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

11 CHEQUITA DAVIS, individually, and on
12 behalf of other members of the general public
13 similarly situated, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

14 Plaintiff,

15 vs.

16 SUMMIT THERAPEUTIC SERVICES, INC.,
17 a California corporation; and DOES 1 through
18 10, inclusive,

19 Defendants.

Case No.: 24CV005991

Assigned to the Hon. Peter K. Southworth

**~~AMENDED PROPOSED~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT AND GENERAL RELEASE
PAYMENT**

Date: August 28, 2026
Time: 9:00 a.m.
Place: Department 8B

Complaint Filed: March 28, 2024
Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
09/08/2026
A. O'Donnell, Deputy

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment and General Release Payment (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefor, it is hereby

ORDERED AS FOLLOWS:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,

1 the Court finds that the settlement was reached following meaningful discovery and investigation
2 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
3 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
4 adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
7 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
8 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
9 sufficient information about the nature and magnitude of the claims being settled, as well as the
10 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
11 which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
13 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
14 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
15 conditions, and provisions of the Settlement Agreement, including the funding of the \$1,400,000 Gross
16 Settlement Amount by Defendant. The Court also finds that settlement now will avoid additional and
17 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
18 the case. Additionally, after considering the monetary recovery provided by the settlement in light of the
19 challenges posed by continued litigation, the Court concludes that the settlement provides Class
20 Members with fair and adequate relief.

21 9. The Settlement Agreement is not an admission by Defendant or by any other Released
22 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
23 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
24 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
25 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
26 whatsoever by or against Defendant or any of the other Released Parties.

27 10. With the exception of the one individual who opted out of the Settlement Class, Vesta
28 Allen, final approval shall be with respect to: All persons who worked for Defendant as non-exempt,

hourly paid employees in California at any time during the period from March 28, 2020 to September 3, 2025.

11. Plaintiff Chequita Davis is an adequate and suitable representative and is hereby appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that her interests are aligned with those of the Settlement Class.

12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of \$10,000 for her service on behalf of the Settlement Class and for a general release.

13. The Court finds that the attorneys at Capstone Law APC have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

14. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to PAGA Members.

15. The Court hereby awards \$466,667 in attorneys' fees and \$15,842.97 in costs and expenses to Capstone Law APC.

16. The Court approves settlement administration costs and expenses in the amount of \$9,950 to CPT Group, Inc.

17. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and Judgment shall be forever binding on all Participating Class Members. These Participating Class Members have released and forever discharged the Released Parties for any and all Released Class Claims during the Class Period:

All claims, rights, demands, liabilities, and causes of action that were alleged in the

operative complaint in the Action or that could have been brought in the Action based on the same facts and matters alleged therein, against the Released Parties. The Released Class Claims include, but are not limited to, claims for violation of, or recovery under, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245–249, 256, 510, 512, 516, 551, 552, 556, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1450, 1451, 1454, 2802, 2810.5; the corresponding provisions of the IWC Wage Order(s); and Business & Professions Code section 17200- 17208. The Released Class Claims also include, but are not limited to, the following claims for relief: (1) unpaid overtime; (2) unpaid minimum wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) non-compliant wage statements and failure to maintain accurate payroll records; (6) wages not timely paid upon termination; (7) failure to timely pay wages during employment; (8) unreimbursed business expenses; (9) unlawful business practices; (10) unfair business practices; (11) failure to properly calculate paid sick leave and provide written notice of paid sick leave; (12) failure to pay the proper regular rate; (13) off-the-clock work; and (14) all damages, penalties, restitution, attorneys’ fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California, and federal law.

18. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period:

All claims, rights, demands, liabilities, and causes of action for civil penalties under the California Labor Code Private Attorneys General Act, Labor Code sections 2698 *et seq.*, that were alleged in the operative complaint in the Action or Plaintiff’s PAGA notice to the LWDA or that could have been brought in the Action based on those same facts and matters alleged therein, against the Released Parties. The Released PAGA Claims include claims for civil penalties for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245–249, 256, 510, 512, 516, 551, 552, 556, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1450, 1451, 1454, 2802, 2810.5. The Released PAGA Claims also include the following claims for relief under the California Labor Code Private Attorneys General Act, Labor Code sections 2698 *et seq.*: (1) unpaid overtime; (2) unpaid minimum wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) non-compliant wage statements and failure to maintain accurate payroll records; (6) wages not timely paid upon termination; (7) failure to timely pay wages during employment; (8) unreimbursed business expenses; (9) unlawful business practices; (10) unfair business practices; (11) failure to properly calculate paid sick leave and provide written notice of paid sick leave; (12) failure to pay the proper regular rate; (13) off-the-clock work; and (14) all damages, penalties, restitution, attorneys’ fees, interest, and other amounts recoverable in connection with the above released claims.

19. Judgment in this matter is entered in accordance with the above findings.

20. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Class Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

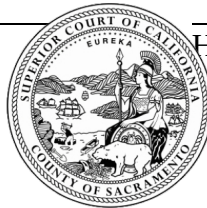
1 21. This document shall constitute a judgment (and separate document constituting said
2 judgment) for purposes of California Rules of Court, Rule 3.769(h).

3 22. The Settlement Administrator shall give notice of this Order and Judgment to Class
4 Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this
5 Order and Judgment on the Settlement Administrator's website.

6 The Court sets a Compliance Hearing for July 23, 2027, at 10:30 a.m.

7 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

8 Dated: 09/08/2026



Hon. Peter K. Southworth
Sacramento County Superior Court Judge