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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16
17 **FOR THE COUNTY OF MADERA**

18 KELLY SCHARTON and CHRISTA HORN,
19 individually, and on behalf of all others similarly
20 situated, and on behalf of the State of California
21 and other aggrieved persons,

22 *Plaintiffs,*

23 v.

24 OAKHURST NURSING AND REHAB
25 CENTER, LLC, a California limited liability
26 company; and DOES 1 through 10, inclusive,

27 *Defendants.*

Case No.: MCV090222

Assigned for All Purposes to:
Hon. Michael Jurkovich
Dept. 411B

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING:

Date: March 16, 2026
Time: 8:30 a.m.
Dept.: 411B

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Kelly Scharton and Christa Horn's ("Plaintiffs") Motion for
3 Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of
4 John G. Yslas, and the Class Action and PAGA Settlement Agreement ("Settlement
5 Agreement"), and good cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
9 terms set forth in the Settlement Agreement between Plaintiffs and Defendant Oakhurst Nursing
10 and Rehab Center, LLC ("Defendant"), attached to the Declaration of John G. Yslas in Support
11 of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as
12 **Exhibit 1.**

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$352,500.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
18 a \$18,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
19 which (\$13,500.00) will be paid to the State of California, Labor & Workforce Development
20 Agency and 25% of which (\$4,500.00) will be paid to eligible Aggrieved Employees; (c) Class
21 Representatives Service Payments of up to \$7,500.00 to each Plaintiff (\$15,000.00 total); (d)
22 Class Counsel's attorneys' fees, not to exceed one-third of the Gross Settlement Amount (i.e.,
23 \$117,500.00), and up to \$28,000.00 in costs for actual litigation expenses incurred by Class
24 Counsel; and (e) Settlement Administration Costs of up to \$7,500.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
28 and reasonable to the Class Members when balanced against the probable outcome of further

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

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

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Class"): "all persons who worked for any Defendant in California as an hourly-paid or
17 non-exempt employee at any time during the Class Period."

18 6. "Class Period" means the period from August 1, 2020 to May 1, 2024.

19 7. The Court approves, for settlement purposes only, that "Aggrieved Employee"
20 means all persons who worked for any Defendant in California as an hourly-paid or non-exempt
21 employee at any time during the PAGA Period.

22 8. "PAGA Period" means the period from August 21, 2022 to May 1, 2024.

23 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
24 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
25 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
26 of law and fact that are common, or of general interest, to all Settlement Class Members, which
27 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
28 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect

1 the interests of the Settlement Class Members; and (5) a class action is superior to other
2 available methods for the fair and efficient adjudication of the controversy.

3 10. The Court appoints as Class Representatives, for settlement purposes only,
4 Plaintiffs. The Court further preliminarily approves Plaintiffs' ability to request a service
5 payment up to \$7,500.00 to each Plaintiff (\$15,000.00 total).

6 11. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bils,
7 and Lisa B. Iturriaga of Wilshire Law Firm, PLC, as Class Counsel. The Court further
8 preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of
9 the Gross Settlement Amount (i.e., \$117,500.00), and costs not to exceed \$28,000.00.

10 12. The Court appoints Apex Class Action LLC as the Settlement Administrator with
11 reasonable administration costs estimated not to exceed \$7,500.00.

12 13. The Court approves, as to form and content the Class Notice, attached to the
13 Settlement Agreement as Exhibit A. 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 all
16 persons entitled thereto.

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

19 15. 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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16. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	10 days after Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice Packets	14 days after receipt of Class Data
Class Member Deadline to Object, Opt-Out, and/or Challenge Workweek and/or Pay Periods	45 days after mailing Notice to Class
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	14 days before the last day to file Plaintiffs' Motion for Final Approval
Deadline to file Motion for Final Approval	16 court days before the calendared Final Approval Hearing
Final Approval Hearing	July 22, 2026 at 8:30 a.m [or _____ at 8:30 a.m.]

17. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: _____

HON. MICHAEL JURKOVICH
JUDGE OF THE SUPERIOR COURT