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15 THE WHOLE CHILD - MENTAL HEALTH & HOUSING SERVICES

16 SUPERIOR COURT OF CALIFORNIA

17 COUNTY OF LOS ANGELES

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

21 Plaintiffs,

22 vs.

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

26 Defendants.

Case No. 21STCV25160

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC., IN SUPPORT
OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: January 9, 2023

Time: 9:00 a.m.

Judge: Hon. Maren Nelson

Dept.: 17

1 I, Nicole Bench declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Porcayo,*
6 *et al. v. The Whole Child* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Pendency Of Class Action* (referred to as “Notice Packet”); (b) receiving and processing
18 requests for exclusion and objections to the settlement; (c) resolving Settlement Class Members’
19 disputes over the number of workweeks Defendants have record of them working during the Class
20 Period, which was pre-printed on their individualized Class Notice; (d) calculating individual
21 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
22 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
23 and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the
24 terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the
25 Court orders ILYM Group to perform.

26 4. On September 14, 2022, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice
28 Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On September 26, 2022, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, the
3 total number of applicable workweeks worked for each Settlement Class Member during the class
4 period and the total number of applicable pay periods worked for each qualifying PAGA Employee
5 during the PAGA Period. The data file was uploaded to our database and checked for duplicates
6 and other possible discrepancies. The Class List contained 218 individuals.

7 6. As part of the preparation for mailing, all 218 names and addresses contained in the
8 Class List were then processed against the National Change of Address (“NCOA”) database,
9 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
10 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
11 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
12 address was found in the NCOA database, the updated address was used for the mailing of the
13 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
14 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

15 7. On November 2, 2022, the Notice Packet was mailed, via U.S First Class Mail, to
16 all 218 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
17 copy of the mailed Notice Packet.

18 8. As of the date of this declaration, 3 Notice Packets have been returned to our office
19 as undeliverable. Of the 3 returned Notice Packets, none included a returned with a forwarding
20 address. ILYM Group performed a computerized skip trace on the 3 returned Notice Packets that
21 did not have a forwarding address, in an effort to obtain an updated address for purpose of re-
22 mailing the Notice Packet. As a result of this skip trace, 3 updated addresses were obtained and
23 the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S First Class
24 Mail.

25 9. As of the date of this declaration, a total of 3 Notice Packets have been re-mailed as
26 a result of ILYM Group’s skip tracing efforts.

27 10. As of the date of this declaration, there are 0 Notice Packets that remain
28 undeliverable.

1 11. As of the date of this declaration, ILYM Group has not received any requests for
2 exclusion. The deadline to request exclusion from the Settlement is December 17, 2022.

3 12. As of the date of this declaration, ILYM Group has not received any objections to
4 the Settlement. The deadline to file an objection to the Settlement is December 17, 2022.

5 13. As of the date of this declaration, ILYM Group has not received any disputes from
6 a Settlement Class Member.

7 14. As of the date of this declaration, ILYM Group will report a total of 218
8 Participating Class Members, representing 100% of the 218 Settlement Class Members.

9 15. Participating Class Members will receive a proportional share of the Net Settlement
10 Amount through individual settlement payments, based on the number of workweeks worked by
11 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
12 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
13 and Litigation Costs, the Class Representative Enhancement Payment, Claims Administration Fees
14 to ILYM Group, and the PAGA allocation, e.g.,

15	Gross Settlement Fund	\$206,115.00
16	Attorney's Fees	\$68,636.00
17	Attorney's Costs	\$15,000.00
18	Enhancement Payment	\$10,000.00
19	ILYM Group Fees	\$8,000.00
20	LWDA	\$7,500.00
21	PAGA Allocation to Aggrieved Employees	\$2,500.00
22	Net Settlement Amount	\$94,479.00

23 To determine a Participating Class Members' individual settlement award payment, the distribution
24 will be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable
25 Workweeks worked by each Class Member during the Class Period, to the total number of
26 Applicable Workweeks worked by all Class Members during the Class Period. The total Applicable
27 Workweeks worked during the Class Period is 15,359.83. Based on these calculations, the
28 Participating Class Members will receive an estimated average gross payment of \$433.39, with the

estimated highest gross payment being \$1,466.41. To determine a PAGA Aggrieved Employees' individual settlement award payment, the distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. The total Applicable PAGA Pay Periods worked during the PAGA Period is 6,191.00. Based on these calculations, the Participating Aggrieved Employees will receive an estimated average gross payment of \$11.47, with the estimated highest gross payment being \$19.79.

16. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$8,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 13th day of December 2022, at Tustin, California.

Nicole Bench
NICOLE BENCH

EXHIBIT “A”

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Porcayo v. The Whole Child, Los Angeles County Superior Court Case No. 21STCV25160)

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$«Est_Settlement_Amount_for_Class». See the explanation below. Your estimated share of the PAGA Settlement is: \$«Est_Settlement_Amount_for_PAGA». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. You may present your objections at the Final Approval Hearing at 9:00 A.M. on January 9, 2023, at the Los Angeles County Superior Court, Dept. 17, located at 312 North Spring Street, CA 90012 before Judge Maren Nelson.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Los Angeles (the “Court”) has been reached between Plaintiff Claudia Nunez Porcayo (“Plaintiff”) and Defendant, The Whole Child–Mental Health & Housing Services) a California Corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a Class Member and/or Aggrieved Employee, which is defined as:

“Class Members” or the “Class” means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.

“Class Period” means is the period of time running from July 8, 2017, to May 1, 2022.

“Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period.

“PAGA Period” means the period between April 30, 2020, and May 1, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On July 8, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512,

and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse Plaintiff for required expenses in violation of California Labor code 2802; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendant denies and disputes all claims asserted in the Actions. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant fully reimbursed members of the class for required business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Actions.

On March 15, 2022, the Parties participated in an all-day mediation with Jeffrey Krivis, Esq., an experienced mediator of wage and hour class actions. The mediation concluded with a settlement after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on September 12, 2022. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Two Hundred Six Thousand. One Hundred Fifteen Dollars and Zero Cents (\$206,115.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement, and the Settlement Administration Costs and is exclusive of the employer's share of payroll tax.

Fifteen days after the Effective Date, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

1. **Settlement Administration Expenses.** Payment to the Settlement Administrator, estimated not to exceed \$8,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
2. **Class Counsel Award.** Is the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Action, consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$68,705.00 out of \$206,115.00 plus costs and expenses in the amount of \$15,000.00. Class Counsel's award for attorneys' fees will be divided equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
3. **Class Representative Service Award.** Class Representative Service Award of up to Ten Thousand Hundred Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
4. **PAGA Settlement.** Ten Thousand Dollars (\$10,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$7,500) to the California Labor and Workforce Development Agency no later than twenty-five (25) calendar days after the Funding Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Settlement (\$2,500) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment").
5. **Calculation of Payments to Settlement Class Members.** After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Settlement, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to Class Members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of Workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant. In order to ensure an equitable distribution of the Net Settlement Amount, each Class Member's Workweek total will be calculated by dividing their total days worked by 5.

6. **Calculation of PAGA Penalties Payments to PAGA Employees.** Using the Class Data, the Settlement Administrator shall add up the total number of PAGA pay periods for all Aggrieved Employees during the PAGA Period. The respective PAGA pay periods for each Aggrieved Employee will be divided by the total PAGA pay periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee’s estimated share of the PAGA Settlement.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 10% of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 90% of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Funding Date, in exchange for the consideration set forth in [the] Agreement, Plaintiff and the Settlement Class Members release the Defendant from the Released Class Claims for the Class Period. The Released Class Claims means all class claims alleged in the operative complaint or that could have been stated based on the facts alleged in the Action, including but not limited to federal and state wage and hour claims (including all claims under the California Labor Code and/or Fair Labor Standards Act) for unpaid wages, minimum wage, overtime, wages for off-the-clock work, meal periods, rest periods, wage statement violations, waiting time penalties, failure to maintain records, interest, penalties, and attorneys’ fees, unfair competition and the related provisions of the Business & Professions Code including sections 17200 and 17203, Labor Code sections 201, 202, 203, 204, 206.5, 210, 226, 226.2, 226.7, 246 510, 512, 515, 558, 1194, 1197, 1197.1, 1198, and 2802 and all claims under the governing Wage Order(s), which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

Released PAGA Claims. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Defendant from the PAGA Released Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendant for the PAGA Released Claims regardless of whether the Aggrieved Employee requests to be excluded from the [Class Action] portion of the Settlement. Released PAGA Claims shall mean all PAGA Claims for penalties and any other available relief pursuant to PAGA alleged in the operative complaint and/or Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period including violations of California Labor Code sections, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant’s records reflect that you have **«CLASS Weeks»** Workweeks worked during the Class Period (July 8, 2017, to May 1, 2022).

Based on this information, your estimated Individual Settlement Payment is \$«Est_Settlement_Amount_for_Class».

Defendant’s records reflect that you have **«PAGA Pay Periods»** pay periods worked during the PAGA Period (April 30, 2020, to May 1, 2022).

Based on this information, your estimated PAGA Payment is \$«Est_Settlement_Amount_for_PAGA».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than **December 17, 2022**.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc., (888) 250-6810.

The Court will hold a hearing on January 9, 2023, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.ilymgroupclassaction.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the class portion of the Settlement, you may exclude yourself for "opt out." **If you opt out, you will receive NO money from the class Settlement, and you will not be bound by its terms, except as provided as follows.**

Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than December 17, 2022. The address for the Settlement Administrator is P.O. Box 2031, Tustin, CA 92781. The request for exclusion must state in substance that the Class Member has read the Class Notice and wishes to opt out of the class action settlement. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after December 17, 2022, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Porcayo v. The Whole Child, Case No. 21STCV25160***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than December 17, 2022. The address for the Settlement Administrator is P.O. Box 2031, Tustin, CA 92781.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
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San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendant:

Debra E. Meppen, Esq.
Dina Glucksman, Esq.
Matthew Theriault, Esq.
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, Ca 90071
Tel.: (213) 576-5000
Fax: (213) 680-4470
Email: dmeppen@grsm.com
dglucksman@grsm.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 A.M. on January 9, 2023, at the Los Angeles County Superior Court, Dept. 17, located at 312 North Spring Street, CA 90012 before Judge Maren Nelson. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing via audio or video to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (888) 250-6810 or write to, *Porcayo v. The Whole Child, Case No. 21STCV25160*, Settlement Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

1. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
2. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to State Controller's Office. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Porcayo v. The Whole Child

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM_ID

QR

Code»

ILYM ID: «ILYM_ID» «PC»

«First_Name» «Last_Name»

«Address»

«City», «State» «Zip_Code»

Porcayo v. The Whole Child

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Postage Will
Be Placed Here
Prior To
Mailing

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address>>

<< City>>, <<State>> <<Zip Code>>