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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~~ ORDER**  
**APPROVING CLASS SETTLEMENT**

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

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1 Having read and considered Plaintiffs' request for final approval of the class action  
2 settlement brought pursuant to California Rule of Court 3.769, and finding objections, if any,  
3 received by any party or filed or presented to the Court were satisfactorily resolved, the Court  
4 finds good cause to GRANT the request for final approval of the class action settlement and enter  
5 Judgment accordingly.

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

7 1. For purposes of this Order granting final approval of the class action settlement, the  
8 Court adopts all defined terms as set forth in the Amended Stipulation of Class Action Settlement  
9 ("Settlement Agreement"), incorporated by reference herein.

10 2. The Court has jurisdiction over the subject matter of the Action, and over all parties  
11 to the Action, including all Class Members.

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

18 4. For purposes of this Final Approval Order, and consistent with the Settlement  
19 Agreement, this Court approves a Settlement Class defined as:

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

23 5. The Court finds that the requirements of California Code of Civil Procedure section  
24 382 have been satisfied and that the named Plaintiffs and Class Counsel fairly and adequately  
25 represent the Final Settlement Class Members and satisfy the requirements to be representatives  
26 of and counsel to the Final Settlement Class Members.

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1           6. The Notice provided to the Class pursuant to the Preliminary Approval Order  
2 constitutes full and adequate notice and is in full compliance with the requirements of California  
3 law and due process of law.

4           7. To date, Settlement Administrator CPT Group, Inc., has received zero (0) requests  
5 to opt-out of the settlement.

6           8. The settlement shall be implemented and consummated in accordance with the  
7 definitions and terms of the Settlement Agreement.

8           9. In accordance with the terms of the Preliminary Approval Order and the Settlement  
9 Agreement, an incentive award of \$5,000.00 to be paid to each of the two named Plaintiffs is  
10 appropriate in recognition of the risk to Plaintiffs as Class Representatives in commencing the  
11 Action, both financial and otherwise; the amount of time and effort spent by Plaintiffs as the Class  
12 Representatives; for the consideration received for the release provided as part of the Settlement  
13 Agreement; and for serving the interests of the Class. The incentive awards shall be paid in  
14 accordance with the Settlement Agreement.

15           10. In accordance with the terms of the Preliminary Approval Order and the Settlement  
16 Agreement, the reasonable and appropriate fees and costs to which Class Counsel is hereby held  
17 entitled shall be \$133,333 in attorneys' fees and \$19,827.20 in actual litigation costs. This fee  
18 and costs award is a fair and reasonable amount to compensate Plaintiffs, the Settlement Class,  
19 and Class Counsel for their attorneys' fees and costs expended. The Court finds that the time  
20 devoted to the matter by Class Counsel was reasonably necessary in the investigation and  
21 prosecution of this action. These amounts shall be paid in accordance with the Settlement  
22 Agreement.

23           11. The Court finds that the payment to the State of California Labor and Workforce  
24 Development Agency ("LWDA") in the amount of \$15,000.00 for its 75% share of the civil  
25 penalties allocated under the Private Attorneys General Act ("PAGA") is fair, reasonable, and  
26 adequate, and orders the Claims Administrator to distribute this payment in conformity with the  
27 terms of the Settlement.

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1           12. The Court orders that the Settlement Administrator shall be paid \$10,000 from the  
2 Maximum Settlement Amount for all of its work done and to be done until the completion of this  
3 matter and finds that sum appropriate.

4           13. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the  
5 negotiations or proceedings connected with it, shall be construed as an admission or concession  
6 by Defendants of the truth of any of the allegations in the Action, or of any liability, fault or  
7 wrongdoing of any kind.

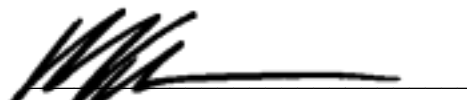
8           14. Upon the Settlement becoming Final, the Settlement Class shall have, by operation  
9 of this Order, fully, finally, and forever released, relinquished, and discharged the Released  
10 Parties from the Released Claims.

11           15. Pursuant to the parties' request, as well as California Code of Civil Procedure section  
12 664.6 and Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over  
13 this action and the parties until final performance of the Settlement Agreement.

14           **IT IS SO ORDERED.**

15 Dated:           R } ^ Á          , 2023



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17 Hon. Kenneth R. Freeman  
18 JUDGE OF THE SUPERIOR COURT  
19 Kenneth R. Freeman / Judge