

FILED  
MERCED COUNTY

2023 MAY 30 AM 9:55

CLERK OF THE SUPERIOR COURT  
BY: *Misty Norman* DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MERCED**

JASMINE JOHNSON, JADE KHODAR-  
FISHER and BRITTNIE BORUFF, individually,  
and on behalf of other members of the general  
public similarly situated;

Plaintiffs,

v.

TRUMPET BEHAVIORAL HEALTH, LLC, a  
Delaware limited liability company; QUALITY  
BEHAVIORAL OUTCOMES, LLC, a  
Delaware limited liability company; and DOES  
1 through 100, inclusive;

Defendants.

Case No.: 21CV-01505

Assigned for All Purposes to:  
Honorable Brian McCabe  
Courtroom 8

**CLASS ACTION**

**~~AMENDED PROPOSED~~ ORDER OF  
FINAL APPROVAL AND JUDGMENT**

Hearing Date: May 26, 2023  
Hearing Time: 8:15 a.m.  
Hearing Place: Courtroom 8

Complaint Filed: May 6, 2021  
FAC Filed: October 21, 2022  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Jasmine Johnson, Jade  
2 Khodar-Fisher, Brittanie Boruff, and Angelica Lazo's ("Plaintiffs") Motion for Final Approval of  
3 Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement  
4 Payments, and after considering the papers submitted in support of the motion, including the  
5 Joint Stipulation of Class Action Settlement ("Settlement Agreement," "Settlement," or  
6 "Agreement"), hereby FINDS AND ORDERS as follows:

7 Plaintiffs and Defendants Trumpet Behavioral Health, LLC, and Quality Behavioral  
8 Outcomes, LLC ("Defendants") entered the Settlement Agreement on or about November 4,  
9 2022 to settle this lawsuit.

10 The Court entered an order dated January 27, 2023 preliminarily approving the  
11 settlement of this lawsuit ("Preliminary Approval Order") consistent with the Code of Civil  
12 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class  
13 Members, and providing Class Members with an opportunity to object to the Settlement or  
14 exclude themselves from the Class.

15 The Court held a Final Approval Hearing on May 26, 2023 to determine whether to give  
16 final approval to the Settlement of this lawsuit.

17 1. Incorporation of Other Documents. This ~~Amended~~ Order of Final Approval and  
18 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise  
19 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning  
20 as set forth in the Settlement Agreement.

21 2. Jurisdiction. Because adequate notice was disseminated and all Class Members  
22 were given the opportunity to request exclusion from the Class, the Court has personal  
23 jurisdiction with respect to the claims of all Class Members. The Court also has subject matter  
24 jurisdiction over this lawsuit, including jurisdiction to approve the Settlement, and grant final  
25 certification of the Class.

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3. Final Class Certification. The Court finds the Class satisfies all applicable requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process. Accordingly, the Court certifies a Class consisting of all current and former individuals who are or who have been employed by Defendants in California during the period from March 1, 2020, through October 7, 2022 as a non-exempt employee (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("Class," "Class Members," and "Class Period"). "Class Members" shall not include any person who submits a timely and valid request for exclusion. There are two thousand one hundred forty-four (2,144) Class Members.<sup>1</sup>

4. Adequacy of Representation. As Class Counsel, Justice Law Corporation have fully and adequately represented the Class for purposes of entering and implementing the Settlement and have satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds the Notice of Class Action Settlement ("Class Notice") and its distribution to Class Members have been implemented pursuant to the Settlement and the Court's Preliminary Approval Order. The Court finds the Class Notice:

a. constitutes notice reasonably calculated to apprise Class Members of: (i) pendency of the lawsuit; (ii) material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to claim an Individual Settlement Payment; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in the lawsuit, whether favorable or unfavorable, on all Class Members;

b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;

c. constitutes the best practicable notice to Class Member under the circumstances of the lawsuit; and

<sup>1</sup> The Settlement Administrator mailed Class Notices to two thousand one hundred forty-five (2,145) Class Members and received one (1) request for exclusion. Thus, there are two

d. constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Final Settlement Approval. The terms and provisions of the Agreement have been entered in good faith and are the product of arm's-length negotiations by experienced counsel who have done a meaningful investigation of the claims. The Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Agreement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement and this Order and Judgment are binding on Plaintiffs and Class Members, as well as their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. Moreover, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in the lawsuit and are encompassed by the Released Claims. The Settlement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

9. Release by All Class Members. Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and finally release and discharge the Released Parties from any and all of the Released Claims for the entirety of the Class Period.

