

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff CLAUDIA NUNEZ PORCAYO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

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

Plaintiffs,)

vs.)

THE WHOLE CHILD – MENTAL HEALTH)
& HOUSING SERVICES, a California)
Corporation; and Does 1 through 50,)
Inclusive,)

Defendants.)

Case No. 21STCV25160

[PROPOSED] JUDGMENT

Hearing Date: January 9, 2022
Hearing Time: 9:00 AM

Honorable Judge Maren Nelson
Department 17

Trial Date: Not Set
Action Filed: July 8, 2021

FILED
Superior Court of California
County of Los Angeles

04/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Mata Deputy

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on January 9, 2022, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "all individuals who are or previously were employed by
10 Defendant in California and classified as non-exempt employees at any time during the Class
11 Period." The Class Period is defined as the period between July 8, 2017 to May 1, 2022.

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. The deadline to request exclusion was on December 17, 2022. None of the Class Members
15 requested exclusion.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final
17 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
18 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
19 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
20 Motion for Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefits.

25 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
26 Member who has not validly opted out has released the "Released Class Claims" against the
27 Defendant as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
2 The Released Class Claims are defined all class claims alleged in the operative complaint or that
3 could have been stated based on the facts alleged in the Action, including but not limited to federal
4 and state wage and hour claims (including all claims under the California Labor Code and/or Fair
5 Labor Standards Act) for unpaid wages, minimum wage, overtime, wages for off-the-clock work,
6 meal periods, rest periods, wage statement violations, waiting time penalties, failure to maintain
7 records, interest, penalties, and attorneys' fees, unfair competition and the related provisions of the
8 Business & Professions Code including sections 17200 and 17203, Labor Code sections 201, 202,
9 203, 204, 206.5, 210, 226, 226.2, 226.7, 246 510, 512, 515, 558, 1194, 1197, 1197.1, 1198, and
10 2802 and all claims under the governing Wage Order(s), which occurred during the Class Period,
11 and expressly excluding all other claims, including claims for vested benefits, wrongful
12 termination, unemployment insurance, disability, social security, workers' compensation, and class
13 claims outside of the Class Period. Defendant means The Whole Child - Mental Health &
14 Housing Services.

15 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
16 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
17 "Aggrieved Employee" has released the Released Parties from the "Released PAGA Claims" for
18 the "PAGA Period" as set forth in the Agreement.

19 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
20 The Aggrieved Employees are defined as all individuals who are or previously were employed by
21 Defendant in California and classified as non-exempt employees at any time during the PAGA
22 Period. The Released PAGA Claims are defined as all PAGA claims for penalties and any other
23 available relief pursuant to the PAGA alleged in the operative complaint and/or Plaintiff's PAGA
24 notice to the LWDA which occurred during the PAGA Period including for violations of
25 California Labor Code sections , 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 1197,
26 1197.1, 1198, 2802 and expressly excluding all other claims, including claims for vested benefits,
27 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
28

1 and PAGA claims outside of the PAGA Period. The PAGA Period means the period between
2 April 30, 2020 to May 1, 2022.

3 9. This Court hereby grants final approval and awards the following: (i) \$83,636.00
4 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Sixty-
5 Eight Thousand Six Hundred Thirty-Six Dollars and Zero Cents (\$68,636.00) and litigation
6 expenses in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); (ii) the Class
7 Representative Service Award to Class Representative, Claudia Nunez Porcayo, in the amount of
8 Five Thousand Dollars and Zero Cents (\$5,000.00) in exchange for a general release; (iii)
9 settlement administration costs of Eight Thousand Dollars and Zero Cents (\$8,000.00) to ILYM
10 Group, Inc. ("Settlement Administration Cost"); and (iv) Seven Thousand Five Hundred Dollars
11 and Zero Cents (\$7,500.00) (75% of the PAGA Settlement) to the Labor and Workforce
12 Development Agency ("LWDA Payment").

13 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
14 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
15 California Labor Code section 2699(1)(3).

16 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
17 **ORDERED.**

18
19 DATED: 04/21/2023, 2022
20

21
22 
23 Hon. Maren Nelson
24 Judge, Superior Court for the State of California,
25 County of Los Angeles
26
27
28