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REFUGIO GARCIA

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

REFUGIO GARCIA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

HUNTINGTON LIBRARY ART
COLLECTIONS AND BOTANICAL
GARDENS, a Charitable Trust, HENRY E.
HUNTINGTON LIBRARY AND ART
GALLERY, corporate form unknown; and
DOES 1 through 100, inclusive,
Defendants.

Case No. 22STCV30738

*[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SSC-11]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: March 25, 2024
Time: 9:00 a.m.
Dept.: SSC-11

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Refugio Garcia (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
9 firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm
13 in the world exclusively devoted to representing management in employment, employee benefits and
14 labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones
17 Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work
18 at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In
19 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the
20 end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my
21 time working on wage and hour class actions venued in both state and federal courts. During that time
22 and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour
23 matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
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1 to federal court; drafting and responding to written discovery; drafting and opposing discovery related
2 motions; arguing discovery related motions; drafting motions to consolidate related matters;
3 interviewing putative class members and obtaining declarations in connection with class certification;
4 drafting oppositions to motions for class certification; drafting motions for decertification following
5 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
6 claims, the likelihood of prevailing at class certification and potential damages resulting from such
7 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
8 plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and
10 hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a
11 matter through and beyond class certification. I also supervised the work of several junior attorneys
12 who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
14 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
25 United States District Court, Central District of California, Honorable Percy
26 Anderson, presiding.

27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of
28 Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
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26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
5 States District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
8 States District Court, Southern District of California, Honorable John A.
9 Houston, presiding.
- 10 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
14 District Court, Central District of California, Honorable Margaret Morrow,
15 presiding.
- 16 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
17 States District Court, Northern District of California.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
20 presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
24 Court, County of Los Angeles, Honorable Terry Green, presiding.
- 25 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

3 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
4 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily
5 wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder
6 of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
7 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-
8 five (65) wage and hour class actions filed in State courts throughout California, with several of them
9 having been removed to Federal courts. I believe that my professional experience renders me more than
10 qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum
11 wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens
12 of wage and hour cases throughout my career involving similar claims, including the wage and hour
13 class actions identified above, I have litigated similar claims from both plaintiff and defense
14 perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments
15 that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and
16 arguments in support and in opposition to class certification. Consequently, I am able to appreciate the
17 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
22 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
23 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
24 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
25 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
26 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
27 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.

Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

9. As co-lead counsel for Plaintiff Refugio Garcia and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

1 10. On September 20, 2022, Plaintiff filed the instant putative class action complaint. *See*
2 On September 20, 2022, Plaintiff submitted a letter to the California Labor & Workforce Development
3 Agency (“LWDA”) and The Huntington of his intention of filing a PAGA claim based on the Labor
4 Code violations alleged in his complaint. On November 28, 2022, after exhausting his administrative
5 remedies, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause
6 of action for civil penalties under the PAGA. On July 6, 2023, pursuant to a stipulation between the
7 Parties and with approval by the Court, Plaintiff filed a Second Amended Class and Representative
8 Action Complaint adding a cause of action under Labor Code section 203 for failure to pay all wages
9 upon termination of employment. Plaintiff’s primary claims/allegations are that The Huntington: (1)
10 failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide
11 all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5)
12 failed to provide accurate, itemized wage statements; (6) failed to reimburse necessary business
13 expenses; (7) failed to timely pay all wages upon termination; (8) engaged in unlawful business
14 practices; and (9) is liable for civil penalties under the Labor Code Private Attorneys General Act of
15 2004 (“PAGA”).