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thousand one hundred forty-four (2,144) Class Members.

1 a. Release by All Settlement PAGA Members. Plaintiffs agree that upon  
2 Defendants fully funding the Settlement, Plaintiffs and the Private Attorneys  
3 General Act of 2004 ("PAGA") Members will release any and all PAGA  
4 Released Claims against Defendants that arose during the PAGA Period.

5 b. General Release by Plaintiffs. In exchange for the consideration set forth in the  
6 Agreement, Plaintiffs, for themselves, their heirs, successors, and assigns provide  
7 a general release to the Released Parties. Plaintiffs also expressly waive and  
8 relinquish any and all claims, rights, or benefits that they may have under Civil  
9 Code section 1542.

10 c. Released Parties. The Released Parties include Defendants, and their past,  
11 present and/or future, direct and/or indirect, owners, officers, directors, members,  
12 managers, employees, agents, representatives, attorneys, insurers, partners,  
13 investors, shareholders, administrators, parent companies, subsidiaries, affiliates,  
14 divisions, predecessors, successors, assigns, legal representatives, and joint  
15 venturers, if any.

16 10. Class Representative Enhancement Payments. The Court finds the Class  
17 Representative Enhancement Payments of \$10,000, to be paid by Defendants to each Plaintiff  
18 out of the Maximum Settlement Amount (totaling \$40,000), to be reasonable and appropriate.  
19 The Class Representative Enhancement Payments are to be paid pursuant to the terms and  
20 provisions set forth in the Settlement Agreement.

21 a. The rationale for making enhancement payments is class representatives should  
22 be compensated for the expense and risk incurred in conferring a benefit on the  
23 Class. Criteria courts consider are: (1) risks in commencing the suit; (2) notoriety  
24 and personal difficulties encountered; (3) amount of time and effort spent; (4)  
25 duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed.

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b. The Court reviewed Plaintiffs' declarations outlining their involvement in the lawsuit. Given the risks inherent in their services as the class representatives, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Enhancement Payments of \$10,000 to each Plaintiff.

11. Attorneys' Fees and Costs. The Court finds the attorneys' fees of \$228,000, to be paid out of the Maximum Settlement Amount by Defendants to Class Counsel, to be reasonable and appropriate. The Court also finds the attorneys' costs as reimbursement for litigation costs incurred of \$16,271.09, to be paid by Defendants to Class Counsel out of the Maximum Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement. Defendants shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs and Class Members. Defendants shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs and Class Members in connection with or related to this lawsuit, Settlement, administration, and/or Released Claims.

a. The Court has an independent right and responsibility to review the attorneys' fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The attorneys' fees of \$228,000 is thirty-eight percent (38%) of the common fund created for the benefit of the Class and is supported by the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, novel and difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds the attorneys' fees is consistent with the marketplace, is reasonable, and is approved.

1           b. The Court reviewed the declaration of Douglas Han regarding the costs  
2           expended. Under the terms of the Settlement, Class Counsel may seek  
3           reimbursement of up to \$25,000. The Court finds Class Counsel expended  
4           \$16,271.09 in litigation costs, and such costs were reasonable. Thus, the Court  
5           approves the payment of the attorneys' costs of \$16,271.09 from the common  
6           fund for the reimbursement of litigation costs.

7           12. Settlement Administration Costs. The Court finds the Settlement Administration  
8           Costs of \$22,550, to be paid by Defendants to the Settlement Administrator out of the  
9           Maximum Settlement Amount, to be reasonable and appropriate. The Settlement Administration  
10          Costs are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

11           a. The Court reviewed the declaration of Lluvia Islas from ILYM Group, Inc., the  
12           Court-approved Settlement Administrator. The Court finds notice was provided  
13           to the Class pursuant to the Preliminary Approval Order, the notice constitutes  
14           the best practicable notice to the Class, and the notice satisfied due process.  
15           Thus, the Court approves the payment of the Settlement Administration Costs of  
16           \$22,550 for the Settlement Administrator's services.

17           13. PAGA Payment. The Court finds the PAGA Payment of \$50,000, seventy-five  
18           percent (75%) of which (\$37,500) will be distributed to the California Labor and Workforce  
19           Development Agency out of the Maximum Settlement Amount and twenty-five percent (25%)  
20           of which (\$12,500) will be included in the Net Settlement Amount and distributed to PAGA  
21           Members, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be  
22           paid pursuant to the terms and provisions set forth in the Settlement Agreement.

