

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Raeign Velasquez, Eric Rivas, and Mikayla Asevo
2. Title of the proposed order:
[Proposed] Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Preliminary Approval of Class Action Settlement
 - b. Date and time: 12/19/2024 at 2:00 p.m.
 - c. Place: 751 W. Santa Ana Blvd.
Santa Ana, CA 92701
4. The proposed order was served on the other parties in the case.

(SIGNATURE OF PARTY OR ATTORNEY)

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

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

14 Plaintiffs,

15 v.

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

19 Defendants.

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

[Assigned for all purposes to the Hon. Melissa R.
McCormick. CX104]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: December 19, 2024

Time: 2:00 p.m.

Dept.: CX104

Complaint Filed: March 9, 2021

Trial Date: Not set

1 Plaintiffs Raeign Velasquez, Mikayla Asevo, and Eric Rivas’ (collectively, “Plaintiffs”)
2 Motion for an Order Granting Preliminary Approval of Class and Representative Action
3 Settlement (“Motion for Preliminary Approval”) was filed with the Court on September 13,
4 2023, and supplemental papers in support were filed with the Court on April 12, 2024 and
5 August 15, 2024 and December 5, 2024. . On December 19, 2024, the Court issued its Tentative
6 Ruling granting Plaintiffs’ Motion for Preliminary Approval subject to Plaintiffs submission of
7 the revised documents in accordance with the Court’s instructions, and the Parties submitted
8 thereon.

9 The Court has considered the Class and Representative Action Settlement Agreement
10 (“Settlement Agreement”) and all other papers filed in this action.

11 NOW THEREFORE, IT IS HEREBY ORDERED:

12 1. This Court grants preliminary approval of the Settlement Agreement between
13 Plaintiffs and Defendants Team Blaze and Gholamreza Medali (“Defendants”) filed herewith;

14 2. All defined terms contained herein shall have the same meanings as set forth in
15 the Settlement Agreement;

16 3. Plaintiffs and Defendants (hereinafter, the “Settling Parties”), through their
17 counsel of record in the Action have reached an agreement to settle all claims in the Action on
18 behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

19 4. The Court hereby conditionally certifies the following Class for settlement
20 purposes only:

21 non-exempt hourly employees in California who were employed by Defendants
22 during the Class Period.

23 5. The Class Period is the period of time beginning on September 26, 2018 through
24 the date the Court grants Preliminary Approval. The PAGA period is the period of time from
25 March 9, 2020 through the date the Court grants Preliminary Approval.

26 6. Should for whatever reason the settlement not become Final, the fact that the
27 Parties were willing to stipulate to certification of a class as part of the settlement shall have no
28 bearing on, or be admissible in connection with, the Action or the issue of whether a class should

1 be certified in a non-settlement context.

2 7. The Court conditionally appoints and designates: (a) Plaintiffs Raeign Velasquez,
3 Mikayla Asevo, and Eric Rivas as the Class Representatives and (b) Zack Broslavsky and
4 Jonathan A. Weinman of Broslavsky & Weinman LLP and Dennis S. Hyun of Hyun Legal, APC
5 as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with
6 respect to all acts or consents required by, or which may be given, pursuant to the Settlement
7 Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and
8 its terms. Any Class Member may enter an appearance through his or her own counsel at such
9 Class Member's own expense. Any Class Member who does not enter an appearance or appear
10 on his or her own behalf will be represented by Class Counsel.

11 8. The Court hereby preliminarily approves the terms and conditions provided for in
12 the Settlement Agreement and Addendum thereto, which are collectively attached hereto as
13 Exhibit "A."

14 9. The Court hereby preliminarily approves the Settlement Agreement and the
15 Maximum Settlement Amount of \$600,000.00, which is to be distributed as follows: (a) up to
16 \$7,500.00 is to be paid to each Class Representatives as Class Representative Enhancement
17 Award, (b) up to \$200,000.00 shall be paid to Class Counsel for attorneys' fees, plus up to
18 \$50,000.00 for reimbursement of litigation costs, (c) \$60,000.00 shall be allocated as PAGA
19 penalties (of which 75% (\$45,000.00) shall be paid to the LWDA and 25% (\$15,000.00) shall be
20 paid to the PAGA Group Members), and (d) the Settlement Administrator shall be paid for its
21 fees and costs relating to the settlement administration process not to exceed \$28,500.00. The
22 Court further hereby preliminarily approves the Net Settlement Amount and the formulas
23 provided in the Settlement Agreement regarding Individual Class Payments and Individual
24 PAGA Payments.

25 10. The Court finds that on a preliminary basis the Settlement Agreement appears to
26 be within the range of reasonableness of a settlement, including the amount of the PAGA
27 penalties, Plaintiffs' Enhancement Payments, Class Counsel's fees and costs, Settlement
28 Administration Costs, and the allocation of payments to Participating Class Members, that could

ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It also appears that extensive and costly investigation, research, and court proceedings have been conducted so that counsel for the settling parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all settling parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

11. The Final Approval Hearing shall be held before this Court on May 8, 2025 at 2.00 pm. in Department CX104 of the Superior Court of the State of California, 751 W Santa Ana Blvd, Santa Ana, CA 92701, to determine all necessary matters concerning the Settlement Agreement, including whether the proposed settlement of the action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the Court and whether a Judgment, as provided in the Settlement Agreement, should be entered herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs and the Class Representative's enhancement payment shall also be held.

12. The Court hereby approves, as to form and content, the Notice of Settlement ("Class Notice") to be sent to Class Members, which is attached hereto as Exhibit "B." The Court finds that distribution of the Class Notice to Class Members substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

13. The Court appoints and designates Phoenix Settlement Administrators as the Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the approved Notice of Settlement to Class Members pursuant to the procedures set forth in the Settlement Agreement. Defendants shall provide the Settlement Administrator the class data by January 2, 2025, or within fourteen (14) calendar days from Class Counsel providing notice to

1 Defendants' Counsel that the Order Granting Preliminary Approval has been provided to the
2 Settlement Administrator. The Settlement Administrator shall send the Notice of Settlement to
3 Class Members by January 9, 2025, or within seven (7) calendar days after receipt of the class
4 data.

5 14. Any Class Member may choose to opt out of and be excluded from the Class
6 Settlement as provided in the Settlement Agreement and the Notice of Settlement by following
7 the instructions for requesting exclusion. Class Members shall have sixty (60) calendar days
8 from the initial mailing of the Notice of Settlement to mail the Request for Exclusion Form to the
9 Settlement Administrator. The deadline for any Class Member who is re-mailed a Notice of
10 Settlement shall be extended fifteen (15) calendar days from the date of the re-mailing or the
11 original sixty (60) calendar day deadline, whichever is later. Any person who timely and
12 properly opts out of the settlement will not be bound by the Settlement Agreement or have any
13 right to object, appeal, or comment thereon. Any Request for Exclusion must be in writing and
14 signed by each such Class Member opting-out and must otherwise comply with the requirements
15 delineated in the Class Notice. Class Members who have not requested exclusion by submitting
16 a valid and timely exclusion request, by the Response Deadline, shall be bound by all
17 determinations of the Court, the Settlement Agreement, and Judgment. The Request for
18 Exclusion, however, shall not exclude any PAGA Group Member from the Released PAGA
19 Claims. PAGA Group Members/Class Members who are PAGA Group Members will not be
20 permitted to exclude themselves from the PAGA portion of the settlement.

21 15. Each Class Member who wishes to object to the settlement shall have sixty (60)
22 calendar days from the mailing of the Notice of Settlement within which to postmark a written
23 objection to the settlement for return to the Settlement Administrator. The objection deadline for
24 any Class Member who is re-mailed a Notice of Settlement shall be extended fifteen (15)
25 calendar days from the date of the re-mailing or the original sixty (60) calendar day deadline,
26 whichever is later. The Objection should provide the name of the Class Member, all facts and
27 reasons why the Class Member is objecting to the settlement, and signed by the Class Member.
28 Nonetheless, any Class Member who does not submit a written objection may still appear at the

1 Final Approval Hearing to offer any oral objections to the Settlement.

2 16. Each Class Member and/or PAGA Group Member shall have an opportunity to
3 dispute the employment dates and number of Workweeks and/or pay periods attributed to him or
4 her as identified in the Notice of Settlement within sixty calendar (60) days from the Settlement
5 Administrator's mailing of the Notice of Settlement. The deadline for any Class Member who is
6 re-mailed a Notice of Settlement shall be extended fifteen (15) calendar days from the date of the
7 re-mailing or the original sixty (60) calendar day deadline, whichever is later. To the extent a
8 Class Member and/or PAGA Group Member disputes the employment dates or number of
9 Workweeks and/or pay periods identified and listed in the Notice of Settlement, the Class
10 Member may produce evidence to the Settlement Administrator showing that such information is
11 inaccurate. In order to be valid, a Class Member and/or PAGA Group Member's dispute
12 regarding the employment dates and number of Workweeks and/or pay periods, and the evidence
13 in support of such dispute, must be mailed to the Settlement Administrator, such that the dispute
14 is postmarked by the Notice Deadline.

15 17. The Motion for Final Approval shall be filed by the Class Representatives no later
16 than sixteen (16) court days before the Final Approval Hearing and served in compliance with
17 CCP notice of motion requirements. The Motion for Final Approval shall be also served on the
18 LWDA.

19 18. Upon the funding of the Maximum Settlement Amount and all applicable
20 employer-side payroll taxes, and except as to such rights or claims as may be created by this
21 Settlement Agreement, all Settlement Class Members and the Class Representatives will be
22 deemed to have forever released and discharged the Released Parties from the Released Claims.
23 Also, PAGA Group Members and the Class Representative will be deemed to have released and
24 discharged the Released PAGA Claims.

25 19. Plaintiffs are ordered to give notice of the Order to the LWDA and to Defendant.

26 20. The Court reserves the right to adjourn or continue the date of the Final Approval
27 Hearing and all dates provided for in the Settlement Agreement without further notice to the
28

1 Class and retains jurisdiction to consider all further applications arising out of or connected with
2 the Settlement Agreement.

3 IT IS SO ORDERED.
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5 DATED: _____

6 HON. MELISSA R. MCCORMICK
7 SUPERIOR COURT OF CALIFORNIA
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EXHIBIT “A”

INTRODUCTION

This Class and Representative Action Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiffs RAEIGN VELASQUEZ, MIKAYLA ASEVO, and ERIC RIVAS (collectively, “Class Representatives” or “Plaintiffs”), individually and on behalf of all putative class members and aggrieved employees, on the one hand, and Defendants TEAM BLAZE D.B.A. BLAZE PIZZA and GHOLMAREZA MEDALI (collectively “Defendants”), on the other hand. Plaintiffs and Defendants are collectively referred to herein as the “Parties.” This Settlement Agreement is subject to the terms and conditions set forth below and the Court’s approval. This Settlement Agreement fully and completely resolves the wage and hour class and representative action filed by Plaintiffs against Defendants on March 9, 2021, Orange County Superior Court, Case No. 30-2021-01187932-CU-OE-CXC.

I. DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement shall also be applicable.

1. “Action” means the case entitled *Raeign Velasquez et al. v. Team Blaze d.b.a. Blaze Pizza et al.*, Case No. 30-2021-01187932-CU-OE-CXC, pending before the Court.

2. “Class” means non-exempt hourly employees who were employed by Defendants during the Class Period. Members of the Class are referred to herein individually as a “Class Member” and collectively as “Class Members.”

3. “Class List” means a list of Class Members that Defendants will compile from its records.

4. “Class Period” means the time period from September 26, 2018 through the date the Court grants Preliminary Approval.

5. “Court” means the Orange County Superior Court.

6. “Defendants’ Counsel” means ATKINSON, ANDELSON, LOYA, RUUD & ROMO.

7. “Effective Date” means the latter of: (a) if no objections to the Settlement Agreement are made in writing or at the hearing for Final Approval, the date the Court enters

Judgment and the filing and service of entry of judgment; (b) if objections are made in writing or at the hearing for Final Approval and overruled, and no appeal is taken of the order granting Final Approval, then the Effective Date shall be three (3) calendar days after the deadline to file an appeal of the order granting Final Approval; or (c) if one or more appeals are taken from the Court's overruling of any objections to the settlement, then the Effective Date shall be three (3) calendar days after any appeal is dismissed or the order granting Final Approval of the settlement is affirmed after an appeal, and the order granting Final Approval is not subject to further review and becomes final.

8. "Final Approval" means the Court Order granting final approval of the Settlement Agreement and entering final judgment thereon.

9. "Individual Settlement Payment" means each Participating Class Member's and/or PAGA Group member's pro rata share of the Net Settlement Proceeds calculated in accordance with the Individual Settlement Payment calculations described below.