16 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
17 theories of liability are related to Defendant’s alleged failure to pay for all time worked and failure to
18 provide Settlement Class Members all legally compliant duty-free meal and rest periods. Specifically,
19 Plaintiff alleges that he and the Class Members were not fully compensated for all of their time worked
20 because The Huntington would unlawfully shave their work time and/or round their work time such
21 that they would not be fully paid for all time worked. Plaintiff also alleges that this time shaving and/or
22 rounding practice utilized by The Huntington was not-even handed over time and would almost
23 exclusively round and shave in The Huntington’s favor such that the employees were routinely
24 underpaid for their time worked and it appeared on average to be an underpayment of approximately 1
25 minute per shift. Additionally, Plaintiff alleges that The Huntington failed to compensate him and
26 other Class Members for undergoing temperature checks and questionnaires related to the COVID-19
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1 pandemic. *Id.* Plaintiff estimates that the temperature checks and questionnaires began in mid-2020
2 and took about 5 minutes each shift.

3 12. The Huntington contends that it compensated Class Members for all of their time
4 worked, and also that many class members were actually overpaid by its rounding practices rather than
5 underpaid. The Huntington also contends that its rounding practices were lawful, and any unpaid time,
6 if any, was *de minimis* and therefore non-compensable. The Huntington also argued that the
7 temperature checks and questionnaires took seconds not minutes and were thus *de minimis*. The
8 Huntington further asserts that Plaintiff would be unable to certify given the individualized inquiries
9 that would be required, and also that The Huntington's rounding policy/mechanism was, according to
10 it, neutral on its face and in its application. Furthermore, The Huntington asserts that even if Plaintiff
11 could establish violations, their calculations of potential damages grossly overstate the potential
12 recovery, given the limited period of time in which these policies were in effect. For example,
13 Plaintiff's damage theory assumes that the rounding policy was in place throughout the class period,
14 even though the records show that any such policy was discontinued in May of 2021. Similarly, Plaintiff
15 assumes that The Huntington conducted temperature checks at all times since 2020, even though that
16 screening practice lasted for just 14 months.

17 13. Plaintiff alleges that he and the Class Members were not provided with all legally-
18 compliant first meal periods beginning before the end of the fifth hour of work. Specifically, Plaintiff
19 alleges that due to the work demands imposed by The Huntington, his meal period was often late, short,
20 or missed in violation of California law. Additionally, Plaintiff alleges The Huntington failed to
21 provide legally required second meal period on shifts in excess of 10.0 hours. Based on Plaintiff's
22 review of the timekeeping records produced in connection with mediation, it appeared The Huntington
23 had a 25% first meal period violation rate and a 96% second meal period violation rate.

24 14. The Huntington counters that it has always maintained a lawful meal period policy and
25 provided non-exempt employees with an opportunity to take legally compliant meal periods, and any
26 non-compliant meal periods reflected in employee timekeeping records were solely the result of
27 employee choice, rather than any policy or practice of The Huntington. The Huntington points out that
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1 it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken,
2 and that they have always done so. The Huntington also contends that it paid more than \$100,000 in
3 meal period premiums and that Class Members signed second meal period waivers rendering the second
4 meal period violation rate over-valued. Finally, The Huntington contends Plaintiff’s meal period claim
5 is not suited for class certification, since individual inquiries would be required to assess which
6 employees took non-compliant meal periods, how many meal periods were non-compliant or missed,
7 and the reasons why a particular employee took a non-compliant meal period or missed a meal period
8 during a particular shift.

9 15. Plaintiff alleges that he and Class Members were also not authorized and permitted to
10 take all required rest periods due to The Huntington’s rest period policies and practices. Specifically,
11 Plaintiff alleges that due to work demands, non-exempt employees were not authorized and permitted
12 to take duty-free net 10-minute rest periods. Thus, Plaintiff alleges that he and other non-exempt
13 employees experienced at least one rest period violation on every shift worked in excess of 3.5 hours.

14 16. The Huntington contends it has always maintained and enforced lawful rest period
15 policies and practices, and that Settlement Class Members were authorized and permitted to take all
16 off-duty rest periods in compliance with California law. The Huntington further notes that its policies
17 went beyond the ten-minute rest break requirements of California law by authorizing Settlement Class
18 Members to take 15-minute rest breaks. The Huntington also argues that Plaintiff’s rest period claim
19 is inherently unsuited for class treatment as it requires an individualized inquiry into whether each
20 Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which
21 would devolve into an unmanageable series of mini-trials.

