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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 PLAINTIFF  
REFUGIO GARCIA IN SUPPORT OF  
MOTION FOR APPROVAL OF CLASS  
ACTION SETTLEMENT**

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

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I, REFUGIO GARCIA, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendants Huntington Library Art Collections and Botanical Gardens and Henry E. Huntington Library and Art Gallery (hereinafter referred to as “Defendants”) as an hourly, non-exempt employee from approximately 1981 through approximately January 2023. I drove tractors in the garden. Also, during my employment with Defendants, I, along with the other hourly, non-exempt employees, were required to follow Defendants’ wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendants, I was not paid for all my time worked. Specifically, Defendants would keep track of my time worked and would unlawfully round/shave my work time. Additionally, as a result of COVID-19 pandemic, I was subjected to daily temperature checks and screening questionnaires but Defendants did not compensate me for this time. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by Defendants, my meal breaks were often late, short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks as Defendants did not authorize and permit me to take rest breaks due to the work demands and understanding. Despite all of this, I was not paid meal period or rest period premiums.

5. Further, during my employment with Defendants, I was required to use my personal cellular phone to complete work activities, including communicating with other team members. However, Defendants did not reimburse me for this.

1           6.       Because of all of the above issues at work, I do not believe I received accurate, itemized  
2 wage statements nor was I paid all of my wages owed at the time of my separation of employment with  
3 Defendants.

4           7.       I have worked closely with my lawyers on this case. I answered all of their questions  
5 about my employment and made myself available to speak and meet with my lawyers whenever I was  
6 needed, including the entire day of the mediation on June 15, 2023 and throughout the settlement  
7 process.

8           8.       At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit  
9 my former co-workers and current employees of Defendants by helping them recover money owed to  
10 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees  
11 would not have to take on. For example, I knew that there was a risk that I could be liable for Defendants  
12 costs if we lost the case. Also, at the time of filing, I was still employed with Defendants and feared  
13 possible retaliation for filing the lawsuit. Even though I understood that joining a lawsuit is a public  
14 record and could stigmatize me and may affect my future employability, I accepted that burden for the  
15 benefit of other employees of Defendants because I wanted it to pay its current and former employees  
16 for all unpaid wages according to the law and face consequences for not doing so.

17          9.       I have been actively involved in this case since joining this lawsuit. Without revealing  
18 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on  
19 numerous occasions. I estimate that I have spent approximately 6-9 hours meeting with my lawyers  
20 concerning the case and my responsibilities as a class representative, which included, among other  
21 things, gathering various employment and non-employment related documents for use in the lawsuit,  
22 reviewing documents with my lawyers and answering their questions, answering follow up questions  
23 and providing guidance regarding Defendants' timekeeping, break schedules, COVID-19,  
24 reimbursement and other policies and procedures that Defendants required me and the hourly employees  
25 to follow, and helping develop a strategy as to what documents/information to obtain from Defendants.

26          10.      In connection with the settlement in this case, I spent over 1 hour reviewing the  
27 settlement agreement and discussing the agreement and approval process with my attorneys. I made  
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1 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted  
2 to understand everything before I signed it.

3 11. As part of the proposed Settlement, I have also agreed to a full general release of claims  
4 related to my employment with Defendants that extends beyond the release of claims applicable to  
5 members of the Class as defined in the Settlement. I understand that this includes all claims, whether  
6 known or unknown, under federal, state, or local law against Defendants.

7 12. I believe my claims are typical of the members of the Class because they were required  
8 to follow the same policies and procedures I was required to follow when I worked for Defendants. I  
9 believe 's policies and procedures were the same for all hourly employees in California. Since the same  
10 policies and procedures applies to myself and the other hourly, non-exempt employees, I believe they  
11 were not paid for all wages earned, did not receive all meal and rest periods, did not receive accurate  
12 wage statements, were not reimbursed for personal cell phone expenses, and were not paid all wages  
13 owed upon separation of employment.

14 13. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt  
15 employees. I understand that as the proposed class representative, I am responsible for representing  
16 the interests of all members of the class in litigation to recover money damages for the Class and I  
17 consider the interests of the Class and put the interests of the Class before my own interests.

18 14. I understand that my attorneys will request that the Court award me Service Payment of  
19 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not  
20 contingent upon me supporting the proposed Settlement.

21 I have reviewed this written statement and fully understand all of its contents. I declare under  
22 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

23 Executed on Aug 4, 2023, 2023 at San Gabriel, California.

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26 Refugio Garcia (Aug 4, 2023 09:29 PDT)

27 Refugio Garcia  
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