

SALUSKY LAW GROUP, APC
Anna R. Salusky, Esq. (SBN: 222484)
3738 Bayer Avenue, Suite 104, Long Beach, CA 90808
Tel: (562) 855-0004/Fax: (562) 855-0002
Email: asalusky@saluksylaw.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/15/2024 6:49 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk

Attorney for Plaintiff GINA GOMEZ,
on behalf of herself and all others similarly situated.

HILLIER DIGIACCO LLP
Francis A. DiGiacco, Esq. (SBN: 265625)
600 West Broadway, Suite 700, San Diego, CA 92101
Tel: (619) 330-5120/Fax: (619) 839-3895
Email: frankie@hdlawllp.com

Attorneys for Plaintiff JANETTE GALLEGOS,
similarly situated individuals, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JANETTE GALLEGOS, individually, and on
behalf of other members of the general public
similarly situated and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

v.

CHILDREN'S INSTITUTE, INC., a California
non-profit corporation; and DOES 1 through
50, inclusive,

Defendants.

GINA GOMEZ, on behalf of herself and all
others similarly situated and the general public,

Plaintiff,

v.

CHILDREN'S INSTITUTE, INC., a California
Nonprofit Public Benefit Corporation; and
DOES 1 through 50 inclusive,

Defendants.

Lead Case No. 21STCV19276
Related to Case No. 21STCV35411
Hon. Elihu M. Berle
Dept. LA – 006

**NOTICE OF ENTRY OF SECOND
AMENDED FINAL JUDGMENT**

DATE: August 20, 2024
TIME: 8:30 a.m.

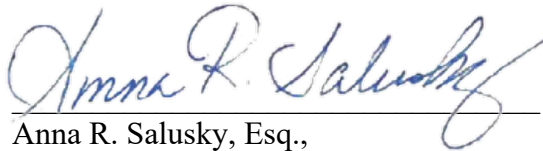
1 TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on August 7, 2024, the Honorable Elihu M. Berle entered
3 the Second Amended Final Judgement; A true and correct copy of which is attached hereto as
4 **Exhibit 1.**

5
6 Dated: August 15, 2024

SALUSY LAW GROUP, APC

7
8 By:



9 Anna R. Salusky, Esq.,
10 Attorney for Plaintiffs
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

08/07/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

SALUSKY LAW GROUP, APC
Anna R. Salusky, Esq. (SBN: 222484)
3738 Bayer Avenue, Suite 104, Long Beach, CA 90808
Tel: (562) 855-0004/Fax: (562) 855-0002
Email: asalusky@saluksylaw.com

Attorney for Plaintiff GINA GOMEZ,
on behalf of herself and all others similarly situated.

HILLIER DIGIACCO LLP
Francis A. DiGiacco, Esq. (SBN: 265625)
600 West Broadway, Suite 700, San Diego, CA 92101
Tel: (619) 330-5120/Fax: (619) 839-3895
Email: frankie@hdlawllp.com

Attorneys for Plaintiff JANETTE GALLEGOS,
similarly situated individuals, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JANETTE GALLEGOS, individually, and on
behalf of other members of the general public
similarly situated and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

v.

CHILDREN'S INSTITUTE, INC., a California
non-profit corporation; and DOES 1 through
50, inclusive,

Defendants.

GINA GOMEZ, on behalf of herself and all
others similarly situated and the general public,

Plaintiff,

v.

CHILDREN'S INSTITUTE, INC., a California
Nonprofit Public Benefit Corporation; and
DOES 1 through 50 inclusive,

Defendants.

Lead Case No. 21STCV19276
Related to Case No. 21STCV35411
Hon. Elihu M. Berle
Dept. LA – 006

**~~[PROPOSED]~~ SECOND AMENDED
FINAL JUDGMENT**

DATE: August 20, 2024
TIME: 8:30 a.m.

1 The Motion of Plaintiffs Janette Gallegos and Gina Gomez (“Plaintiffs”) for Final
2 Approval of Class Action Settlement, Class Representative Service Award, Attorney Fees and
3 Costs, PAGA Settlement, and Settlement Administration Fees came on regularly for hearing on
4 September 13, 2023, pursuant to California Rule of Court 3.769 and this Court’s earlier Order
5 Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) on
6 May 22, 2023. Having considered the Settlement Agreement¹ and submissions of counsel, the
7 Court hereby ORDERS as follows:

8 1. This Amended Final Judgment in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
10 of Class Action Settlement (the “Final Approval Order”).

11 2. The Settlement Class is defined in the Settlement Agreement as the following
12 class:

13 a. All persons employed by Defendant in California and classified as non-exempt
14 hourly employees, who worked for Defendant from May 21, 2017, through the
15 date of preliminary approval.

16 3. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released
19 Parties as follows:

20 a. **Plaintiff’s Release:** Plaintiffs and their respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns
22 generally, release and discharge Released Parties from all claims, transactions, or
23 occurrences that occurred during the Class Period, including but not limited to: (a)
24 all claims that were, or reasonably could have been alleged, based on the facts
25

26 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
27 Settlement.