22 17. Plaintiff alleges that The Huntington failed to reimburse him and Class Members for
23 necessary business expenditures, including the use of their personal cellular phones for work purposes,
24 as required under Labor Code section 2802.

25 18. The Huntington denies that it failed to reimburse for any necessary expenses, notes that
26 its policies authorized reimbursement for cell phone expenses, and that The Huntington actually paid
27 for cell phone reimbursement for numerous employees. The Huntington also argues that this claim is
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1 not suitable for class treatment, it maintained a lawful expense reimbursement policy, Plaintiff was not
2 required to use his personal cellular phone, and individualized determinations would be required as to
3 how often each employee used their personal cellular phone.

4 19. Plaintiff further alleges that The Huntington issued inaccurate wage statements in
5 violation of Labor Code § 226 as a result of the alleged unpaid wages and unpaid meal period and rest
6 period premium wages described above. Specifically, Plaintiff contends that this conduct violated
7 Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include
8 all hours worked and the rate at which they were being paid.

9 20. As for Plaintiff's claim for wage statement violations, The Huntington further argues that
10 its alleged wage statement violations could not be shown to be "knowing and intentional," and that
11 Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a result of the alleged wage
12 statement violations, as required by Lab. Code § 226(e) for imposition of penalties.

13 21. Plaintiff alleges that The Huntington is also liable for waiting time penalties under Labor
14 Code section 203 as a result of its failure to timely pay all wages upon separation.

15 22. As for Plaintiff's claim for waiting time penalties, The Huntington asserts it has strong
16 defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying
17 claims, precluding imposition of penalties.

18 23. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
19 Labor Code violations.

20 24. Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims,
21 The Huntington argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying
22 claims will fail. The Huntington also maintains that, given its good faith defenses, this Court would
23 exercise its discretion to substantially reduce any PAGA penalties if it were to find The Huntington
24 liable for any of Plaintiff's claims.

25 25. These considerations, not only bore heavily on the negotiations leading to the Settlement,
26 but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of
27 further litigation. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted the claims
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1 at issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures.
2 Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate,
3 and reasonable in view of them.

4 26. In advance of mediation, The Huntington produced timekeeping and payroll data for all
5 putative class members during the class period through March 31, 2023, as well as its wage and hour
6 policies and other relevant documents and information relevant to the claims alleged. The time punch
7 data produced by The Huntington included actual time punches and rounded paid hours, which allowed
8 Plaintiff to conduct a rounding analysis. Moreover, from the time and payroll data, Plaintiff was able
9 to analyze meal period violations. Further, if all Settlement Class members brought lawsuits for unpaid
10 wages and/or meal period violations, they would rely on timekeeping records similar to the ones
11 produced by The Huntington.

12 The information provided by The Huntington also allowed Plaintiff to calculate the necessary
13 metrics, including without limitation, class size, total number of workweeks and pay periods for the
14 relevant time periods. The key data points coupled with the timekeeping and payroll records, enabled
15 Plaintiff to create a class-wide exposure model for all the claims at issue, including unpaid wages and
16 penalties potentially owed for alleged minimum and overtime wages, and meal and rest and unpaid
17 wages violations.

18 After the detailed review of the documents and data produced by The Huntington, Class Counsel
19 drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's
20 case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and The
21 Huntington's defenses.

22 27. On June 15, 2023, a mediation was held with Mark S. Rudy, Esq., a well-respected
23 wage and hour class action mediator. During mediation, the parties vigorously debated their opposing
24 legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims
25 and defenses. Ultimately, the parties agreed in principle on a class-wide resolution. *Id.* In the weeks
26 that followed, the parties finalized the terms of settlement and executed the Class Action and PAGA
27 Settlement Agreement and Class Notice ("Settlement").

28 28. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for

1 Preliminary Approval on August 15, 2023. On November 9, 2023, the Court signed an Order Granting
2 Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of
3 the Notice of Ruling re: Court Granting Preliminary Approval.

