

ORIGINAL

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 12 2022

By *Glenn Hernandez*
Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

LAVEDA SCOTT, as an individual and on behalf
of all others similarly situated, and as a private
attorney general,

Plaintiffs,

vs.

HUMANGOOD, a California corporation;
HUMANGOOD NORCAL, a California
corporation; HUMANGOOD SOCAL, a
California corporation; HUMANGOOD
FRESNO, a California corporation;
HUMANGOOD AFFORDABLE HOUSING, a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CIVDS2016835

[Hon. David Cohn, Department S26]

~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

Date: October 12, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: September 1, 2020

1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on September 19, 2022, and a hearing was held before this Court on October 12,
3 2022. Simon L. Yang of Diversity Law Group, P.C. appeared on behalf of Plaintiff, LaVeda Scott, and
4 Aaron J. Schu of Paul, Plevin, Sullivan & Connaughton LLP appeared for Defendants HumanGood,
5 HumanGood NorCal, HumanGood SoCal, HumanGood Fresno, and HumanGood Affordable Housing.

6 **I. RECITALS**

7 1. On September 1, 2020, Plaintiff initiated this class and Labor Code Private Attorneys
8 General Act of 2004 ("PAGA") action. The initial complaint alleges meal and rest break failures and
9 wage statement deficiencies. The operative complaint also alleges underpayments of various wages
10 based on Defendants' failures to pay wages at the regular rate of pay.

11 2. On June 2, 2022, the Parties attended mediation with Michael Loeb. With the mediator's
12 assistance and based on a mediator's proposal, the Parties were able to negotiate the settlement terms in
13 the Class Action Settlement Agreement (the "Agreement").

14 **II. FINDINGS**

15 3. The Court conditionally certifies the following Class: all current and former non-exempt
16 employees of Defendants HumanGood, HumanGood NorCal, HumanGood SoCal, HumanGood Fresno,
17 and HumanGood Affordable Housing in the State of California at any time from April 6, 2016, through
18 June 2, 2022 (the "Class Period"), except for *Haji* Settlement Class Members¹ who did not perform
19 work for any of the Defendants after September 28, 2018.

20 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
21 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
22 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
23 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
24 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
25 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
26 also appears that investigation, research, and proceedings have been conducted so that counsel for the

27
28 ¹ "*Haji* Settlement Class Members" are individuals who were members of the settlement class in *Haji v. BE Group*, San Diego County Superior Court Case No. 37-2017-00025918-CU-OE-CTL.

1 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
2 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
3 would be presented by the further prosecution of the action. It also appears that settlement has been
4 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

5 **III. ORDERS**

6 After considering the papers and evidence, arguments of counsel, and all other matters presented
7 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

8 5. The Court grants preliminary approval of the Class Action Settlement Agreement
9 submitted by the Parties. The Agreement appears to be fair, adequate, and reasonable to the Class.

10 6. The Court appoints and designates: (a) Plaintiff, LaVeda Scott, as Class Representative,
11 and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. as Class Counsel for the Class.
12 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by,
13 or which may be given, pursuant to the Agreement, and such other acts reasonably necessary to finalize
14 the Agreement and its terms. Any Class Member may enter an appearance through his or her own
15 counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or
16 appear on his or her own behalf will be represented by Class Counsel.

17 7. A final fairness hearing on the question of whether the proposed Agreement, the
18 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
19 Labor Workforce & Development Agency, the Settlement Administration Costs, and the Service Award
20 should be finally approved as fair, reasonable, and adequate as to the members of the Class is set for
21 _____, 2023, at _____ in this Court.

22 8. The Court hereby approves, as to form and content, the Notice of Proposed Class Action
23 Settlement ("Class Notice"), which is attached as Exhibit A to the Agreement and this Order. The Court
24 finds that distribution of the Class Notice to Class Members substantially in the manner and form set
25 forth in the Agreement and this Order meets the requirements of due process and shall constitute due
26 and sufficient notice to all parties entitled thereto.

1 9. The Court appoints and designates Phoenix Settlement Administrators as the
2 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
3 Members using the procedures set forth in the Agreement.

4 10. Any Class Member may choose to opt out of and be excluded from the settlement as
5 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
6 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
7 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
8 signed by each such Class Member opting out and must otherwise comply with the requirements
9 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
10 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
11 Judgment.

12 11. Any Class Member may object to the Agreement or express his or her views regarding
13 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
14 issues to be heard and determined by the Court as provided in the Class Notice.

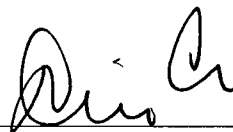
15 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
16 sixteen (16) court days before the final fairness hearing.

17 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
18 and all dates provided for in the Agreement without further notice to the Class. The Court retains
19 jurisdiction to consider all further applications arising out of or connected with the Agreement.

20 14. Should for whatever reason final approval is not granted, the fact that the Parties were
21 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
22 of whether a class should be certified in a non-settlement context.

23 **IT IS SO ORDERED.**

24 DATED: 10/12, 2022



THE HONORABLE DAVID COHN