1 contained, in the Operative Complaint and (b) all PAGA claims that were, or
2 reasonably could have been, alleged based on facts contained in the Operative
3 Complaint, Plaintiffs' PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release
4 does not extend to any claims or actions to enforce this Agreement, or to any
5 claims for vested benefits, unemployment benefits, disability benefits, social
6 security benefits, workers' compensation benefits that arose at any time, or based
7 on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
8 discover facts or law different from, or in addition to, the facts or law that
9 Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs'
10 Release shall be and remain effective in all respects, notwithstanding such
11 different or additional facts or Plaintiff's discovery of them. For purposes of
12 Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions,
13 rights, and benefits, if any, of section 1542 of the California Civil Code.

14 **b. Release by Participating Class Members Who Are Not Aggrieved Employees:**

15 All Participating Class Members, on behalf of themselves and their respective
16 former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, release Released Parties from all claims that were alleged,
18 or reasonably could have been alleged, based on the Class Period facts stated in
19 the Operative Complaint. Except as set forth in Section 6.3 of the Settlement
20 Agreement, Participating Class Members do not release any other claims,
21 including claims for vested benefits, wrongful termination, violation of the Fair
22 Employment and Housing Act, unemployment insurance, disability, social
23 security, workers' compensation, or claims based on facts occurring outside the
24 Class Period.

25 **c. Release by Non-Participating Class Members who Are Aggrieved Employees:**

26 All Non-Participating Class Members who are Aggrieved Employees are deemed
27
28

1 to release, on behalf of themselves and their respective former and present
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
3 the Released Parties from all claims for PAGA penalties that were alleged, or
4 reasonably could have been alleged, based on the PAGA Period facts stated in the
5 Operative Complaints, and the PAGA Notices.

6 4. The following are the Class Members who have requested exclusion and are not
7 bound by the judgment:

8 a. Todd Sosna and Darryl Presley.

9 5. Uncashed funds remaining after the check expiration date of May 13, 2024, that
10 total of \$52,522.84 was paid to Legal Aid Foundation of Los Angeles on May 28, 2024, as the *cy*
11 *pres*, pursuant to the Court's Order Approving the Class Settlement.

12 6. This document shall constitute a final judgment pursuant to California Rule of
13 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
14 approval hearing, the court must make and enter judgment. The judgment must include a
15 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
16 judgment. The court may not enter an order dismissing the action at the same time as, or after,
17 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
18 Approval Order, and this Judgment.

19 **IT IS SO ORDERED.**



Elihu M. Berle

20
21 Dated: 08/07/ 2024

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Judge of the Superior Court

PROOF OF SERVICE

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 3738 Bayer Avenue, Suite 104, Long Beach, CA 90808. On **August 15, 2024**, I served a true and correct copy of the following document(s):

NOTICE OF ENTRY OF SECOND AMENDED FINAL JUDGMENT

Attorneys For Defendant:

James S. Cooper, Esq. (SBN 162469)
Jennifer Raphael Komsky, Esq. (SBN 190228)
LEVINSON ARSHONSKY & KURTZ, LLP
15303 Ventura Blvd., Suite 1650
Sherman Oaks, CA 91403
Email: jcooper@laklawyers.com
jkomsky@laklawyers.com
Via Case Anywhere

Attorneys for Plaintiff, Janette Gallegos:

David J. Harris Jr.
FINKELSTEIN & KRINSK LLP
501 W. Broadway, Ste. 1260
San Diego, CA 92101
djh@classactionlaw.com
Via E-mail

ANDREW E. HILLIER
FRANCIS A. DIGIACCO
HILLIER DIGIACCO LLP
600 West Broadway, Suite 700
San Diego, CA 92101
andrew@hdlawllp.com
frankie@hdlawllp.com
Via E-mail

- ☐ **By United States Mail (CCP §§1013a, et seq.):** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, with postage fully prepaid.
- ☐ **By Overnight Delivery/Express Mail (CCP §§1013(c)(d), et seq.):** I enclosed said document(s) in a sealed envelope or package provided by an overnight delivery carrier to each addressee. I placed the envelope or package, delivery fees paid for, for collection and overnight delivery at an office or at a regularly utilized drop box maintained by the express service carrier at 3738 Bayer Avenue, Long Beach, California.
- ☐ **By Fax Transmission (CRC 2.306):** Based on a written agreement of the parties to accept service by fax transmission, I faxed said document(s) to each addressee's fax number. The facsimile machine that I utilized, (562) 855-0002, complied with California Rules of Court, Rule 2.301(3), and no error was reported by the machine. Pursuant to Rule 2.306(h)(4), I caused the machine to print a record of the transmission, a copy of which is attached to the original of this proof of service.
- ☒ **Electronic Service.** A true and correct copy of the above documents were electronically served on counsel of record by transmission to the Case Anywhere system and/or e-mail.

////

////

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Executed on **August 15, 2024**, at Platte City, Missouri.

/S/ Jerin Wilkinson
JERIN WILKINSON