4 29. The Settlement Class encompasses: all current and former hourly-paid, non-exempt
5 employees who worked for Defendant Henry E. Huntington Library and Art Gallery in California at
6 any time from September 20, 2018 through September 20, 2023.

7 30. After disbursement, Settlement Class Members will have at least 180 days to cash their
8 checks. Funds remaining unclaimed will be distributed to the California State Controller's Office –
9 Unclaimed Property Fund in the name of the Settlement Class Member.

10 31. Moreover, in my experience in wage and hour class action matters similar to this one,
11 fee awards generally average around one-third of the gross recovery.

12 32. My law firm's and co-counsel's work on this case includes, but is not limited to:
13 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
14 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and
15 payroll records, preparing for and attending mediation, negotiating and revising the long-form
16 Settlement Agreement, preparing the Motions for Preliminary and Final Approval, overseeing the
17 settlement administration process, communicating with Settlement Class Members, and otherwise
18 litigating this case.

19 33. As discussed above, this case presented significant risk as to both class certification and
20 merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating
21 Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this
22 litigation and expending considerable effort, all while working on a pure contingency basis. Since
23 undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without
24 receiving any compensation for over one year. During this time, Class Counsel have expended a total
25 of \$23,983.41 in actual costs and have devoted substantial time to this litigation and expect to incur
26 approximately \$450.00 in future costs for filing the final declaration regarding distribution of
27 settlement, Case Anywhere fees, service and messenger fees, postage fees, and/or online fees to retrieve
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1 conformed copies of documents. This includes total costs incurred by both law firms. Class Counsel
2 seek to be reimbursed a total of \$24,433.41 in litigation costs. A true and correct copy of my firm and
3 co-counsel's firm's costs is attached hereto as **Exhibit B**. Class Counsel's request is fair, adequate,
4 and reasonable, as all of these costs are documented and reasonably incurred.

5 34. My experience in matters similar to this one was integral in evaluating the strengths and
6 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
7 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
8 federal law, as well as the procedural law of class action litigation. This case involved legal issues
9 including questions surrounding Defendant's obligation to "provide" meal periods and "authorize and
10 permit" rest periods, and the propriety of statutory penalties, to name just a few.

11 35. Given the considerable potential for adverse outcomes in this case, including, but not
12 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
13 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
14 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
15 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
16 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
17 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
18 approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over
19 two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful.
20 Moreover, as discussed above, Class Counsel has advanced a total of \$23,983.41 (and anticipate
21 incurring an additional \$450.00 in actual costs in connection with Case Anywhere fees, filing the
22 motion for final approval and filing the final distribution declaration(s) and related tasks) for a total of
23 \$24,433.41 in litigation costs on a contingency basis, which also carried risk because Class Counsel
24 would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

25 36. In this case, Class Counsel have a lodestar of \$202,637.50 which results in an
26 approximate 2.01 multiplier compared to the \$407,165.00 fee request. The following is a general
27 summary showing the number of hours of work performed by each attorney and paralegal in my firm
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and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$900	89.4	\$80,460
Elizabeth Nguyen (17th Year Attorney)	\$800	53.1	\$42,480
Paul K. Haines (16th Year Attorney)	\$800	19.8	\$15,840
Milan Moore (7th Year Attorney)	\$650	93.8	\$60,970
Paralegals	\$175	16.5	\$2,887.50
Total Lodestar			\$202,637.50

37. My proposed hourly rate of \$900, Ms. Nguyen's proposed hourly rate of \$800, Mr. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 24rd year attorney is \$997, the hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th year attorney is \$508.

38. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004)

(approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

40. Plaintiff has provided written approval of the split of attorneys' fees in this action. Further, being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

41. The requested service award to Plaintiff of \$7,500.00 is also reasonable. Plaintiff took on significant risks, including the risk that he could be liable for The Huntington's costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, gathering documents for use in this lawsuit, providing factual information to my firm regarding his claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits, the defenses, and the settlement reached. Further, Plaintiff put his future employment prospects at risk by becoming a named Plaintiff in a representee action since the lawsuit is public record and may become known to prospective employers when evaluating him for employment. Additionally, Plaintiff agreed to a general release and a 1542 waiver.

