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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(12) is amended as follows: “‘Notice Deadline’ means sixty (60) days from
12 the Settlement Administrator’s mailing of the Notice of Settlement, unless extended
13 pursuant to a re-mailing, which is the date by which Class Members must submit to the
14 Settlement Administrator a valid request to be excluded from the settlement, object to the
15 settlement, or dispute the number of workweeks worked during the Class Period. If the
16 date of the Notice Deadline falls on a Sunday or federal holiday, the time to object will be
17 extended to the next calendar day on which the U.S. Postal Service is open.”
- 18 3. Paragraph I(23) is amended as follows: “‘Released Claims’ means any and all claims,
19 damages, or causes of action alleged in, or arising out of, the allegations in the Complaint
20 filed in the Action and the PAGA Notice, which were alleged or which reasonably could
21 have been alleged by reason of or in connection with any fact set forth or referred to in
22 Plaintiffs’ operative complaint and/or the PAGA Notice based on any of the factual
23 allegations contained in such complaints and/or the PAGA Notice, including, but not
24 limited to, claims under state, or local law, including, but not limited to claims for unpaid
25 wages, claims for the failure to pay minimum wages, claims for the failure to pay
26 overtime wages, claims related to missed meal and rest breaks or periods and
27 nonpayment of premium pay for such, failure to comply with itemized employee wage
28 statement provisions, failure to pay wages due at separation, failure to timely pay wages

1 during employment, failure to keep requisite payroll records, the payment of any
2 penalties (including PAGA). The Released Claims specifically include all claims arising
3 under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510,
4 512, 1194, 1194.2, 1197, and 1197.1, the Wage Orders of the California Industrial
5 Welfare Commission, California Business and Profession Code sections 17200, et seq.,
6 California Code of Civil Procedure section 1021.5, and California common law of
7 contract, interest and claims for attorney's fees (except as provided for in this Agreement)
8 reasonably related in any way to those claims alleged and mentioned in the complaint(s)
9 and/or PAGA Notice.

- 10 4. Paragraph I(24) is amended as follows: “‘Released PAGA Claims’ means any and all
11 claims for civil penalties under PAGA based on the labor code violations alleged in the
12 PAGA Notice sent by Plaintiff to the LWDA, including California Labor Code sections
13 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 2698, et seq., the
14 IWC Wage Orders as well as all facts, theories, or claims for civil penalties which
15 reasonably could have been pleaded based on the factual allegations pled in the PAGA
16 Notice Plaintiffs sent to the LWDA.
- 17 5. Paragraph IV(47)(f) is amended as follows: “Preliminarily approving the application for
18 payment of reasonable attorneys’ up to Two Hundred Thousand Dollars and Zero Cents
19 (\$200,000) of the Maximum Settlement Amount”;
- 20 6. Paragraph III(41) is amended as follows: “[t]he Settlement Administrator shall disburse
21 the Maximum Settlement Amount to the recipients designated herein no later than ten
22 (10) business days after Defendants’ final payment above.”
- 23 7. Paragraph IV(52)(j) is amended as follows: “Requiring the Settlement Administrator to
24 post a copy of the operative complaint, the PAGA notice letters, the settlement agreement
25 and amendments thereto, the notice packet, the orders granting preliminary and final
26 approval, and Judgment on its website for a period of at least 180 days from the date the
27 Judgment is executed in compliance with Cal. Rules of Court, Rule 3.771(b).”
- 28 8. Paragraph VI(54) is amended as follows: “[t]he Notice Deadline for any Class Member
who is re-mailed a Notice of Settlement shall be extended fifteen (15) calendar days from

the date of the re-mailing or the original sixty (60) calendar day deadline, whichever is later.”

9. Paragraph VI(55) is amended as follows: “Class Members who wish to opt out of this settlement must mail the Request for Exclusion Form to the Settlement Administrator no later than sixty (60) calendar days after the initial mailing of the Notice of Settlement, unless extended pursuant to a re-mailing.”
10. Paragraph VI(56) is amended as follows: “[t]he objection should provide the name of the Class Member, all facts and reasons why the Class Member is objecting to the settlement, and signed by the Class Member.”
11. Paragraph VI(57) is amended as follows: “Disputed Information on Notice of Settlement. Each Class Member and/or PAGA Group Member shall have an opportunity to dispute the employment dates and number of Workweeks and/or pay periods attributed to him or her as identified in the Notice of Settlement. To the extent a Class Member and/or PAGA Group Member disputes the employment dates or number of Workweeks and/or pay periods identified and listed in the Notice of Settlement, the Class Member may produce evidence to the Settlement Administrator showing that such information is inaccurate. In order to be valid, a Class Member and/or PAGA Group Member’s dispute regarding the employment dates and number of Workweeks and/or pay periods, and the evidence in support of such dispute, must be mailed to the Settlement Administrator, such that the dispute is postmarked by the Notice Deadline. Absent evidence rebutting Defendants’ records, Defendants’ records will be presumed determinative. Defense 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 and subject to the Court’s review.
12. Paragraph VI(61)(a) is amended as follows: “*PAGA Group Members.* The Settlement Administrator will calculate the total pay periods worked by all PAGA Group Members by adding the number of pay periods worked by each PAGA Group Member during the PAGA Period. The amount that each PAGA Group Member will be eligible to receive

will be calculated by dividing each PAGA Group Member's individual pay periods by the total pay periods of all PAGA Group Members, and multiplying the resulting fraction by Fifteen Thousand Dollars and Zero Cents (\$15,000). The Settlement Administrator will determine the total number of qualifying pay periods for each PAGA Group Member which will be finalized after approval by the Parties."

13. 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."

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

IT IS SO STIPULATED AND AGREED.

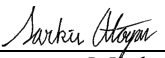
DATED: March 21, 2024

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DATED: March 22, 2024

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