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12 individually and on behalf of all others similarly situated.

FILED
Superior Court of California
County of Sacramento
02/02/2024
V. Aleman, Deputy

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN BERNARDINO**

15 TERRA J. TUPPER, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 NATIONAL PSYCHIATRIC CARE AND
20 REHABILITATION SERVICES, INC.;
21 FAIR OAKS RESIDENTIAL
22 TREATMENT FACILITY LLC;
23 NATIONAL HOME HEALTH SERVICES,
24 INC.; and DOES 1 through 20, inclusive,

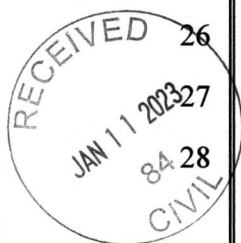
25 Defendants.

Case No. 34-2022-00326696

*Assigned for all purposes to
Hon. Lauri A. Damrell, Dept. 28*

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: February 2, 2024
Time: 9:00 a.m.
Dept.: 28



~~PROPOSED~~ ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT

BY FAX

1 The Court has received and considered the PAGA Settlement Agreement between
2 Plaintiff Terra J. Tupper, as an individual, and on behalf of the people of the State of California
3 and as an “aggrieved employee” acting as a private attorney general under the Labor Code Private
4 Attorneys General Act of 2004, § 2699, *et seq.* (“PAGA”) and Defendant National Psychiatric
5 Care and Rehabilitation Services, Inc. in the above-captioned action.

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

7 The Court hereby approves the Parties’ proposed PAGA Settlement and hereby enters
8 FINAL JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff
9 and the Aggrieved Employees in the amount of \$318,000.00. Of this total amount, \$106,000.00
10 (or 1/3) is awarded as attorney fees paid to Plaintiff’s Counsel, \$12,230.55 is awarded as costs
11 paid to Plaintiff’s Counsel, and \$3,950.00 is awarded as administrative costs paid to the
12 Settlement Administrator, Phoenix Settlement Administrators. The Court orders the Settlement
13 Administrator to carry out its duties as set forth in the PAGA Settlement Agreement
14 (“Settlement”). This Order of Approval of PAGA Settlement and Judgment incorporates the
15 Settlement. This Judgment also incorporates by reference the definitions in the Settlement, and
16 all terms defined therein shall have the same meaning as set forth in the Settlement .

17 Upon Defendant’s fulfillment of its payment obligations under the Agreement, the
18 California Labor Workforce Development Agency (“LWDA”) and all Aggrieved Employees are
19 deemed to release, on behalf of themselves, and their respective former and present
20 representatives, agents, attorneys, heirs, administrator, successors, and assigns, Defendant
21 National Psychiatric Care and Rehabilitation, Inc. and each of its future, former and present parent
22 companies, divisions, real or alleged alter egos, real or alleged joint employers, agents (including,
23 without limitation, any investment bankers, accountants, managing agents, investors, partners,
24 administrators, insurers, reinsurers, attorneys, directors, officers, and employees), shareholders,
25 owners, members, predecessors, successors, assigns, subsidiaries, and affiliations (“Released
26 Parties”) from claims for civil penalties under PAGA tht were alleged or could have been alleged
27 based on the facts alleged in the Operative Complaint and/or the PAGA Notice, which arose
28

1 during the period of September 14, 2021 to August 19, 2023. The PAGA Release of Claims is
2 defined in section 5.2 of the Agreement.

3 Upon Defendant's fulfillment of its payment obligations under the Agreement, and in
4 exchange for the \$10,000.00 Enhancement Payment to Plaintiff, Plaintiff provides a general
5 release of claims as set forth in 5.1 and 5.1.1.

6 The Settlement is not an admission by Defendant or of any of the Released Parties of the
7 validity of any claims in this lawsuit or of any wrongdoing. Neither this Order of Approval and
8 Judgment nor the Settlement may be used as an admission by or against Defendant or the Released
9 Parties.

10 This Judgment is intended to be a final disposition in its entirety of the above captioned
11 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
12 of all matters relating to the interpretation, administration, implementation, effectuation, and
13 enforcement of the Settlement pursuant to C.C.P. § 664.6, including after entry of this Order and
14 Judgment.

15 The Parties are ordered to comply with the terms of the Settlement. The Court hereby
16 enters final judgment based upon the terms of this Order and Settlement.

17 IT IS SO ORDERED.

18
19 Dated: 02/02/2024



20 Hon. Lauri A. Damrell
21 Judge of the Superior Court, County of Sacramento

