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

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

14 Plaintiffs,

15 v.

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

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

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

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

Date: December 19, 2024

Time: 2:00 p.m.

Dept.: CX104

Complaint Filed: March 9, 2021

Trial Date: Not set

1 Plaintiffs Raeign Velasquez, Mikayla Asevo, and Eric Rivas’ (collectively, “Plaintiffs”)
2 Motion for an Order Granting Preliminary Approval of Class and Representative Action
3 Settlement was filed with the Court on September 13, 2023, and supplemental papers in support
4 were filed with the Court on April 12, 2024 and August 15, 2024, and a hearing was held before
5 this Court on December 19, 2024. Appearances for the Parties were noted on the record.

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

8 NOW THEREFORE, IT IS HEREBY ORDERED:

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

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

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

16 4. The Court hereby conditionally certifies the following Class for settlement
17 purposes only:

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

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

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

27 7. The Court conditionally appoints and designates: (a) Plaintiffs Raeign Velasquez,
28 Mikayla Asevo, and Eric Rivas as the Class Representatives and (b) Zack Broslavsky and

Jonathan A. Weinman of Broslavsky & Weinman LLP and Dennis S. Hyun of Hyun Legal, APC as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

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

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

10. The Court finds that on a preliminary basis the Settlement Agreement appears to be within the range of reasonableness of a settlement, including the amount of the PAGA penalties, Plaintiffs' Enhancement Payments, Class Counsel's fees and costs, Settlement Administration Costs, and the allocation of payments to Participating Class Members, that could ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages

1 issues. It also appears that extensive and costly investigation, research, and court proceedings
2 have been conducted so that counsel for the settling parties are able to reasonably evaluate their
3 respective positions. It appears to the Court that settlement at this time will avoid substantial
4 additional costs by all settling parties, as well as avoid the delay and risks that would be
5 presented by the further prosecution of the Action. It also appears that settlement has been
6 reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

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

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

21 13. The Court appoints and designates Phoenix Settlement Administrators as the
22 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
23 approved Notice of Settlement to Class Members pursuant to the procedures set forth in the
24 Settlement Agreement. Defendants shall provide the Settlement Administrator the class data by
25 January 2, 2025, or within fourteen (14) calendar days from Class Counsel providing notice to
26 Defendants' Counsel that the Order Granting Preliminary Approval has been provided to the
27 Settlement Administrator. The Settlement Administrator shall send the Notice of Settlement to
28 Class Members by January 9, 2025, or within seven (7) calendar days after receipt of the class

1 data.

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

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

27 16. Each Class Member and/or PAGA Group Member shall have an opportunity to
28 dispute the employment dates and number of Workweeks and/or pay periods attributed to him or

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

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

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

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

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1 20. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Settlement Agreement without further notice to the
3 Class and retains jurisdiction to consider all further applications arising out of or connected with
4 the Settlement Agreement.

5 IT IS SO ORDERED.

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7 DATED: _____

8 HON. MELISSA R. MCCORMICK
9 SUPERIOR COURT OF CALIFORNIA
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