42. Plaintiff submitted the proposed Settlement Agreement on the California Labor & Workforce Development Agency (“LWDA”) via its website on August 15, 2023, the same day that he filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached hereto as **Exhibit D**. On March 1, 2024, Plaintiff submitted a copy of the Notice of Ruling granting preliminary approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto as **Exhibit E**.

43. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final Approval and all supporting documents via the LWDA's website on the same date that it is filing this motion and will file a supplemental proof of service after the Motion for Final Approval and all supporting documents are submitted to the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 1, 2024 at El Segundo, California.


Scott M. Lidman

EXHIBIT A

EXHIBIT A

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
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Milan Moore (SBN 308095)
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Attorneys for Plaintiff
REFUGIO GARCIA

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Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
REFUGIO GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

REFUGIO GARCIA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

HUNTINGTON LIBRARY ART
COLLECTIONS AND BOTANICAL
GARDENS, a Charitable Trust, HENRY E.
HUNTINGTON LIBRARY AND ART
GALLERY, corporate form unknown; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV30738

*[Assigned for all purposes to the Hon. David
S. Cunningham III, Dept. SSC-11]*

**NOTICE OF RULING RE: PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Motion for Final Approval

Date: March 25, 2024

Time: 9:00 a.m.

Dept.: SSC-11

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on November 9, 2023, a hearing on Plaintiff's Motion for
3 Preliminary Approval of Class Action Settlement the above-captioned matter was held in
4 Department SSC-11 of Spring Street Courthouse located at 312 N. Spring Street, the Honorable
5 David S. Cunningham III presiding.

6 Milan Moore of Lidman Law, APC appeared telephonically on behalf of Plaintiff Refugio
7 Garcia ("Plaintiff") via LACourtConnect. Andrew J. Davis of Folger Levin LLP appeared
8 telephonically on behalf of Defendant Henry E. Huntington Library and Art Gallery ("Defendant")
9 via LACourtConnect.

10 At the hearing, the Court:

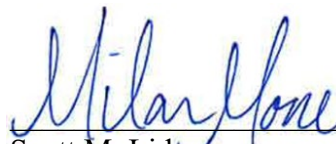
- 11 • Signed and dated the Order Granting Plaintiff's Motion for Preliminary Approval
12 of Class Action Settlement;
- 13 • Scheduled a deadline of December 18, 2023 for the Settlement Administrator to
14 mail the Class Notice to the Settlement Class Members;
- 15 • Scheduled a deadline of February 16, 2024 for the Settlement Class Members to
16 mail a response to the Class Notice; and
- 17 • Scheduled a Final Approval Hearing for March 25, 2024 at 9:00 a.m. in
18 Department SSC-11.

19 Plaintiff was ordered to give notice of the Court's ruling.

20
21
22 Dated: November 9, 2023

Respectfully submitted,
LIDMAN LAW, APC

23
24 By:



25 Scott M. Lidman
26 Elizabeth Nguyen
27 Milan Moore
28 Attorneys for Plaintiff
REFUGIO GARCIA

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
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 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On November 8, 2022, I served the foregoing document(s) described as: **NOTICE OF RULING RE: PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested party(ies) in this action as follows:

FOLGER LEVIN LLP

Andrew J. Davis (CSB No. 203345, ddavis@folgerlevin.com)
Rosha Jones (CSB No. 279143, rjones@folgerlevin.com)
Charles King (CSB No. 322403, cking@folgerlevin.com)
199 Fremont Street, 20th Floor
San Francisco, CA 94105
Tel.: (415) 625-1050

Attorneys for Defendant
HENRY E. HUNTINGTON LIBRARY AND ART GALLERY

☐ **(BY MAIL)** I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

☒ **(BY ELECTRONIC SERVICE)** I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by electronic transmission via Case Anywhere.

