

Karen I. Gold (State Bar No. 258360)
kgold@blackstonepc.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
James S. Winn Jr. (State Bar No. 349690)
jwinn@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 JOSE RAMIREZ,
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 SAN DIEGO**

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

Plaintiff,

vs.

A.J. KIRKWOOD & ASSOCIATES, INC.;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CU012580C

Honorable Wendy M. Behan
Department C-66

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

Date: April 24, 2026
Time: 10:15 a.m.
Department: C-66

Complaint Filed: September 23, 2024
Trial Date: Not Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On April 24, 2026 at 10:15 a.m. in Department C-66 of the above-captioned Court located at
3 the 330 W Broadway, San Diego, California 92101 Plaintiff Jose Ramirez's ("Plaintiff") Motion for
4 Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Service Award, and
5 Settlement Administration Costs ("Motion") came on for hearing before the Honorable Wendy M.
6 Behan. Blackstone Law, APC appeared on behalf of Plaintiff, and Fisher & Phillips LLP appeared on
7 behalf of Defendant A.J. Kirkwood & Associates, 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(s)(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 July 17, 2023 through August 23, 2025.

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(s)(2), the Court has reviewed the
5 amount remaining from the escalated Gross Settlement Amount after deducting the Attorneys' Fees
6 and Costs, Service Award, and Settlement Administration Costs ("**Net Settlement Amount**"), and
7 determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement
8 Amount, which shall be the Gross Settlement Amount (\$235,000.00) plus an additional Six Thousand
9 Sixteen Dollars and Zero Cents (\$6,016.00) (total, \$241,016.00) less the approved Attorneys' Fees
10 and Costs to Plaintiff's Counsel, Service Award to Plaintiff, and Settlement Administration Costs to
11 ILYM Group, Inc. ("**Settlement Administrator**"). Sixty-five percent (65%) of the Net Settlement
12 Amount shall be distributed to the LWDA ("**LWDA Payment**") and thirty-five percent (35%) of the
13 Net Settlement Amount shall be distributed to the Aggrieved Employees ("**Employees' Portion**") in
14 accordance with this Order and Judgment and the Settlement Agreement.

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

19 9. The Court approves the payment of \$84,355.60 to Plaintiff's Counsel for attorneys'
20 fees, subject to Section 4(a)(6) of the Settlement Agreement. This amount shall be paid from the
21 escalated Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment
22 and the Settlement Agreement.

23 10. The Court approves the payment of \$18,434.86 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.

27 ///

28 ///

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

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

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

11 14. No later than seven (7) calendar days after this Order, Defendant will diligently and in
12 good faith compile from its records and provide to the Settlement Administrator a list of all Aggrieved
13 Employees containing the following information for each Aggrieved Employee: (i) first and last name;
14 (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) start and
15 end dates of employment; and (vi) number of Pay Periods (collectively, “PAGA List”).

16 15. No later than thirty (30) calendar days after this Order, Defendant shall transmit the
17 escalated Gross Settlement Amount (\$241,016.00) to a qualified settlement account established by the
18 Settlement Administrator for administration of the Settlement. If the date by which payment by
19 Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due
20 date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in
21 the State of California.

22 16. No later than seven (7) calendar days of receiving the PAGA List and escalated Gross
23 Settlement Amount, the Settlement Administrator will distribute the Individual PAGA Payments along
24 with the Cover Letter to Aggrieved Employees, the LWDA Payment to the LWDA, the Service Award
25 to Plaintiff, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, and the Settlement Administration
26 Costs to itself.

27 ///

28 ///

1 17. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain
2 valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated
3 with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property
4 Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective
5 Individual PAGA Payment(s).

6 18. Since it is determined that the total number of Pay Periods worked by the Aggrieved
7 Employees during the PAGA Period actually exceeds 13,709 by more than 10% (i.e., if the Pay Periods
8 exceed 15,080), the Gross Settlement Amount will increase proportionally by the Pay Periods in
9 excess of the 10% threshold. In this instance, the number of Pay Periods increased by 12.56% through
10 the PAGA Period, and therefore the Gross Settlement Amount shall increase by 2.56% or Six
11 Thousand Sixteen Dollars and Zero Cents (\$6,016.00).

12 19. As of the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff,
13 the State of California with respect to the Aggrieved Employees, and Aggrieved Employees will be
14 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
15 Defendant and all of its past, present, and future parents, predecessors, successors, and their current
16 and former officers, directors, members, employees, and agents (collectively, the "Released Parties")
17 of any and all claims for civil penalties under the PAGA, arising during the PAGA Period, alleged in
18 the Operative Complaint and LWDA Notice or that could have reasonably been alleged in the
19 Operative Complaint and LWDA Notice based on the facts and allegations set forth therein, including
20 but not limited to claims for failure to pay overtime wages; failure to pay minimum wages; any claims
21 for additional wages owed due to "off the clock" work; rounding and/or any other theory alleged in
22 the Operative Complaint and LWDA Notice; failure to provide meal periods or compensation in lieu
23 thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages
24 due; waiting time penalties; failure to pay timely wages during employment; wage statement
25 violations; failure to keep and maintain accurate payroll records; failure to reimburse expenses;
26 violation of California Labor Code §§ 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 510,
27 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable
28 Industrial Welfare Commission Wage Order (collectively, the "PAGA Released Claims").

1 20. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
3 system established for the filing of notices and documents, in conformity with California Labor Code
4 § 2699(1)(3).

5 21. A Compliance Hearing is set for _____ at _____ in Department
6 C-66 located at the 330 W Broadway, San Diego, California 92101. The Settlement Administrator
7 shall file a Final Report by _____.

8 **IT IS SO ORDERED.**

9 Dated: _____

Honorable Wendy M. Behan
Judge of the Superior Court

EXHIBIT 1

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

Re: Settlement Payment from *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court Case No. 24CU012580C

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 *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court Case No. 24CU012580C (“Action”).

The lawsuit was filed on September 23, 2024 by Jose Ramirez (“Plaintiff”) against his former employer A.J. Kirkwood & Associates, Inc. (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on July 17, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1040176-24 (“LWDA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA 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 July 17, 2023 through August 23, 2025 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 full funding of the Gross Settlement Amount and entry of the Order and Judgment>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the PAGA Released Claims.

“Released Parties” means Defendant and all of its past, present, and future parents, predecessors, successors, and their current and former officers, directors, members, employees, and agents.

“PAGA Released Claims” means Plaintiff, the State of California with respect to the Aggrieved Employees, and Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and the Released Parties of any and all claims for civil penalties under PAGA, arising during the PAGA Period, alleged in the Operative Complaint and LWDA Notice or that could have reasonably been alleged in the Operative Complaint and LWDA Notice based on the facts and allegations

COVER LETTER

set forth therein, including but not limited to claims for failure to pay overtime wages; failure to pay minimum wages; any claims for additional wages owed due to “off the clock” work; rounding and/or any other theory alleged in the Operative Complaint and LWDA Notice; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due; waiting time penalties; failure to pay timely wages during employment; wage statement violation; failure to keep and maintain accurate payroll records; failure to reimburse expenses; violation of California Labor Code §§ 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 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].