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**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  
19 RCCA Services, a Delaware Corporation  
20 licensed to do business in California as RCCA  
21 Services; Rescare, Inc., a Delaware Corporation;  
22 and DOES 1 to 100, inclusive,

23 Defendants.

CASE NO: 18CV-0672

**~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND PAGA SETTLEMENT  
APPROVAL**

*[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

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and the PAGA Aggrieved Employees

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1 On June 24, 2020, the Court held a hearing on Plaintiff Michael Grotte’s (“Plaintiff”) Motion for  
2 Final Approval of Class Action Settlement and PAGA Settlement Approval between Plaintiff and  
3 Defendants Normal Life of California, Inc., RSCR California, Inc., Res-Care California, Inc. d/b/a  
4 RCCA Services, Res-Care, Inc., , and Southern Home Care Services, Inc. (“Defendants”), and Motion  
5 for Attorneys’ Fees and Costs.

6 Due and adequate notice having been given to Class Members, and the Court having considered  
7 the Joint Stipulation of Settlement and Release of Class and Representative Action (the “Settlement  
8 Agreement” or “Settlement”), all of the legal authorities and documents submitted in support thereof, all  
9 papers filed and proceedings had herein, all oral and written comments received regarding the proposed  
10 settlement, and having reviewed the record in this litigation, and good cause appearing, the Court  
11 GRANTS final approval of the Class Settlement and approval of the PAGA Settlement and ORDERS  
12 AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

13 1. All terms used in this Order Granting Final Approval of Class Action Settlement and  
14 PAGA Settlement Approval (the “Order”) shall have the same meanings given as those terms are used  
15 and/or defined in the parties’ Settlement Agreement.<sup>1</sup>

16 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
17 jurisdiction to approve this Settlement and all exhibits thereto.

18 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
19 Agreement and as follows:

20 *All Individuals employed by Defendant Normal Life of California, Inc. in California as*  
21 *non-exempt, hourly employees from July 17, 2014 through January 29, 2020*  
*(collectively, the “Class”).*

22 4. The Court deems this definition sufficient for the purpose of California Rule of Court  
23 3.765(a) and for the purpose of effectuating the Settlement.

24 5. The Aggrieved Employees are defined as:

25 *All non-exempt employees of Defendants Normal Life of California, Inc., RSCR*  
26 *California, Inc., Res-Care California, Inc. d/b/a RCCA Services, Southern Home Care*  
27 *Services, Inc., and Res-Care, Inc. in California in such business’ residential and*  
*“Aggrieved Employees”).*

28 <sup>1</sup> A copy of the Settlement Agreement is in the Court record as Exhibit A to the Declaration of Crag J. Ackermann in Support of Plaintiff’s Motion for Order Granting Preliminary Approval of Class Action Settlement and is made a part of this Order.

1           6.       The Court finds that an ascertainable class of 377 class members exists and a well-  
2 defined community of interests exists in the questions of law and fact involved because in the context of  
3 the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the  
4 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and  
5 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and  
6 protected the interest of the Class Members.

7           7.       The Court is satisfied that CPT Group, Inc., which functioned as the Settlement  
8 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with  
9 California Rule of Court 3.766. The Class Notice informed the Class Members of the Settlement terms,  
10 their rights to do nothing and receive their settlement share, their rights to submit a request for  
11 exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final  
12 Approval Hearing, and be heard regarding approval of the Settlement. Adequate periods of time to  
13 respond and to act were provided by each of these procedures.

14           8.       Not a single Class Member filed or submitted a written objection to the Settlement as part  
15 of this notice process.

16           9.       Not a single Class Member opted out of the Settlement.

17           10.      The Court hereby approves the terms set forth in the Settlement Agreement and finds that  
18 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant  
19 with all applicable requirements of the California Code of Civil Procedure, the California and United  
20 States Constitutions, including the Due Process clauses, the California Rules of Court, and any other  
21 applicable law, and in the best interests of each of the Parties, Class Members, and PAGA Aggrieved  
22 Employees.

23           11.      The Court directs the Parties to effectuate the Settlement Agreement according to its  
24 terms and declares the Settlement Agreement to be binding on all Class Members and PAGA Aggrieved  
25 Employees.