23           14. Funding of the Maximum Settlement Amount. No later than thirty (30) business  
24           days after the Effective Date, Defendants will deposit \$600,000 into a Qualified Settlement  
25           Fund administered by the Settlement Administrator. Within thirty (30) calendar days of the  
26           Effective Date and after Defendants have fully funded the Qualified Settlement Fund with the  
27           Maximum Settlement Amount, the Settlement Administrator will issue payments to: (a) all  
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1 Class Members who have not submitted a valid and timely Request for Exclusion, including any  
2 Class Member whose notice was returned as undeliverable; (b) all PAGA Members, (c)  
3 Plaintiffs; (d) Class Counsel; and (e) LWDA. The Settlement Administrator will also issue a  
4 payment to itself for Court-approved services performed in connection with the Settlement.

5 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the  
6 Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend the  
7 Settlement was the product of arm's-length negotiations following litigation, discovery, and  
8 exchange of documentation relating to the claims. The negotiations were facilitated with the aid  
9 of the mediators Jeffrey Ross, who is an experienced class action mediator.

10 a. The fairness of the Settlement is demonstrated by there being no objections to  
11 and only one (1) request for exclusion from the Settlement.

12 16. Uncashed Checks. Settlement checks will remain negotiable for one hundred  
13 eighty (180) calendar days. Any check not cashed within one hundred eighty (180) calendar  
14 days will be void. The funds from the uncashed checks shall be distributed by the Settlement  
15 Administrator to the State Controller's Unclaimed Property Fund.

16 17. Modification of Settlement Agreement. The Class Members are hereby  
17 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications  
18 of the Settlement Agreement only by stipulation signed by both Parties and with approval from  
19 the Court. Such amendments or modifications shall be consistent with this Order and Judgment  
20 and cannot limit the rights of Class Members under the Settlement Agreement.

21 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and  
22 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,  
23 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,  
24 and for any other necessary purpose, including, without limitation:

25 a. enforcing the terms and provisions of the Settlement and resolving any disputes,  
26 claims, or causes of action in the class action that, in whole or in part, are related  
27 to or arise out of the Settlement or this Order and Judgment;  
28

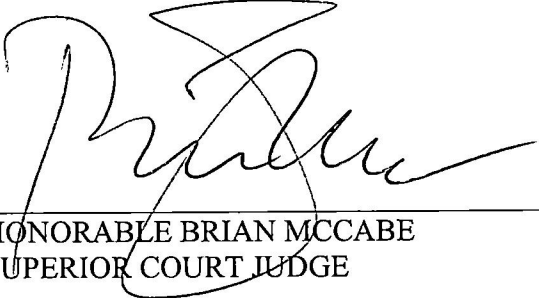
- 1 b. entering such additional orders as may be necessary or appropriate to protect or  
2 effectuate this Order and Judgment approving the Settlement, and permanently  
3 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure  
4 the fair and orderly administration of the Settlement; and  
5 c. entering any other necessary or appropriate orders to protect and effectuate this  
6 Court's retention of continuing jurisdiction.

7 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,  
8 and Class Representative Enhancement Payments is GRANTED. The Settlement Administrator  
9 is directed to carry out the terms of the Settlement Agreement forthwith.

10 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF  
11 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT  
12 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS  
13 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE  
14 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING  
15 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND  
16 THE JUDGMENT THEREON.

17  
18 **IT IS SO ORDERED.**

19  
20 DATED: MAY 30 2023

  
HONORABLE BRIAN MCCABE  
SUPERIOR COURT JUDGE

**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103 and my electronic service address is hdonnelly@justicelawcorp.com.

On May 30, 2023, I served the foregoing document described as

**ORDER OF FINAL APPROVAL AND JUDGMENT**

for the following case: **Johnson, et al. v. Trumpet Behavioral Health, LLC et al.**  
LWDA/Court Case No.: **LWDA Case No.: CM-822151-21**  
**Court Case No.: 21CV-01505**  
**Merced County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

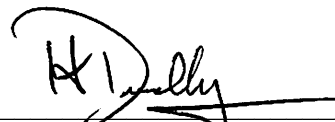
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 30, 2023, at Pasadena, California.

  
Heather Donnelly