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1 Karen I. Gold (State Bar No. 258360)  
kgold@blackstonepc.com  
2 Marissa A. Mayhood (State Bar No. 334376)  
mmayhood@blackstonepc.com  
3 Alexandra Rose (State Bar No. 329407)  
arose@blackstonepc.com  
4 Jasmine Y. Kianfard (State Bar No. 349975)  
jkianfard@blackstonepc.com  
5 **BLACKSTONE LAW, APC**  
6 8383 Wilshire Boulevard, Suite 745  
7 Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

8 Attorneys for Plaintiff Elba Garcia and the Class

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 ELBA GARCIA, individually and on behalf of  
13 others similarly situated,

14 Plaintiff,

15 vs.

16 SOUTH CENTRAL LOS ANGELES  
17 REGIONAL CENTER FOR  
18 DEVELOPMENTALLY DISABLED  
PERSONS, INC. a California Nonprofit; and  
DOES 1 through 25, inclusive,

19 Defendants.  
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**FILED**  
Superior Court of California  
County of Los Angeles  
05/06/2026

David W. Slayton, Executive Officer / Clerk of Court  
By:           N. Navarro           Deputy

Case No.: 24STCV04382

[Consolidated with Case No. 24STCV1005]

Honorable Laura A. Seigle  
Department 17

**~~PROPOSED~~ FINAL APPROVAL ORDER  
AND JUDGMENT**

Date: May 6, 2026  
Time: 9:00 a.m.  
Dept.: 17

Complaint Filed: February 21, 2024  
Trial Date: Not Set

1 Plaintiff Elba Garcia’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA  
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs  
3 came before this Court on **May 6, 2026 at 9:00 a.m.** before the Honorable Laura A. Seigle in  
4 Department 17 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring  
5 Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement  
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and  
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration  
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Jasmine Y.  
10 Kianfard), the Class Representative (Elba Garcia), and the Settlement Administrator (Cassandra  
11 Polites on behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in  
12 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and  
13 documents thereto, the Court grants final approval of the Settlement and **HEREBY ORDERS AND**  
14 **MAKES THE FOLLOWING DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and  
16 over Plaintiff and Defendant South Central Los Angeles Regional Center For Developmentally  
17 Disabled Persons, Inc. (“Defendant”) (together, with Plaintiff, the “Parties”), including all members  
18 of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement  
20 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for  
21 Defendant in the State of California at any time during the Class Period.” The “Class Period” is  
22 defined as the period from February 21, 2020 through November 18, 2025.

23 3. The Court appoints Plaintiff Elba Garcia as the Class Representative for settlement  
24 purposes only.

25 4. The Court appoints Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood,  
26 Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC as Class Counsel for settlement  
27 purposes only.

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1           5.       The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms  
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section  
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and  
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by  
5 providing individual notice to all Class Members who could be identified through reasonable effort,  
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the  
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8           6.       The Court finds the Settlement was entered into in good faith, that the Settlement is  
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable  
10 requirements for final approval of this class action settlement under California law, including the  
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
12 3.769.

13           7.       The Settlement Agreement is not an admission by Defendant, or by any other Released  
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing  
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any  
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or  
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever  
18 by or against Defendant or any of the other Released Parties.

19           8.       The Court finds that Veronica Hurtado has validly and timely opted out of the Class  
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21           9.       In addition to any recovery that Plaintiff may receive under the Settlement, and in  
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from  
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of <sup>\$7,500.00</sup>~~\$15,000.00~~.

24           10.      The Court approves the payments from the Gross Settlement Amount of attorneys’ fees  
25 to Class Counsel in the sum of <sup>\$1,633,333.33</sup>~~\$1,715,000.00~~ and reimbursement of actual litigation costs and  
26 expenses to Class Counsel in the sum of \$30,315.20. The attorneys’ fees and reimbursement of  
27 litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee  
28 award is determined based on a reasonable percentage of the common fund obtained for the Class.

1 Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual  
2 benefit obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the  
4 amount of \$9,750.00 to ILYM Group, Inc. for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$75,000.00 to the California  
6 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward  
7 PAGA penalties.

8 13. It is hereby ordered that within five (5) business days after the Effective Date,  
9 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement  
10 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

11 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross  
12 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments  
13 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and  
14 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and  
15 Settlement Administration Costs to itself.

16 15. Each Individual Settlement Payment and Individual PAGA Payment check will be  
17 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are  
18 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be  
19 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property  
20 Division in the name of the Settlement Class Member and/or PAGA Employee.

21 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff  
22 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,  
23 compromised, relinquished, and discharged the Released Parties of any and all claims which were  
24 alleged or which could have been reasonably alleged based on the factual allegations in the Class  
25 Operative Complaint, arising during the Class Period, which shall specifically include claims for  
26 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest  
27 periods and associated premium payments, timely pay wages during employment and upon  
28 termination, provide accurate wage statements, and reimburse necessary business-related expenses in

1 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194,  
2 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and  
3 California Business and Professions Code sections 17200, *et seq.* (collectively, “Released Class  
4 Claims”).

5 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,  
6 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed  
7 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the  
8 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter  
9 and the PAGA Operative Complaint, arising during the PAGA Period, for civil penalties under the  
10 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall  
11 specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages,  
12 provide compliant meal and rest periods and associated premium payments, timely pay wages during  
13 employment and upon termination, provide compliant wage statements, maintain complete and  
14 accurate payroll records, and reimburse necessary business-related expenses in violation of California  
15 Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,  
16 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively,  
17 “Released PAGA Claims”).

18 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,  
19 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,  
20 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,  
21 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of  
22 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or  
23 unasserted, arising out of, relating to, or resulting from her employment and/or separation of  
24 employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement  
25 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be  
26 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this  
27 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.  
28 Any and all rights granted under any state or federal law or regulation limiting the effect of the

1 Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE  
2 HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
6 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
7 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
8 PARTY.

9 19. "Released Parties" means Defendant and its current and former officers, directors,  
10 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

11 20. This Court shall retain jurisdiction with respect to all matters related to the  
12 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,  
13 or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
14 Settlement and the determination of all controversies relating thereto.

15 21. Notice of entry of this Order and Judgment shall be given to the Class Members by  
16 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of  
17 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

18 22. A Non-Appearance Case Review re: Final Report is set for  
19 December 8, 2026 at 8:30 am in Department 17 of this Court located at  
20 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Settlement  
21 Administrator shall file a Final Report by December 1, 2026.

22 **IT IS SO ORDERED.**

23 Dated: 05/06/2026



24 *Laura Seigle*  
25 Honorable Laura A. Seigle

26 Laura A. Seigle / Judge