

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Alexandra Rose FIRM NAME: Blackstone Law, APC STREET ADDRESS: 8383 Wilshire Blvd., Suite 745 CITY: Beverly Hills TELEPHONE NO.: (310) 622-4278 EMAIL ADDRESS: arose@blackstonepc.com ATTORNEY FOR (name): Plaintiff ALEXANDER DAVIS SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 9th Street MAILING ADDRESS: 720 9th Street CITY AND ZIP CODE: Sacramento, 95814 BRANCH NAME: Gordon D. Schaber Courthouse	STATE BAR NUMBER: 329407 STATE: CA ZIP CODE: 90211 FAX NO.: (855) 786-6356 FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Alexander Davis DEFENDANT/RESPONDENT: JAJ Roofing dba Citadel Roofing and Solar	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 23CV011004

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): July 25, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: July 25, 2025

Alexandra Rose

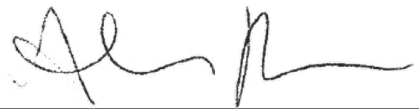
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

 (SIGNATURE)

EXHIBIT A

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Alexander Davis

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ALEXANDER DAVIS, individually and on
behalf of similarly situated individuals and
members of the general public,

Plaintiff,

vs.

JAJ ROOFING DBA CITADEL ROOFING
AND SOLAR, a California corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 23CV011004

Honorable Lauri A. Damrell
Department 22

**~~[REVISED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT, PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION
EXPENSES PAYMENT, PAGA
REPRESENTATIVE SERVICE AWARD,
AND ADMINISTRATION EXPENSES
PAYMENT**

Reservation No.: A-11004-001
Date: July 11, 2025
Time: 9:00 a.m.
Department: 22

Complaint Filed: November 2, 2023
FAC Filed: December 27, 2023
Trial Date: Not Set

**~~[REVISED PROPOSED]~~ ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT, PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES
PAYMENT, PAGA REPRESENTATIVE SERVICE AWARD, AND ADMINISTRATION EXPENSES
PAYMENT**

FILED
Superior Court of California
County of Sacramento
07/25/2025
J. Servantez, Deputy

~~PROPOSED~~ ORDER AND JUDGMENT

On July 11, 2025 at 9:00 a.m. in Department 22 of the above-entitled Court, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California 95814, Plaintiff Alexander Davis' ("**Plaintiff**") Motion for Approval of PAGA Settlement, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Award, and Administration Expenses Payment ("**Motion**") came on for hearing before the Honorable Lauri A. Damrell. Blackstone Law, APC appeared on behalf of Plaintiff, and Kring & Associates, APC appeared on behalf of Defendant JAJ Roofing dba Citadel Roofing and Solar ("**Defendant**").

Plaintiff and Defendant (together, the "**Parties**") have executed the PAGA Settlement Agreement ("**Settlement**," "**Agreement**," or "**Settlement Agreement**").

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

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion is granted in its entirety.
2. This Order and Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and Judgment as set forth in the Settlement Agreement.
3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to, providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).
4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("**Action**").

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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 October 20, 2022 until December 16, 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 Gross Settlement Amount (\$995,000.00) less the approved PAGA Counsel Fees Payment
11 and PAGA Counsel Litigation Expenses Payment to PAGA Counsel, PAGA Representative Service
12 Award to Plaintiff, and Administration Expenses Payment to ILYM Group, Inc. (“**Administrator**”).
13 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“**LWDA**
14 **PAGA Payment**”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed
15 to the Aggrieved Employees in accordance with this Order and Judgment and the Settlement
16 Agreement.

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

21 9. The Court approves the payment of \$331,666.67 to PAGA Counsel for attorneys’ fees,
22 subject to Paragraph 4.1 of the Settlement Agreement. This amount shall be paid from the Gross
23 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
24 Settlement Agreement.

25 10. The Court approves the payment of \$27,371.43 to PAGA Counsel for reimbursement
26 of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the
27 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
28 Settlement Agreement.

1 11. The Court approves the payment in the amount of \$5,000.00 to Plaintiff for a PAGA
2 Representative Service Award. This amount shall be paid from the Gross Settlement Amount and
3 shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment in the amount of *up to* \$10,000.00 to the Administrator
5 for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement
6 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
7 Agreement.

8 13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**,
9 and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that
10 it distributes Individual PAGA Payment checks to the Aggrieved Employees.

11 14. Within thirty (30) calendar days of this Order and Judgment, Defendant will deliver the
12 Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet,
13 containing each Aggrieved Employee's full name, last-known mailing address, Social Security
14 number, and any other information as is necessary for the Administrator to calculate PAGA Pay
15 Periods (collectively, "**Aggrieved Employee Data**").

16 15. Within thirty (30) calendar days after the Effective Date or within seven (7) calendar
17 days after the Administrator provides Defendant's counsel with all information needed for funding the
18 Gross Settlement Amount, including complete payment instructions, whichever is later, Defendant
19 will fully fund the Gross Settlement Amount by transmitting the funds to the Administrator.

20 16. Within fourteen (14) calendar days after Defendant funds the Gross Settlement
21 Amount, the Administrator will distribute the Individual PAGA Payments, the LWDA PAGA
22 Payment, the PAGA Representative Service Award, the Administration Expenses Payment, the PAGA
23 Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

24 17. Each Individual PAGA Payment check will be valid and negotiable for one hundred
25 and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled.
26 Any funds associated with such canceled checks will be distributed by the Administrator to
27 Interdisciplinary Center for Healthy Workplaces at the University of California, Berkeley.

