

Zack Broslavsky (State Bar No. 241736)
Jonathan A. Weinman (State Bar No. 256553)
BROSLAVSKY & WEINMAN, LLP
1500 Rosecrans Ave., Suite 500
Manhattan Beach, CA 90266
Phone: (310) 575-2550
Fax: (310) 464-3550

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiffs and the Class

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

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

Plaintiffs,

v.

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

Defendants.

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

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

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

Date: December 19, 2024
Time: 2:00 p.m.
Dept.: CX104

Complaint Filed: March 9, 2021
Trial Date: Not set

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

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

4 2. I am an attorney admitted to practice in the State of California and I am a
5 shareholder in Hyun Legal, APC. I am one of the lawyers responsible for representing Plaintiffs
6 Eric Rivas, Raign Velasquez, and Mikayla Asevo (collectively, "Plaintiffs") in the above-
7 captioned matter. I am submitting this Declaration to address the Court's ruling on August 29,
8 2024, denying Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

9 3. In accordance with the Court's tentative ruling, all Parties have signed the
10 Addendum to Class and Representative Settlement ("the Addendum") filed herewith.

11 4. In accordance with the Court's instructions, the Parties have further revised the
12 definition of "Released Claims" in the Addendum.

13 5. In accordance with the Court's instructions, the Parties have stricken Labor Code
14 § 210 from the definition of "Released Claims". As the Court advised Plaintiffs' counsel at the
15 hearing, Plaintiffs' counsel hereby points to the following citations of the statutes cited in the
16 Complaint, which correlate to the "Released Claims":

- 17 a. Labor Code §§ 201-204: Paragraphs 1, 12, 25, 36, 42, 49, 55, and Prayers
18 Nos. 4-7;
19 b. Labor Code § 218.5: Paragraph 29;
20 c. Labor Code § 226: Paragraphs 1, 12, 21, 23-25, 29, 57-59, and Prayer No.
21 8;
22 d. Labor Code § 226.7: Paragraphs 1, 12, 21, 23-25, 33, 36, 37, 39, 42, 43,
23 61, and Prayer Nos. 4 and 5;
24 e. Labor Code § 510: Paragraphs 1, 12, 21, 23-25, 29, 51-54, 61, , and Prayer
25 No. 7;
26 f. Labor Code § 512: Paragraphs 1, 12, 21, 23-25, 37, 61, and Prayer No. 4;
27 g. Labor Code § 1194: Paragraphs 1, 12, 21, 23-25, 29, 45, 47, 48, 51, 53,
28

54, 61, and Prayers Nos. 6 and 7;

h. Labor Code § 1194.2: Paragraphs 45, 48, and Prayer No. 6;

i. Labor Code § 1197: Paragraphs 21, 23, 24, 29, 45, 47, 48, 52, 53, 54, 61, and Prayer Nos. 6 and 7;

j. Labor Code § 1197.1: Paragraphs 1, 12, 21, 23-25, 29, 45, 47, 48, 51-54, and Prayer Nos. 6 and 7;

k. Wage Order: Paragraphs 1, 4, 12, 21, 23-25, 33, 36, 37, 39, 42, 43, 47, 49, 52, 55, 61, and 64;

l. Business & Professions Code § 17200, *et seq.*: Paragraphs 1, 64, and Prayer No. 9;

m. Code of Civil Procedure § 1021.5: Paragraph 29.

6. In accordance with the Court's instructions, the Parties have also stricken Labor Code §§ 210 and 1174 and reference to the Wage Orders from the "Released PAGA claims" in the Addendum. The revised "Released PAGA claims" has Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1197.1. These Labor Code statutes are cited in each of Plaintiffs' notices submitted to the Labor Workforce Development Agency (the "LWDA"). True and correct copies of Plaintiffs' written notices to the LWDA are collectively attached hereto as Exhibit "A."

7. Additionally, Plaintiffs' counsel further revised the Addendum to define "Net Settlement Amount" throughout the Agreement consistent with the Notice of Settlement by reflecting that the 25% of the PAGA Payment (\$15,000) allocated to PAGA Group Members is technically not part of the "Net Settlement Amount" for distribution to Participating Class Members and is a separate pot of money reserved for PAGA Group Members.

8. In light of the above revisions to the "Released Claims" and "Released PAGA Claims", the Parties have revised the Notice of Settlement to conform to these releases. A true and correct copy of the revised Notice, together with a certified Spanish-level translation, is attached hereto as Exhibit "B."

1 9. In accordance with the Court’s instructions, I attest that after reasonably inquiry,
2 Plaintiffs’ counsel is unaware of any pending related actions or cases that may be impacted by
3 this settlement.

4 10. On December 5, 2024, I uploaded this Declaration, the Declarations of Sarkis
5 Atoyan and Zack Broslavsky, the Addendum, the Revised Class Notice (along with the Spanish
6 Translation), and the Revised Proposed Order on the website for the Labor Workforce
7 Development Agency (the “LWDA”). Attached hereto as Exhibit “C” is a printout of the
8 LWDA’s website showing that I uploaded the documents on December 5, 2024, which is located
9 at [https://cadir.my.salesforce-](https://cadir.my.salesforce-sites.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002nwLeEAI)
10 [sites.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002nwLeEAI](https://cadir.my.salesforce-sites.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002nwLeEAI) and last visited on
11 December 5, 2024. Concurrently filed herewith is a Proof of Service regarding service on the
12 LWDA.

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

15 Executed on December 5, 2024, at Los Angeles, California.

16
17 

18 _____
Dennis S. Hyun

EXHIBIT “A”

RAEIGN VELASQUEZ

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

March 2, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

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

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

To Whom It May Concern:

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

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

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

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

March 2, 2021

Page 2

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

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

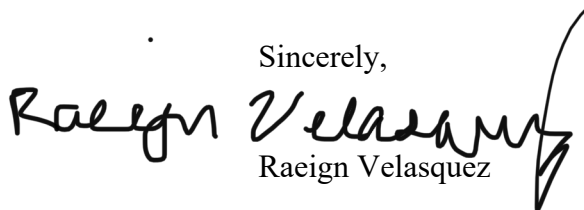
6. Violated Labor Code §§ 201-203 by willfully not providing all wages due and owed to me and other non-exempt employees upon separation of employment. As I believe such violations are ongoing, I will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations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

The address for the Respondents is:

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

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

Sincerely,


Raign Velasquez

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

ERIC RIVAS

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

March 1, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

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

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

To Whom It May Concern:

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

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

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

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

March 1, 2021

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

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

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

The address for the Respondents is:

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

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

Sincerely,

Eric Rivas

Eric Rivas

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

MIKAYLA ASEVO

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

March 2, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

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

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

To Whom It May Concern:

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

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

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

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

March 2, 2021

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

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

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

The address for the Respondents is:

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

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

Sincerely,



Mikayla Asevo

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

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. Up to \$60,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Group Members based on their PAGA Period Pay Periods.

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

3. Net Settlement 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 Brenda 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 **241126 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 03, 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 **241126 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 03, 2024.

Christina Harmon

Christina Guerrero Harmon

12/03/2024

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. Hasta \$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, 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 Brenda 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.



EXHIBIT “C”