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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] FINAL JUDGMENT

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
2 to California Rule of Court 3.769 and this Court’s November 9, 2023 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Class Action and PAGA Settlement Agreement and Class Notice (herein “Settlement”)¹
5 and the documents and evidence presented in support thereof, and the submissions of counsel,
6 the Court hereby ORDERS and enters this JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

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

12 2. The Class Period is September 20, 2018 through September 20, 2023.

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

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

24 5. The Court finds that no Settlement Class member objected to the Settlement, 3
25 class members have opted out of the Settlement, and that the 99.62% participation rate in the

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 Settlement supports final approval. The names of the three valid opt outs are Maria Ahverdyan,
2 Kelly Beggs, and Melissa Hoagland.

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

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

15 8. The Court orders that Defendant deposit the Gross Settlement Amount of
16 \$1,221,495.00 with Phoenix, Inc., the Settlement Administrator, as provided for in the
17 Settlement. Specifically, Defendant shall fully fund the Gross Settlement Amount, and also fund
18 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds
19 to the Administrator no later than 30 days after the Effective Date, which means the date by
20 when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting
21 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
22 latest of the following occurrences: (a) if no Participating Class Member objects to the
23 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
24 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
25 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
26 affirms the Judgment and issues a remittitur.

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

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

8 11. The Court finds that attorneys' fees in the amount of \$407,165.00 and litigation
9 costs of \$24,433.41 for Class Counsel, are fair, reasonable, and adequate, and orders that the
10 Settlement Administrator distribute these payments to Class Counsel in conformity with the
11 terms of the Settlement.

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

15 13. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$37,500.00 for its 75% share of the
17 \$50,000.00 settlement of Plaintiff's representative action under the California Labor Code
18 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
19 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
20 of the Settlement. The remaining 25% or \$12,500.00 of the PAGA Amount is to be distributed
21 to the 566 Aggrieved Employees in conformity with the terms of the Settlement. The highest
22 Individual PAGA Payment to an Aggrieved Employee is \$34.41, the lowest is \$0.72, and the
23 average Individual PAGA Payment to be paid is \$22.08.

24 14. After the above deductions, attorneys' fees (\$407,165.00), attorneys' litigation
25 costs (\$24,433.41), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs
26 (\$13,500.00), and the PAGA Amount to the LWDA (\$37,500.00), the Net Settlement Amount
27 of \$731,396.59 is to be distributed to 781 Settlement Class members, that worked a total of
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81,474 workweeks during the Class Period, in conformity with the terms of the Settlement. The lowest Individual Settlement Share to be paid to a Settlement Class member is \$8.82, the highest Individual Settlement Share is \$2,347.09, and the average Individual Settlement Share to be paid is \$920.48.

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

16. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

17. Upon the Effective Date, by virtue of this Judgment, all Participating Class Members, except Maria Ahverdyan, Kelly Beggs, and Melissa Hoagland, who validly submitted requests of exclusion, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, but not limited to, (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or provide premium wages in lieu thereof; (4) failure to provide rest periods or provide premium wages in lieu thereof; (5) wage statement violations under Labor Code section 226, *et seq.*; (6) failure to timely pay all wages due at separation; (7) failure to reimburse necessary business expenses under Labor Code section 2802; and (8) unfair business practices in violation of Business and Professions Code section 17200, *et seq.* premised on the above claims; and violation of or liability under California Labor Code under sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1194, 1197, 1198, 2802 and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs. Except as set forth in Section 5.3 of

1 this Agreement, Participating Class Members do not release any other claims, including claims
2 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, or claims based on
4 facts occurring outside the Class Period.

5 18. The time period for the release of the Released Claims against the Released
6 Parties shall be the same time period as the Class Period.

7 19. Upon the Effective Date, all 566 Aggrieved Employees are deemed to release,
8 on behalf of themselves and their respective former and present representatives, agents,
9 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
10 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
11 Period facts stated in the Operative Complaint and the PAGA Notice including the (1) failure to
12 pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or
13 provide premium wages in lieu thereof; (4) failure to provide rest periods or provide premium
14 wages in lieu thereof; (5) wage statement violations under Labor Code section 226, *et seq.*; (6)
15 failure to timely pay all wages due at separation, (7) failure to reimburse necessary business
16 expenses under Labor Code section 2802, and the relevant Wage Orders issued by the Industrial
17 Welfare Commission, and any and all related claims for attorneys' fees and costs.

