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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.	Case No.: STK-CV-UOE-2025-0010302 **STIPULATION AND [PROPOSED] ORDER APPROVING PAGA SETTLEMENT AGREEMENT AND DISMISSING PAGA CLAIMS WITH PREJUDICE**

STIPULATION

Plaintiff Javier Ramirez ("Ramirez" or "Plaintiff") and Defendants Prime Table, LP, and P.W. Management, Inc. ("Defendants") (collectively, the "Parties") hereby stipulate as follows:

1. Whereas, Plaintiff Ramirez is a former non-exempt employee who filed this lawsuit on July 28, 2025, alleging five causes of action, including one under the Labor Code Private Attorneys General Act of 2004 ("PAGA") asserting a right to recover civil penalties on behalf of the State of California and all current and former non-exempt employees of Defendants in California for alleged: (1) meal break violations, (2) failure to furnish accurate itemized wage statements, and (3) failure to pay all wages at termination.

2. Whereas, Defendants dispute that there is any merit to the claims alleged in this lawsuit and deny that either owes any amounts to Plaintiff or the allegedly aggrieved employees in connection with Plaintiff's claims.

3. Whereas, Defendants' counsel produced to Plaintiff's counsel sample data representative for all current and former non-exempt employees who worked for Defendants from May 24, 2024, through October of 2025 (at which time the restaurant Prime Table closed for renovations and subsequently determined it had no present intention to reopen in the near future), including the estimated number of non-exempt employees employed in California by during this period (61), the time records for those employees, wage statements furnished to those employees, and total number of wage statements furnished to those employees. Whereas the Parties engaged in lengthy, arms-length settlement negotiations that concluded on February 18, 2026.

4. Whereas, the Parties have reached a settlement of the PAGA Claims for the total sum of $25,000 ("PAGA Settlement Amount"), a copy of which agreement is attached hereto as **Exhibit 1** ("PAGA Settlement Agreement").

5. Whereas, the Parties agree that, subject to this Court's approval, and as set forth in the attached PAGA Settlement Agreement, Defendants shall distribute the PAGA Settlement Amount as follows within twenty-one (21) days of the Court's order granting approval of the PAGA Settlement:

   a. One-third of the PAGA Settlement Amount ($8,325.00) shall be paid as attorney's fees to Mayall Hurley, P.C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO STIPULATED AND AGREED.

DATED: 3/30/2026

MAYALL HURLEY P.C.

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

DATED: March 6, 2026

BOUTIN JONES INC.

By______________________________
KIMBERLY A. LUCIA

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

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: ____________________ ______________________________

Judge of the Superior Court

Exhibit 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Private Attorneys General Act Settlement Agreement and Release ("Agreement") is made by and between Javier Ramirez ("Plaintiff"), as proxy for the State of California Labor and Workforce Development Agency, and Defendants Prime Table, LP, and P.W. Management, Inc. ("Defendants"). Plaintiff and Defendants are collectively referred to herein as the "Parties" and may be individually referred to as a "Party." This Agreement is made in consideration of the following facts:

A. WHEREAS, certain disputes have arisen between the Parties concerning compliance with California Labor Code §§ 201, 202, 226, and 226.7 as to alleged failures to furnish meal breaks, pay all wages at cessation of employment, and to furnish accurate itemized wage statements.

B. WHEREAS, Plaintiff filed the action entitled *Ramirez v. Prime Table, LP; P.W. Management, Inc.; et al.* Case No. STK-CV-UOE-2025-0010302 which is currently pending in the San Joaquin County Superior Court of the State of California based on the disputes described in Paragraph A above (the "Lawsuit"). In his Complaint, Plaintiff asserted three claims for civil penalties on behalf of herself and other current or former employees ("the PAGA Employees") specifically (1) Failure to Furnish Meal Breaks; (2) Failure to Pay Wages Due at Cessation of Employment; and (3) Failure to Furnish Accurate Itemized Wage Statements As to these claims, Plaintiff asserts a representative claim for civil penalties, injunctive relief, and an award of statutory attorneys' fees and costs payable to himself, the State of California, and the "aggrieved employees" pursuant to the California Private Attorney General Act ("PAGA") set forth in California Labor Code §2698 *et. seq*. ("PAGA Claims"). Defendants deny all the allegations in the Lawsuit and deny that either has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct.

C. WHEREAS, the Parties understand, acknowledge, and agree that this PAGA Settlement Agreement constitutes a compromise of the PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claims that Plaintiff and all PAGA Employees have against Defendants. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendants of liability. WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims, and have arrived at the settlement in extensive, arms-length negotiations taking into account all relevant factors, present and potential.

D. WHEREAS, Plaintiff has, as alleged in the Lawsuit, performed the acts necessary for him to pursue claims under the PAGA on behalf of himself and as proxy to recover civil penalties on behalf of the State of California and all current and former non-exempt employees of Defendants.

Therefore, in consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

1. EFFECTIVE DATE: The effective date of the release of the PAGA Claims shall be the date the Court approves this Agreement and the PAGA Settlement. ("Effective Date").