10. "Maximum Settlement Amount" means the total all-in amount (excluding employer payroll taxes for wage payments under the Settlement Agreement) Defendants are required to pay under this Settlement Agreement, subject to Plaintiffs obtaining Final Approval and the Effective Date occurring. The Maximum Settlement Amount includes only (and all subject to Court approval): (1) the attorneys' fees of Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to the Class Representative; (4) the payment to the Labor Workforce and Development Agency ("LWDA") pursuant to PAGA; (5) all costs of administration, including, without limitation, the Settlement Administrator's fees and expenses; and (6) the Individual Settlement Payments paid to Participating Class Members and PAGA Group Members. Defendants shall separately pay Defendants' share of employer-side payroll taxes in addition to the Maximum Settlement Amount.

11. "Net Settlement Amount" means the portion of the Maximum Settlement Amount, less the amounts approved and awarded by the Court for: (1) the attorneys' fees of Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to the Class Representative; (4) the payment to the LWDA pursuant to PAGA; (5) all costs of administration,

1 including, without limitation, the Settlement Administrator's fees and expenses.

2 12. "Notice Deadline" means the date by which Class Members must submit to the
3 Settlement Administrator a valid request to be excluded from the settlement, object to the
4 settlement, or dispute the number of workweeks worked during the Class Period. If the date of the
5 Notice Deadline falls on a Sunday or federal holiday, the time to object will be extended to the
6 next calendar day on which the U.S. Postal Service is open.

7 13. "Notice of Settlement" means the notice that the Court approves and orders to be
8 sent to all Class Members advising them of their rights under this Settlement Agreement. The
9 Notice of Settlement is attached hereto as Exhibit 1.

10 14. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
11 (Cal. Lab. Code §§ 2698, *et seq.*).

12 15. "PAGA Group" means all non-exempt, hourly-paid California employees
13 employed by Defendants during the PAGA Period. Members of the PAGA Group are referred to
14 herein individually as a "PAGA Group Member" and collectively as "PAGA Group Members."

15 16. "PAGA Payment" means the amount that the Parties have agreed to allocate from
16 the Maximum Settlement Amount in order to settle claims arising under PAGA.

17 17. "PAGA Period" shall mean the period from March 9, 2020 through the date the
18 Court grants Preliminary Approval.

19 18. "Participating Class Members" or "Settlement Class" means all Class Members
20 who do not submit a valid request to be excluded from the settlement, consistent with the terms set
21 forth in this Settlement Agreement.

22 19. "Plaintiffs' Counsel" or "Class Counsel" means Dennis S. Hyun of Hyun Legal,
23 APC and Zack Broslavsky of Broslavsky & Weinman, LLP, counsels of record for Plaintiffs.

24 20. "Preliminary Approval" means the Court Order granting preliminary approval of
25 the Settlement Agreement.

26 21. "Qualified Settlement Account" means the account established by the Settlement
27 Administrator into which the Maximum Settlement Amount and all employer payroll taxes
28 associated therewith shall be deposited by Defendants.

22. “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.

23. “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 that could have been alleged by Plaintiffs and/or any Participating Class Member in such complaints 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, unfair competition, the payment of any penalties (including PAGA). The Released Claims specifically include, but are not limited to, 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 relating in any way to those claims alleged and mentioned in the complaint(s) and/or PAGA Notice.

24. “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

1 civil penalties that would be considered administratively exhausted under applicable law by the
2 PAGA Notice Plaintiffs sent to the LWDA.

3 25. "Service Award" means an award approved by the Court to the Class
4 Representatives in exchange for a general release, and in recognition of their efforts and work in
5 prosecuting the Action on behalf of all Class Members.

6 26. "Settlement Administrator" means Phoenix Settlement Administrators, the third-
7 party class action settlement administrator mutually agreed to by the Parties and approved by the
8 Court for the purposes of administering this settlement.

9 27. "Settlement Administration Costs" mean all the expenses payable from the
10 Maximum Settlement Amount to the Settlement Administrator for administering this Settlement
11 Agreement, including, but not limited to, calculating weeks of employment from the Class List,
12 printing, translating into Spanish, distributing and tracking forms for this settlement, mailing
13 notices, calculating awards, processing requests for exclusion and objections, performing
14 necessary skip traces on Notices of Settlement returned as undeliverable, mailing Participating
15 Class Members and PAGA Group Members settlement checks, issuing any required tax reporting
16 forms, distributing the Maximum Settlement Amount and Net Settlement Amounts and providing
17 necessary reports and declarations, as requested by the Parties, Class Counsel and Defendant's
18 Counsel, among other things in this Settlement Agreement.

19 28. "Workweeks" mean the total number of weeks Class Members worked at least one
20 shift for Defendants in a non-exempt, hourly-paid position in California at any of its locations
21 during the Class Period. Workweeks shall be calculated by counting the number of days between
22 each Class Member's first date employed by Defendants in a non-exempt, hourly-paid position
23 during the Class Period and the last day they were employed by Defendants in a non-exempt,
24 hourly-paid position during the Class Period, and dividing that sum by seven and rounding up to
25 the nearest whole number.

26 II. PROCEDURAL AND FACTUAL BACKGROUND

27 29. On March 9, 2021, Plaintiffs filed a class and representative action Complaint in
28 the Superior Court for the County of Orange, California, alleging eight (8) separate causes of

1 action for various wage and hour violations. In their Complaint, Plaintiffs' claims include: (1)
2 failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide accurate
3 itemized wage statements; (4) failure to provide rest breaks; (5) failure to provide meal breaks; (6)
4 failure to pay all wages at the end of employment; (7) violation of California Business &
5 Professions Code; (8); and (9) civil penalties under the California Private Attorneys General Act
6 ("PAGA"). Additionally on March 2, 2021, Plaintiffs submitted a written PAGA notice letter
7 ("PAGA Notice") to the Labor and Workforce Development Agency ("LWDA").

8 30. After the filing of the Action, Plaintiffs and Defendants engaged in significant
9 informal discovery including the production of policy records, time records, and payroll records
10 for Defendants' employees, as well as other data regarding Defendants' employees. The parties
11 exchanged substantial informal discovery and engaged in conferences regarding Plaintiffs' claims
12 and the claims of the alleged aggrieved employees, the value of those claims, and Defendants'
13 defenses to those claims.

14 31. The Parties have engaged in sufficient investigation and discovery to assess the
15 relative merits of Plaintiffs' claims and of Defendants' defenses to them. On February 10, 2022,
16 the Parties attended a full-day mediation with experienced employment law mediator Hon. Steven
17 R. Denton (Ret.), in an effort to resolve this class and representative action. The Parties did not
18 reach a settlement at mediation, but they continued their settlement negotiations. The Parties
19 retained Karl Ehlert of Matson, Driscoll & Damico, LLP, a forensic accounting firm, to review
20 Defendants' financial records and provide the Parties and their counsel with Mr. Ehlert's opinion
21 as to the amount that Defendants could afford in settlement. Based on Mr. Ehlert's assistance and
22 findings, and months of continued negotiations, the Parties ultimately reached this settlement.

23 32. Defendants deny any liability or wrongdoing of any kind associated with the claims
24 alleged in the PAGA Notice and Complaint, and further denies that the Action is appropriate for
25 class treatment for any purpose other than this settlement. Defendants contend that they have
26 complied with the California Labor Code at all times. It is Defendants' position that, if this case
27 were to be litigated, class certification would be denied, and the PAGA claims would be found to
28 be without procedural and substantive merit.

1 33. The Parties expressly acknowledge that this Settlement Agreement is entered into
2 solely for the purpose of compromising significantly disputed claims. The Action, the negotiation
3 and execution of this Settlement Agreement, and all acts performed or documents executed
4 pursuant to or in furtherance of the Settlement Agreement (i) shall not be used as an admission or
5 evidence of wrongdoing on behalf of Defendants; (ii) shall not be an admission or evidence of
6 fault on behalf of Defendants in any action before a civil, criminal, or administrative agency; and
7 (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the
8 appropriateness of these or similar claims for class certification in the Action or with respect to
9 any other proceeding.

10 34. Class Counsel represent they have conducted a thorough investigation into the facts
11 and law during the prosecution of the Action, including the exchange of extensive informal
12 discovery and the review and verification of statistical data and other facts and information
13 provided by Defendants. Counsel for the Parties also represent they have investigated the
14 applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs, the
15 putative Class, allegedly aggrieved employees, and the potential defenses thereto.

16 35. Based on their own independent investigation and evaluation, Class Counsel are of
17 the opinion (and will so represent to the Court) that settlement for the consideration and on the
18 terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best
19 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
20 significant delay, the time and costs associated with continued litigation, the risk any or all class
21 claims would not be certified by the Court, and the risk of successful defenses asserted by
22 Defendants. Defendants and its counsel also agree (and will so represent to the Court) that this
23 settlement is fair and reasonable.

24 36. The Parties agree that the Class described herein may be certified for settlement
25 purposes *only*, and that any motion for preliminary approval seeking, *inter alia*, certification of the
26 Class is for purposes of the settlement *only*. If for any reason the settlement is not approved, the
27 certification will have no force or effect and will immediately be revoked. The Parties further
28 agree that certification for purposes of the settlement is in no way an admission that class

1 certification is proper under the more stringent standard applied for litigation and that evidence of
2 this limited stipulation for settlement purposes only will not be admissible for any purpose in this
3 or any other proceeding. The Parties further agree that by entering this settlement, Defendants are
4 not waiving any other defenses to the claims.

5 **III. TERMS OF AGREEMENT**

6 37. The Terms of this Settlement Agreement are Subject to Court Approval. All terms
7 set forth in this Settlement Agreement are subject to Court approval. The Parties stipulate to class
8 certification for purposes of settlement *only*. Plaintiffs shall apply to the Court for approval of the
9 Settlement Agreement and for class certification solely for purposes of effectuating this
10 settlement. Defendants shall not oppose such application, provided it does not deviate from this
11 Settlement Agreement. If, for any reason, the settlement is not approved, the stipulation to
12 certification will be void. The Parties further agree that certification for purposes of settlement is
13 not an admission that class certification is proper under the standard applied to contested
14 certification motions and that this settlement will not be admissible in this, or in any other, legal
15 process or proceeding as evidence that (i) a class should be certified or (ii) Defendants are liable to
16 Plaintiffs or any other Class Members.

17 38. Overview of Payment Structure. This settlement is made on a non-reversionary
18 basis. This settlement shall consist of a Maximum Settlement Amount which, in turn, includes
19 only (and all subject to Court approval): (1) the attorneys' fees of Class Counsel; (2) the litigation
20 costs and expenses of Class Counsel; (3) the Service Award to the Class Representative; (4) the
21 payment to the LWDA pursuant to PAGA; (5) all costs of administration, including, without
22 limitation, the Settlement Administrator's fees and expenses; and (6) the Individual Settlement
23 Payments paid to Participating Class Members and PAGA Group Members. Defendants,
24 however, understand and agree that they shall pay the employer-side payroll taxes in addition to
25 and separate from the Maximum Settlement Amount.

26 39. Payments Made by Defendants. The following are all amounts Defendants will pay
27 pursuant to this Settlement Agreement:

28 a. *Maximum Settlement Amount.* Defendants shall pay the maximum, all-in

1 total amount of Six-Hundred Thousand Dollars and Zero Cents (\$600,000) to fund the settlement
2 of the Action. The payments made by Defendants pursuant to this Settlement Agreement shall
3 settle all claims released herein, in full. The settlement payment is not being made for any other
4 purpose and will not be construed as compensation for determining eligibility for any health and
5 welfare benefits or unemployment compensation. The Maximum Settlement Amount shall also
6 include any interest that accrues in the Qualified Settlement Account created by the Settlement
7 Administrator.

8 b. *Employer Payroll Taxes.* Defendants shall be responsible for paying
9 employer payroll taxes on wage payments made pursuant to the Settlement Agreement in addition
10 to the Maximum Settlement Amount.

11 c. *No Other Amounts.* Defendants are under no obligation under this
12 Settlement Agreement to pay, and shall not pay, anything other than the Maximum Settlement
13 Amount and the employer payroll taxes referred to above.

