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11 *and all others similarly situated*

**ENDORSED
FILED
ALAMEDA COUNTY**

JAN 09 2015

CLERK OF THE SUPERIOR COURT
By R. Noon Deputy

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

MICHELLE OTTS, on behalf of herself and all
others similarly situated,

Plaintiffs,

vs.

CARE OPTIONS MANAGEMENT PLANS AND
SUPPORTIVE SERVICES, LLC, a/k/a
C.O.M.P.A.S.S., LLC, JOANNE MCCARLEY,
SADIE HUFFMASTER a/k/a SADIE HESS, ERIC
HESS, and Does 1 through 100, inclusive,

Defendants.

No. RG11591441

**(PROPOSED) FINAL APPROVAL
ORDER AND JUDGMENT**

Date: January 9, 2015
Time: 8:30 a.m.
Dept: 21

Reservation No.: R-1565520
Reservation No.: R-1575308

On January 9, 2015, a hearing was held on the application of Plaintiff and Class Representative Michelle Otts ("Plaintiff") for an order granting final approval to the class action settlement in this action, approving the request for the claims administrator's fee, approving the request for attorneys' fees and costs, and approving the request for incentive payment to class representative Michelle Otts. Aviva N. Roller, Esq. of Qualls & Workman, LLP appeared on behalf of Plaintiff Michelle Otts and Class Members, and Michael E. Caples of Caples Law & Mediation appeared on behalf of Defendants Care Options Management Plans & Supportive Services, LLC, Joanne McCarley, Sadie Hess, and Eric Hess.

1 All capitalized terms used herein have the same meaning as defined in the Settlement. The
2 Court having read and considered the papers on the motion, the arguments of counsel, and the law,
3 and good cause appearing therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES
4 as follows:

5 1. The Court grants judicial notice of documents as requested by Plaintiff.

6 2. The Court grants final approval of the terms of settlement and agreed on procedures
7 as set forth in the Amended Settlement Agreement executed by the Parties and approved by the
8 Court on September 25, 2014. The Court finds that the manner and form of notice as set forth in
9 the Amended Settlement Agreement was provided to Class Members as ordered by the Court on
10 September 25, 2014. The Court finds the manner and form of notice as set forth in the Amended
11 Settlement Agreement and approved and ordered by the Court, was the best practicable notice
12 under the circumstances, satisfying the requirements of due process and all other laws. The Court
13 further finds that the notice, as approved and ordered by the Court, gave notice to Class Members
14 of the fact of Settlement and the right to receive settlement benefits, to be excluded from the
15 Settlement, and raise objections to the Settlement.

16 3. The Court finds the proposed Settlement was reached following meaningful
17 discovery and investigation conducted by Class Counsel, the proposed settlement is a result of
18 adversarial, arms' length negotiation between the parties, and the terms of the Settlement in all
19 respects are fair, adequate, and reasonable. In so finding, the Court considered evidence presented
20 regarding the strength of the Plaintiff's claims, the risk, expense and complexity of the claims
21 presented, the likely duration of further litigation, the amount offered in settlement, the extent of
22 investigation and discovery completed, the financial condition of Defendant, the remedial
23 measures obtained, and the experience and views of Class Counsel. The Court further considered
24 the absence of objection to the proposed settlement by class members, as well the number of
25 requests for exclusion (six) from the class filed by Class Members.

26 4. The Court certifies the Settlement Class, defined as follows, for settlement
27 purposes only: Direct Care staff members employed by Defendants in California from August 17,
28 2007 through September 9, 2013. In certifying the Settlement Class for settlement purposes only,

1 the Court finds that: (1) the Settlement Class is ascertainable and so numerous that joinder of all
2 members is impracticable; (2) there are questions of law and fact common to the Settlement Class,
3 and that such questions predominate over questions affecting only individual class members; (3)
4 the claims advanced by Plaintiff are typical of the Settlement Class in that Plaintiff has no interests
5 in conflict with or antagonistic to those of the Settlement Class, and Plaintiff has retained adequate
6 counsel; and, (4) a class action is superior to other available methods for resolving this
7 controversy.

8 5. The Court appoints Qualls & Workman, LLP, as Class Counsel.

9 6. The Court awards Class Counsel attorneys' fees of \$132,000.00. The fee award is
10 reasonable and appropriate for the reasons that follow.

