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16 Attorneys for Defendants

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

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

21 Plaintiffs,

22 v.

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

25 Defendants
26
27
28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 IT IS SO STIPULATED AND AGREED.
13
14

15 Dated: December 2, 2024

TEAM BLAZE D.B.A. BLAZE PIZZA

17 By: 

18 Title: 

19 Dated: December 2, 2024

GHOLMAREZA MEDALI

21 By: 

22
23 Dated:

RAEIGN VELASQUEZ

25 By:

RAEIGN VELASQUEZ

26
27 Dated:

MIKAYLA ASEVO

28 By:

MIKAYLA ASEVO

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

IT IS SO STIPULATED AND AGREED.

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

By: _____

Title:

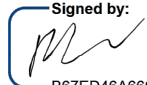
Dated: GHOLMAREZA MEDALI

By: _____

Title:

Dated: 11/12/2024

RAEIGN VELASQUEZ

By:  Signed by:
B67ED46A660F4A6
RAEIGN VELASQUEZ

Dated: 11/19/2024

MIKAYLA ASEVO

By: 
MIKAYLA ASEVO

1 Dated: 11/30/2024

ERIC RIVAS

2
3 By:



ERIC RIVAS

4
5
6
7
8 DATED: November 7, 2024

BROSLAVSKY & WEINMAN, LLP

9
10 By:

Zack Broslavsky
Attorneys for Plaintiffs and the Class

11 DATED: November 7, 2024

ATKINSON, ANDELSON, LOYA, RUUD &
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13 By:

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1 Dated:

ERIC RIVAS

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ERIC RIVAS

8 DATED: December 5, 2024

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9 By: 
10 Zack Broslavsky
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11 DATED: December 3, 2024

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