14 40. Funding and Disbursement of Payments Made by Defendants. Defendants shall
15 deposit the Maximum Settlement Amount, plus all employer taxes due under on wage payments to
16 be made under this Settlement Agreement, with the Settlement Administrator in six (6)
17 installments as follows:

18 a. Installment 1: One Hundred and Fifty Thousand Dollars and Zero Cents
19 (\$150,000) within thirty (30) calendar days of the Court granting Final Approval;

20 b. Installment 2: One Hundred and Fifty Thousand Dollars and Zero Cents
21 (\$150,000) within one hundred eighty (180) calendar days of the Court granting Final
22 Approval;

23 c. Installment 3: Seventy Five Thousand Dollars and Zero Cents (\$75,000)
24 within three hundred sixty (360) calendar days of the Court granting Final Approval;

25 d. Installment 4: Seventy Five Thousand Dollars and Zero Cents (\$75,000)
26 within five hundred forty (540) calendar days of the Court granting Final Approval;

27 e. Installment 5: Seventy Five Thousand Dollars and Zero Cents (\$75,000)
28 within seven hundred twenty (720) calendar days of the Court granting Final Approval;

1 f. Installment 6: Seventy Five Thousand Dollars and Zero Cents (\$75,000)
2 within nine hundred (900) calendar days of the Court granting Final Approval;

3 41. The Settlement Administrator shall disburse the Maximum Settlement Amount to
4 the recipients designated herein no later than fifteen (15) calendar days after Defendants' final
5 payment above.

6 42. Payment of Class Counsel's Attorneys' Fees and Litigation Costs and Expenses.

7 Defendants agree not to object to, undermine or oppose any application or motion by Class
8 Counsel for an award of attorneys' fees not to exceed one-third of the Maximum Settlement
9 Amount (currently estimated at \$200,000), and reasonable litigation-related costs and expenses not
10 to exceed Fifty Thousand Dollars and Zero Cents (\$50,000), which is subject to review and final
11 approval by the Court. If approved, the Court's award of attorneys' fees and reimbursement of
12 litigation costs and expenses to Class Counsel shall be paid from the Maximum Settlement
13 Amount. Any portion of the amounts sought by Class Counsel not awarded by the Court shall
14 revert back to the Net Settlement Amount for distribution to Participating Class Members and will
15 not revert to Defendants under any circumstance. The attorneys' fees and litigation costs and
16 expenses of Class Counsel include, without limitation, all such fees and costs incurred to date, as
17 well as such fees and costs to be incurred in documenting the settlement, securing Court approval
18 of the settlement, and obtaining judgment in the Action. Neither Plaintiffs nor Class Counsel will
19 be entitled to any other attorney fees or costs from Defendants other than any attorneys' fees and
20 costs incurred in prevailing on the enforcement of any of the terms of this Settlement Agreement.
21 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payments
22 made pursuant to this paragraph. IRS Form 1099 shall be provided to Class Counsel for the
23 payments made pursuant to this paragraph. The Settlement Administrator shall pay Class Counsel
24 all costs awarded by the Court and 40% of attorney fees within ten (10) business days after receipt
25 of Installment 2. The Settlement Administrator shall pay the remainder of attorney fees within ten
26 (10) business after receipt of Installment 6.

27
28 43. Service Award. Defendants agree not to oppose or object to any application or

1 motion for a Service Award to the Class Representative in an amount equal to or less than Seven
2 Thousand Five Hundred Dollars and Zero Cents (\$7,500) to each Class Representative for a total
3 of Twenty-Two Thousand Five Hundred Dollars (\$22,500), subject to court approval, which if
4 approved shall be payable from the Maximum Settlement Amount and shall be in addition to
5 payment of the Individual Settlement Payment payable to them, and is further consideration for
6 settling this matter and in exchange for the release of all claims by Participating Class Members.
7 The Settlement Administrator shall issue an IRS Form 1099 for the Service Award. The Class
8 Representative shall be solely and legally responsible to pay any and all applicable taxes on the
9 payment made pursuant to this paragraph. Any reduction in the amount of the Service Award by
10 the Court shall remain in the Net Settlement Amount to be distributed to Participating Class
11 Members. The Settlement Administrator shall distribute 50% of Service Awards within ten (10)
12 business days after receipt of Installment 2 and 50% within ten (10) business days after receipt of
13 Installment 6.

14 44. PAGA Payment. The Parties agree that Sixty Thousand Dollars and Zero Cents
15 (\$60,000) shall be allocated to settle the claims pursuant to the PAGA. Of this amount, seventy-
16 five percent (75%) or Forty-Five Thousand Dollars and Zero Cents (\$45,000) shall be made
17 payable to the LWDA and twenty-five percent (25%) or Fifteen Thousand Dollars and Zero Cents
18 (\$15,000) shall be distributed to PAGA Group Members as part of the Net Settlement Amount.
19 The amount of any reduction of the PAGA Payment by the Court shall remain in the Net
20 Settlement Amount to be distributed to Participating Class Members. The Settlement
21 Administrator shall pay 50% of the LWDA payment within ten (10) business days after receipt of
22 Installment 3 and 50% within ten (10) business days after receipt of Installment 6.

23 45. Settlement Administration Costs. Subject to Court approval, the Parties have
24 agreed that Phoenix Settlement Administrators will serve as a neutral third-party claims or
25 settlement administrator to perform all acts required by the Settlement Agreement. The Parties
26 each represent that they do not have any financial interest in the Settlement Administrator or
27 otherwise have a relationship with the Settlement Administrator that could create a conflict of
28 interest. The Settlement Administrator shall be paid for the Settlement Administration Costs.

Settlement Administration Costs are expected to total no more than Twenty-Seven Thousand Seven-Hundred and Fifty Dollars and Zero Cents (\$27,750). Any portion of the Settlement Administration Costs which is not used shall be returned to the Net Settlement Amount for pro rata distribution to Participating Class Members, and will not revert to Defendants under any circumstance. The Settlement Administration Costs shall be paid from the Maximum Settlement Amount and shall cover all costs of the administration of the settlement. No fewer than ten (10) calendar days prior to the Final Approval hearing, the Settlement Administrator shall provide the Court and all counsel for the Parties with a statement detailing the Settlement Administration Costs. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the settlement. An IRS Form 1099 shall be issued to the Settlement Administrator.

46. Net Settlement Amount. The Net Settlement Amount shall be available for distribution to Participating Class Members and PAGA Group Members in accordance with the notice procedure and formula set forth in this Settlement Agreement.

**IV. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND
BETWEEN PRELIMINARY AND FINAL APPROVAL**

47. Promptly after the execution of this Settlement Agreement, Class Counsel shall move the Court for Preliminary Approval of the Settlement and obtain entry of an order accomplishing the following:

- a. Provisionally certifying the Action under California law as a class action for purposes of this settlement only;
- b. Preliminarily approving the settlement subject only to objections of Class Members, the terms of the Parties' Settlement Agreement, and final approval by the Court;
- c. Approving as to form and content the proposed Notice of Settlement and Request for Exclusion Form attached hereto as Exhibit 1;
- d. Directing the mailing of the Notice of Settlement by first-class mail to the Class Members;
- e. Preliminarily appointing Plaintiffs as Class Representative and Plaintiff's

1 Counsel as Class Counsel (only for purposes of effectuating and implementing this Settlement
2 Agreement);

3 f. Preliminarily approving the application for payment of reasonable
4 attorneys' up to One Hundred Ninety-Nine Thousand Nine Hundred Eighty Dollars and Zero
5 Cents (\$199,980) of the Maximum Settlement Amount; and reimbursement of reasonable
6 litigation-related costs and expenses not to exceed Fifty Thousand Dollars and Zero Cents
7 (\$50,000) payable to Class Counsel;

8 g. Preliminarily approving the Service Award to the Class Representative in
9 an amount equal to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) to each Class
10 Representative;

11 h. Preliminarily approving settlement administration services by Settlement
12 Administrator and its estimated Settlement Administration Costs of up to Twenty-Seven Thousand
13 Seven Hundred and Fifty Dollars and Zero Cents (\$27,750).

14 i. Preliminarily approving the allocation of civil penalties pursuant to PAGA
15 in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000), seventy-five percent (75%) of
16 which or Forty-Five Thousand Dollars and Zero Cents (\$45,000) shall be payable to the LWDA
17 and twenty-five percent (25%) of which or Fifteen Thousand Dollars and Zero Cents (\$15,000)
18 shall be distributed to PAGA Group Members from the Net Settlement Amount; and

19 j. Scheduling a hearing for Final Approval on the question whether the
20 proposed settlement should be finally approved as fair, reasonable and adequate to Class
21 Members.

22 k. The form and content of the proposed Preliminary Approval order is
23 attached as Exhibit 2 to this Settlement Agreement.

24 48. Plaintiffs shall submit this Settlement Agreement in support of the Motion for
25 Preliminary Approval. Class Counsel shall not file said motion or any other documents associated
26 with same unless and until Defendant's Counsel has approved the contents thereof.

27 49. Plaintiffs shall also submit this Settlement Agreement to the LWDA (as required by
28 Labor Code § 2699(l)(2)).

1 50. Class Counsel will file a Motion for Final Approval of the Settlement and
2 supporting documents with the Court no later than sixteen (16) court days prior to the Final
3 Approval Hearing. Supporting documents shall include, but are not limited to: (a) a declaration by
4 the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement
5 required to be mailed to Class Members by this Settlement Agreement, and of the delivery results
6 of the Settlement Administrator's mailings, including tracing and re-mailing efforts; and (b) a
7 proposed Order and Judgment granting Final Approval. Class Counsel will send Defendant's
8 Counsel the final approval motion for review and approval prior to the filing of same.
9 Defendant's Counsel shall have at least five (5) business days in which to review, comment on,
10 and approve the language of the Motion for Preliminary Approval and the Motion for Final
11 Approval.

12 51. Defendants will not object to or oppose Preliminary or Final Approval of the
13 settlement, including application by Class Counsel for the Service Award, attorneys' fees and
14 reimbursement of litigation-related costs and expenses as set forth above, provided the motions do
15 not deviate from the terms of this Settlement Agreement.

16 52. Class Counsel will submit with the motion for Final Approval a proposed Order
17 and Judgment granting Final Approval. The proposed Order and Judgment granting Final
18 Approval shall include the following findings and orders:

19 a. Approving the settlement, adjudging the terms thereof to be fair, reasonable
20 and adequate, and directing that its terms and provisions be carried out;

21 b. Approving payment of the Service Award to the Class Representative;

22 c. Approving Class Counsel's application for an award of reasonable
23 attorneys' fees and reimbursement of reasonable litigation-related costs and expenses;

24 d. Approving the Settlement Administration Costs;

25 e. Approving payment of civil penalties to the LWDA and the PAGA Group
26 Members;

27 f. Ordering the payment of Individual Settlement Payments in accordance
28 with the terms of this Agreement;

g. Listing the individuals who opted-out of the Settlement and will not be included in the releases or bound by the Judgment.

h. Entering Final Approval releasing all Released Claims of the Participating Class Members against all Released Parties;

i. Entering judgment in this Action in accordance with this Settlement Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h);

j. Requiring the Settlement Administrator to post a copy of the Judgment on its website for a period of at least thirty (30) days from the date the Judgment is executed in compliance with Cal. Rules of Court, Rule 3.771(b); and

k. Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the settlement and the Court's orders; and

l. The form and content of the proposed Order and Judgment granting Final Approval is attached as Exhibit 3 to this Settlement Agreement.

V. DUTIES OF THE PARTIES AFTER FINAL APPROVAL

53. Following entry of the Court's Order and Judgment granting Final Approval of the Settlement Agreement, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including, but not limited to the following:

a. Class Counsel will immediately file and serve a written Notice of Entry of judgment or a filed-endorsed copy of the judgment, accompanied by proof of service, on any person who objected to the settlement in writing or at the hearing on the Motion for Final Approval;

b. Should an appeal be taken from the Order and Judgment granting Final Approval of the Settlement Agreement, all Parties will support the Order and Judgment granting Final Approval on appeal;

c. Class Counsel and Defendant's Counsel will reasonably assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and PAGA Group Members entitled to payments from the Net Settlement Amount and assuring delivery of such payments;

d. Class Counsel and Defendant's Counsel will reasonably assist the Settlement Administrator as needed or requested in responding to late requests for payments from the Net Settlement Amount;

e. Class Counsel and Defendant's Counsel will ensure that the Settlement Administrator will certify to the Court completion of all payments required to be made by this Settlement Agreement.

