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

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

Plaintiffs,

v.

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

Defendants

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

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

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

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

- 9 1. Paragraph I(2) is amended as follows: “‘Class’ means non-exempt hourly California
10 employees who were employed by Defendants during the Class Period.”
- 11 2. Paragraph I(9) is amended as follows: “‘Individual Settlement Payment’ means each
12 Participating Class Member’s and/or PAGA Group member’s pro rata share of the Net
13 Settlement Amount calculated in accordance with the Individual Settlement Payment
14 calculations described below. ‘Individual Class Payment’ shall mean Participating Class
15 Member’s pro rata share. ‘Individual PAGA Payment’ shall mean each PAGA Group
16 Member’s pro rata share.”
- 17 3. Paragraph I(12) is amended as follows: “‘Notice Deadline’ means sixty (60) days from
18 the Settlement Administrator’s mailing of the Notice of Settlement, unless extended
19 pursuant to a re-mailing, which is the date by which Class Members must submit to the
20 Settlement Administrator a valid request to be excluded from the settlement, object to the
21 settlement, or dispute the number of workweeks worked during the Class Period. If the
22 date of the Notice Deadline falls on a Sunday or federal holiday, the time to object will be
23 extended to the next calendar day on which the U.S. Postal Service is open.”
- 24 4. Paragraph I(23) is amended as follows: “‘Released Claims’ means any and all claims,
25 damages, or causes of action alleged in, or arising out of, the allegations in the Complaint
26 filed in the Action and the PAGA Notice, which were alleged or which reasonably could
27 have been alleged by reason of or in connection with any fact set forth or referred to in
28 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, 210, 218.5, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1197.1, the Wage Orders of the California Industrial Welfare Commission, California Business and Profession Code sections 17200, et seq., California Code of Civil Procedure section 1021.5, and California common law of contract, interest and claims for attorney's fees (except as provided for in this Agreement) reasonably related in any way to those claims alleged and mentioned in the complaint(s) and/or PAGA Notice.”

5. Paragraph I(24) is amended as follows: “‘Released PAGA Claims’ means any and all claims for civil penalties under PAGA based on the labor code violations alleged in the PAGA Notice sent by Plaintiff to the LWDA, including California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 2698, et seq., the IWC Wage Orders as well as all facts, theories, or claims for civil penalties which reasonably could have been pleaded based on the factual allegations pled in the PAGA Notice Plaintiffs sent to the LWDA.”
6. Paragraph III(41) is amended as follows: “[t]he Settlement Administrator shall disburse the Maximum Settlement Amount to the recipients designated herein no later than ten (10) business days after Defendants’ final payment above.”
7. Paragraph IV(47)(f) is amended as follows: “Preliminarily approving the application for payment of reasonable attorneys’ fees up to Two Hundred Thousand Dollars and Zero Cents (\$200,000) of the Maximum Settlement Amount”;
8. Paragraph IV(52)(j) is amended as follows: “Requiring the Settlement Administrator to post a copy of the operative complaint, the PAGA notice letters, the settlement agreement and amendments thereto, the notice packet, the orders granting preliminary and final

1 approval, and Judgment on its website for a period of at least 180 days from the date the
2 Judgment is executed in compliance with Cal. Rules of Court, Rule 3.771(b)."