26           12.      The Court finds that the Settlement Agreement has been reached as a result of informed  
27 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
28 extensive investigation and research, and their attorneys were able to reasonably evaluate their

1 respective positions.

2 13. The Court also finds that Settlement now will avoid additional and potentially substantial  
3 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case.  
4 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the  
5 challenges posed by continued litigation, and the Court concludes that Class Counsel secured significant  
6 relief for Class Members and PAGA Aggrieved Employees.

7 14. The Settlement Agreement is not an admission by Defendants, nor is this Order a finding  
8 of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement  
9 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement  
10 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
11 concession, or liability whatsoever by or against Defendants.

12 15. The Court appoints Plaintiff as Class Representatives and finds him to be adequate.

13 16. The Court appoints Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef,  
14 P.C., Jonathan Melmed of Melmed Law Group P.C. and David Winston of Winston Law Group, P.C. as  
15 Class Counsel, and finds each of them to be adequate, experienced, and well-versed in similar class  
16 action litigation.

17 17. The terms of the Agreement, including the gross settlement amount of **\$1,050,000.00** and  
18 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and the PAGA  
19 Aggrieved Employees, and the Court grants final approval of the Settlement set forth in the Agreement,  
20 subject to this Order. The Court approves the following allocations, which fall within the ranges  
21 stipulated by and through the Settlement Agreement:

- 22 a. The **\$308,775.11** designated for payment to the Labor & Workforce Development  
23 Agency for their share of the PAGA Allocation (75% of the PAGA Allocation).<sup>2</sup>  
24 b. The **\$192,925.03** designated for payment to the approximate 7,063 PAGA Aggrieved  
25 Employees for their share of the PAGA Allocation (25% of the PAGA Allocation).  
26 c. The **\$323,478.69** designated for payment to the Participating Class Members for their  
27 share of the Class Allocation.<sup>3</sup>

28  
<sup>2</sup> The PAGA Allocation is equal to 56% of the Net Settlement Amount.

<sup>3</sup> The Class Allocation is equal to 44% of the Net Settlement Amount.

1 d. The **\$29,500.00** designated for payment to CPT Group, Inc., the Settlement  
2 Administrator, is fair and reasonable. The Court grants final approval of, and orders the  
3 Parties to make, the payment to the Settlement Administrator in accordance with the  
4 Agreement.

5 e. The **\$262,500.00** requested by Plaintiff and Class Counsel for the Class Counsel's  
6 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The  
7 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be  
8 made in accordance with the Agreement.

9 f. The Court awards **\$12,821.17** in litigation costs, an amount which the Court finds to be  
10 reflective of the reasonable costs incurred. The Court grants final approval of, and orders  
11 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance  
12 with the Agreement, and divided between counsel in proportion with their respective  
13 costs expenditures.<sup>4</sup>

14 g. The **\$10,000.00** requested by Plaintiff for the Class Representative's Payment is fair and  
15 reasonable. The Court grants final approval of, and orders the Class Representative's  
16 Payment to be made in accordance with the Agreement.

17 18. The Court orders the Parties to comply with and carry out all terms and provisions of the  
18 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which  
19 case the provisions of this Order shall take precedence and supersede the Settlement.

20 19. Nothing in the Settlement or this Order purports to extinguish or waive Defendants'  
21 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in  
22 this case if the Settlement fails to become Final or effective, or in any other case without limitation. The  
23 Settlement is not an admission by Defendants, nor is this Order or the subsequent Judgment that Plaintiff  
24 has asked the Court to enter based on this Order a finding of the validity of any allegations against  
25 Defendants in the Court proceeding or any wrongdoing by Defendants. Neither the Settlement nor this  
26 Order or the subsequent Court Judgment is a finding that certification of the Class is proper for any

27  
28 <sup>4</sup> The Settlement Agreement contemplates litigation cost reimbursement in the amount of \$15,000 which was already  
preliminarily approved by this Court and noticed to the Class, however, Plaintiff's counsel is only requesting reimbursement  
of litigation costs in the amount of \$12,821.17, with the balance added to the Net Settlement Amount to be distributed to the  
Participating Class Members and PAGA Aggrieved Employees.

1 purpose or proceeding other than for settlement purposes.