VI. PROCEDURE AND ADDITIONAL TERMS

54. Notice Procedure. The Settlement Administrator shall be responsible for the following notice procedure:

a. *Delivery of the Class List.* Within fourteen (14) calendar days from Class Counsel providing notice to Defendant's Counsel that the order granting preliminary approval has been provided to the Settlement Administrator, Defendants shall provide the Class List to the Settlement Administrator on a confidential basis. The Class List shall contain (to the extent available in Defendants' business records) Class Members' full name, last known addresses, social security numbers, and dates of employment as non-exempt, hourly-paid employees of Defendants during the Class Period. The Class List information shall remain confidential and shall not be disclosed to anyone, including Class Counsel, except to carry out reasonable efforts described below, or pursuant to express written authorization by Defendants. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. The Settlement Administrator will perform address updates and verifications as necessary prior to the first mailing.

b. *Notice.* A notice of pendency of class action, proposed settlement and hearing date for Court approval (previously defined as Notice of Settlement) and a request for exclusion form, substantially in the form attached hereto as Exhibit 1 and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members (in English and Spanish), by first class mail, within seven (7) calendar days after receipt of the Class List calendar days after receipt of the Class List. The Notice of Settlement shall be sent via regular First Class U.S. Mail, using the most updated mailing addresses, and advise Class Members of the terms of

1 the settlement, their ability to object to the settlement in writing and/or in person, and their ability
2 to submit the Request for Exclusion Form. The Notice of Settlement will further inform Class
3 Members of the Court-established deadlines for filing objections and requesting to be excluded
4 from the Class. The Notice of Settlement will also include the calculation of Workweeks during
5 the applicable Class Period and calculation of the Class Member's estimated payment (which will
6 be based upon the assumption that the requests for attorney's fees and costs and the Service Award
7 are awarded in full).

8 c. *Procedure for Lost and Undeliverable Notices.* Any Notice of Settlement
9 returned to the Settlement Administrator as non-delivered on or before the Notice Deadline shall
10 be sent to the forwarding address affixed thereto, if a forwarding address is provided. If no
11 forwarding address is provided, the Settlement Administrator shall promptly, but no later than five
12 (5) business days of receiving notice that the Notice of Settlement was undeliverable, attempt to
13 determine a correct mailing address using a skip-trace, or similar search, using the name, address
14 and/or social security number of the Class Member involved, and promptly re-mail the Notice of
15 Settlement. If after the Notice of Settlement is still returned to the Settlement Administrator as
16 non-deliverable after re-mailing, that individual will be deemed a Participating Class Member for
17 purposes of the Released Claims (as defined below), and the Settlement Administrator will have
18 no further obligation to obtain the Class Member's current address. The Notice Deadline for any
19 Class Member who is re-mailed a Notice of Settlement shall be extended fifteen (15) calendar
20 days from the date of the re-mailing or the original forty-five (45) calendar day deadline,
21 whichever is later.

22 55. Request for Exclusion Procedure. The Notice of Settlement include the Request for
23 Exclusion Form, which Class Members can use to exclude themselves or "opt out" if they do not
24 wish to participate in this settlement.

25 a. Class Members who wish to opt out of this settlement must mail the
26 Request for Exclusion Form to the Settlement Administrator no later than forty-five (45) calendar
27 days after the initial mailing of the Class Notice, unless extended pursuant to a re-mailing, or
28 unless the Court requires a longer period, in which case the Court-ordered deadline period will

1 apply. In order to be valid, a Class Member's Request for Exclusion must be postmarked and
2 mailed to the Settlement Administrator no later than the Notice Deadline.

3 b. Within five (5) calendar days after receipt by the Service Administrator of
4 each timely-submitted Request for Exclusion, the Service Administrator will send a deficiency
5 notice to such Class Members requesting exclusion and note any irregularities in the Request for
6 Exclusion (such as failure to sign or include last four (4) digits of the Class Member's social
7 security number). The deficiency notice will provide the Class Members no more than five (5)
8 calendar days from the mailing of the deficiency notice to resubmit a revised Request for
9 Exclusion Form that cures all deficiencies. The failure of a Class Member to cure all deficiencies
10 in a timely manner shall invalidate the Request for Exclusion and will not be subject to cure.

11 c. A Class Member who does not properly and timely submit a Request for
12 Exclusion of the Settlement Agreement in the manner and by the deadline specified above will
13 automatically become a Participating Class Member and will be bound by all terms and conditions
14 of the Settlement Agreement, including its release of claims, if the Settlement Agreement is
15 approved by the Court, and be bound by the Final Approval Order, regardless of whether he or she
16 has objected to the Settlement Agreement. In consideration for settlement and release of all claims
17 of the Participating Class Members against Defendants, each Participating Class Member will
18 receive a pro rata share of the Net Settlement Amount.

19 d. A Class Member who properly and timely submits a Request for Exclusion
20 of the Settlement Agreement will not become a Participating Class Member, will not be bound by
21 the Settlement Agreement, and will not have a right to appear at the Final Approval hearing to
22 have any objections to the settlement heard by the Court.

23 e. To the extent any Class Member submits a Request for Exclusion, that
24 Class Member's unclaimed portion shall be reallocated to the Net Settlement Amount. Increases
25 to Participating Class Member payments shall be allocated on a proportional basis based on the
26 size of each Participating Class Member's Workweeks.

27 f. Counsel for the Parties shall not discourage any Class Member from
28 participating in, objecting to or opting out of the settlement.

1 g. If more than ten percent (10%) of Class Members timely and properly
2 submit a Request for Exclusion, then Defendants shall have the right, in its sole discretion, to void
3 and revoke the Settlement Agreement and its stipulation to class certification. Defendants,
4 however, understand and agree to pay all administration costs incurred up to the point of
5 Defendants' revocation/voiding this Agreement. All signatories and their counsel must not
6 encourage opt-outs. The Parties specifically agree not to solicit opt-outs, directly or indirectly,
7 through any means. Objective statements to Class Members who call Class Counsel with inquiries
8 regarding the settlement, or the exercise of Class Counsel's ethical obligations, shall not be
9 deemed a violation of the prohibitions contained herein. In the event of such a rescission, no party
10 may use the fact that the Parties agreed to settle this case as evidence of Defendants' liability in
11 this Action or the lack thereof.

12 h. The Settlement Administrator will notify the Parties of the total number of
13 valid Requests for Exclusion forms and identify the individuals who submitted a request for
14 exclusion within ten (10) calendar days after the Notice Deadline. Defendants shall have five (5)
15 business days to notify Class Counsel in writing of Defendants' intent to revoke the Settlement
16 Agreement, including conditional class certification.

17 i. Class Members who are also PAGA Group Members will not be permitted
18 to exclude themselves from the PAGA claim portion of the settlement. PAGA penalty settlement
19 payments in the appropriate amounts will be distributed by the Settlement Administrator by mail
20 to the PAGA Group Members including to those Class Members who are PAGA Group Members
21 who submitted a request for exclusion.

22 56. Objection Procedure. Class Members who wish to object to this settlement should
23 notify the Settlement Administrator in writing, via mail that they object to the settlement by the
24 Notice Deadline. In order to be valid, a Class Member's objection to the settlement must be
25 postmarked and mailed to the Settlement Administrator no later than the Notice Deadline. The
26 Settlement Administrator shall notify and submit a copy of the objection to Class Counsel and
27 Defendant's Counsel forthwith and Class Counsel shall lodge a copy of the objection with the
28 Court. Any objection sent to the Settlement Administrator must be postmarked no later than the

1 Notice Deadline, unless the Court requires a longer period, in which the Court ordered objection
2 period will apply. The objection should provide the name of the Class Member, all facts and
3 reasons why the Class Member is objecting to the settlement along with any legal authority, and
4 signed by the Class Member. Class Members shall be permitted to rescind their objections in
5 writing by submitting a rescission statement to the Settlement Administrator not later than one (1)
6 business day before the Court's Final Approval hearing or as otherwise ordered by the Court.
7 Whether or not they timely submit a written objection, Class Members may appear at the Final
8 Approval hearing to have their objections heard by the Court.

9 57. Disputed Information on Notice of Settlement. Each Class Member shall have an
10 opportunity to dispute the employment dates and number of Workweeks attributed to him or her as
11 identified in the Class Notice. To the extent a Class Member disputes the employment dates or
12 number of Workweeks identified and listed in the Class Notice, the Class Member may produce
13 evidence to the Settlement Administrator showing that such information is inaccurate. In order to
14 be valid, a Class Member's dispute the employment dates and number of Workweeks, and the
15 evidence in support of such dispute, must be received by the Settlement Administrator no later
16 than the Notice Deadline. Absent evidence rebutting Defendants' records, Defendants' records
17 will be presumed determinative. Defense Counsel and Class Counsel shall jointly determine the
18 number of eligible Workweeks that should apply. If the Defense Counsel and Class Counsel
19 cannot agree, the dispute will be submitted to the Court.

20 58. The Settlement Terms Bind All Class Members Who Do Not Submit a Timely and
21 Valid Request for Exclusion. Any Class Member who does not affirmatively opt-out of the
22 Settlement Agreement by submitting a timely and valid Request for Exclusion consistent with the
23 terms of this Settlement Agreement shall be bound by all of its terms, including those pertaining to
24 the Released Claims (as defined below), as well as any Final Approval that may be entered by the
25 Court when it grants Final Approval of the settlement.

26 59. Certification Reports Regarding Requests for Exclusion, Disputes, and
27 Undeliverable Notices. The Settlement Administrator shall provide Defendant's Counsel and
28 Class Counsel a weekly report which certifies: (a) the number of Class Members who have

1 submitted a valid or defective Request for Exclusion; (b) the number of Class Member who have
2 disputed the employment dates and number of Workweeks contained in their Notice of Settlement;
3 and (c) the number of returned, undeliverable and/or re-mailed Notices of Settlement.
4 Additionally, the Settlement Administrator shall provide to Defendant's Counsel and Class
5 Counsel any updated reports regarding the administration of the Settlement Agreement as needed
6 or requested.

7 60. Individual Settlement Payment Calculations. The Settlement Administrator shall
8 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the
9 terms of this Settlement Agreement. Should any question arise regarding the determination of
10 eligibility for participation in the settlement or the amount of any Individual Settlement Payment
11 under the terms of this Settlement Agreement, Class Counsel and Defendant's Counsel will meet
12 and confer and attempt to reach agreement. Any unresolved disputes concerning the
13 administration of the Settlement Agreement will be resolved by the Court, under the laws of the
14 State of California.

15 61. Method of Calculating the Individual Settlement Payments: Individual Settlement
16 Payments will be calculated as follows:

17 a. *PAGA Group Members.* The Settlement Administrator will calculate the
18 total Workweeks for all PAGA Group Members by adding the number of workweeks worked by
19 each PAGA Group Member during the PAGA Period. The amount that each PAGA Group
20 Member will be eligible to receive will be calculated by dividing each PAGA Group Member's
21 individual Workweeks by the total Workweeks of all PAGA Group Members, and multiplying the
22 resulting fraction by Fifteen Thousand Dollars and Zero Cents (\$15,000). The Settlement
23 Administrator will determine the total number of qualifying Workweeks for each PAGA Group
24 Member which will be finalized after approval by the Parties.

25 b. *Participating Class Members.* The Settlement Administrator will calculate
26 the total Workweeks for all Participating Class Members by adding the number of workweeks
27 worked by each Participating Class Member during the Class Period. The amount that each
28 Participating Class Member will be eligible to receive will be calculated by dividing each

1 Participating Class Member's individual Workweeks by the total Workweeks of all Participating
2 Class Members, and multiplying the resulting fraction by the Net Settlement Amount less the
3 Fifteen Thousand Dollars and Zero Cents (\$15,000) allocated to the PAGA Group Members. The
4 Settlement Administrator will determine the total number of qualifying Workweeks for each
5 Participating Class Member which will be finalized after approval by the Parties.

6 c. *Calculation of Individual Settlement Payment.* For Participating Class
7 Members who are also PAGA Group Members the Individual Settlement Payment will be the sum
8 of the amounts calculated for that Class Member in paragraphs 61.a. and 61.b. For Participating
9 Class Members who not are also PAGA Group Members the Individual Settlement Payment will
10 be the amount calculated for that Class Member in paragraph 61.b. For PAGA Group Members
11 who are not also Participating Class Members, the Individual Settlement Payment will be the
12 amount calculated for that PAGA Group Member in paragraphs 61.a. The Settlement
13 Administrator will determine the amounts of the payments to each Class Member will be finalized
14 after approval by the Parties.

15 62. Allocation and Tax Treatment of Individual Settlement Payments. Individual
16 Settlement Payments shall be allocated as follows: One hundred percent (100%) of the PAGA
17 Group Members share of the PAGA Payment shall be civil penalties; Twenty Percent (20%) of the
18 Individual Settlement Payment (excluding any portion of the share of the PAGA Payment) to
19 Participating Class Members as wages; and Eighty Percent (80%) of the Individual Settlement
20 Payment (excluding any portion of the share of the PAGA Payment) to Participating Class
21 Members as non-wage statutory damages and interest. Portions of each Individual Settlement
22 Payment allocated as wages will be reported on an IRS Form W-2. Portions allocated as non-wage
23 statutory damages and interest, and those portions allocated as PAGA penalties, will be reported
24 on an IRS Form 1099.

