

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:
[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEY'S 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: June 20, 2025
 - c. Place: Department CX105, 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.

(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 Randall J. Sherman
Dept. CX105*

**[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: June 20, 2025
Time: 10:00 a.m.
Department: CX105

Reservation ID: 74505867

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

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On June 20, 2025 at 10:00 a.m. in Department CX105 of the above-entitled Court, located at
3 the Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701, Plaintiff Juan
4 Escobedo's ("Plaintiff") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees
5 and Costs and Settlement Administration Costs ("Motion") came on for hearing before the Honorable
6 Randall J. Sherman. Blackstone Law, APC appeared on behalf of Plaintiff, and O'Hagan Meyer LLP
7 appeared on behalf of Defendant Block Tops, Inc. ("Defendant").

8 Plaintiff and Defendant (together, the "Parties") have executed the Private Attorneys General
9 Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement").

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

12 **IT IS HEREBY ORDERED THAT:**

13 1. Plaintiff's Motion is granted in its entirety.

14 2. This Order and Judgment incorporates by reference the definitions in the Settlement
15 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and
16 Judgment as set forth in the Settlement Agreement.

17 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
18 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to,
19 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
20 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
21 but not limited to, the facts and theories to support the alleged violations, in conformity with California
22 Labor Code § 2699.3(a).

23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
24 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
25 or appear in the above-captioned action ("Action").

26 5. The individuals covered under the Settlement consist of the following: "all current and
27 former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California
28 at any time during the PAGA Period" ("Aggrieved Employees"). The "PAGA Period" is defined as

1 the period from August 8, 2022 to August 31, 2024.

2 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
3 negotiations.

4 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
5 allocated for payment of penalties under PAGA ("**Net Settlement Amount**"), and determines that it
6 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
7 shall be the Gross Settlement Amount (\$203,000.00) less the approved Attorneys' Fees and Costs to
8 Plaintiff's Counsel and Settlement Administration Costs to ILYM Group, Inc. ("**Settlement**
9 **Administrator**"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to
10 the LWDA ("**LWDA Payment**") and twenty-five percent (25%) of the Net Settlement Amount
11 ("**Employees' Portion**") shall be distributed to the Aggrieved Employees in accordance with this
12 Order and Judgment and the Settlement Agreement.

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

17 9. The Court approves the payment of \$67,666.66 to Plaintiff's Counsel for attorneys'
18 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
19 accordance with this Order and Judgment and the Settlement Agreement.

20 10. The Court approves the payment of \$17,428.19 to Plaintiff's Counsel for
21 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
22 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
23 Judgment and the Settlement Agreement.

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

28 ///

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

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

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

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

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

17. If it is determined by the Settlement Administrator that the total number of Pay Periods worked by the Aggrieved Employees during the PAGA Period actually exceeds 4,368, then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above 4,368 Pay Periods.

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

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

17 20. 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(1)(3).

21 21. A Final Accounting Hearing is set for _____ at _____ in
22 Department CX105 of the above-entitled Court. A Final Report is due to be filed no later than
23 _____ confirming that disbursements were made pursuant to the Settlement.

24 **IT IS SO ORDERED.**

25
26 Dated: _____

Honorable Randall J. Sherman
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.

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].