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8 Telephone: (209) 477-3833

9 Attorneys for Plaintiff JAVIER RAMIREZ

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN JOAQUIN

12 JAVIER RAMIREZ,

13 Plaintiff,

14 vs.

15 PRIME TABLE, LP; P.W. MANAGEMENT,  
16 INC.; and DOES 1-10, inclusive,

17 Defendants.

Case No.: STK-CV-UOE-2025-0010302

NOTICE OF ENTRY OF ORDER

18 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

19 PLEASE TAKE NOTICE that on April 7, 2026, the Court in this matter entered an Order  
20 Approving PAGA Settlement Agreement and Dismissing PAGA Claims with Prejudice, a true and  
21 correct copy of which is attached hereto as **Exhibit A**.

22  
23 DATED: April 8, 2026

MAYALL HURLEY P.C.

24  
25 By

*William J. Gorham III*

WILLIAM J. GORHAM III

VLADIMIR J. KOZINA

Attorneys for Plaintiff Javier Ramirez

# **Exhibit A**

1 MAYALL HURLEY P.C.  
2 WILLIAM J. GORHAM III (SBN: 151773)  
3 VLADIMIR J. KOZINA (SBN: 284645)  
4 2453 Grand Canal Boulevard  
5 Stockton, California 95207-8253  
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8 [vikozina@mayalllaw.com](mailto:vikozina@mayalllaw.com)

9 Attorneys for Plaintiff Javier Ramirez

10 BOUTIN JONES INC.  
11 KIMBERLY A. LUCIA (SBN 266503)  
12 555 Capitol Mall, Suite 1500  
13 Sacramento, California 95814  
14 Tel: (916) 321-4444  
15 Fax: (916) 441-7597  
16 Email: [klucia@boutinjones.com](mailto:klucia@boutinjones.com)

17 Attorneys for Defendants Prime Table, LP,  
18 & P.W. Management, Inc.

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN JOAQUIN**

JAVIER RAMIREZ,

Plaintiff,

v.

PRIME TABLE, LP, a California Corporation;  
P.W. MANAGEMENT, INC.; and DOES 1-10,  
inclusive,

Defendants.

4/7/26  
Filed STEPHAN BOHRER, CLERK  
By [Signature]  
DEPUTY

Case No.: STK-CV-UOE-2025-0010302

**STIPULATION AND ~~PROPOSED~~ ORDER**  
**APPROVING PAGA SETTLEMENT**  
**AGREEMENT AND DISMISSING PAGA**  
**CLAIMS WITH PREJUDICE**



1           b.     \$452.57 shall be paid to Mayall Hurley, P.C. as reimbursement for the  
2 reasonable costs incurred in prosecuting the PAGA claims, representing the \$75 PAGA filing fee, and  
3 one-half of the cost of filing and serving the instant complaint;

4           c.     The remaining \$16,222.43 shall be distributed in accordance with Labor Code  
5 section 2699(i) as follows:

6                i.     65% or \$10,544.58 shall be paid to the California Labor and Workforce  
7 Development Agency;

8                ii.    35% or \$5,677.85 shall be distributed in *pro rata* shares to the PAGA  
9 Employees based on the number of pay periods those employees worked for Defendant during the  
10 period of May 24, 2024, through the date the Court approves this settlement divided by the total  
11 number of pay periods worked by all PAGA Employees during the same timeframe.

12           d.     Settlement Checks issued to PAGA Employees pursuant to this Agreement will  
13 expire one hundred and eighty (180) days from the date they are issued by Defendants. Any  
14 unclaimed funds after the 180-day period shall be remitted by Defendants to the California Unpaid  
15 Wage Fund in the name of the Employee to whom the unclaimed funds were issued.

16           6.     Whereas, Plaintiff also asserted causes of action for individual Labor Code violations,  
17 in his individual capacity. The Parties have separately resolved Plaintiff's individual claims by way  
18 of a confidential settlement agreement, the confidentiality of which is a material term of the  
19 agreement. Plaintiff's non-PAGA settlement does not require approval. "While California Labor  
20 Code § 2699(l)(2) requires this court to approve any settlement agreement with respect to plaintiffs'  
21 PAGA claims, the court is aware of no corresponding provision that imposes any duty on this court to  
22 supervise settlement of plaintiffs' non-PAGA claims." *Tenorio v. Gallardo* (E.D. Cal. Sept. 30,  
23 2019) 2019 WL 4747949, \*3.