25 63. Payment of Individual Settlement Payments. The Settlement Administrator shall
26 have the authority and obligation to make all payments, credits and disbursements, calculated in
27 accordance with the methodology set forth in this Settlement Agreement and orders of the Court.
28 The Settlement Administrator's duties will include reporting payment of the Individual Settlement

1 Payments to all required taxing and other authorities, taking appropriate withholding from the
2 Individual Settlement Payments, and issuing the appropriate IRS Forms W-2 and 1099. No person
3 shall have any claim against Defendants, Defendant's Counsel, Plaintiffs, Class Counsel, the
4 Settlement Administrator, or any Participating Class Member and/or PAGA Group Member based
5 on distributions and payments made in accordance with this Settlement Agreement.

6 64. Distribution of Individual Settlement Payments. The Settlement Administrator
7 shall distribute to each Participating Class Member and PAGA Group Member 50% of the
8 Individual Settlement Payment within ten (10) business after receipt of Installment 2. The
9 Settlement Administrator shall distribute to each Participating Class Member and PAGA Group
10 Member the remaining 50% of the Individual Settlement Payment within ten (10) business after
11 receipt of Installment 6.

12 65. No Credit Toward Employer Provided Benefit Plans. All Individual Settlement
13 Payments to Participating Class Members and PAGA Group Members shall be deemed to be
14 income to such Participating Class Members or PAGA Group Members solely in the year in which
15 such awards actually are received by the Participating Class Members and PAGA Group
16 Members. It is expressly understood and agreed that the receipt of such Individual Settlement
17 Payments will not entitle any Participating Class Member or PAGA Group Member to additional
18 compensation or benefits under any company bonus, paid time off (including vacation and sick
19 leave), or other compensation or benefit plan or agreement in place during the period covered by
20 the Settlement Agreement, nor will it entitle any Participating Class Member or PAGA Group
21 Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
22 compensation benefits. It is the intent of this Settlement Agreement that the Individual Settlement
23 Payments provided for in this Agreement are the sole payments to be made by Defendants to the
24 Participating Class Members and PAGA Group Members in connection with this Settlement
25 Agreement, and that the Participating Class Members and PAGA Group Members are not entitled
26 to any new or additional compensation or benefits as a result of having received the Individual
27 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
28 compensation plan document that might have been in effect during the period covered by this

1 Settlement Agreement).

2 66. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT
3 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
4 AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
5 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES
6 THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
7 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
8 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
9 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
10 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
11 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
12 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
13 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
14 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
15 THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
16 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
17 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
18 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
19 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY
20 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
21 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
22 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
23 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT
24 OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
25 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

26 67. Non-Negotiated Settlement Checks. Participating Class Members and PAGA
27 Group Member must cash each of their Individual Settlement Payment checks within one hundred
28 eighty (180) calendar days after they are mailed by the Settlement Administrator. The Parties

1 agree that any uncashed checks, subject to Court approval, shall be distributed to the Controller of
2 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code
3 §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Group Members
4 who did not cash their checks until such time that they claim their property. The Parties agree that
5 this disposition results in no “unpaid residue” under California Civil Procedure Code section 384,
6 as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA
7 Group Members.

8 68. Settlement Administrator’s Final Report(s). Not less than ten (10) calendar days
9 after the Notice Deadline, the Settlement Administrator shall report to Defendant’s Counsel and
10 Class Counsel: (i) the names of individuals who opted-out of the settlement; (ii) the Individual
11 Settlement Payments owed to each Participating Class Member and/or PAGA Group Member; and
12 (iii) the final number of Class Members who have submitted objections and/or valid Requests for
13 Exclusion requests from the settlement. Upon completion of administration of the settlement, the
14 Settlement Administrator will provide a written declaration under oath to certify such completion
15 to the Court and counsel for all Parties. Additionally, once Defendants fully funds the Maximum
16 Settlement Amount and payroll taxes, the Settlement Administrator will provide a written
17 declaration under oath to certify Defendants’ full and final satisfaction of the Maximum
18 Settlement Amount and payroll taxes and for Defendants’ use and records.

19 69. Class Members’ Release of Class Claims. Upon the funding of the Maximum
20 Settlement Amount and all applicable employer-side payroll taxes, and except as to such rights or
21 claims as may be created by this Settlement Agreement, each and every Participating Class
22 Member, on behalf of themselves and their heirs and assigns, releases the Released Parties from
23 the Released Claims that arose during the Class Period. A Participating Class Member’s cashing
24 of the settlement check will be considered a consent and opt-in to the settlement of all federal
25 wage and hour claims under the FLSA which are encompassed within these Released Claims, and
26 each Participating Class Member who cashes his or her settlement check will waive his or her
27 rights to bring such claims under the FLSA which arose during the Class Period. A Participating
28 Class Member who does not cash his or her settlement check will retain all rights and claims under

1 the FLSA. However, the settlement will still discharge and extinguish the claims described herein
2 under California law, including those for Participating Class Members who do not cash their
3 settlement checks or who do not opt out of the settlement.

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

10 71. General Release of Any and All Claims of Any Kind by Class Representatives
11 Only. Upon the funding of the Maximum Settlement Amount and all applicable employer-side
12 payroll taxes, the Class Representative releases the Released Claims against the Released Parties,
13 and makes the additional following General Release in favor of the Released Parties:

14 a. The Class Representatives individually hereby unconditionally waive and
15 forever release, waive, and discharge, any and all demands, damages, debts, liabilities, contracts,
16 obligations, actions, causes of action and claims of every kind, nature, and description whatsoever,
17 whether now known or unknown, suspected or unsuspected, including in equity or otherwise,
18 which they ever had or now has against the Released Parties arising or accruing at any time prior
19 to the Effective Date, including without limitation without limitation any matter, cause or claim
20 arising out of or related to facts or events occurring prior to the execution of this Settlement
21 Agreement, and/or related to Plaintiffs' employment with Defendants and their separation
22 therefrom. At a minimum, the claims released by the Class Representative include but are not
23 limited to: (a) any claims that were or could have been brought under California Labor Code
24 sections 132a, 201, 202, 203, 204, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5, 510,
25 512, 558, 1050, 1054, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the applicable
26 Industrial Welfare Commission Wage Orders, the FLSA, and all related or corresponding federal
27 laws, and all implementing regulations and interpreting guidance; (b) any claims that were or
28 could have been brought under California Corporations Code, and California Business and

1 Professions Code, including but not limited to California Business and Professions Code section
2 17200 et seq. as unlawful, fraudulent or misleading based on the claims, facts and allegations
3 alleged in the Action (including, but not limited to, claims of conduct unlawful under state or
4 federal law); (c) any other causes of action, including those seeking premiums, penalties, interest,
5 punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting,
6 whether such causes of action are in tort, contract, equity, statute, or common law; (d) any claims
7 under the Fair Employment and Housing Act, Americans with Disabilities Act, Age
8 Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, and (e) any
9 other claims the Class Representatives could have made related to their employment with
10 Defendants. The Class Representatives may hereafter discover facts in addition to or different
11 from those which they now know or believe to be true, but stipulates and agrees that, upon the
12 funding of the Maximum Settlement Amount and all applicable employer-side payroll taxes, they
13 fully, finally, and forever settles and releases any and all claims, known or unknown, suspected or
14 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
15 or heretofore have existed, upon any theory of law or equity and without regard to the subsequent
16 discovery or existence of such different or additional facts. Plaintiffs are deemed, by operation of
17 the Order granting Final Approval, to have agreed not to sue or otherwise make a claim against
18 any of the Released Parties for any claim.

19 b. The Class Representatives acknowledge that they have had the opportunity
20 to review, and has reviewed, California Civil Code section 1542, which provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
22 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
24 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASING PARTY.

25 Being fully informed of this provision of the Civil Code and understanding its provisions,
26 the Class Representatives agrees to waive any rights under that section, and acknowledge that this
27 Settlement Agreement and the release contained herein extends to all claims that they have or
28 might have against the Released Parties, including those which are presently unknown to them or

1 that they do not know or suspect to exist, which, if known by Plaintiffs, might have affected their
2 settlement with, and release of, the Released Parties or might have affected their decision.

3 72. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines
4 to postmark a request to be excluded from or objection to the Settlement Agreement, and with the
5 Court's permission, a Final Approval hearing shall be conducted to finally determine the fairness
6 of the settlement, along with the amounts properly payable for (a) Individual Settlement
7 Payments; (b) The Class Representatives' Service Award; (c) Class Counsel's attorneys' fees and
8 litigation costs and expenses; (d) Settlement Administration Costs; and (e) the PAGA Payment.
9 Class Counsel will be responsible for drafting the attorneys' fees and costs application/motion to
10 be heard at the Final Approval hearing, which such application/motion may be part of the Class
11 Representative's motion for final approval.

12 73. Judgment and Continued Jurisdiction. Upon Final Approval of the settlement by
13 the Court or at the time of or subsequent to the Final Approval hearing, the Parties shall present a
14 Final Approval to the Court for approval and entry. After entry of the Final Approval, the Court
15 shall have continuing jurisdiction under Code of Civil Procedure section 664.6 solely for purposes
16 of addressing: (a) the interpretation and enforcement of the terms of the settlement, (b) Settlement
17 Administration matters, (c) failure to timely pay all amounts owed by Defendant, and (d) such
18 post-Final Approval matters as may be appropriate under court rules or as set forth in this
19 Settlement Agreement. The Parties understand and agree that if any party brings an action to
20 enforce any of the terms of this Agreement, the prevailing party shall be entitled to its/her/his
21 reasonable attorneys' fees and costs.

22 74. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use
23 their best efforts to carry out the terms of this Settlement Agreement. At no time shall any of the
24 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either a
25 Request for Exclusion or written objections to the Settlement Agreement or to appeal from the
26 Court's Final Approval.

27 75. Interim Stay of Proceedings. Pending completion of the settlement process, the
28 Parties agree to a stay of all proceedings in the Action except such as are necessary to implement

1 the Settlement itself and the Parties agree to refrain from further litigation of this matter, except as
2 to proceedings necessary to implement and obtain an order granting Final Approval of the terms of
3 the settlement.

4 76. Nullification of Settlement Agreement. In the event: (i) Defendants timely and
5 properly revoke this Settlement Agreement as set forth in Section VI. Paragraph 55.(g) herein; (ii)
6 the Court does not finally approve the Settlement Agreement as provided herein; (iii) the Court
7 does not enter Final Approval as provided herein, which becomes final as a result of the
8 occurrence of the Effective Date; or (iv) the Settlement Agreement does not become final for any
9 other reason, this Settlement Agreement shall be null and void and any order or judgment entered
10 by the Court in furtherance of this Settlement Agreement shall be treated as void from the
11 beginning. In such a case, the Parties shall be returned to their respective statuses as of the date
12 and time immediately prior to the execution of this Settlement Agreement and the Parties shall
13 proceed in all respects as if this Settlement Agreement had not been executed (and the terms and
14 existence of the Settlement Agreement will be confidential). In the event an appeal is filed from
15 the Court's Final Approval, or any other appellate review is sought prior to the Effective Date,
16 administration of the Settlement Agreement shall be stayed pending final resolution of the appeal
17 or other appellate review (unless otherwise agreed to by the Parties).

18 77. No Admission. Nothing contained herein, nor the consummation of this Settlement
19 Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or
20 wrongdoing on the part of Defendants or any of the other Released Parties. Defendants
21 specifically deny any and all liability. Each of the Parties hereto has entered into this Settlement
22 Agreement with the intention of avoiding further disputes and litigation with the attendant
23 inconvenience and expenses. This Settlement Agreement is a settlement document and, pursuant
24 to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other
25 similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to
26 approve the settlement, and/or interpret or enforce this Settlement Agreement, including but not
27 limited to use as a bar or affirmative defense, in whole or in part, to other or future claims or
28 actions.

78. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Settlement Agreement.

79. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

<u>To Class Counsel:</u>	<u>To Defendants' Counsel:</u>
Dennis S. Hyun Hyun Legal, APC 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Zack Broslavsky, Esq. Broslavsky & Weinman, LLP 1500 Rosecrans Ave., Suite 500 Los Angeles, CA 90266	Atkinson, Andelson, Loya, Ruud & Romo A Professional Law Corporation Michael J. O'Connor, Jr. State Bar No. 202734 Michael.OConnor@aallrr.com Sarkis A. Atoyan State Bar No. 309618 Sarkis.Atoyan@aallrr.com 4275 Executive Square, Suite 700 La Jolla, California 92037-1477

80. Tax Liability. Neither the Parties, nor their counsel make any representations as to the tax treatment or legal effect of the payments called for hereunder, and Participating Class Members and PAGA Group Members are not relying on any statement or representation by the Parties in this regard. Participating Class Members and PAGA Group Members understand and agree that Participating Class Members and PAGA Group Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

81. Headings. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only and do not constitute a part

1 of this Settlement Agreement, and in no way, define, limit, extend, or describe the scope of this
2 Settlement Agreement or any provision herein.

