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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 FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: February 14, 2023
Time: 10:00 a.m.
Department: S26

Complaint Filed: September 1, 2020

1 On or about January 20, 2023, Plaintiff, LaVeda Scott, filed a motion for an Order Granting
2 Final Approval of Class Action Settlement, and on February 14, 2023, a hearing was held on this matter.

3 The Court has considered the papers and evidence, including the Class Action Settlement
4 Agreement (“Agreement”), the arguments of counsel, and all other matters presented to the Court
5 regarding final approval of the settlement, approval of requested allocations from the settlement fund,
6 and entry of final judgment.

7 **I. Background**

8 On September 1, 2020, Plaintiff, LaVeda Scott, filed this class and Labor Code Private Attorneys
9 General Act of 2004 (“PAGA”) action against Defendants HumanGood, HumanGood NorCal,
10 HumanGood SoCal, HumanGood Fresno, and HumanGood Affordable Housing. The operative second
11 amended complaint (the “Complaint”) alleges seven causes of action for: (i) Failure to Provide Rest
12 Periods (Lab. Code § 226.7); (ii) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512); (iii)
13 Unpaid and Untimely Earned Wages (Lab. Code §§ 201-204, 223, 510, 1182.12, 1197, 1198); (iv)
14 Unpaid Sick Pay Wages (Lab. Code §§ 201-204, 246); (v) Inaccurate Itemized Wage Statements (Lab.
15 Code § 226(a)); (vi) Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.); and
16 (vii) Violation of California Labor Code (Lab. Code §§ 2698 et seq.).

17 **A. Class Members**

18 The Class is defined to include: all current and former non-exempt employees of Defendants
19 HumanGood, HumanGood NorCal, HumanGood SoCal, HumanGood Fresno, and HumanGood
20 Affordable Housing in the State of California from April 6, 2016, through June 2, 2022, except for *Haji*
21 Settlement Class Members¹ who did not perform work for any of the Defendants after September 28,
22 2018.²

23 **B. Operation of the Settlement**

24 Pursuant to the Court’s October 12, 2022 Preliminary Approval Order, the Court conditionally
25 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
26

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

² All Class Members employed from April 6, 2019, through June 2, 2022 are also PAGA Members.

1 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
2 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
3 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
4 Notice of Proposed Class Action Settlement (“Class Notice”) was sent to all Class Members via first
5 class mail. The notice process was timely completed.

6 This Court finds that the Agreement appears to be the product of serious, informed, non-
7 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
8 to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to
9 California Code of Civil Procedure section 877.6. The Court further finds that the Agreement is fair,
10 adequate, and reasonable and that Plaintiff has satisfied the standards for final approval of a class action
11 settlement under California law. Under the provisions of California Code of Civil Procedure section 382
12 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4
13 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

14 [Q]uestions of law or fact common to the members of the class predominate over any questions
15 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

16 FED. R. CIV. PROC. 23.

17 Certification of a settlement class is the appropriate judicial device under these circumstances.

18 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

19 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
20 Agreement.

21 2. The Court has jurisdiction over the subject matter of the litigation, the Class
22 Representative, Settlement Class Members, and Defendant.

23 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
24 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
25 practicable under the circumstances to all Class Members, and fully met the requirements of California
26 law and due process under the State and Federal Constitutions.

1 4. The Court approves the settlement of the above-captioned action, as set forth in the
2 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
3 to perform in accordance with the terms set forth in the Agreement.

4 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
5 and attorneys' fees.

6 6. The Court hereby certifies the following Class for settlement purposes only: all current
7 and former non-exempt employees of Defendants HumanGood, HumanGood NorCal, HumanGood
8 SoCal, HumanGood Fresno, and HumanGood Affordable Housing in the State of California from April
9 6, 2016, through June 2, 2022, except for *Haji* Settlement Class Members who did not perform work for
10 any of the Defendants after September 28, 2018.

11 7. With respect to the Class and for purposes of approving the settlement only and for no
12 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
13 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
14 the Class, and there is a well-defined community of interest among members of the Class with respect to
15 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
16 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
17 protected the interests of the members of the Class; (e) a class action is superior to other available
18 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
19 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in her individual and
20 representative capacities and for the Class.

21 8. Within 10 business days after the grant of Final Approval of the settlement, Defendant
22 shall deposit the Gross Settlement Amount of \$3,750,000.00 with the Administrator, pursuant to the
23 terms of the Agreement.

24 9. From the Gross Settlement Amount, the Administrator shall pay:

25 1. to Class Counsel attorneys' fees in the amount of \$1,250,000.00 and
26 reimbursement of costs in the amount of \$11,845.75;

27 2. to Class Representative LaVeda Scott for her unique services to the Class, and as
28 consideration for the execution of a general release, the amount of \$10,000.00;

3. to the California Labor and Workforce Development Agency the amount of \$450,000.00 for its 75% share of PAGA Penalties; and

4. to Phoenix Settlement Administrators the amount of \$42,000.00 for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable. The Administrator is directed to make such payments in accordance with the terms of the Agreement.

11. The Court approves the Individual Settlement Payment amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement from the Net Settlement Amount, after payment of those amounts set forth in Paragraph 9.

12. The Court hereby orders the parties to implement the terms of the Agreement, including distributing any uncashed settlement checks to the State Unclaimed Property Fund in the name of the recipient.

13. All Class Members who did not opt out of the Settlement shall be bound by the releases provided in the Agreement. All PAGA Employees shall be bound by the PAGA releases provided in the Agreement. The Class Representative shall be bound by the additional general releases provided in the Agreement.

14. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____, 2023

THE HONORABLE DAVID COHN