24           7.     Whereas, other than the amount Plaintiff is entitled to receive under the PAGA  
25 Settlement Agreement (i.e., his pro-rata share of the PAGA penalties), no separate consideration was  
26 given or offered to Plaintiff in connection with the resolution of the PAGA claims in this action.

27           8.     Whereas, the Parties acknowledge and agree that, if approved, the PAGA Settlement  
28 Agreement will result in the complete and final resolution of the PAGA claims that are or could have

1 been asserted in this action and that the PAGA claims in this action will be dismissed with prejudice.

2 9. Whereas, the Parties agree that the employees bound by this settlement shall include  
3 all employees who worked in a non-exempt position for Defendant in California from May 24, 2024,  
4 through the date the Court approves the PAGA Settlement Agreement ("PAGA Employees").

5 10. Whereas, upon the Effective Date, and as set forth in the attached PAGA Settlement  
6 Agreement, the LWDA, Plaintiff, and each PAGA Employee, shall fully and forever discharge and  
7 release Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) from any  
8 and all claims alleged in this action under PAGA, including without limitation all claims seeking  
9 penalties for alleged Labor Code violations predicated on Plaintiff's PAGA claims, for the time  
10 period from May 24, 2024, through the date the Court approves this Stipulation and Settlement (the  
11 "Released Claims").

12 11. Whereas, the Parties agree and recognize that the effect of the PAGA Settlement  
13 Agreement is limited to those claims for civil that were or could have been asserted under PAGA in  
14 this action, and that this PAGA settlement agreement does not resolve or otherwise bar claims that  
15 could be made by PAGA Employees in their individual capacities.

16 12. Whereas, based on the information, evidence, and data reviewed by counsel for all  
17 Parties, who have significant experience in evaluating PAGA claims, the PAGA Settlement Amount  
18 provides fair and meaningful relief when weighed against the significant risks of continued litigation.  
19 Although Plaintiff's counsel believes their claims have merit, they also recognize that continued  
20 litigation could be lengthy and present a significant risk of no recovery, particularly in light of  
21 Defendants' asserted defenses, the ability of the Court to reduce penalties pursuant to Labor Code  
22 section 2699(e)(2), and in light of Defendants' financial condition. For its part, Defendants strongly  
23 dispute the merits of Plaintiff's claims and the extent of any actual violations, should they exist, but  
24 nonetheless agrees that this settlement is appropriate given the cost and burden of continued litigation  
25 and the inherent risks in any litigation.

26 13. Whereas, pursuant to California Labor Code section 2699(l)(2), Plaintiff's counsel are  
27 providing a copy of this Stipulation and PAGA Settlement Agreement to the LWDA concurrently  
28 with the filing of this Stipulation.

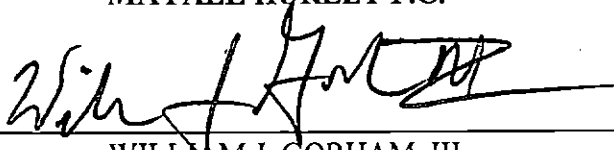
1           14.     Whereas, should the Court not approve the PAGA Settlement Agreement, the Parties  
2 agree to work together in good faith to remedy any concerns the Court may have regarding the  
3 settlement.

4           15.     THEREFORE, the Parties agree and jointly request that the Court issue an order  
5 approving of the PAGA Settlement Agreement attached hereto as **Exhibit 1** and dismissing the  
6 PAGA Claims with prejudice.

7           IT IS SO STIPULATED AND AGREED.

8  
9 DATED: 3/30/2026

MAYALL HURLEY P.C.

10  
11 By 

WILLIAM J. GORHAM, III  
VLADIMIR J. KOZINA  
Attorneys for Plaintiff Javier Ramirez

12  
13  
14 DATED: March 6, 2026

BOUTIN JONES INC.