3 82. Amendment or Modification. Unless otherwise provided herein, this Settlement
4 Agreement may be amended or modified only by a written instrument signed by counsel for all
5 Parties or their successors-in-interest, and approved by the Court.

6 83. Entire Agreement. This Settlement Agreement, any supplemental written
7 agreement subsequently incorporated, and any attached exhibits constitute the entire Settlement
8 Agreement among these Parties, and no oral or written representations, warranties or inducements
9 have been made to any Party concerning this Settlement Agreement or its exhibits other than the
10 representations, warranties and covenants contained and memorialized in such documents.

11 84. Authorization to Enter into Settlement Agreement. The signatories hereto represent
12 that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to
13 the terms and conditions hereof.

14 85. Mutual Full Cooperation. The Parties and their counsel will cooperate with each
15 other and use their best efforts to effect the implementation of the Settlement Agreement,
16 including but not limited to, execution of such documents and to take such other action as may be
17 reasonably be necessary to implement the terms of this Settlement Agreement. As soon as
18 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance
19 of Defendants and Defendants' Counsel, take all necessary steps to secure the Court's Preliminary
20 Approval and Final Approval of this Settlement Agreement. In the event the Parties are unable to
21 reach agreement on the form or content of any document needed to implement the Settlement
22 Agreement, or on any supplemental provisions that may become necessary to effectuate the terms
23 of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such
24 disagreement.

25 86. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
26 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
27 transfer, or encumber to any person or entity any portion of liability, claim, demand, action, cause
28 of action, or rights herein released and discharged except as set forth herein.

1 87. Binding on Successors and Assigns. This Settlement Agreement shall be binding
2 on the Parties' successors, assigns, and agents, and inures to the benefit of the Released Parties,
3 including Defendants and its past, present, and/or future owners, officers, directors, managing
4 agents, trustees, payroll processors, independent contractors, members, shareholders, managers,
5 employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents,
6 Defendants' past, present, and/or future parent, subsidiary, or affiliated entities, DBAs and
7 franchisors, franchisees, and each of their owners, officers, directors, managing agents, trustees,
8 payroll processors, independent contractors, members, managers, employees, attorneys, insurers,
9 assigns, shareholders, successors, predecessors and agents.

10 88. Participating Class Member Signatories. It is agreed that because the Participating
11 Class Members are so numerous, it is impossible or impractical to have each Participating Class
12 Member execute this Settlement Agreement. The Notice of Settlement will advise all Class
13 Members of the binding nature of the release and, upon Final Approval, such shall have the same
14 force and effect as if this Settlement Agreement were executed by each Participating Class
15 Member. Notice of Entry of Judgment shall be served by the Class Representative on Defendants.

16 89. California Law Governs. All terms of this Settlement Agreement shall be governed
17 by and interpreted according to the laws of the State of California, without giving effect to any
18 conflict of law principles or choice of law principles.

19 90. Counterparts. This Settlement Agreement may be executed in one or more
20 counterparts and by DocuSign. All executed counterparts and each of them shall be deemed to be
21 one and the same instrument provided that counsel for the Parties to this Settlement Agreement
22 shall exchange among themselves original signed counterparts.

23 91. The Class Representative's Waiver of Right to be Excluded and Object. The Class
24 Representative agrees that by signing this Settlement Agreement, she is bound by the terms herein
25 stated and further agrees not to request to be excluded from the settlement and agrees not to object
26 to any of the terms of this Settlement Agreement. Any such letter requesting to be excluded from
27 the settlement or objection shall therefore be void and of no force or effect. Efforts by the Class
28 Representative to circumvent the terms of this paragraph shall be void and of no force or effect.

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

ERROR! NO TEXT OF SPECIFIED STYLE IN DOCUMENT.

92. Confidentiality Preceding Preliminary Approval, Non-Reporting. The Class Representative and Class Counsel agree that the terms of this settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this settlement, and all documents related to the settlement shall not be discussed with, advertised, marketed, publicized, published, reported, posted, or promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and its approval. The Class Representative and Class Counsel further will not publicize, post, market, advertise, or report, the terms of this Settlement Agreement and will not issue any press releases, except that the Class Representative and Class Counsel may disclose in legal proceedings, if and only as necessary a summary of the terms of the Settlement Agreement and may communicate with Class Members regarding the settlement, its terms, and its history (apart from settlement communications). The Parties intend to buy their peace, in full.

93. Five Year Rule. The Parties hereby stipulate that Code of Civil Procedure § 583.310 is hereby tolled and that the five years to bring this action to trial shall be calculated from five years from any of the following conditions: (1) the date that any party rescinds this Agreement; (2) the date that any party breaches this Agreement, *i.e.*, refuses to perform any conditions under this Agreement; or (3) the Court denies preliminary and/or final approval of class action settlement, with prejudice.

Dated:

TEAM BLAZE D.B.A. BLAZE PIZZA

By:


reza medali (Aug 2, 2023 13:53 PDT)

Title:

Dated:

GHOLMAREZA MEDALI

By:


reza medali (Aug 2, 2023 13:53 PDT)

Title:

Dated: 7/18/2023

RAEIGN VELASQUEZ

92. Confidentiality Preceding Preliminary Approval, Non-Reporting. The Class Representative and Class Counsel agree that the terms of this settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this settlement, and all documents related to the settlement shall not be discussed with, advertised, marketed, publicized, published, reported, posted, or promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and its approval. The Class Representative and Class Counsel further will not publicize, post, market, advertise, or report, the terms of this Settlement Agreement and will not issue any press releases, except that the Class Representative and Class Counsel may disclose in legal proceedings, if and only as necessary a summary of the terms of the Settlement Agreement and may communicate with Class Members regarding the settlement, its terms, and its history (apart from settlement communications). The Parties intend to buy their peace, in full.

93. Five Year Rule. The Parties hereby stipulate that Code of Civil Procedure § 583.310 is hereby tolled and that the five years to bring this action to trial shall be calculated from five years from any of the following conditions: (1) the date that any party rescinds this Agreement; (2) the date that any party breaches this Agreement, *i.e.*, refuses to perform any conditions under this Agreement; or (3) the Court denies preliminary and/or final approval of class action settlement, with prejudice.

Dated: TEAM BLAZE D.B.A. BLAZE PIZZA

By: _____

Title:

Dated: GHOLMAREZA MEDALI

By: _____

Title:

Dated: 7/18/2023

RAEIGN VELASQUEZ

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RAEIGN VELASQUEZ
MIKAYLA ASEVO

By:


MIKAYLA ASEVO
ERIC RIVAS

By:

ERIC RIVAS

APPROVED AS TO FORM ONLY

Dated: August 8, 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By:



Michael J. O'Connor Jr.
Sarkis A. Atoyan
Attorneys for Defendants

Dated: July 24, 2023

HYUN LEGAL, APC

By:

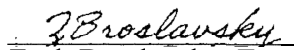


Dennis S. Hyun
Attorney for Plaintiffs

Dated: July 24, 2023

BROSLAVSKY & WEINMAN, LLP

By:


Zack Broslavsky, Esq.
Attorney for Plaintiffs

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Dated: 7/21/23

Dated: 7/19/2023

By:
RAEIGN VELASQUEZ
MIKAYLA ASEVO

By: 
MIKAYLA ASEVO
ERIC RIVAS

By: 
ERIC RIVAS

APPROVED AS TO FORM ONLY

Dated: ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Michael J. O'Connor Jr.
Sarkis A. Atoyan
Attorneys for Defendants

Dated: HYUN LEGAL, APC

By: _____
Dennis S. Hyun
Attorney for Plaintiffs

Dated: BROSLAVSKY & WEINMAN, LLP

By: _____
Zack Broslavsky, Esq.
Attorney for Plaintiffs

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Fax (626) 583-8610

Attorneys for Defendants

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.
Melissa R. McCormick, Dept. CX104]

**ADDENDUM TO CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

1 Plaintiffs Raelyn Velasquez, an individual, Mikayla Asevo, an individual, and Eric Rivas, an
2 individual (collectively, “Plaintiffs”) and Defendants Team Blaze and Gholamreza Medali (collectively,
3 “Defendants”) (Plaintiffs and Defendants collectively, the “Parties”), by and through their counsel of
4 record, hereby enter into the following Addendum (“Addendum”) pursuant to Paragraph VI(82) of the
5 Class and Representative Action Settlement Agreement (“Settlement Agreement”), which states as
6 follows: “this Settlement Agreement may be amended or modified only by a written instrument signed
7 by counsel for all Parties or their successors-in-interest, and approved by the Court,” and amend the
8 Settlement Agreement as follows:

- 9 1. Paragraph I(2) is amended as follows: “‘Class’ means non-exempt hourly California
10 employees who were employed by Defendants during the Class Period.”
- 11 2. Paragraph I(9) is amended as follows: “‘Individual Settlement Payment’ means each
12 Participating Class Member’s and/or PAGA Group member’s pro rata share calculated in
13 accordance with the Individual Settlement Payment calculations described below.
14 ‘Individual Class Payment’ shall mean Participating Class Member’s pro rata share of the
15 Net Settlement Amount. ‘Individual PAGA Payment’ shall mean each PAGA Group
16 Member’s pro rata share of 25% of the PAGA Payment.”
- 17 3. Paragraph I(11) is amended as follows: “‘Net Settlement Amount’ means the portion of
18 the Maximum Settlement Amount, less the amounts approved and awarded by the Court
19 for: (1) the attorneys’ fees of Class Counsel; (2) the litigation costs and expenses of Class
20 Counsel; (3) the Service Award to the Class Representative; (4) the PAGA Payment; (5)
21 all costs of administration, including, without limitation, the Settlement Administrator’s
22 fees and expenses.”
- 23 4. Paragraph I(12) is amended as follows: “‘Notice Deadline’ means sixty (60) days from
24 the Settlement Administrator’s mailing of the Notice of Settlement, unless extended
25 pursuant to a re-mailing, which is the date by which Class Members must submit to the
26 Settlement Administrator a valid request to be excluded from the settlement, object to the
27 settlement, or dispute the number of workweeks worked during the Class Period. If the
28 date of the Notice Deadline falls on a Sunday or federal holiday, the time to object will be
extended to the next calendar day on which the U.S. Postal Service is open.”

- 1 5. Paragraph I(23) is amended as follows: “‘Released Claims’ means any and all claims,
2 damages, or causes of action alleged or which reasonably could have been alleged based
3 on the facts alleged in Plaintiffs’ operative complaint and/or the PAGA Notice, including,
4 but not limited to, claims under state, or local law, including, but not limited to claims for
5 unpaid wages, claims for the failure to pay minimum wages, claims for the failure to pay
6 overtime wages, claims related to missed meal and rest breaks or periods and
7 nonpayment of premium pay for such, failure to comply with itemized employee wage
8 statement provisions, failure to pay wages due at separation, failure to timely pay wages
9 during employment, failure to keep requisite payroll records, the payment of any
10 penalties (including PAGA). The Released Claims specifically include all claims arising
11 under California Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.7, 510, 512,
12 1194, 1194.2, 1197, and 1197.1, the Wage Orders of the California Industrial Welfare
13 Commission, California Business and Profession Code sections 17200, et seq., California
14 Code of Civil Procedure section 1021.5, and California common law of contract, interest
15 and claims for attorney's fees (except as provided for in this Agreement) reasonably
16 related in any way to those claims alleged and mentioned in the complaint(s) and/or
17 PAGA Notice.”
- 18 6. Paragraph I(24) is amended as follows: “‘Released PAGA Claims’ means any and all
19 claims for civil penalties under PAGA based on the labor code violations alleged in the
20 PAGA Notice sent by Plaintiff to the LWDA, including California Labor Code sections
21 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 2698, et seq., as well as all
22 facts, theories, or claims for civil penalties which reasonably could have been pleaded
23 based on the factual allegations pled in the PAGA Notice Plaintiffs sent to the LWDA.”
- 24 7. Paragraph III(41) is amended as follows: “[t]he Settlement Administrator shall disburse
25 the Maximum Settlement Amount to the recipients designated herein no later than ten
26 (10) business days after Defendants’ final payment above.”
- 27 8. Paragraph III(44) is amended as follows: “PAGA Payment. The Parties agree that Sixty
28 Thousand Dollars and Zero Cents (\$60,000) shall be allocated to settle the claims
 pursuant to the PAGA. Of this amount, seventy-five percent (75%) or Forty-Five

1 Thousand Dollars and Zero Cents (\$45,000) shall be made payable to the LWDA and
2 twenty-five percent (25%) or Fifteen Thousand Dollars and Zero Cents (\$15,000) shall be
3 distributed to PAGA Group Members. The amount of any reduction of the PAGA
4 Payment by the Court shall be allocated to the Net Settlement Amount to be distributed to
5 Participating Class Members. The Settlement Administrator shall pay 50% of the LWDA
6 payment within ten (10) business days after receipt of Installment 3 and 50% within ten
7 (10) business days after receipt of Installment 6.”