2 20. All Class Members shall be bound by the Settlement and this Order, including the  
3 Released Normal Life Claims<sup>5</sup> in favor of Defendant Normal Life of California, Inc. as set forth in the  
4 Agreement, and are permanently barred and enjoined from prosecuting against Defendant Normal Life  
5 of California, Inc. any and all of Class Members' Released Normal Life Claims as defined in the  
6 Agreement.

7 21. All PAGA Aggrieved Employees shall be bound by the Settlement and this Order,  
8 including the Released PAGA Claims<sup>6</sup> in favor of Defendants and the other Released Parties<sup>7</sup> as set  
9 forth in the Agreement, and are permanently barred and enjoined from prosecuting against Defendants  
10 and the other Released Parties any and all of PAGA Aggrieved Employees' Released PAGA Claims as  
11 defined in the Agreement.

12 22. Plaintiff is bound to the release of claims against Defendants and the other Released  
13 Parties as set forth in the Settlement Agreement and is permanently barred from prosecuting against  
14 Defendants and the other Released Parties any and all of Plaintiff's Released Claims as defined in the  
15 Agreement.

16 23. The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
17 provided in the Settlement Agreement.

18 24. The Court approves the one hundred eighty (180) day period for cashing of checks issued  
19 to Settlement Class Members. Any funds associated with stale checks issued to Settlement Class

20 <sup>5</sup> "Released Normal Life Claims" shall mean any and all causes of action or claims that arising during the Normal Life Class  
21 Period that were asserted or could have been asserted for violations of the following Labor Code provisions: 201, 202, 203,  
22 226(a), 226(e), 226.3, 226.7, 512, 1197.5 as well as claims under Cal. Bus. & Prof. Code § 17200-17204 and Sections 11 and  
23 12 of IWC Wage Order Nos. 4 and 5, based upon the facts alleged in the Complaint. The Released Normal Life Claims do  
24 not include any claims for workers compensation, unemployment, or disability benefits of any nature, nor does it release any  
25 claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes  
(other than those set forth above), including, without limitation, the Cal. Fair Employment and Housing Act, the Cal.  
Government Code § 12940, et seq.; the Unruh Civil Rights Act, the Cal. Civil Code § 51, et seq.; the California Constitution;  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Americans with Disabilities Act, as amended, 42  
U.S.C. § 12101, et seq.; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; the  
Fair Credit Reporting Act, the Investigative Consumer Reporting Agencies Act (ICRAA), and/or the Consumer Credit  
Reporting Agencies Act (CCRAA). (S.A., ¶ I.GG).

26 <sup>6</sup> "Released PAGA Claims" shall mean any all claims arising during the PAGA Period that were asserted or could have been  
27 asserted for PAGA penalties based on violations of the following Labor Code provisions 201, 202, 203, 226(a), 226(e),  
226.3, 226.7, 512, 1197.5 as well as Sections 11 and 12 of IWC Wage Order Nos. 4, 5, and 15, based upon the facts alleged  
in the in the May 21, 2018 PAGA Notice, and the Complaint. The Released PAGA Claims do not include any underlying  
Labor Code or other employment claims, but only the PAGA penalty claims. (S.A., ¶ I.HH).

28 <sup>7</sup> "Defendants," "Releasees," or "Released Parties" shall mean and refer to Normal Life of California, Inc., RSCR California,  
Inc., Res-Care California, Inc. d/b/a RCCA Services, Rescare, Inc., , Southern Home Care Services, Inc., and all of their  
affiliated entities, parents, subsidiaries, owners, officers, shareholders, executives and managers. (S.A., ¶ I.L).

1 Members that have not been cashed within one hundred eighty (180) days will be deemed void and shall  
2 be distributed pursuant to CCP section 384 to Special Olympics.

3 25. The Court finds that the LWDA was provided with notice of the Settlement and the  
4 motion via its online process and no objection has been received to the Settlement or the motion.

5 26. Pursuant to California Rule of Court 3.769(h) and California Labor Code § 2699(l), the  
6 Court retains jurisdiction solely for purposes of enforcing the Settlement Agreement, addressing  
7 settlement administration matters, and addressing such post-judgment matters as may be appropriate  
8 under court rules or applicable law.

9 27. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the  
10 status of distribution within sixty (60) days after all funds have been distributed.

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12 **IT IS SO ORDERED.**

13  
14 DATED: 6/24/2020

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16 HON. FANA L. COATES  
17 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA  
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