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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]*

**[PROPOSED] ORDER GRANTING 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 This matter came on regularly for hearing before this Court on March 25, 2024, pursuant to
2 California Rule of Court 3.769 and this Court's November 9, 2023 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Class
4 Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved
6 in this case, the risks of further prosecution and the substantial benefits to be received by the Settlement
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
10 Approval of Class Action Settlement and ORDERS as follows. The conditional class certification
11 contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for
12 purposes of the Settlement only, a Settlement Class defined as:

13 All current and former hourly-paid, non-exempt employees who worked for
14 Defendant Henry E. Huntington Library and Art Gallery in California at any time
from September 20, 2018 through September 20, 2023.

15 1. Plaintiff Refugio Garcia is hereby confirmed as Class Representative, and Scott M.
16 Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC are
17 hereby confirmed as Class Counsel.

18 2. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
19 manner of notice were approved by the Court on November 9, 2023, and the notice process has been
20 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
21 practicable under the circumstances. The Class Notice (which consists of the Court Approved Notice
22 of Class Action Settlement and Hearing Date for Final Court Approval) provided due and adequate
23 notice of the proceedings and matters set forth therein, informed Settlement Class members of their
24 rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
25 Rule of Court 3.769, and due process.
26
27

28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 3. The Court finds that no Settlement Class member objected to the Settlement, 3 class
2 members have opted out of the Settlement, and that the 99.62% participation rate in the Settlement
3 supports final approval. The names of the three valid opt outs are Maria Ahverdyan, Kelly Beggs, and
4 Melissa Hoagland.

5 4. The Court hereby approves the settlement as set forth in the Settlement Agreement as
6 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
7 to its terms.

8 5. For purposes of settlement only, the Court finds that (a) the members of the Settlement
9 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
10 questions of law or fact common to the Settlement Class, and there is a well-defined community of
11 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
12 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
13 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
14 members; (e) a class action is superior to other available methods for an efficient adjudication of this
15 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
16 Settlement Class.

17 6. The Court finds that given the absence of objections to the Settlement, and objections
18 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

19 7. The Court orders that Defendant deposit the Gross Settlement Amount of \$1,221,495.00
20 with Phoenix, Inc., the Settlement Administrator, as provided for in the Settlement. Specifically,
21 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully
22 pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30
23 days after the Effective Date, which means the date by when both of the following have occurred: (a)
24 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
25 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
26 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or
27 more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
28

of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

8. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member.

9. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

10. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff Refugio Garcia is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

11. The Court finds that attorneys' fees in the amount of \$407,165.00 and litigation costs of \$24,433.41 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement. The fee award is appropriate in light of the benefit provided to the class.

12. The Court orders that the Settlement Administrator shall be paid \$13,500.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

13. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$37,500.00 for its 75% share of the \$50,000.00 settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$12,500.00 of the PAGA Amount is to be distributed to the 566 Aggrieved Employees in conformity with the terms of the Settlement. The highest Individual PAGA Payment to an Aggrieved Employee is \$34.41, the lowest is \$0.72, and the average Individual PAGA Payment to be paid is \$22.08.

1 14. After the above deductions, attorneys' fees (\$407,165.00), attorneys' litigation costs
2 (\$24,433.41), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs (\$13,500.00),
3 and the PAGA Amount to the LWDA (\$37,500.00), the Net Settlement Amount of \$731,396.59 is to be
4 distributed to 781 Settlement Class members, that worked a total of 81,474 workweeks during the Class
5 Period, in conformity with the terms of the Settlement. The lowest Individual Settlement Share to be
6 paid to a Settlement Class member is \$8.82, the highest Individual Settlement Share is \$2,347.09, and
7 the average Individual Settlement Share to be paid is \$920.48.

8 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
9 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
10 and in addition to, the Gross Settlement Amount.

11 16. The Court finds and determines that upon satisfaction of all obligations under the
12 Settlement and this Order, all Settlement Class Members, except Maria Ahverdyan, Kelly Beggs, and
13 Melissa Hoagland, who validly submitted requests of exclusion, will be bound by the Settlement, will
14 have released the Released Claims as set forth in the Settlement, and will be permanently barred from
15 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16 17. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
17 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
18 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
19 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

20 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
21 and the Judgment entered in connection with the Settlement.

22 19. The Settlement Administrator shall file a declaration regarding the disbursement of
23 Settlement funds on or before December 31, 2024. A NACR re: filing of distribution declaration is set
24 for January 7, 2025.

25 **IT IS SO ORDERED.**

26 Dated: _____, 2024

Honorable David S. Cunningham III
Judge of the Superior Court