- 8 9. Paragraph III(46) is amended as follows: “Net Settlement Amount and 25% of PAGA
9 Payment. The Net Settlement Amount and 25% of PAGA Payment shall be available for
10 distribution to Participating Class Members and PAGA Group Members respectively in
11 accordance with the notice procedure and formula set forth in this Settlement
12 Agreement.”
- 13 10. Paragraph IV(47)(f) is amended as follows: “Preliminarily approving the application for
14 payment of reasonable attorneys’ fees up to Two Hundred Thousand Dollars and Zero
15 Cents (\$200,000) of the Maximum Settlement Amount.”
- 16 11. Paragraph IV(47)(i) is amended as follows: “Preliminarily approving the allocation of
17 civil penalties pursuant to PAGA in the amount of Sixty Thousand Dollars and Zero
18 Cents (\$60,000), seventy-five percent (75%) of which or Forty-Five Thousand Dollars
19 and Zero Cents (\$45,000) shall be payable to the LWDA and twenty-five percent (25%)
20 of which or Fifteen Thousand Dollars and Zero Cents (\$15,000) shall be distributed to
21 PAGA Group Members”
- 22 12. Paragraph IV(52)(j) is amended as follows: “Requiring the Settlement Administrator to
23 post a copy of the operative complaint, the PAGA notice letters, the settlement agreement
24 and amendments thereto, the notice packet, the orders granting preliminary and final
25 approval, and Judgment on its website for a period of at least 180 days from the date the
26 Judgment is executed in compliance with Cal. Rules of Court, Rule 3.771(b).”
- 27 13. Paragraph V(53)(c) is amended as follows: “Class Counsel and Defendant’s Counsel will
28 reasonably assist the Settlement Administrator as needed or requested in the process of
identifying and locating Participating Class Members and PAGA Group Members

entitled to payments from the Net Settlement Amount and 25% of the PAGA Payment, and assuring delivery of such payments.”

14. Paragraph V(53)(d) is amended as follows: Class Counsel and Defendant’s Counsel will reasonably assist the Settlement Administrator as needed or requested in responding to late requests for payments from the Net Settlement Amount and 25% of the PAGA Payment.”
15. Paragraph VI(54)(c) is amended as follows: “[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 sixty (60) calendar day deadline, whichever is later.”
16. Paragraph VI(54)(d) is amended as follows: “Class Counsel and Defendant’s Counsel will reasonably assist the Settlement Administrator as needed or requested in responding to late requests for payments from the Net Settlement Amount and the 25% of the PAGA Payment.”
17. Paragraph VI(55)(a) is amended as follows: “Class Members who wish to opt out of this settlement must mail the Request for Exclusion Form to the Settlement Administrator no later than sixty (60) calendar days after the initial mailing of the Notice of Settlement, unless extended pursuant to a re-mailing.”
18. Paragraph VI(56) is amended as follows: “[t]he objection should provide the name of the Class Member, all facts and reasons why the Class Member is objecting to the settlement, and signed by the Class Member.”
19. Paragraph VI(57) is amended as follows: “Disputed Information on Notice of Settlement. Each Class Member and/or PAGA Group Member shall have an opportunity to dispute the employment dates and number of Workweeks and/or pay periods attributed to him or her as identified in the Notice of Settlement. To the extent a Class Member and/or PAGA Group Member disputes the employment dates or number of Workweeks and/or pay periods identified and listed in the Notice of Settlement, the Class Member may produce evidence to the Settlement Administrator showing that such information is inaccurate. In order to be valid, a Class Member and/or PAGA Group Member’s dispute

1 regarding the employment dates and number of Workweeks and/or pay periods, and the
2 evidence in support of such dispute, must be mailed to the Settlement Administrator, such
3 that the dispute is postmarked by the Notice Deadline. Absent evidence rebutting
4 Defendants' records, Defendants' records will be presumed determinative. Defense
5 Counsel and Class Counsel shall jointly determine the number of eligible Workweeks
6 and/or pay periods that should apply. All such Class Member and/or PAGA Group
7 Member disputes and responses concerning Workweeks and/or pay periods shall be filed
8 with the Court and subject to the Court's review.

9 20. Paragraph VI(61)(a) is amended as follows: "*PAGA Group Members*. The Settlement
10 Administrator will calculate the total pay periods worked by all PAGA Group Members
11 by adding the number of pay periods worked by each PAGA Group Member during the
12 PAGA Period. The Individual PAGA Payment that each PAGA Group Member will be
13 eligible to receive will be calculated by dividing each PAGA Group Member's individual
14 pay periods by the total pay periods of all PAGA Group Members, and multiplying the
15 resulting fraction by Fifteen Thousand Dollars and Zero Cents (\$15,000). The Settlement
16 Administrator will determine the total number of qualifying pay periods for each PAGA
17 Group Member which will be finalized after approval by the Parties."

18 21. Paragraph VI(61)(b) is amended as follows: "*Participating Class Members*. The
19 Settlement Administrator will calculate the total Workweeks for all Participating Class
20 Members by adding the number of workweeks worked by each Participating Class
21 Member during the Class Period. The Individual Class Payment that each Participating
22 Class Member will be eligible to receive will be calculated by dividing each Participating
23 Class Member's individual Workweeks by the total Workweeks of all Participating Class
24 Members, and multiplying the resulting fraction by the Net Settlement Amount. The
25 Settlement Administrator will determine the total number of qualifying Workweeks for
26 each Participating Class Member which will be finalized after approval by the Parties."

27 22. Paragraph VI(61)(c) is amended as follows: "*Calculation of Individual Settlement*
28 *Payment*. For Participating Class Members who are also PAGA Group Members, the
Individual Settlement Payment will be the sum of the Individual Class Payment and

1 Individual PAGA Payment calculated for that Class Member in paragraphs 61.a. and
2 61.b. For Participating Class Members who not are also PAGA Group Members, the
3 Individual Settlement Payment will be the Individual Class Payment calculated for that
4 Class Member in paragraph 61.b. For PAGA Group Members who are not also
5 Participating Class Members, the Individual Settlement Payment will be the Individual
6 PAGA Payment calculated for that PAGA Group Member in paragraphs 61.a. The
7 Settlement Administrator will determine the amounts of the payments to each Class
8 Member will be finalized after approval by the Parties.”

- 9 23. Paragraph VI(67) is amended as follows: “Non-Negotiated Settlement Checks.
10 Participating Class Members and PAGA Group Member must cash each of their
11 Individual Settlement Payment checks within one hundred eighty (180) calendar days
12 after they are mailed by the Settlement Administrator. If any Individual Settlement
13 Payment check is returned to the Settlement Administrator as undeliverable, the
14 Settlement Administrator shall perform a skip-trace to locate an updated address and
15 remail the check to the Participating Class Member and/or PAGA Group Member. If any
16 checks are remailed pursuant to this Paragraph, the Participating Class Member and/or
17 PAGA Group Member shall have an additional fifteen (15) calendar days to cash the
18 Individual Settlement Payment check. The Parties agree that any uncashed checks,
19 subject to Court approval, shall be distributed to the Controller of the State of California
20 to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq.
21 for the benefit of those Participating Class Members and PAGA Group Members who did
22 not cash their checks until such time that they claim their property. The Parties agree that
23 this disposition results in no “unpaid residue” under California Civil Procedure Code
24 section 384, as the entire Net Settlement Amount will be paid out to Participating Class
25 Members and the 25% of the PAGA Payment to PAGA Group Members.”
- 26 24. Paragraph VI(69) is amended as follows: “Class Members’ Release of Released Claims.
27 Upon the funding of the Maximum Settlement Amount and all applicable employer-side
28 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

1 their heirs and assigns, releases the Released Parties from the Released Claims that arose
2 during the Class Period. A Participating Class Member's cashing of the settlement check
3 will be considered a consent and opt-in to the settlement of all federal wage and hour
4 claims under the FLSA which are encompassed within these Released Claims, and each
5 Participating Class Member who cashes his or her settlement check will waive his or her
6 rights to bring such claims under the FLSA which arose during the Class Period. A
7 Participating Class Member who does not cash his or her settlement check will retain all
8 rights and claims under the FLSA. However, the settlement will still discharge and
9 extinguish the claims described herein under California law, including those for
10 Participating Class Members who do not cash their settlement checks or who do not opt
11 out of the settlement."

12 IT IS SO STIPULATED AND AGREED.
13
14

15 Dated: December 2, 2024

TEAM BLAZE D.B.A. BLAZE PIZZA

17 By: 

18 Title: 

19 Dated: December 2, 2024

GHOLMAREZA MEDALI

21 By: 

23 Dated:

RAEIGN VELASQUEZ

25 By:

RAEIGN VELASQUEZ

26 Dated:

MIKAYLA ASEVO

28 By:

MIKAYLA ASEVO

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."

IT IS SO STIPULATED AND AGREED.

Dated: TEAM BLAZE D.B.A. BLAZE PIZZA

By: _____

Title:

Dated: GHOLMAREZA MEDALI

By: _____

Title:

Dated: 11/12/2024

RAEIGN VELASQUEZ

By:

Signed by: 

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RAEIGN VELASQUEZ

Dated: 11/19/2024

MIKAYLA ASEVO

By:



MIKAYLA ASEVO

1 Dated: 11/30/2024

ERIC RIVAS

2 By:



ERIC RIVAS

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7
8 DATED: November 7, 2024

BROSLAVSKY & WEINMAN, LLP

9 By: _____

Zack Broslavsky

10 Attorneys for Plaintiffs and the Class

11 DATED: November 7, 2024

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

12 By: _____

Michael J. O'Connor, Jr.

Sarkis A. Atoyan

13 Attorneys for Defendants
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1 Dated:

ERIC RIVAS

2 By:

3 ERIC RIVAS

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8 DATED: December 5, 2024

BROSLAVSKY & WEINMAN, LLP

9 By: 
10 Zack Broslavsky
Attorneys for Plaintiffs and the Class

11 DATED: December 3, 2024

ATKINSON, ANDELSON, LOYA, RUUD &
12 ROMO

13 By: 
14 Michael J. O'Connor, Jr.
Sarkis A. Atoyan
Attorneys for Defendants

EXHIBIT “B”

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 who worked for Defendants during the Class Period (September 26, 2018 to [date]) (“Class Members”); 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 a PAGA Group Member, 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 Maximum 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 May 8, 2025. 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 Maximum Settlement Amount (Maximum Settlement). Defendants have agreed to deposit the all-in, Maximum Settlement into an account controlled by the Administrator of the Settlement. The Maximum Settlement does not include Defendants' employer-side payroll taxes, which shall be paid separately by Defendants. The Administrator will use the Maximum Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Award, 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 Maximum 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 Maximum Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum 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 Maximum 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 Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$28,500.00 to the Administrator for services administering the Settlement.
 - D. \$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 Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement (the "Net Settlement Amount") 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 Maximum 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 or which reasonably could have been alleged based on the facts alleged in Plaintiffs' operative complaint 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, 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 Maximum Settlement and separately paid the employer-side payroll taxes, all PAGA Group Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Group Members, 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, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 2698, et seq., 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.

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 Workweeks you worked during the Class Period and the number of 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 [], 2025. 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 days 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 days 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 PAGA Group Member 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 [] 2025. 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 May 8, 2025 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 Melissa R. McCormick on May 8, 2025, 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 Maximum 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 *******, 2024.**

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 **241220 Revised Blaze Class Notice, Raeign Velasquez et al v. Team Blaze et al, INC, Case No - 30-2021-01187932-CU-OE-CXC.**

Order Date: December 20, 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 **241220 Revised Blaze 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 DEC 20, 2024.

Christina Harmon

Christina Guerrero Harmon

12/20/2024

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

NOTIFICACIÓN DE ACUERDO DE ACCIÓN COLECTIVA/PAGA APROBADA POR EL TRIBUNAL Y FECHA DE LA AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Raeign Velasquez et al. contra Team Blaze et al.
(Tribunal Superior del Condado de Orange, Caso n° 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 un anuncio, ni una solicitud de un abogado. No le están
Demandando.***

Usted puede ser elegible para recibir dinero de una Demanda Colectiva de empleados (“Acción”) contra Team Blaze y Gholamreza Medali (“Demandados”) por supuestas violaciones 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 períodos de comida, primas por períodos de descanso y sanciones relacionadas para una clase de empleados no exentos o pagados por hora de California que trabajaron para los Demandados durante el Período de la Clase (26 de septiembre de 2018 a [date]) (“Miembros de la Clase”); y (2) sanciones en virtud de la Ley General de Abogados Privados de California (“PAGA”) para todos los empleados de California no exentos o pagados por hora que trabajaron para los Demandados durante el Período PAGA (9 de marzo de 2020 a [date]) (“Miembros de la Clase PAGA”). 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; proporcionó a todos los empleados períodos de comida y descanso adecuados o pagó las primas requeridas por los descansos perdidos o no conformes; proporcionó a todos los empleados declaraciones salariales conformes; y pagó 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 al Acuerdo únicamente con el propósito de resolver esta disputa y evitar la continuación del litigio, el riesgo, el tiempo y los costes.

