

1 **ACKERMANN & TILAJEF, P.C.**
2 Craig J. Ackerman, (SBN 229832)
3 cja@ackermanntilajef.com
4 1180 South Beverly Drive, Suite 610
5 Los Angeles, California 90035
6 Telephone: (310) 277-0614
7 Facsimile: (310) 277-0635

Electronically

FILED: 06/24/20
San Luis Obispo Superior Court
by: Landrum, Marlys

8 *[Additional Counsel on Next Page]*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN LUIS OBISPO**

11 Michael Grotte, an individual, on behalf of
12 himself and other similarly situated,

13 Plaintiff,

14 v.

15 Normal Life of California, Inc., a California
16 Corporation; RSCR California, Inc., a Delaware
17 Corporation, licensed to do business in
18 California; Res-Care California, Inc. d/b/a RCCA
19 Services, a Delaware Corporation licensed to do
20 business in California as RCCA Services;
21 Rescare, Inc., a Delaware Corporation; and
22 DOES 1 to 100, inclusive,

23 Defendants.

CASE NO: 18CV-672

~~[PROPOSED]~~ FINAL JUDGMENT

*[Filed concurrently with Plaintiff's Motion for
Attorneys' Fees and Costs and Supporting
Documents]*

Date: June 24, 2020
Time: 9:00 a.m.
Dept.: 9
Judge: Hon. Tana L. Coates

Complaint Filed: October 31, 2018
Removal Date: November 21, 2018
Remand Date: October 23, 2019

1 **MELMED LAW GROUP P.C.**

Jonathan Melmed (SBN 290218)

2 jm@melmedlaw.com

1801 Century Park E, Suite 850

3 Los Angeles, California 90067

Telephone: (310) 824-3828

4 Facsimile: (310) 862-6851

5 **WINSTON LAW GROUP, P.C.**

6 David Winston (SBN 301677)

david@employmentlitigators.com

7 1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

8 Telephone: (424) 288-4568

9 Facsimile: (424) 532-4062

10 Attorneys for Plaintiff and the Proposed Settlement Class,
11 and the PAGA Aggrieved Employees
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1 This matter came on regularly for hearing before this Court on June 24, 2020. The Court has
2 entered an Order Granting Final Approval (“Final Approval Order”) of the class and representative
3 action settlement (the “Settlement Agreement”) between Plaintiff Michael Grotte (“Plaintiff”),
4 individually and on behalf of all others similarly situated and Defendants Normal Life of California, Inc.,
5 RSCR California, Inc., Res-Care California, Inc. d/b/a RCCA Services, Res-Care, Inc., and Southern
6 Home Care Services, Inc. (“Defendants”). In conformity with California Rules of Court, Rule 3.769 and
7 California Labor Code § 2699(l), the Final Approval order, and Settlement Agreement, **THE COURT**
8 **HEREBY ENTERS FINAL JUDGMENT AS FOLLOWS:**

9 1. The Settlement Class is defined as: *All non-exempt hourly employees of Defendant*
10 *Normal Life of California, Inc. in California from July 17, 2014 through January 29, 2020 (collectively,*
11 *the “Class”).*

12 2. The Aggrieved Employees are defined as: *All non-exempt employees of Defendants*
13 *Normal Life of California, Inc., RSCR California, Inc., Res-Care California, Inc. d/b/a RCCA Services,*
14 *Southern Home Care Services, Inc., and Res-Care, Inc. in California in such business’ residential and*
15 *homecare business lines from May 21, 2017 through January 29, 2020 (collectively, the “Aggrieved*
16 *Employees”).*

17 3. Defendants shall fund the settlement in the gross settlement amount of **\$1,050,000.00** in
18 accordance with the terms of the Settlement Agreement and the allocations set forth in the Final
19 Approval Order.

20 4. As of the Effective Date, all Settlement Class members shall hereby be deemed to have
21 released Defendant Normal Life of California, Inc. of any and all causes of action or claims that arising
22 during the Normal Life Class Period that were asserted or could have been asserted for violations of the
23 following Labor Code provisions: 201, 202, 203, 226(a), 226(e), 226.3, 226.7, 512, 1197.5 as well as
24 claims under Cal. Bus. & Prof. Code § 17200-17204 and Sections 11 and 12 of IWC Wage Order Nos. 4
25 and 5, based upon the facts alleged in the Complaint.

26 5. As of the Effective Date, all PAGA Aggrieved Employees shall hereby be deemed to
27 have released Defendants Normal Life of California, Inc., RSCR California, Inc., Res-Care California,
28 Inc. d/b/a RCCA Services, Rescare, Inc., , Southern Home Care Services, Inc., and all of their affiliated

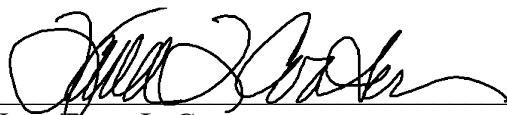
1 entities, parents, subsidiaries, owners, officers, shareholders, executives and managers from any all
2 claims arising during the PAGA Period that were asserted or could have been asserted for PAGA
3 penalties based on violations of the following Labor Code provisions 201, 202, 203, 226(a), 226(e),
4 226.3, 226.7, 512, 1197.5 as well as Sections 11 and 12 of IWC Wage Order Nos. 4, 5, and 15, based
5 upon the facts alleged in the in the May 21, 2018 PAGA Notice, and the Complaint. The Released
6 PAGA Claims do not include any underlying Labor Code or other employment claims, but only the
7 PAGA penalty claims.

8 6. The Court retains continuing jurisdiction over the Action and the Settlement, including
9 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
10 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
11 Judgment matters as may be appropriate under court rules or applicable law.

12 7. This Final Judgment is intended to be a final disposition of the above captioned action in
13 its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all
14 claims released by the Settlement Agreement, against Defendants.

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16 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

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18 DATED: 6/24/2020

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20 HON. TANA L. COATES
21 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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