11 7. In evaluating the reasonableness of Class Counsel's lodestar and hourly rate, the
12 Court has considered a variety of factors, including: the experience, background, and reputation
13 of counsel; the prevailing hourly rates in the community for similar services charged by attorneys
14 of similar skill and experience; the time, effort, and skill of counsel both in terms of what occurred
15 during the litigation and what was reasonably required; the efficiency of counsel in performing the
16 work; the amount at stake in the litigation; the desirability or undesirability of the case; and the
17 character and quality of the documentation offered in support of the application of fees. Total
18 hours claimed by Class Counsel are approved based on evidence presented of the work performed
19 and the results achieved. In so finding, the Court considered evidence presented of skill exercised
20 by Class Counsel when addressing difficult factual and legal questions arising from the class
21 claims presented, the contingent risk assumed by Class Counsel, the preclusion of Class Counsel
22 from other employment, and the favorable results achieved for Class Members. The Court further
23 finds that the fees requested are reasonable under both the percentage of the recovery and lodestar
24 analyses, particularly given that the fees requested are substantially below the actual lodestar of
25 Class Counsel.

26 8. The Court orders that 10% of the attorney's fee award be held in an interest-bearing
27 account maintained by Class Counsel pending further order of the Court, following a final report
28 on the distribution process.

1 9. With respect to the distribution of funds pursuant to the Amended Settlement
2 Agreement, the Claims Administrator, upon the completion of the process of such distribution,
3 shall prepare, and cause to be filed with this Court, a declaration regarding the distribution. The
4 Court sets a compliance hearing to occur on Oct. 21, 2015, at 8:45 a.m./p.m., for these
5 purposes, with a status report to be filed no later than five court days prior to the compliance
6 hearing date.

7 10. The Court awards Class Counsel costs in the amount of \$24,786.96. Those costs
8 were reasonable and necessary based on the evidence presented of actual costs incurred and in
9 light of the results achieved.

10 11. The Court appoints Plaintiff Michelle Otts as the Class Representative, and grants
11 Plaintiff's request for an incentive payment in the amount of \$7,500. Ms. Otts' declaration
12 demonstrates that she spent approximately 60-70 hours on the case. The Court finds the incentive
13 payment to be fair and reasonable compensation based on the evidence presented.

14 12. The Court approves payment in the amount of \$15,000 to Heffler Claims Group.
15 ("Heffler") for services rendered by it as Claims Administrator. The Court finds that amount fair
16 and reasonable compensation based on evidence presented of the time and effort spent by Heffler
17 in administering the claims.

18 13. The Parties are directed to comply with the terms of the Amended Settlement
19 Agreement. Per the terms of the Settlement, Defendants are directed to deposit \$100,000 with
20 Heffler Claims Group within five (5) business days of the date the Court enters this Order and
21 Judgment. Defendants are further directed to deposit the balance of the settlement funds,
22 \$300,000, with Heffler Claims Group no later than June 1, 2015.

23 14. Without affecting the finality of this Order and Judgment in any respect, and
24 pursuant to Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
25 Court, the Court retains jurisdiction over this action, the Class Representative, Settlement Class
26 Members, and Defendants for the purposes of: (a) the implementation and enforcement of the
27 Amended Settlement Agreement until each and every act agreed to be performed by the parties to
28 the Amended Settlement Agreement shall have been performed; (b) any other action necessary to

1 conclude this settlement and to implement the Amended Settlement Agreement; and (c) the
2 construction and interpretation of the Amended Settlement Agreement.

3 15. Except as set forth in the Amended Settlement Agreement and this Order and
4 Judgment, Plaintiff and the Settlement Class Members shall take nothing by the Complaint in this
5 action.

6 16. The Court finds that six (6) timely requests for exclusion were filed by Olatoyin
7 Aina, Conrado Bancungan, Crystal Reeve, Sheri A. Wittmer, Natalie S. Jones, and Rochelle L.
8 Day. Accordingly, Olatoyin Aina, Conrado Bancungan, Crystal Reeve, Sheri A. Wittmer, Natalie
9 S. Jones, and Rochelle L. Day are excluded from the Settlement Class and are not bound by the
10 terms of the Amended Settlement Agreement or this Order and Judgment.

11 17. The Court hereby enters judgment.

12
13 **IT IS SO ORDERED.**

14 **JAN 09 2015**
15 Dated: _____

Wynne Carvill

Hon. Wynne Carvill
Judge of the Superior Court