El Acuerdo Colectivo propuesto tiene 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 PAGA Individuales y paguen sanciones a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (la “LWDA”). Como se discute en este 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 por las Reclamaciones PAGA Exoneradas y serán elegibles para recibir su Pago PAGA Individual.



Basándose en los registros de los Demandados y en las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase será de \$ _____ (menos la retención) y que su Pago PAGA Individual será de \$ _____**. 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 un Pago PAGA Individual en virtud del Acuerdo porque no trabajó durante el Periodo PAGA según los registros de los Demandados).

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

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado esta Notificación. El Tribunal 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 Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará a los Demandantes y a los abogados de los Demandantes (“Abogados de la Clase”). El Tribunal 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 usted trabajó para los Demandados durante el Periodo de la Demanda Colectiva y/o el Periodo PAGA, tiene dos opciones básicas en virtud del Acuerdo:

- (1) **No tiene que hacer nada.** No tiene que hacer nada para participar en el Acuerdo Colectivo propuesto y ser elegible para 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) **Puede 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 Miembro de la Clase PAGA, 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, elegible para 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 el [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 de perseguir Reclamaciones PAGA Exoneradas (definidas a continuación).
Los Miembros Participantes de la Clase pueden objetar 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 se excluyan (“Miembros Participantes de la Clase”) pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal 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 Máxima 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 Tribunal está programada para las 14:00 horas del 8 de Mayo 2025. 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/Períodos 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 Período de la Clase y cuántos Períodos de Pago PAGA trabajó al menos un día durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período 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 registros de los Demandados se indica en la primera página de esta Notificación. 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?

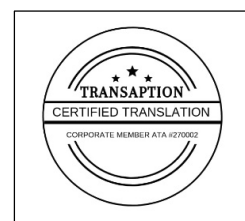
Los Demandantes son antiguos empleados de los Demandados. En esta Demanda, los Demandantes alegan que los Demandados violaron las leyes laborales de California al no pagar todos los salarios por horas extras, salarios mínimos y salarios adeudados en caso de despido, y al no proporcionar todos los períodos 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 violación de ninguna ley 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?

Esta notificación no pretende ser, y no debe interpretarse como, una expresión de opinión alguna por parte del Tribunal 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 Tribunal 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 del caso mediante un Acuerdo (resolver el caso) 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 solicitar conjuntamente al Tribunal 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 Tribunal. 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 ninguna violación 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 Tribunal 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 Importe Máximo del Acuerdo (Acuerdo Máximo). Los Demandados han acordado depositar la totalidad del Acuerdo Máximo en una cuenta controlada por el Administrador del Acuerdo. El Acuerdo Máximo no incluye los impuestos sobre la nómina del empleador de los Demandados, que serán pagados por separado por los Demandados. El Administrador utilizará el Acuerdo Máximo para pagar los Pagos Individuales de la Clase, los Pagos PAGA Individuales, la Concesión por Servicio del Representante de la Clase, los honorarios y gastos de los abogados del Asesor 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”). Suponiendo que el Tribunal otorgue la Aprobación Definitiva, los Demandados financiarán el Acuerdo Máximo de la siguiente manera:
 - A. Plazo 1: Ciento Cincuenta Mil Dólares y Cero Centavos (\$150,000.00) dentro de los treinta (30) días naturales siguientes a que el Tribunal conceda la Aprobación Definitiva;
 - B. Plazo 2: Ciento Cincuenta Mil Dólares y Cero Céntimos (\$150,000.00) en un plazo de ciento ochenta (180) días naturales a partir de que el Tribunal conceda la Aprobación Definitiva;
 - C. Plazo 3: Setenta y cinco mil dólares y cero céntimos (\$75,000.00) en un plazo de trescientos sesenta (360) días naturales a partir de que el Tribunal conceda la Aprobación Definitiva;
 - D. Plazo 4 : Setenta y cinco mil dólares y cero céntimos (\$75,000.00) en un plazo de quinientos cuarenta (540) días naturales a partir de que el Tribunal conceda la Aprobación Definitiva;
 - E. Plazo 5: Setenta y cinco mil dólares y cero céntimos (\$75,000.00) en un plazo de setecientos veinte (720) días naturales a partir de que el Tribunal conceda la Aprobación Definitiva;
 - F. Plazo 6: Setenta y Cinco Mil Dólares y Cero Centavos (\$75,000.00) dentro de los novecientos (900) días naturales siguientes a que el Tribunal conceda la Aprobación Definitiva.
2. Deducciones Aprobadas por el Tribunal del Acuerdo Máximo. En la Audiencia de Aprobación Definitiva, los Demandantes y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Máximo, cuyos importes serán decididos por el Tribunal en la Audiencia de Aprobación Definitiva:
 - A. Hasta \$200,000 (o un tercio del Acuerdo Máximo) a los Abogados de la Clase en concepto de honorarios de abogados y hasta \$50,000 por sus gastos de litigación. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir pago alguno.
 - B. Hasta \$22,500 (es decir, \$7,500 a cada Representante de la Clase) a los Demandantes como Adjudicación por Servicios al Representante de la Clase por



presentar la Demanda, trabajar con el Abogado de la Clase y representar a la Clase. La Compensación por Servicios a los Representantes de la Clase será el único dinero que recibirán los Demandantes aparte del Pago Individual de la Clase de los Demandantes y cualquier Pago PAGA Individual.

C. Hasta \$28,500.00 al Administrador por servicios de administración del Acuerdo.

D. \$60,000.00 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 Períodos de Pago PAGA.

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

3. Importe Neto del Acuerdo Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Máximo (el “Importe Neto del Acuerdo”) 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 solicitan al Tribunal 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 sanciones 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 Individuales 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 Controlador, deberá consultar las normas del Fondo para obtener



instrucciones sobre cómo recuperar su dinero. Si su cheque es devuelto al administrador del Acuerdo como 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 tratará como Miembro Participante de la Clase, participando plenamente en el Acuerdo Colectivo, a menos que 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 siendo elegibles para los Pagos PAGA Individuales y deben renunciar a su derecho de hacer valer las Reclamaciones PAGA Exoneradas contra los Demandados en base a los hechos del Periodo PAGA alegados en la Acción y aun así recibirán sus Pagos PAGA Individuales.

7. El Acuerdo propuesto será nulo si el Tribunal deniega la aprobación definitiva. Es posible que el Tribunal deniegue la aprobación definitiva del Acuerdo o se niegue a dictar sentencia. También es posible que el Tribunal 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 ningún dinero y los Miembros de la Clase no liberarán ninguna reclamación contra los Demandados.
8. Administrador. El Tribunal ha designado a una empresa neutral, Phoenix Settlement Administrators (el “Administrador”) para que envíe esta Notificación, 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 Tribunal y estarán sujetas a la revisión del Tribunal, 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 completamente el Acuerdo Máximo de 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 Período Colectivo y sanciones PAGA basadas en los hechos del Período PAGA, según se alega en la Acción y se resuelve mediante este Acuerdo.

Los Miembros Participantes de la Clase quedarán vinculados por el siguiente comunicado:

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 Período 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 Período 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 o causas de acción alegadas o que razonablemente podrían haberse alegado basándose en los hechos alegados en la demanda operativa de los Demandantes y/o en la Notificación PAGA, incluyendo, pero sin limitarse a, reclamaciones bajo la ley estatal, o local, in 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 descanso y comida perdidos 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 registros de nóminas requeridos y el pago de cualquier sanción (incluida la PAGA). Las Reclamaciones Exoneradas incluyen específicamente todas las reclamaciones derivadas de las secciones 201, 202, 203, 204, 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, las secciones 17200 y siguientes del Código de Negocios y Profesiones de California, el Código de Procedimiento Civil de California, sección 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 alguna manera 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 Tribunal sea definitiva, y los Demandados hayan pagado el Acuerdo Máximo y pagado por separado los impuestos sobre la nómina del lado del empleador, todos los Miembros de la Clase PAGA quedarán impedidos de hacer valer reclamaciones PAGA contra los Demandados, independientemente de que se excluyan o no del Acuerdo. Esto significa que todos los Miembros de la Clase PAGA, incluidos aquellos que sean Miembros Participantes de la Clase y aquellos que se excluyan del Acuerdo Colectivo, no podrán Demandar, continuar Demandando ni participar en ninguna otra reclamación PAGA contra los Demandados o sus entidades relacionadas, basándose 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 los Demandantes, en nombre del Estado de California, eximen a las Partes Exoneradas de las Reclamaciones Exoneradas PAGA que surgieron durante el Período PAGA.

“Reclamaciones Exoneradas de PAGA” significa todas y cada una de las reclamaciones por sanciones civiles bajo PAGA basadas en las violaciones al Código Laboral alegadas en la Notificación de PAGA enviada por los Demandantes a la LWDA, incluyendo las secciones 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 2698, y siguientes del Código Laboral de California, 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 Individuales. El Administrador calculará los Pagos PAGA Individuales (a) dividiendo \$15,000, por el número total de períodos de pago trabajados por todos los Miembros de la Clase PAGA y (b) multiplicando el resultado por el número de períodos de pago trabajados por cada Miembro de la Clase PAGA individual.
3. Impugnaciones de Semanas Laborales/Períodos de Pago. El número de Semanas Laborales que usted trabajó durante el Período de la Demanda Colectiva y el número de períodos de pago que usted trabajó durante el Período PAGA, según consta en los registros de los Demandados, se indican en la primera página de esta Notificación. Tiene hasta el [date] para impugnar el número de Semanas Laborales y/o Períodos de Pago que se le han acreditado. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo, de forma que lleve matasellos del [] de 2025. 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 registros. El Administrador aceptará el cálculo de Semanas Laborales y/o Períodos de Pago de los Demandados basado en los registros de los Demandados como exacto a menos que usted envíe copias de registros 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 Períodos 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 Períodos de Pago elegibles que deben aplicarse. Todas estas disputas y respuestas de los Miembros de la Clase y/o Miembros de la Clase PAGA relativas a Semanas Laborales y/o Períodos de Pago se presentarán ante el Tribunal. Cualquier decisión relativa a una disputa estará sujeta a la revisión del Tribunal para su determinación final.

5. ¿CÓMO COBRARÉ?

1. Miembros Participantes de la Clase. El Administrador enviará, por correo de EE.UU., un cheque por el importe del 50% del Pago Individual de la Clase dentro de los diez (10) días hábiles siguientes 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 siguientes 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 de EE. UU., 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 Miembro No Participante de la Clase 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 ****, 2025. Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, ésta no será válida. La sección 9 de la Notificación contiene la información de contacto del Administrador.

7. ¿CÓMO PUEDO OponERME AL ACUERDO?

Sólo los Miembros Participantes de la Clase tienen derecho a objetar al Acuerdo. Antes de decidir si objetar o no, tal vez desee ver lo que los Demandantes y los Demandados solicitan al Tribunal que apruebe. Al menos 16 días judiciales antes de la Audiencia de Aprobación Definitiva del 8 de Mayo del 2025, los Abogados de la Clase y/o los Demandantes presentarán ante el Tribunal una Petición de Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto, los honorarios y costas de los abogados y la Adjudicación de 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 Caso de la Acción, Caso N° 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. contra 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 objetar (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 decir al Tribunal 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 Melissa R. McCormick el 8 de Mayo del 2025, a las 2:00 p.m. en el Departamento 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 la Aprobación Definitiva del Acuerdo y qué cantidad del Acuerdo Máximo se pagará a los Abogados de la Clase, a los Demandantes y al Administrador. El Tribunal 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 Tribunal 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.

Administrador del Acuerdo:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

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 notificar 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, Caso nº 30-2021-01187932-CU-OE-CXC)

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

USTED NO PUEDE SOLICITAR LA EXCLUSIÓN DE LAS RECLAMACIONES DE 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 el *******, 2024.**

Deseo ser excluido del Acuerdo de Demanda Colectiva alcanzado en el asunto *Velásquez contra Team Blaze*. Entiendo que al excluirme no recibiré dinero de la parte del Acuerdo correspondiente a la Demanda Colectiva.

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 DE EE. UU. CON MATASELLOS
NO POSTERIOR A **[RESPONSE DEADLINE]** A:
[Settlement Administrator]
[Address]

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