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

Executed on November 15, 2022, at El Segundo, California.

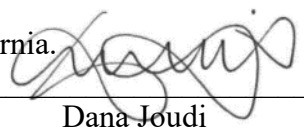

Dana Joudi

EXHIBIT B

EXHIBIT B

Expense Summary
Refugio Garcia v. Huntington Library Art Collections
and Botanical Gardens

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$12,500.00
Expert Fees	\$7,900.00
Filing, Service and Messenger Fees (including costs associated with filing the Final Approval Motion)	\$2,020.53
Copying Costs	\$10.25
Postage Costs	\$44.23
Case Anywhere Fees through February 1, 2024	\$1,508.40
Anticipated Costs for court appearances, Case Anywhere fees for Class Counsel through March 30, 2024, service fees, copying and postage	\$450.00
TOTAL:	\$24,433.41

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

EXHIBIT D

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Fax: (424) 292-2355

Attorneys for Plaintiff REFUGIO GARCIA

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

REFUGIO GARCIA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

HUNTINGTON LIBRARY ART
COLLECTIONS AND BOTANICAL
GARDENS, a Charitable Trust, HENRY E.
HUNTINGTON LIBRARY AND ART
GALLERY, corporate form unknown; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV30738

**PROOF OF SERVICE ON LWDA RE: CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE AND
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 9, 2023
Time: 10:00 a.m.
Dept.: SSC-11

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
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 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On August 15, 2023, I served a copy of the document(s) described as:

- 1. Class Action and PAGA Settlement Agreement**
- 2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
- 3. Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class Action Settlement**
- 5. Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement**
- 7. Declaration of Plaintiff Refugio Garcia in Support of Motion for Approval of Class Action Settlement**
- 8. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval**
- 9. [Proposed] Order Granting Preliminary Approval of Class Action Settlement**

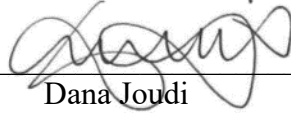
on the interested parties in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-909053-22.

1 (STATE) I declare under penalty of perjury under the laws of the State of California that the
2 above is true and correct.

3 Executed on August 15, 2023, at El Segundo, California.

4 
5 Dana Joudi



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Court Case Number *

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

Gross settlement amount *

Gross penalty amount *

Penalties to LWDA *

Date of proposed settlement *

Proposed Settlement and Other Documents

Proposed Settlement *

Other Attachment (if any)

Other Attachment (if any)

2023-08-15 ...tion (final).pdf

[Remove](#)

Other Attachment (if any)

2023-08-15 ...PA Motion.pdf

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2023-08-15 ...PA Motion.pdf

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2023-08-15 ...PA Motion.pdf

[Remove](#)

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, August 15, 2023 1:48:12 PM

08/15/2023 01:47:05 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT E

EXHIBIT E

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Milan Moore (SBN 308095)
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Attorneys for Plaintiff REFUGIO GARCIA

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Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff REFUGIO GARCIA

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

REFUGIO GARCIA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

HUNTINGTON LIBRARY ART
COLLECTIONS AND BOTANICAL
GARDENS, a Charitable Trust, HENRY E.
HUNTINGTON LIBRARY AND ART
GALLERY, corporate form unknown; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV30738

**PROOF OF SERVICE ON LWDA RE:
NOTICE OF RULING RE: PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Motion for Preliminary Approval

Date: November 9, 2023

Time: 10:00 a.m.

Dept.: SSC-11

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
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 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On March 1, 2024 I served a copy of the document(s) described as:

1. Notice of Ruling Re: Plaintiff's Motion for Preliminary Approval of Class Action Settlement

on the interested parties in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-909053-22.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 1, 2024 at El Segundo, California.



Marlyn Ajanel



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *



Your Zip/Postal Code *

Documents

Other Document *

2023-11-09 ... of Ruling.pdf

Other Attachment (if any)

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Other Response or Document Submission
Date: Friday, March 1, 2024 1:14:01 PM

03/01/2024 01:13:41 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm