

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

Nicholas J. De Blouw (SBN #280922)

Sergio J. Puche (SBN# 289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiff

FILED

Superior Court of California
County of Los Angeles

03/17/2026

David W. Slayton, Executive Officer / Clerk of Court

By: B. Viola Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JUN MOCK, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

BLACKSTONE GAMING, LLC., a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **23LBCV00084**

**~~[PROPOSED]~~ ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: March 17, 2026
Hearing Time: 8:30am

Judge: Hon. Mark C. Kim
Dept.: S27

Action Filed: January 13, 2023
Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiff Jun Mock (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(1), against Blackstone Gaming, LLC, (“Defendant”).

2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency (“LWDA”).

3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$400,000.00, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$10,660.00) for Apex Class Action Administration, LLC, to administer the settlement, PAGA Counsel Fees Payment in the amount of \$133,333.00 (one-third of the Gross Settlement Amount), the Service Award to Plaintiff in the amount of \$15,000.00 and PAGA Counsel Litigation Expenses Payment in the amount of \$38,417.91. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, is no less than \$191,007.00 and shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$143,255.25) and 25% will be paid to the Aggrieved Employees (no less than \$47,751.75).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be

1 allocated and paid out as set forth in the Agreement.

2 5. The “Aggrieved Employees” are defined as all individuals who are or previously were
3 employe by Defendant in California and classified as a non-exempt employee at any time during the
4 PAGA Period. The PAGA Period is the period from October 28, 2021 through the earlier of December
5 28, 2025 or Court Approval of this Settlement.

6 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
7 Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release
8 of the Released PAGA Claims. The “Released PAGA Claims” which means any and all claims for
9 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
10 the Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred
11 during the PAGA Period. (collectively the “Released PAGA Claims”). The Released PAGA Claims
12 expressly exclude all other claims, including any individual non-PAGA claims; claims for wages eared
13 by Plaintiff but not paid between now and the Effective Date; unemployment insurance, disability,
14 social security, workers’ compensation, California class claims, and PAGA claims outside of the
15 PAGA period. The Released PAGA Claims also expressly excludes Plaintiff’s non-PAGA claims
16 which are subject to a separate release, which will be set forth in a separate individual settlement
17 agreement.

18 7. This settlement (including this Order) cannot be used, directly or indirectly, to
19 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
20 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
21 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
22 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
23 (including this Order) shall not be construed to be an admission by Defendant of any liability or
24 wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically
25 disclaims any such liability or wrongdoing.

26 8. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Order
27 and Judgment to the LWDA within 10 days after its entry.
28

9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH
ENTERED ACCORDINGLY.

DATED: 03/17/2026



THE HONORABLE MARK C. KIM
JUDGE OF THE SUPERIOR COURT
Mark C. Kim / Judge