18 20. The time period for the release of the PAGA Released Claims against the
19 Released Parties shall be the same time period as the PAGA Period. The PAGA Period is
20 September 20, 2021 and September 20, 2023.

21 21. Plaintiff, for himself and for his former and present spouses, representatives,
22 agents, attorneys, heirs, administrators, successors, and assigns generally, fully and without
23 limitation, knowingly and voluntarily forever releases, waives, covenants not to sue (in court or
24 in any other forum or tribunal), and forever discharges the Released Parties from any and all
25 rights, claims, assertions of claims, debts, demands, rights, liabilities, causes of action, losses,
26 expenses, and grievances whether in law or in equity, suits, damages, losses, attorneys' fees,
27 costs, expenses, and damages and liabilities of whatever nature whatsoever, known or unknown,
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1 fixed or contingent, suspected or unsuspected, that Santos or the Santos Affiliates now have,
2 against the Released Parties, , including, but not limited to, any claims arising out of any fact or
3 matter in any way connected with Plaintiff's employment at Defendant and the separation
4 thereof, all claims that were, or reasonably could have been, alleged, based on the facts contained
5 in the Operative Complaint, all PAGA claims that were, or reasonably could have been, alleged
6 based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. This release
7 shall include but is not limited to any rights or claims under federal, state or local law, including
8 but not limited to claims arising under Title VII of the Civil Rights Act of 1964, as amended,
9 Section 1981 of the Civil Rights Act of 1866, the Fair Labor Standards Act, the Employee
10 Retirement Income Security Act of 1974, as amended, the Civil Rights Act of 1991, the Age
11 Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection
12 Act, the Americans with Disabilities Act, the National Labor Relations Act, the Family Medical
13 Leave Act, the Workers Adjustment and Retraining Notification Act (WARN), OSHA and
14 Cal-OSHA, the California Fair Employment & Housing Act, the California Labor Code, the
15 California Government Code, the California Family Rights Act, the California Civil Code, the
16 California Business & Professions Code, and any and all common law claims, including claims
17 arising in tort or contract, claims for compensation, benefits or other remuneration or attorneys'
18 fees, costs or disbursements, claims for physical or emotional distress or injuries, claims for
19 discrimination, harassment, retaliation, failure to accommodate, violation of public policy,
20 breach of express or implied contract, breach of an implied covenant of good faith and fair
21 dealing, negligence, fraud, defamation or misrepresentation, and any claims arising under any
22 other duty or obligation of any kind or description, whether arising in law or equity, which can
23 lawfully be released under federal or state law, including rights or claims under the Age
24 Discrimination in Employment Act of 1967 ("ADEA"). Plaintiff acknowledges that Plaintiff may
25 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
26 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
27 effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery
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1 of them. Notwithstanding the foregoing, the waiver and release in this Agreement does not apply
2 to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers'
3 compensation claims; (ii) rights or claims arising out of this Agreement after this Agreement is
4 executed by Plaintiff; and (iii) rights or claims arising out of this Agreement. The Agreement in
5 no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff pursuant to his
6 prior settlement entered in workers' compensation proceedings. Plaintiff also agrees to not
7 request an exclusion from this settlement. Any Incentive Award approved by the Court will
8 result in the issuance of a Form 1099 to the class representative, who shall assume full
9 responsibility and liability for the payment of taxes due on such award. For purposes of
10 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
11 benefits, if any, of section 1542 of the California Civil Code, which reads:

12 **A general release does not extend to claims that the creditor or**
13 **releasing party does not know or suspect to exist in his or her favor at**
14 **the time of executing the release, and that if known by him or her would**
15 **have materially affected his or her settlement with the debtor or**
16 **Released Party.**

17 22. The releases identified and described/defined shall become effective on the date
18 when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll
19 taxes owed on the Wage Portion of the Individual Class Payments.

20 23. The "Effective Date" is defined as the date by when both of the following have
21 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
22 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
23 (a) if no Participating Class Member objects to the Settlement, the day the Court enters
24 Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after
25 the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
26 Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1 24. This document shall constitute a final judgment pursuant to California Rule of
2 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment must include a
4 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
5 judgment. The court may not enter an order dismissing the action at the same time as, or after,
6 entry of judgment.”

7 25. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
8 Order, and this Judgment.

9 **JUDGMENT IS SO ENTERED.**

10
11 Dated: _____, 2024

Honorable David S. Cunningham III
Judge of the Superior Court