- 3 9. Paragraph VI(54)(c) is amended as follows: "[t]he Notice Deadline for any Class
4 Member who is re-mailed a Notice of Settlement shall be extended fifteen (15) calendar
5 days from the date of the re-mailing or the original sixty (60) calendar day deadline,
6 whichever is later."
- 7 10. Paragraph VI(55)(a) is amended as follows: "Class Members who wish to opt out of this
8 settlement must mail the Request for Exclusion Form to the Settlement Administrator no
9 later than sixty (60) calendar days after the initial mailing of the Notice of Settlement,
10 unless extended pursuant to a re-mailing."
- 11 11. Paragraph VI(56) is amended as follows: "[t]he objection should provide the name of the
12 Class Member, all facts and reasons why the Class Member is objecting to the settlement,
13 and signed by the Class Member."
- 14 12. Paragraph VI(57) is amended as follows: "Disputed Information on Notice of Settlement.
15 Each Class Member and/or PAGA Group Member shall have an opportunity to dispute
16 the employment dates and number of Workweeks and/or pay periods attributed to him or
17 her as identified in the Notice of Settlement. To the extent a Class Member and/or
18 PAGA Group Member disputes the employment dates or number of Workweeks and/or
19 pay periods identified and listed in the Notice of Settlement, the Class Member may
20 produce evidence to the Settlement Administrator showing that such information is
21 inaccurate. In order to be valid, a Class Member and/or PAGA Group Member's dispute
22 regarding the employment dates and number of Workweeks and/or pay periods, and the
23 evidence in support of such dispute, must be mailed to the Settlement Administrator, such
24 that the dispute is postmarked by the Notice Deadline. Absent evidence rebutting
25 Defendants' records, Defendants' records will be presumed determinative. Defense
26 Counsel and Class Counsel shall jointly determine the number of eligible Workweeks
27 and/or pay periods that should apply. All such Class Member and/or PAGA Group
28 Member disputes and responses concerning Workweeks and/or pay periods shall be filed
with the Court and subject to the Court's review.

- 1 13. Paragraph VI(61)(a) is amended as follows: “*PAGA Group Members*. The Settlement
2 Administrator will calculate the total pay periods worked by all PAGA Group Members
3 by adding the number of pay periods worked by each PAGA Group Member during the
4 PAGA Period. The Individual PAGA Payment that each PAGA Group Member will be
5 eligible to receive will be calculated by dividing each PAGA Group Member’s individual
6 pay periods by the total pay periods of all PAGA Group Members, and multiplying the
7 resulting fraction by Fifteen Thousand Dollars and Zero Cents (\$15,000). The Settlement
8 Administrator will determine the total number of qualifying pay periods for each PAGA
9 Group Member which will be finalized after approval by the Parties.”
- 10 14. Paragraph VI(61)(b) is amended as follows: “*Participating Class Members*. The
11 Settlement Administrator will calculate the total Workweeks for all Participating Class
12 Members by adding the number of workweeks worked by each Participating Class
13 Member during the Class Period. The Individual Class Payment that each Participating
14 Class Member will be eligible to receive will be calculated by dividing each Participating
15 Class Member’s individual Workweeks by the total Workweeks of all Participating Class
16 Members, and multiplying the resulting fraction by the Net Settlement Amount less the
17 Fifteen Thousand Dollars and Zero Cents (\$15,000) allocated to the PAGA Group
18 Members. The Settlement Administrator will determine the total number of qualifying
19 Workweeks for each Participating Class Member which will be finalized after approval
20 by the Parties.”
- 21 15. Paragraph VI(61)(c) is amended as follows: “*Calculation of Individual Settlement*
22 *Payment*. For Participating Class Members who are also PAGA Group Members, the
23 Individual Settlement Payment will be the sum of the Individual Class Payment and
24 Individual PAGA Payment calculated for that Class Member in paragraphs 61.a. and
25 61.b. For Participating Class Members who not are also PAGA Group Members, the
26 Individual Settlement Payment will be the Individual Class Payment calculated for that
27 Class Member in paragraph 61.b. For PAGA Group Members who are not also
28 Participating Class Members, the Individual Settlement Payment will be the Individual
PAGA Payment calculated for that PAGA Group Member in paragraphs 61.a. The

Settlement Administrator will determine the amounts of the payments to each Class Member will be finalized after approval by the Parties.”

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

1 Participating Class Member who does not cash his or her settlement check will retain all
2 rights and claims under the FLSA. However, the settlement will still discharge and
3 extinguish the claims described herein under California law, including those for
4 Participating Class Members who do not cash their settlement checks or who do not opt
5 out of the settlement.”

6
7 IT IS SO STIPULATED AND AGREED.

8 DATED: August 9, 2024

BROSLAVSKY & WEINMAN, LLP

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

11 DATED: August 9, 2024

ATKINSON, ANDELSON, LOYA, RUUD &
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13 By: 
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