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1 18. If the actual number of PAGA Pay Periods worked by the Aggrieved Employees during
2 the PAGA Period actually exceeds 57,345 by more than 12.5% (i.e., by more than 7,168 PAGA Pay
3 Periods), then the Gross Settlement Amount will be increased on a pro rata basis equal to the
4 percentage increase in the number of PAGA Pay Periods worked by the Aggrieved Employees above
5 12.5%.

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

7 20. On the Effective Date and date Defendant fully funds the Gross Settlement Amount, all
8 Aggrieved Employees and the State of California with respect to the Aggrieved Employees, will be
9 deemed to release, on behalf of themselves and their respective former and present representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns, Defendant and each of its former and
11 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
12 successors, assigns, subsidiaries, and affiliates (collectively, the “Released Parties”) from all claims
13 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated
14 in the Operative Complaint and the PAGA Notice, arising during the PAGA Period, including any
15 claims for civil penalties based on Defendant’s (1) failure to pay for all time worked at correct rates
16 of pay, including minimum wages, straight time wages, and overtime compensation; (2) failure to
17 provide meal periods and pay meal period premiums; (3) failure to authorize and permit rest periods
18 and pay rest period premiums; (4) failure to timely pay wages during employment; (5) failure to
19 provide accurate itemized wage statements; (6) failure to maintain accurate records; (7) failure to
20 reimburse necessary expenditures; and (8) failure to timely pay all wages upon termination of
21 employment (collectively, the “Released PAGA Claims”).

22 21. On the Effective Date and date Defendant fully funds the Gross Settlement Amount,
23 Plaintiff, individually, and on behalf of his respective former and present spouses, representatives,
24 agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally,
25 will also be deemed to release and discharge the Released Parties from all claims, transactions, or
26 occurrences that occurred prior to Plaintiff’s execution of the Settlement Agreement, including, but
27 not limited to: all claims that were alleged, or reasonably could have been alleged, based on the facts
28 contained in the Operative Complaint and the PAGA Notice (collectively, the “Plaintiff’s Release”).

1 The Plaintiff's Release does not extend to any claims or actions to enforce the Settlement Agreement,
2 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
3 benefits, or workers' compensation benefits that arose at any time.

4 22. On the Effective Date and date Defendant fully funds the Gross Settlement Amount,
5 PAGA Counsel is deemed to release, on behalf of their present and former attorneys, employees,
6 agents, successors, and assigns, the Released Parties from all claims for fees and/or expenses incurred
7 in connection with this Action, other than those provided in Paragraphs 9 and 10 of this Order and
8 Judgment.

9 23. No individualized notice of this Order and Judgment is required to be provided to the
10 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
11 system established for the filing of notices and documents, in conformity with California Labor Code
12 § 2699(1)(3).

13 24. The class claims asserted by Plaintiff in the operative complaint in this matter are
14 hereby dismissed without prejudice.

15 25. A Compliance Hearing is set for March 27, 2026 at 10:30 a.m. in Department 22 located
16 at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California
17 95814. A declaration regarding the status of the distribution of the settlement funds is due to be filed
18 no later than fifteen (15) calendar days prior to the Compliance Hearing.

19
20 **IT IS SO ORDERED.**

21
22 Dated: 7/25/25



23 
24 Honorable Lauri A. Damrell
25 Judge of the Superior Court
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EXHIBIT 1

This settlement does not release any non-PAGA individual claims that you might have against Defendant.

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

Re: Settlement Payment from *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court Case No. 23CV011004

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 *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court Case No. 23CV011004 (“Action”).

The Action was filed on November 2, 2023 by Alexander Davis (“Plaintiff”) against his former employer JAJ Roofing dba Citadel Roofing and Solar (“Defendant”). Plaintiff, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, sought recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. The Court did not determine whether any violations did or did not occur. Rather, a settlement was reached between Plaintiff and Defendant to resolve Plaintiff’s claims without spending further time, money, and energy on lengthy litigation. On <<Date>>, the settlement was approved by the Court.

You are receiving a portion of the settlement because you have been identified as a current and former hourly-paid and/or non-exempt employee who worked for Defendant in the State of California during the period October 20, 2022 until December 16, 2024 (the “PAGA Period”). Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. It 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 << the Effective Date and date Defendant fully funds the Gross Settlement Amount >>, the Released Parties were released from the Released PAGA Claims.

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

“Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, arising during the PAGA Period, including any claims for civil penalties based on Defendant’s (1) failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods and pay meal period premiums; (3) failure to authorize and permit rest periods and pay rest period premiums; (4) failure to timely pay wages during employment; (5) failure to provide accurate itemized wage statements; (6) failure to maintain

accurate records; (7) failure to reimburse necessary expenditures; and (8) failure to timely pay all wages upon termination of employment.

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 will be transmitted to the Interdisciplinary Center for Healthy Workplaces. **Therefore, if you want to receive the funds from this check, you must cash it on or before [date].**

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 [Administrator] at [toll-free phone number].

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I, Stephany Sinaguinan, certify and declare as follows:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

on the interested parties as follows:

Kerri N. Kramer

*Attorneys for Defendant JAJ ROOFING dba
CITADEL ROOFING AND SOLAR*

Irvine, CA 92606

Fax: (949) 393-1430

E-mails: kkring@kringandassociates.com

kkramer@kringandassociates.com

mbennett@kringandassociates.com

eserve@kringandassociates.com

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to the addressee(s) listed above via email from email address ssina@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The foregoing document was transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 25, 2025 at Beverly Hills, California.

Sinaguan

Stephany Sinaguinan