

1 JACKSON LEWIS P.C.
CARY G. PALMER (SBN 186601)
2 KEELIA K. LEE (SBN 346549)
400 Capitol Mall, Suite 1600
3 Sacramento, CA 95814
Telephone: (916) 341-0404
4 Facsimile: (916) 341-0141
E-mail: *cary.palmer@jacksonlewis.com*
5 E-mail: *keelia.lee@jacksonlewis.com*

6 Attorneys for Defendant
HOMETOWN AMERICA MANAGEMENT, L.P.

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SACRAMENTO

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

12 *Plaintiff,*

13 v.

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

16 *Defendants.*

Case No. 34-2022-00327467

ASSIGNED FOR ALL PURPOSES TO:
JUDGE LAURI A. DAMRELL
DEPARTMENT 22

**NOTICE OF ENTRY OF JUDGMENT
AND ORDER**

Complaint Filed: September 29, 2022
FAC Filed: January 17, 2023
Trial Date: Not Set

18
19 TO PLAINTIFF CARL DAVIS AND HIS ATTORNEYS OF RECORD:

20 NOTICE IS HEREBY GIVEN that, on October 23, 2024, the Court entered a Judgment
21 and Order Granting Plaintiff's Motion for Final Approval of Class Action, a true and correct copy
22 of which is attached hereto as Exhibit A.

23 Dated: October 29, 2024

JACKSON LEWIS P.C.

24
25 By: 

Cary G. Palmer
Keelia K. Lee

26 Attorneys for Defendant
27 HOMETOWN AMERICA
28 MANAGEMENT, L.P.

EXHIBIT A

Electronically Received 09/18/2024 05:24 PM

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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~~ ^{\$11,457.68} 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.**

4
5 DATE: 10/23/2024



6 _____
7 Hon. Lauri A. Damrell
8 Sacramento County Superior Court

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PROOF OF SERVICE

I, Gail Kristine Baum, declare:

I am employed in the County of Sacramento, State of California. I am over the age of 18 years and not a party to the within action; my business address is Jackson Lewis P.C., 400 Capitol Mall, Suite 1600, Sacramento, California 95814.

On October 29, 2024, I served the within:

NOTICE OF ENTRY OF JUDGMENT AND ORDER

on the parties in said action:

X	by forwarding a true and correct copy thereof electronically from e-mail address <i>gail.baum@jacksonlewis.com</i> to the persons at the e-mail addresses set forth below, pursuant to California Code of Civil Procedure section 1010.6(b)(2).
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Justin F. Marquez Christina M. Le Arsiné Grigoryan Wilshire Law Firm 3055 Wilshire Boulevard, 12th Floor Los Angeles, CA 90010	<i>Attorneys for Plaintiff</i> Telephone: (213) 381-9988 Facsimile: (213) 381-9989 E-mail: <i>justin@wilshirelawfirm.com</i> E-mail: <i>cle@wilshirelawfirm.com</i> E-mail: <i>agrigoryan@wilshirelawfirm.com</i> E-mail: <i>ssespene@wilshirelawfirm.com</i> E-mail: <i>minjee@wilshirelawfirm.com</i> E-mail: <i>aalvarez@wilshirelawfirm.com</i>
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of October, 2024 at Sacramento, California.

Gail Kristine Baum