

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Juan Escobedo
2. Title of the proposed order:
[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS AND SETTLEMENT ADMINISTRATION COSTS
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for PAGA Approval
 - b. Date and time: August 22, 2025
 - c. Place: Department CX103, Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701
4. The proposed order was served on the other parties in the case.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

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Attorneys for Plaintiff JUAN ESCOBEDO,
individually, and on behalf of Aggrieved
Employees pursuant to the California
Private Attorneys General Act

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

JUAN ESCOBEDO, individually, and on behalf
of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

BLOCK TOPS, INC., a California corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2023-01356309-CU-OE-CXC

*Assigned to the Honorable David A. Hoffer
Dept. CX103*

**[REVISED PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS AND
SETTLEMENT ADMINISTRATION COSTS**

Date: August 22, 2025
Time: 10:00 a.m.
Department: CX103

Complaint Filed: October 13, 2023
Trial Date: Not Set

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1 5. The individuals covered under the Settlement consist of the following: “all current and
2 former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California
3 at any time during the PAGA Period” (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as
4 the period from August 8, 2022 to August 31, 2024.

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
10 shall be the escalated Gross Settlement Amount (\$208,855.77) less the approved Attorneys’ Fees and
11 Costs to Plaintiff’s Counsel and Settlement Administration Costs to ILYM Group, Inc. (“**Settlement**
12 **Administrator**”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to
13 the LWDA (“**LWDA Payment**”) and twenty-five percent (25%) of the Net Settlement Amount
14 (“**Employees’ Portion**”) shall be distributed to the Aggrieved Employees in accordance with this
15 Order and Judgment and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided
17 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
18 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
19 and consistent with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$69,618.59 to Plaintiff’s Counsel for attorneys’
21 fees. This amount shall be paid from the escalated Gross Settlement Amount and shall be disbursed
22 in accordance with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$15,810.84 to Plaintiff’s Counsel for
24 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
25 paid from the escalated Gross Settlement Amount and shall be disbursed in accordance with this Order
26 and Judgment and the Settlement Agreement.

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1 11. The Court approves payment in the amount of up to \$3,850.00 to the Settlement
2 Administrator for the Settlement Administration Costs. This amount shall be paid from the escalated
3 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
4 Settlement Agreement.

5 12. The Court approves the cover letter (“**Cover Letter**”), attached hereto as **Exhibit 1**,
6 and the Settlement Administrator shall distribute the Cover Letter (in English and Spanish) to
7 Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the
8 Aggrieved Employees.

9 13. No later than seven (7) calendar days after the date of this Order and Judgment,
10 Defendant will provide the Settlement Administrator with a list of all Aggrieved Employees,
11 containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last
12 known address; (iii) last known telephone number; (iv) Social Security number; (v) dates worked for
13 Defendant during the PAGA Period; and (vi) such other information as is necessary for the Settlement
14 Administrator to calculate Pay Periods (collectively, “**Aggrieved Employees List**”).

15 14. Within twenty-one (21) calendar days of the Effective Date, Defendant will fund the
16 escalated Gross Settlement Amount by transmitting the funds to a qualified settlement account
17 established by the Settlement Administrator for administration of the Settlement.

18 15. No later than seven (7) calendar days after the Settlement Administrator receives the
19 Aggrieved Employees List and escalated Gross Settlement Amount, the Settlement Administrator will
20 distribute the Individual PAGA Payments to Aggrieved Employees, the LWDA Payment to the
21 LWDA, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, and the Settlement Administration Costs
22 to itself.

23 16. The Individual PAGA Payment checks issued to Aggrieved Employees will remain
24 valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, will be canceled.
25 Any funds associated with such canceled checks will be distributed to the State Controller’s Office
26 Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of
27 their respective Individual PAGA Payment(s).

28 17. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

1 18. Upon the date of this Order and Judgment and full funding of the escalated Gross
2 Settlement Amount, Plaintiff, on behalf of the State of California with respect to Aggrieved
3 Employees, will be deemed to have fully, finally, and forever released, settled, compromised,
4 relinquished, and discharged Defendant, and its former and present officers, directors, employees,
5 shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates,
6 and agents (collectively, the “**Released Parties**”) from any and all claims arising from any of the
7 factual allegations in the PAGA Letter and/or in the Operative Complaint, or which could have been
8 alleged based on the facts stated in the PAGA Letter and/or Operative Complaint, arising during the
9 PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor
10 Code sections 2698 *et seq.*, which specifically includes claims for Defendant’s alleged failure to pay
11 overtime and minimum wages, provide compliant meal and rest periods and associated premium
12 payments, timely pay wages during employment and upon termination, provide complaint wage
13 statements, maintain complete and accurate payroll records, and reimburse necessary business-related
14 expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
15 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission
16 Wage Order (collectively, “**Released Claims**”).

17 19. No individualized notice of this Order and Judgment is required to be provided to the
18 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
19 system established for the filing of notices and documents, in conformity with California Labor Code
20 § 2699(l)(3).

21 20. A Final Report Hearing is set for May 22, 2026 at 10:00 a.m. in Department CX103 of
22 the above-entitled Court. A Final Report is due to be filed no later than sixteen (16) court days
23 confirming that disbursements were made pursuant to the Settlement.

24 **IT IS SO ORDERED.**

25
26 Dated: _____

Honorable David A. Hoffer
Judge of the Superior Court

Exhibit 1

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.

COVER LETTER

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].