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FILED
Superior Court of California
County of Los Angeles
06/05/2023

David W. Slayton, Executive Officer / Clerk of Court
By: I. Arellanes Deputy

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LAKISTE BARKUS, an individual, on behalf
of herself and all others similarly situated;
DONALD REED, an individual, on behalf of
himself and all others similarly situated,

Plaintiffs,

vs.

CHANCELIGHT BEHAVIORAL HEALTH, a
Corporation, and DOES 1 through 100,
Defendants.

Case No.: 19STCV15592

*[Assigned for all purposes to Hon. Kenneth R.
Freeman, Dept.: SSC-14]*

**REVISED ~~PROPOSED~~ FINAL
JUDGMENT**

Date: May 25, 2023
Time: 10:00 a.m.
Dept.: SSC-14

Complaint Filed: May 6, 2019
FAC Filed: November 13, 2021
Trial Date: None

1 This matter came on regularly for hearing before this Court on May 25, 2023, pursuant to
2 California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of
3 Class Action Settlement (“Preliminary Approval Order”). To date, Settlement Administrator CPT
4 Group, Inc. (“CPT”), has received zero (0) requests to opt-out of the settlement. Having
5 considered the Parties’ Amended Stipulation of Class Action Settlement (“Settlement
6 Agreement” or “Agreement”) and the submissions of counsel,

7 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

8 1. Final Judgment in this matter is hereby entered in conformity with the Parties’
9 Settlement Agreement, this Court’s previous Preliminary Approval Order, and this Court’s Order
10 Granting Plaintiff’s Motion for Final Approval of Class Action Settlement.

11 2. The Court approved the settlement of the litigation set forth in the Settlement
12 Agreement as being fair, just, reasonable and adequate to the Settlement Class Members and is
13 independently satisfied based upon the evidence that the consideration being received for the
14 release of the Settlement Class Members’ claims is reasonable in light of the strengths and
15 weaknesses of the claims and the risks of the particular litigation and that the settlement was not
16 collusive.

17 3. Consistent with the Settlement Agreement, the Settlement Class is defined as:

18 All current and former non-exempt employees of Chancelight in Behavioral
19 Specialists type roles, within the state of California from May 6, 2015,
20 through November 5, 2021.

21 4. Consistent with the Settlement Agreement, Upon the Date of Final Approval, and
22 only after the settlement is fully funded by Defendant, Named Plaintiff and all members of the
23 Settlement Class, except those that make a valid and timely request to be excluded from the
24 Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any
25 forum the following claims against Defendant, its past, present and/or future, officers, directors,
26 owners, managers, agents, representatives, attorneys, insurers, investors, shareholders,
27 administrators, parent companies, subsidiaries, related or affiliated entities, including but not
28 limited to Spectrum Center Schools, and Programs, divisions, predecessors, successors, and/or

1 assigns, in their personal, individual, official, and/or corporate capacities from all claims,
2 demands, rights, liabilities and causes of action that were pled in any of the complaints in the
3 Litigation, or which could have been pled in any of the complaints in the Litigation based on the
4 factual allegations therein, that arose during the Class Period with respect to the following claims:
5 Any and all claims, rights, demands, liabilities, and causes of action premised on the same set of
6 operative facts as alleged against Releasees in the operative Complaint, including, but not limited
7 to claims based on the alleged failure to pay all wages earned, failure to pay overtime, failure to
8 properly calculate the regular rate of overtime, failure to pay minimum wage, failure to pay
9 reporting time, failure to pay timely wages during employment, failure to provide meal periods
10 or pay premium pay for non-compliant meal breaks, failure to provide paid rest periods or pay
11 premium pay for non-compliant rest breaks, failure to pay timely wages at termination/separation,
12 failure to maintain required records, failure to provide accurate itemized wage statements, failure
13 to indemnify for necessary expenditures incurred in discharge of duties, and all claims for unfair
14 business practices, premised on the facts, claims, causes of action or legal theories described
15 above, based on any of the underlying claims that were brought based on same set of operative
16 facts set forth in the operative Complaint, that accrued or accrue through the earlier of either the
17 Preliminary Approval Date or November 5, 2021, whether based on claims under the California
18 Labor Code, including, but not limited to, Sections 200, 201, 202, 203, 204, 210, 218.5, 226,
19 226.2, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1142.2, 1197, 1197.1, 1182.12,
20 1198, 2802, et seq., the applicable Wage Order, or violations of California Business & Professions
21 Code § 17200 et seq., and related tort, contract, and punitive damages claims, and claims for
22 interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and
23 declaratory relief. In addition, Participating Claimants shall also, by endorsing and cashing their
24 Settlement Payment check, consent to the release of claims that could have been asserted under
25 the Fair Labor Standards Act ("FLSA") based on the allegations of the Complaint, including
26 claims for minimum wages, overtime, and liquidated damages. This release shall apply to all
27 claims arising at any point during the Class Period. Released Claims do not include any claims
28


1 that cannot be released as a matter of law, including but not limited to claims for workers'
2 compensation.

3 5. This document shall constitute a final judgment pursuant to California Rule of Court
4 3.769(h).

5
6 **IT IS SO ORDERED.**

7 Dated: _____ R } ^ Á , 2023



8 
9 Hon. Kenneth R. Freeman
10 Judge of the Superior Court
11 Kenneth R. Freeman / Judge