2. RELEASE: Upon the Effective Date, the California Labor & Workforce Development Agency ("LWDA") and each PAGA Employee, including Plaintiff, shall fully release

and forever discharge any and all claims seeking civil penalties predicated on the alleged California Labor Code violations asserted in the Lawsuit as well as all claims for Labor Code violations that could have been asserted in the Lawsuit, filed July 28, 2025, during the period of May 24, 2024, to the Effective Date, inclusive (hereinafter the "Released PAGA Claims") against Defendants, and Defendants' officers, directors, employees, partners, agents, insurers, attorneys, and any other individual or entity which could be liable under PAGA for the acts or omissions of Defendants (hereinafter "Released Parties").

3. PAGA SETTLEMENT PAYMENT PROCEDURES:

a. In exchange for Plaintiff's and PAGA Employees' release of any and all claims for civil penalties under PAGA asserted or that could have be asserted for alleged violations of California Labor Code including, without limitation, claims under §§ 201, 202, 226, and 226.7 (including PAGA penalties payable in part to the State of California) against the Released Parties (collectively, the "PAGA Claims"), Defendants agree to pay, in accordance with the terms specified below, the total sum of $25,000 (the "PAGA Settlement Sum") to PAGA Employees and the LWDA, as apportioned below. Defendants agree to pay the PAGA Settlement Sum within twenty-one (21) days after the Effective Date.

b. A portion of the PAGA Settlement Sum will be allocated to attorney's fees and costs as compensation for the reasonable attorneys' fees and costs incurred in connection with work performed to litigate the Representative PAGA Claim. Defendants agree not to oppose an award of fees of up to one-third (1/3) of the PAGA Settlement Sum, i.e., the sum of $8,325.00, and costs of up to $452.57 subject to the Court approving this settlement. Defendants will pay this amount to Mayall Hurley P.C. no later than twenty-one (21) days following the Effective Date, only after all of the following conditions have been met: (1) Plaintiff's counsel has provided Defendants' counsel with a completed and executed IRS Form W-9; and (2) the Court has granted approval of the settlement of the PAGA Settlement. This payment will be reported on IRS Form 1099.

c. The balance of the PAGA Settlement Sum, i.e., $16,222.43, shall be allocated to civil penalties. Sixty-Five percent (65%) will be paid to the California Labor & Workforce Development Agency in satisfaction of all PAGA Claims. Defendants' payment of the LWDA shall be made from the PAGA Fund within forty-five (45) days of the Effective Date. Twenty-Five percent (35%) of the penalties are to be paid to the PAGA Employees (the "PAGA Employees Payment") as described below.

d. PAGA Employees shall each receive a *pro rata* share of the amount of the PAGA Employees Payment. Each PAGA Employee's *pro rata* share shall be determined based on the number of pay periods that he or she worked from May 24, 2024, through the Effective Date, relative to the total number of pay periods worked by all PAGA Employees during the same timeframe. These amounts paid to each PAGA Employee shall be issued via an IRS Form 1099, where required by law. There are approximately 61 unique PAGA Employees.

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

4. COURT APPROVAL: Should the Court not approve this Agreement, the Parties shall request leave and work jointly to attempt to remedy the PAGA settlement in order to obtain the Court's approval.

5. REPRESENTATIONS AND WARRANTIES: In further consideration for payment of the PAGA settlement amounts, Plaintiff represents and warrants that she has the right and exclusive authority to execute this Agreement. Each Party to this Agreement also represents and warrants to, and agrees with, each other Party hereto as follows:

a. Each Party has carefully read, and knows and understands the full contents of, this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from her or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

b. In executing this Agreement and in making the settlement provided for herein, no Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other Party), except as expressly stated in this Agreement.

c. Each Party to this Agreement has investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary.

d. Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

6. CHOICE OF LAW: The rights and obligations of the Parties and the PAGA Employees under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

7. COOPERATION: Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

8. SEVERANCE: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

9. NON-ADMISSION OF WRONGDOING: The Parties agree that this Agreement does not constitute an admission by Defendants or any of the Released Parties of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance

or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff or Released Parties.

10. ADDITIONAL TERMS:

a. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

b. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

c. This Agreement may be executed in counterparts. A signature by way of facsimile, electronic signature, photocopy, or electronic transmission shall serve as an original for all purposes.

d. Headings in this Agreement are included solely for convenience and shall not control the meaning or interpretation of any provision of this Agreement.

11. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Plaintiff acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept the terms of this Agreement, except for the representations, promises, and agreements herein. Any modification to this Agreement must be in writing and signed by Plaintiff and an authorized representative of Defendants.

AGREEMENT CONTINUES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

DATED: 3/9/26

Javier Ramirez

DATED:

Prime Table LP

By: ______________________

Its: ______________________

DATED:

P.W. Management, Inc.

By: ______________________

Its: ______________________

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

DATED:

____
Javier Ramirez

DATED: 3/12/2026

Prime Table LP

By: DocuSigned by: Phillip Wong 8341B865AE764B6...

Its: General Partner

DATED: 3/12/2026

P.W. Management, Inc.

By: DocuSigned by: Phillip Wong 8341B865AE764B6...

Its: President

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;
RBusch@boutinjones.com;
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.

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