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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

KATRICE SCOTT, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

EDEN HOUSING MANAGEMENT, INC., a
California corporation; EDEN HOUSING, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24CV000380

*Assigned for all purposes to:
Hon. Carrie M. Panetta
Dept. 14*

**~~[PROPOSED]~~ REVISED ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 2, 2025
Time: 8:30 a.m.
Dept.: 14

~~**[PROPOSED]**~~ **ORDER**

Having reviewed Plaintiff Katrice Scott's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Declaration of John G. Yslas, Plaintiff's declaration, and the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant Eden Housing Management, Inc. ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$1,450,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$100,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of which (\$75,000.00) will be paid to the State of California, Labor & Workforce Development Agency and 25% of which (\$25,000.00) will be paid to eligible Aggrieved Employees; (c) Class Representative Service Payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$483,333.33), and up to \$30,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$11,490.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2)

1 significant informal discovery, investigation, research, and litigation have been conducted such
2 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
3 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
4 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
5 the result of intensive, serious, and non-collusive negotiations between the Parties with the
6 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
7 that the Settlement Agreement was entered into in good faith.

8 4. A final fairness hearing on the question of whether the proposed Settlement,
9 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
10 Workforce Development Agency for its share of the settlement of claims for penalties under the
11 Private Attorneys General Act, and the Class Representative's Service Payment should be
12 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
13 in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Class"): means "all persons currently or formerly employed by Defendant Eden Housing
16 Management, Inc. as hourly-paid, non-exempt employees in the State of California during the
17 Class Period."

18 6. "Class Period" means the period from January 30, 2020 through March 6, 2025.

19 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
20 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
21 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
22 of law and fact that are common, or of general interest, to all Settlement Class Members, which
23 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
24 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
25 the interests of the Settlement Class Members; and (5) a class action is superior to other
26 available methods for the fair and efficient adjudication of the controversy.

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1 8. The Court appoints as Class Representative, for settlement purposes only,
2 Plaintiff. The Court further preliminarily approves Plaintiff's ability to request an enhancement
3 award up to \$10,000.00.

4 9. The Court appoints, for settlement purposes only, John G. Yslas, Samantha A.
5 Smith, Diego Aviles, Harry Erganyan, and Mariam Nazaretyan of Wilshire Law Firm, PLC, as
6 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
7 attorneys' fees of up to one-third of the Gross Settlement Amount (i.e., \$483,333.33), and costs
8 not to exceed \$30,000.00.

9 10. The Court appoints APEX Class Action Administration as the Settlement
10 Administrator with reasonable administration costs estimated not to exceed \$11,490.00.

11 11. The Court approves, as to form and content the Class Notice, attached to the
12 Joint Response Regarding Tentative Ruling on Plaintiff's Motion for Preliminary Approval of
13 Class Action and PAGA Settlement. The Court finds on a preliminary basis that plan for
14 distribution of the Notice to Settlement Class Members satisfies due process, provides the best
15 notice practicable under the circumstances, and shall constitute due and sufficient notice to
16 all persons entitled thereto.

17 12. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

19 13. Any Class Member who does not timely and validly request exclusion from the
20 Settlement may object to the Settlement Agreement.

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