Shifts of 3.5+ Hours with a Rest Period Violation:	100.0%
4. Number of Minutes Off-the-Clock per Shift	5.0
5. Per-Month Amount for Reimbursement Claim:	\$5.00

4. Off-the-Clock

	Analyzed	Extrapolated
a. Number of Hours of Off-the-Clock Time [(Input 4 / 60) x 1d]	1,398	15,325
b. Principal Damages	\$ 20,177	\$ 221,190

6. Statutory Penalties

	Analyzed	Extrapolated
a. Number of Former Employees Owed § 203 Penalties [1a(ii)]	101	1,189
b. § 203 Penalties [30 days x 8 hours x 1g x 6a]	\$ 323,137	\$ 3,672,583
c. Number of Pay Periods with a Wage Statement Violation [1h]	1,606	17,606
d. § 226(c) Penalties	\$ 139,350	\$ 1,527,634

7. PAGA Penalties

	Analyzed	Extrapolated
a. PAGA Penalties for Meal Breaks [\$100 per Pay Period]	\$ 122,199	\$ 1,282,993
b. PAGA Penalties for Rest Breaks [\$100 per Pay Period]	\$ 122,200	\$ 1,283,000
c. PAGA Penalties for Minimum Wage [\$100 per Pay Period]	\$ 122,200	\$ 1,283,000
d. PAGA Penalties for Overtime [\$100 per Pay Period]	\$ 29,300	\$ 307,626
f. PAGA Penalties for Former Employees [\$100 x 1i(ii)]	\$ 4,910	\$ 60,800
g. PAGA Penalties for Wage Statements [\$100 per Pay Period]	\$ 122,200	\$ 1,283,000

8. Totals

	Analyzed	Extrapolated
a. Total Damages [2d + 3c + 4b + 5b]	\$ 379,660	\$ 4,162,049
c. Total Statutory Penalties [6b + 6d]	\$ 462,487	\$ 5,200,218
d. Total PAGA Penalties [7a + 7b + 7c + 7d + 7e + 7f + 7g]	\$ 523,009	\$ 5,500,419
e. Grand Total [8a + 8b + 8c + 8d]	\$ 1,365,156	\$ 14,862,686

Formulas for Calculating Damages, Pre-Judgment Interest, and Statutory Penalties

Damage/Penalty Category	Data Source	Formula	Key
Damages Attributed to Missed Meal Breaks (SOL: 9/26/2018)	(i) number of meal premiums owed (ii) hourly rate of pay	$MMP \times RP$	MRP = meal premiums owed RP = rate of pay
Damages Attributed to Missed Rest Breaks (SOL: 9/26/2018)	(i) number of rest premiums owed (ii) hourly rate of pay	$MRP \times RP$	MRP = rest premiums owed RP = rate of pay
Damages Attributed to Off-the-Clock Time (SOL: 9/26/2018)	(i) number of minutes off-the-clock per shift (ii) number of "straight time" shifts (iii) number of "overtime" shifts (iv) rate of pay	$(OTC / 60) \times$ $(ST + OT \times 1.5)$ $\times RP$	OTC = off-the-clock minutes per shift ST = number of "straight time" shifts OT = number of "overtime" shifts RP = rate of pay
Statutory Penalties (§203) for Failure to Pay all Wages Due at Separation of Employment (SOL: 9/26/2018)	<i>For each terminated employee:</i> (i) average daily wage	$ADW \times 30 \text{ days}$	ADW = average daily wage
§226(e) Statutory Penalties (SOL: 9/12/2019)	(i) number of pay periods with a violation for each employee	$\min(50 \times T_1 + 100 \times T_n, 4000)$	T_1 = the first pay period T_n = each subsequent pay period

EXHIBIT “F”



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	2,500
Opt Out Rate	1%
Opt Outs Received	25
Total Class Claimants	2,475
Subtotal Admin Only	\$28,500.00

Not-to-Exceed Total **\$28,500.00**
For 2500 Members

Pricing Good for Scope of Estimate Only

March 26, 2024

Case: Velazquez v. Blaze Pizza Opt-Out Administration wLanguage x 2 Distributions

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Dennis Hyun
Firm: Hyun Legal
Contact Number: 213.488.6555
Email: dhyun@hyunlegal.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 2500 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$151.63	1	\$151.63
Call Center & Long Distance	\$1.75	150	\$262.50
NCOA (USPS)	\$450.00	3	\$1,350.00
		Total	\$2,364.13

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.10	2,500	\$250.00
Notice Packet & Opt-Out Form	\$1.00	2,500	\$2,500.00
Estimated Postage (up to 2 oz.)*	\$0.84	2,500	\$2,100.00
Static Website	\$195.00	1	\$195.00
Language Tranlation Cert ATA	\$1,500.00	1	\$1,500.00
		Total	\$6,745.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$2.00	500	\$1,000.00
Remail Notice Packets	\$1.00	500	\$500.00
Estimated Postage	\$0.84	500	\$420.00
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$2,185.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$810.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	4	\$400.00
Disbursement Review	\$100.00	4	\$400.00
Programming Manager	\$95.00	4	\$380.00
QSF Bank Account & EIN	\$100.00	3	\$300.00
Check Run Setup & Printing	\$100.00	4	\$400.00
Mail Class Checks *	\$1.25	2,475	\$3,093.75
Estimated Postage	\$0.64	2,475	\$1,584.00
Check Run Setup & Printing	\$100.00	4	\$400.00
Mail Class Checks *	\$1.25	2,104	\$2,629.69
Estimated Postage	\$0.64	2,104	\$1,346.56
Total			\$10,934.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	4	\$500.00
Skiptract Remail Undeliverable Checks (Postage Included)	\$1.50	371	\$556.88
Case Associate	\$55.00	6	\$330.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$100.00	3	\$300.00
Case Manager Conclusion	\$100.00	2	\$200.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,450.00	2	\$2,900.00
Total			\$5,461.88

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$28,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.