15  
16  
17 By 

KIMBERLY A. LUCIA

18 Attorneys for Defendants Prime Table LP,  
19 & P.W. Management, Inc.  
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**ORDER**

Having received and reviewed the Parties' Stipulation and the attached PAGA Settlement Agreement ("PAGA Settlement"), and good cause appearing:

IT IS HEREBY ORDERED that:

1. The Court finds the PAGA Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

2. The Court approves the payments to be made to the PAGA Employees and the State of California as set forth in the PAGA Settlement, pursuant to Labor Code § 2699(l).

3. The Court approves all payments to be made to Plaintiff's counsel based on the terms and timelines set forth in the PAGA Settlement.

4. The Court approves and confirms the release and waiver of claims provided for in the PAGA Settlement.

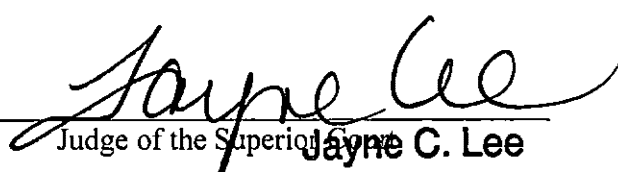
5. Upon entry of this Order, the Parties shall effectuate all terms of the PAGA Settlement based on the provisions and timelines set forth in the PAGA Settlement

6. The PAGA Claims in this action are hereby dismissed with prejudice.

7. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the PAGA Settlement.

IT IS SO ORDERED.

Dated: 4/7/16

  
Judge of the Superior Court  
Jayne C. Lee

**PROOF OF SERVICE**

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 South Church Street, Lodi, California 95240, that is located in the county where the delivery below took place.

On March 30, 2026, I served the following document:

**STIPULATION AND [PROPOSED] ORDER APPROVING PAGA SETTLEMENT  
AGREEMENT AND DISMISSING PAGA CLAIMS WITH PREJUDICE**

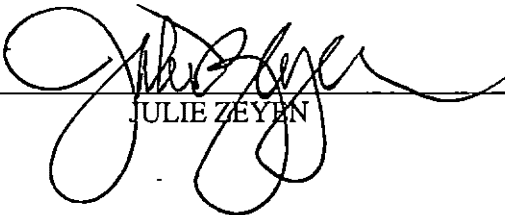
addressed to:

Kimberly A. Lucia  
Rachel D. Busch  
Boutin Jones Inc.  
555 Capitol Mall, Suite 1500  
Sacramento, CA 95814  
Email: [klucia@boutinjones.com](mailto:klucia@boutinjones.com);  
[RBusch@boutinjones.com](mailto:RBusch@boutinjones.com);  
[MPaniagua@boutinjones.com](mailto:MPaniagua@boutinjones.com)  
*Attorneys for Defendants*

☒ **BY EMAIL:** In accordance with Code of Civil Procedure Section 1010.6, on the date specified below, I caused a copy of the document described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is [jzeyen@mayallaw.com](mailto:jzeyen@mayallaw.com).

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 30, 2026, at Lodi, California.

  
JULIE ZEYEN

**PROOF OF SERVICE**

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 South Church Street, Lodi, California 95240, that is located in the county where the delivery below took place.

On April 8, 2026, I served the following document:

**NOTICE OF ENTRY OF ORDER**

addressed to:

Kimberly A. Lucia  
Rachel D. Busch  
Boutin Jones Inc.  
555 Capitol Mall, Suite 1500  
Sacramento, CA 95814  
Email: [klucia@boutinjones.com](mailto:klucia@boutinjones.com);  
[RBusch@boutinjones.com](mailto:RBusch@boutinjones.com);  
[MPaniagua@boutinjones.com](mailto:MPaniagua@boutinjones.com)  
*Attorneys for Defendants*

☒ **BY EMAIL:** In accordance with Code of Civil Procedure Section 1010.6, on the date specified below, I caused a copy of the document described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is [jzeyen@mayallaw.com](mailto:jzeyen@mayallaw.com).

-and-

☒ **BY ONLINE SUBMISSION:** On the date specified below, I caused a copy of the document described above to be sent to the URL address listed below, in accordance with the Labor Code Private Attorneys General Act (PAGA) filing procedures:

State of California  
Department of Industrial Relations  
Private Attorneys General Act (PAGA) – Filing  
Court Order or Judgment in PAGA case  
Via Online Submission:  
<https://dir.govfa.net/433>

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 8, 2026, at Lodi, California.

  
JULIE ZEYEN