

**FILED**  
Superior Court of California  
County of Sacramento  
**10/23/2024**  
V. Aleman, Deputy

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

CARL DAVIS, individually, and on behalf of all  
others similarly situated,

Plaintiffs,

v.

HOMETOWN AMERICA MANAGEMENT,  
L.P., a Delaware corporation; and DOES 1  
through 10, inclusive,

Defendants.

Case No. 34-2022-00327467-CU-OE-GDS

**CLASS ACTION**

*[Assigned for all purposes to Hon. Lauri A.  
Damrell, Dept. 22]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

**FINAL APPROVAL HEARING**

Date: October 11, 2024  
Time: 9:00 a.m.  
Dept.: 22

1 On or around May 3, 2024, this Court issued an Order Granting Preliminary Approval of  
2 Class Action Settlement. Plaintiff Carl Davis (“Plaintiff”) now seeks an order granting final approval  
3 of the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and  
4 Defendant (the “Settlement Agreement”). The Settlement Agreement is attached to the Declaration  
5 of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement  
6 as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and  
8 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class  
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings  
10 had herein, and the absence of any written objections received regarding the proposed settlement,  
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the  
16 Settlement Class Members, and Defendant Hometown America Management, L.P. (“Defendant”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and  
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval  
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement  
20 Agreement attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final  
21 Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in  
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and  
24 enhancements as set forth below.

25 5. Plaintiff and all Participating Class Members shall have, by operation of this Final  
26 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant  
27 from all Released Claims as defined in the Settlement.

28 6. Effective upon the date of final approval by the Court of this Stipulation of Settlement,

1 and except as to such rights or claims as may be created by this Stipulation of Settlement, the  
2 Settlement Class and each member of the Settlement Class who has not submitted a valid Request  
3 for Exclusion fully release and discharge the Released Parties from all claims under state, federal  
4 and local law that were or could have been asserted based on the facts and allegations made in the  
5 Action, and any amendments thereto, as to the Class Members, including without limitation,  
6 California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512,  
7 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, 2802, California Industrial  
8 Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, California Code of Civil  
9 Procedure section 1021.5, and Business and Professions Code sections 17200, *et seq.*, and including  
10 all claims for or related to alleged unpaid wages, overtime or double time wages, minimum wages,  
11 regular rate of pay, timely payment of wages during employment, timely payment of wages at  
12 separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-  
13 clock work, payroll deductions, wage statements, payroll records and recordkeeping, failure to pay  
14 additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for  
15 payments received under the Settlement, unfair competition, unfair business practices, unlawful  
16 business practices, fraudulent business practices, conversion, class actions, representative actions,  
17 aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated  
18 damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties,  
19 and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the  
20 Action (collectively “Released Class Claims”), from April 4, 2018 through the date the Court  
21 preliminarily approves the Settlement (“Class Release Period”). Expressly excluded from the release  
22 are claims for retaliation, discrimination, unemployment insurance, disability, workers’  
23 compensation, and claims outside the Released Claims.

24         7.       Effective upon the date of final approval by the Court of this Stipulation of Settlement,  
25 the claims to be released by the PAGA Members include all claims arising during the PAGA Period  
26 seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the  
27 LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf  
28 of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts

1 alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under  
2 the California Labor Code including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226.3,  
3 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, 2802 (as  
4 alleged in the Complaint) and the wage orders of the California Industrial Welfare Commission and  
5 any other Labor Code section or Wage Order based the facts alleged in the Action (collectively  
6 “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or  
7 on behalf of Plaintiff and all PAGA Members from April 4, 2021, through the date the Court  
8 preliminarily approves the Settlement (“PAGA Release Period”) and for the entire PAGA Release  
9 Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her  
10 settlement checks sent pursuant to this Settlement and regardless of whether any such PAGA  
11 Member opts out or attempts to exclude themselves/himself/ herself from the Settlement.

12 8. As of the Effective Date, all members of the Settlement Class, except those that made  
13 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,  
14 discharge, and promise never to assert in any forum or otherwise make a claim against any of the  
15 Released Parties for any of the Released Claims arising during the Settlement Period. Only one  
16 Class Member has excluded themselves from the Settlement and no Class Member has objected to  
17 the Settlement.

18 9. The Parties shall bear their own respective attorneys’ fees and costs, except as  
19 otherwise provided for in the Settlement and approved by the Court.

20 10. Solely for purposes of effectuating the settlement, the Court finally certified the  
21 following Class: all persons employed by Defendant in California as a non-exempt employee from  
22 April 4, 2018 through preliminary approval of the Settlement.

23 11. No Class Members have objected to the terms of the Settlement.

24 12. The Notice provided to the Class conforms with the requirements of California Rules  
25 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by  
26 providing individual notice to all Class Members who could be identified through reasonable effort,  
27 and by providing due and adequate notice of the proceedings and of the matters set forth therein to  
28 the Class Members. The Notice fully satisfies the requirements of due process.

1           13.     The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the  
2 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment  
3 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement  
4 Payments to the Participating Class Members in accordance with the terms of the Settlement.

5           14.     Defendants shall pay a total of \$495,000.00 to resolve this litigation and to separately  
6 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

7           15.     From the Gross Settlement Amount, \$30,000.00 shall be paid to the California Labor  
8 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of  
9 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of  
10 2004, California Labor Code section 2698, *et seq.*

11          16.     From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff for his  
12 service as class representatives and for his agreement to release claims.

13          17.     From the Gross Settlement Amount, \$10,250.00 shall be paid to the Settlement  
14 Administrator, CPT Group, Inc. ("CPT").

15          18.     The Court hereby confirms Justin F. Marquez and Arsiné Grigoryan of Wilshire Law  
16 Firm, PLC as Class Counsel.

17          19.     From the Gross Settlement Amount, Class Counsel is awarded \$165,000.00 for their  
18 reasonable attorneys' fees and ~~\$20,000.00~~ <sup>\$11,457.68</sup> for their reasonable costs incurred in the Action. The fees  
19 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that  
20 the fees are reasonable in light of the benefit provided to the Class.

21          20.     Notice of entry of this Final Approval Order and Judgment shall be given to Class  
22 Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a  
23 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and  
24 Judgment.

25          21.     Without affecting the finality of this Order in any way, this Court retains continuing  
26 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect  
27 to all Parties to this action, and their counsel of record.

1           22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted  
2 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

3           **IT IS SO ORDERED.**

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5       DATE: 10/23/2024

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Hon. Lauri A. Damrell  
Sacramento County Superior Court



**PROOF OF SERVICE**

*Carl Davis v. Hometown America Management, L.P.*  
34-2022-00327467-CU-OE-GDS

STATE OF CALIFORNIA            )  
                                                  ) ss  
COUNTY OF LOS ANGELES    )

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12<sup>th</sup> Floor, Los Angeles, California 90010. My electronic service address is sandy.sespene@wilshirelawfirm.com.

On September 18, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Cary G. Palmer (SBN 186601)  
[cary.palmer@jacksonlewis.com](mailto:cary.palmer@jacksonlewis.com)  
Keelia K. Lee (SBN 346549)  
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*Attorneys for Defendant*

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

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

Executed on September 18, 2024, at Los Angeles, California.

  
\_\_\_\_\_  
Sandy S. Sespene