

**AMENDMENT NO. 1 TO  
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE**

This Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Release is entered into between Plaintiff Juan Escobedo ("Plaintiff") and Defendant Block Tops, Inc. ("Defendant") (together, the "Parties") pursuant to Paragraph 8 of the Private Attorneys General Act Settlement Agreement and Release ("Original Agreement") entered into between the Parties on March 5, 2025.

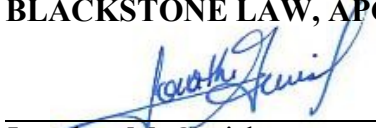
**A. Paragraph 6 of the Original Agreement is hereby amended to state as follows:**

**Release of Claims by Plaintiff and the State of California with Respect to the Aggrieved Employees.** Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiff, on behalf of the State of California with respect to Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant, and its former and present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations in the PAGA Letter and/or in the Operative Complaint, or which could have been alleged based on the facts stated in the PAGA Letter and/or Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, "Released Claims").

**B. The Cover Letter attached to the Original Agreement as "Exhibit A" is hereby replaced with the revised Cover Letter attached hereto as "Exhibit A."**

**BLACKSTONE LAW, APC**

Dated: 8/5/2025

  
Jonathan M. Genish  
Attorneys for Plaintiff Juan Escobedo

**O'HAGAN MEYER LLP**

Dated: 8/5/2025

  
Megan A. Childress  
Attorneys for Defendant Block Tops, Inc.

## Exhibit A

To: <<First Name>><<Last Name>>  
<<Street Address>>  
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court Case No. 30-2023-01356309-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court Case No. 30-2023-01356309-CU-OE-CXC (“Action”). As relevant to the enclosed check, the lawsuit alleged that Block Tops, Inc. (“Defendant”) violated the California Labor Code. Defendant denied the allegations but reached a settlement to avoid the expense and disruption of further litigation.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the Labor and Workforce Development Agency and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period August 8, 2022 to August 31, 2024 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

No claims for unpaid or underpaid wages have settled and this settlement is without prejudice to the pursuit of any such claims.

Under the settlement, as of <<date of Court’s order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means Defendant, and its former and present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents.

“Released Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and/or in the Operative Complaint, or which could have been alleged based on the facts stated in the PAGA Letter and/or Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

**Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].