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**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

CLAUDIA NUNEZ PORCAYO, on behalf of  
herself and on behalf of all persons similarly  
situated,

Plaintiffs,

v.

THE WHOLE CHILD – MENTAL HEALTH  
& HOUSING SERVICES, a California  
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 21STCV25160

[Action Filed July 8, 2021]

**ADDENDUM TO STIPULATION OF  
SETTLEMENT OF CLASS AND PAGA  
ACTION CLAIMS AND RELEASE OF  
CLAIMS DATED AUGUST 25, 2022**

Judge: Honorable Maren Nelson  
Dept.: 17

1 This Addendum to Stipulation of Settlement of Class and PAGA Action Claims and Release  
2 of Claims dated August 25, 2022 (“Settlement Agreement”) is entered into by and between plaintiff  
3 CLAUDIA NUNEZ PORCAYO (hereinafter “Plaintiff”), an individual, on behalf of the Settlement  
4 Class, and in her representative capacity on behalf of the State of California and the Aggrieved  
5 Employees, and Defendant THE WHOLE CHILD – MENTAL & HEALTH HOUSING SERVICES,  
6 a California Corporation (hereinafter “Defendant”). By operation of the “escalator clause” in Section  
7 II.A.2 of the Settlement Agreement, the Gross Settlement Amount is being increased from \$195,000  
8 to \$199,817. Accordingly, the following Definition, Recitals and Terms of Agreement are modified  
9 and supersede those in the Settlement Agreement, as follows:

10 **I.E:** “Class Counsel Award” means the award of fees and expenses that the Court  
11 authorizes to be paid to Class Counsel for the services they have rendered to  
12 Plaintiff and the Class in the Action, consisting of attorneys’ fees currently not to  
13 exceed one-third of the Gross Settlement Amount currently estimated to be  
14 \$66,599.00 out of \$199,815.00 plus costs and expenses in the amount of  
15 \$15,000.00. Class Counsel’s award for attorneys’ fees will be divided equally  
16 between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law  
17 Group, APLC).

18  
19 **I.O:** (“Gross Settlement Amount” means amount of One Hundred Ninety-Nine  
20 Thousand Eight Hundred Seventeen Dollars and Zero Cents (\$199,817.00) that  
21 Defendant must pay into the QSF in connection with this Settlement, inclusive of  
22 the sum of the Individual Settlement Payments, the Class Representative Service  
23 Award, the Class Counsel Award, PAGA Settlement and the Settlement  
24 Administration Costs and *exclusive* of the employer’s share of payroll tax, if any,  
25 triggered by any payment under this Settlement. The Parties contemplate that  
26 Defendant’s share of payroll taxes will equal approximately Five Thousand Dollars  
27 (\$5000), which it will pay separately.

1           **III.A.1** (“Settlement Consideration and Settlement Payments by Defendant;” “Settlement  
2 Consideration):

3           In full and complete settlement of the Action, and in exchange for the releases set  
4 forth below, Defendant will pay the sum of the Individual Settlement Payment, the  
5 Class Representative Service Award, the Class Counsel Award, PAGA Settlement,  
6 and the Settlement Administration Costs, as specified in this Agreement, equal to  
7 the Gross Settlement Amount of One Hundred Ninety-Nine Thousand Eight  
8 Hundred Seventeen Dollars and Zero Cents (\$199,817.00). The Parties agree that  
9 this is a non-reversionary Settlement and that no portion of the Gross Settlement  
10 Amount shall revert to Defendant. Other than the Defendant’s share of employer  
11 payroll taxes, Defendant shall not be required to pay more than the Gross  
12 Settlement Amount, except as provided in the Stipulation of Settlement of Class  
13 and PAGA Action Claims and Release of Claims dated August 25, 2022.

14  
15           **III.M.10: Class Counsel Award.** Defendant understands a motion by Class  
16 Counsel for attorneys’ fees not to exceed one-third of the Gross Settlement Amount  
17 currently estimated to be \$66,599.00 plus costs and expenses supported by  
18 declaration not to exceed Fifteen Thousand Dollars (\$15,000.00), from the Gross  
19 Settlement Amount will be filed. Any portion of the requested Class Counsel  
20 Award that is not awarded to Class Counsel shall be part of the Net Settlement  
21 Amount and shall be distributed to Settlement Class Members as provided in this  
22 Agreement. The Settlement Administrator shall allocate and pay the Class Counsel  
23 Award to Class Counsel from the Gross Settlement Amount no later than fifteen  
24 (15) calendar days after the Funding Date. Class Counsel shall be solely and legally  
25 responsible to pay all applicable taxes on the payment made pursuant to this  
26 paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC  
27 to Class Counsel for the payments made pursuant to this paragraph. In the event  
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1 that the Court reduces or does not approve the requested Class Counsel Award,  
2 Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to  
3 appeal such order, and the Settlement will remain binding.

4 The Notice Packet, attached hereto as Exhibit A, has been modified to reflect the  
5 change in the Gross Settlement Amount and changes ordered by the Court on September 12,  
6 2022.

7 All other Definitions, Recitals, and Terms of Agreement shall remain the same.  
8

9 **IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:**

10  
11 DATED: Sep 16, 2022

Claudia Nuñez

Claudia Nuñez (Sep 16, 2022 12:57 PDT)

CLAUDIA NUNEZ PORCAYO

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14 **IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:**

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16 DATED: 9/14/22

Constanza Pachon

THE WHOLE CHILD – MENTAL HEALTH &  
HOUSING SERVICES

18 Constanza Pachon

19 Printed Name

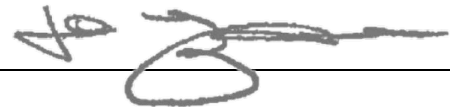
20 CEO

21 Title

22 **IT IS SO AGREED AS TO FORM BY COUNSEL:**

23  
24 DATED: September 16, 2022

JCL LAW FIRM, A.P.C.

25 By: 

26 Attorneys for Plaintiff and the Settlement Class  
27 Members  
28

1  
2 DATED: September 16, 2022

ZAKAY LAW GROUP, APLC

3 By: 

4 Attorneys for Plaintiff and the Settlement Class  
5 Members

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7 DATED: Sept. 16, 2022

DEBRA ELLWOOD MEPPEN

8 DINA GLUCKSMAN

9 MATTHEW THERIAULT

GORDON REES SCULLY MANSUKANT LLP

10 By: 

11 Attorneys for Defendant  
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