

FILED
Superior Court of California
County of Los Angeles

08/05/2026

David W. Slayton, Executive Officer / Clerk of Court

By: B. Cumplido Deputy

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

LAURA ABARCA, individually, and on behalf of
other similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

SKIRBALL CULTURAL CENTER; and DOES
1 through 25, inclusive,

Defendants.

Case No. 24STCV07567

Honorable Elihu M. Berle
Department 6

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

Date: August 3, 2026
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: March 25, 2024
FAC Filed: June 9, 2025
Trial Date: Not Set

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

1 Plaintiff Laura Abarca’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 **August 3, 2026 at 9:00 a.m.** before the Honorable Elihu M. Berle in
4 Department 6 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 and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together,
8 “Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
9 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
10 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel, the Class
11 Representative, and the Settlement Administrator, and the evidence and argument received by the
12 Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement
13 and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS
14 AND 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 Skirball Cultural Center (“Defendant”) (together, with Plaintiff, the
17 “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid and/or non-exempt employees employed directly
20 by Defendant who worked for Defendant in the State of California at any time during the Class Period,
21 and all current and former non-exempt temporary employees of Culinary Services of America, Inc.
22 dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc. who
23 worked for Defendant in the State of California at any time during the Class Period.” The “Class
24 Period” is defined as the period from March 30, 2020 through March 15, 2025.

25 3. The Court appoints Plaintiff Laura Abarca as the Class Representative for settlement
26 purposes only.

27 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
28 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

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 no Class Members have 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 \$7,500.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$666,666.67 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$29,754.80. The attorneys’ fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

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

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$16,650.00 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 fifteen (15) 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 all claims which were alleged or
24 which could have been reasonably alleged based on the factual allegations in the Action and Operative
25 Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s
26 alleged failure to pay minimum and overtime wages, including the alleged failure to pay overtime at
27 the correct rates of pay, provide compliant meal and rest periods and associated premium payments,
28 timely pay wages during employment and upon termination, provide all accrued gratuities, provide

complaint wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections 17200, *et seq.*, and any claims for penalties (excluding PAGA penalties), interest, costs and attorney's fees related to these claims except as otherwise set forth herein (collectively, "Released Class Claims"). The Released Class Claims do not include PAGA penalties, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside the Class Period.

17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which were alleged or which could have been reasonably alleged based on the factual allegations in the PAGA Letter and Operative Complaint, arising during the PAGA Period, which shall specifically include claims for Defendant's alleged failure to pay minimum and overtime wages, including the alleged failure to pay overtime at the correct rates of pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide complaint wage statements, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s), including attorney's fees and costs related thereto (collectively, "Released PAGA Claims").

18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, executors, successors, agents, and assigns generally, fully, and finally release and discharge the Released Parties from all claims, demands, rights, liabilities, causes of action of every nature and description whatsoever, transactions, or occurrences, known or unknown, asserted

1 or that might or could have been asserted, whether in tort, contract, or for violation of any state or
2 federal rule, regulation or statute arising out of, relating to, or in connection with any act or omission
3 by or on the party of the Released Parties in any way related to Plaintiff's employment with Defendant
4 prior to execution of the Settlement Agreement including, but not limited to: (a) all claims that were,
5 or reasonably could have been, alleged, based on the facts contained, in the Action or in the Operative
6 Complaint and the PAGA Action; and (b) all PAGA claims that were, or reasonably could have been,
7 alleged, based on facts contained in the PAGA Letter and Operative Complaint. This release does not
8 extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested
9 benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation
10 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
11 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law
12 that Plaintiff now knows or believes to be true but agrees, nonetheless, that this release shall be and
13 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
14 discovery of them. This general release includes any unknown claims Plaintiff does not know or
15 suspect to exist in her favor at the time of this general release, which, if known by her, might have
16 affected her settlement with, and release of, the Released Parties or might have affected her decision
17 not to object to the Settlement Agreement or this general release. Any and all rights granted under
18 any state or federal law or regulation limiting the effect of the Settlement Agreement, including the
19 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
20 Section 1542 of the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT
21 EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW
22 OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
23 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
24 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

25 19. "Released Parties" means Defendant, Culinary Services of America, Inc. dba Culinary
26 Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc., and their past and
27 present direct or indirect parents, subsidiaries, predecessors, successors, assigns, joint venturers and
28 affiliated companies and entities, as well as their past and present owners, officers, shareholders,

1 directors, members, managers, operators, employees that are not Class Members or PAGA Employees,
2 consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, reinsurers,
3 payroll providers, joint venturers, joint employers, agents, successors, assigns, and legal
4 representatives, and any individual or entity that could be jointly liable with Defendant.

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

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

12 22. A Non-Appearance Case Review re: Final Report is set for April 12, 2027 at 8:30 a.m.
13 in Department 6 of this Court located at Spring Street Courthouse, 312 North Spring Street, Los
14 Angeles, California 90012. The Settlement Administrator shall file a Final Report by April 1, 2027.

15 **IT IS SO ORDERED.**



Elihu M. Berle

16 Dated: 08/05/2026

Elihu M. Berle / Judge
Honorable Elihu M. Berle

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On August 3, 2026, I served a copy of the following document(s):

• **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

on the interested parties as follows:

Mandy D. Hexom

Gaia T. Linehan

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Attorneys for Defendant, Skirball Cultural Center

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 3, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista