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Electronically Filed  
10/19/2022  
Superior Court of California  
County of Stanislaus  
Clerk of the Court  
By: Yukari Williams, Deputy

8 Attorneys for Plaintiff Mayra Villagomez

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF STANISLAUS

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

14 Plaintiff,

15 vs.

16 AGEMARK CORPORATION, a Wyoming  
corporation; AGEMARK MANAGEMENT  
17 LLC, a Wyoming limited liability company;  
ASTORIA GARDENS TRACY, LLC, a Nevada  
18 limited liability company; GRANITE BAY  
COUNTRYHOUSE, LLC, a Wyoming limited  
19 liability company; GRANITE BAY  
COUNTRYHOUSE PROPCO LLC, a Wyoming  
20 limited liability company; ASTORIA AT  
OAKDALE LLC, a Wyoming limited liability  
21 company; TREG ANTIOCH I INVESTMENT  
FUND LP, a Delaware limited liability company;  
22 TREG ANTIOCH I INVESTMENT FUND  
MANAGER LLC, a Delaware limited liability  
23 company; TREG ANTIOCH I OP CO  
DIRECTOR LLC, a Delaware limited liability  
24 company; TREG ANTIOCH I OP CO LP d/b/a  
TREVISTA ANTIOCH LP, a Delaware limited  
25 liability company; TREG ANTIOCH I PROP CO  
DIRECTOR LLC, a Delaware limited liability  
26 company; TREG ANTIOCH I PROP CO LP, a  
Delaware limited liability company; and DOES 1  
27 through 10, inclusive,

28 Defendants.

Case No.: CV-19-004058

Assigned to the Hon. John D. Freeland

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

Date: October 6, 2022

Time: 8:30 a.m.

Place: Department 23

Complaint Filed: July 15, 2019

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class  
3 Action Settlement and Motion for Attorneys’ Fees, Costs and Expenses, and a Class Representative  
4 Enhancement Payment (collectively, the “Motions”). Due and adequate notice having been given to  
5 Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed  
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being  
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

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

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the  
12 Joint Stipulation of Class Action Settlement and Release (collectively, “Settlement Agreement” or  
13 “Settlement”), together with the definitions and terms used and contained therein.

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

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

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

26 6. The Court has considered all relevant factors for determining the fairness of the  
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
28 the Court finds that the settlement was reached following meaningful discovery and investigation

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

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

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

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

25 10. Final approval shall be with respect to: All persons who were employed by Defendants  
26 in the State of California in non-exempt, hourly positions at any time from December 3, 2015 through  
27 February 4, 2020.

28 11. Plaintiff Mayra Villagomez is an adequate and suitable representative and is hereby

1 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment  
2 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the  
3 Settlement Class, and that her interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of  
5 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all  
6 claims arising out of her employment with Defendants.

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

11 14. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby  
12 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce  
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be paid to Class  
14 Members.

15 15. The Court hereby awards \$306,300 in attorneys' fees and \$13,467.73 in costs and  
16 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is  
17 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created  
18 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'  
19 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are  
20 fair and reasonable.

21 16. The Court approves settlement administration costs and expenses in the amount of  
22 \$13,500 to CPT Group, Inc.

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

1 demands, liabilities, and causes of action, arising from, or related to, the same set of operative facts as  
2 those set forth in the Second Amended Complaint during the Class Period. The Released Claims  
3 specifically include claims for: (i) unpaid overtime; (ii) unpaid minimum wage; (iii) failure to provide  
4 meal periods; (iv) failure to provide rest periods; (v) failure to provide accurate wage statements and  
5 failure to maintain payroll records; (vi) wages not paid at separation; (vii) unreimbursed business  
6 expenses; (viii) civil penalties pursuant to the Private Attorney General Act; (ix) unfair business  
7 practices; and (x) breach of contract. The specific statutes released include Labor Code sections 201, 202,  
8 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2698 et seq., as well as  
9 Business & Professions Code 17200. The enumeration of these specific statutes shall neither enlarge or  
10 narrow the scope of res judicata based on the claims that were asserted in the Second Amended  
11 Complaint or could have been asserted, as more fully described above.

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

13 19. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
14 continuing jurisdiction over the above-captioned action and the parties, including all Participating  
15 Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

16 20. This document shall constitute a judgment (and separate document constituting said  
17 judgment) for purposes of California Rules of Court, Rule 3.769(h).

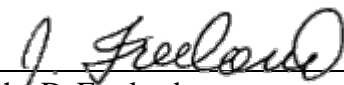
18 21. In accordance with the provisions of Code Civ. Proc. §384, the Court intends to set a  
19 compliance hearing for June 14, 2024 at 8:30 a.m. in Department 23 to confirm full administration of the  
20 settlement. Class Counsel shall submit a compliance report no later than 5 court days before the date of  
21 the hearing, which shall include the total amount that was actually paid to the class members.

22 22. In addition, the Court orders that notice of the Court's order granting final approval and  
23 judgment shall be posted on the Settlement Administrator's website for a period of at least 90 days.

24 (Civ. Code §1781(g); Cal. Rules of Ct., rule 3.771(b).)

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

26 Dated: 10/19/2022  
27 \_\_\_\_\_

  
28 \_\_\_\_\_  
Hon. John D. Freeland  
Stanislaus County Superior Court Judge