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

SHAQUILLE OLIVER, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

THE J. PAUL GETTY TRUST, and Does 1-10, inclusive;

Defendants.

Case No. 19STCV40123

[Assigned for all Purposes to the Honorable Daniel S. Murphy, Dept. 32]

**[PROPOSED] ORDER FINALLY APPROVING CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT DISMISSING THE ACTION WITH PREJUDICE**

Action Filed: November 14, 2019  
Trial Date: None

1 This matter came on for hearing on [REDACTED], upon the Motion for Final Approval of  
2 the proposed settlement of this action on the terms set forth in the Joint Stipulation re: Class Action  
3 Settlement (the “Settlement” or “Stipulation”). Due and adequate notice having been given to the  
4 members of the Class, and having considered the Settlement, all papers and proceedings held  
5 herein, and having reviewed the entire record in this action, Case No. 19STCV40123, entitled  
6 *Shaquille Oliver, et al., v. The J. Paul Getty Trust, et al.*, (the “Action”), and good cause appearing,  
7 the Court finds that:

8 WHEREAS, plaintiff Shaquille Oliver (“Plaintiff”) has alleged claims against defendant  
9 The J. Paul Getty Trust (“Defendant”) on behalf of himself and on behalf of others similarly  
10 situated, comprising: “all non-exempt, hourly security officers and hourly visitor service  
11 employees employed by Defendant in California from November 7, 2015 to [the date of  
12 Preliminary Approval or June 2, 2020, whichever is earlier]”; and

13 WHEREAS, Plaintiff asserts claims against Defendant for (1) failure to pay minimum wage  
14 for all hours worked; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4)  
15 failure to provide rest periods; (5) failure to provide compliant wage statements and maintain  
16 accurate payroll records; (6) wages not timely paid upon termination; (7) civil penalties under the  
17 Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”);  
18 and (8) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and

19 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant  
20 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and  
21 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

22 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or  
23 about [REDACTED], 2020, which provides for final resolution of the claims asserted in the  
24 Action against Defendant on the terms and conditions set forth in the Stipulation, subject to the  
25 approval of this Court;

26 WHEREAS, this Court granted preliminary approval of the Parties’ Settlement in this  
27 Action on or about [REDACTED] (the “Preliminary Approval Order”); and

28 WHEREAS, notice to the Class Members was sent in accordance with the Stipulation and

1 the Preliminary Approval Order; and

2 WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a  
3 decision reached;

4 NOW, therefore, the Court grants final approval of the Settlement, and

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

6 1. To the extent defined in the Joint Stipulation re: Class Action Settlement,  
7 incorporated herein by reference, the terms in this Order shall have the meanings set forth therein.

8 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the  
9 Class.

10 3. The Court has determined that the notice given to the Class fully and accurately  
11 informed all persons in the Class of all material elements of the proposed Settlement – including  
12 the plan of distribution of the Settlement funds, the application for an enhancement award to the  
13 Class Representative, and the application for an award of attorneys’ fees and costs to Class Counsel  
14 – constituted the best notice practicable under the circumstances, and constituted valid, due, and  
15 sufficient notice to all Class Members.

16 4. The Court hereby grants final approval of the Settlement and Stipulation as fair,  
17 reasonable, and adequate in all respects to the Class Members and Orders the parties to  
18 consummate the Settlement in accordance with the terms of the Stipulation.

19 5. The plan of distribution as set forth in the Stipulation providing for the distribution  
20 of the Net Settlement Amount to Class Members is approved as being fair, reasonable, and  
21 adequate.

22 6. The Class is defined as follows: “all non-exempt, hourly security officers and hourly  
23 visitor service employees employed by Defendant in California from November 7, 2015 to [the  
24 date of Preliminary Approval or June 2, 2020, whichever is earlier].”

25 7. As previously held in the Court’s Preliminary Approval Order, the Court appoints as  
26 Class Counsel the following attorneys: Julian Burns King and Elliot J. Siegel of King & Siegel  
27 LLP, 600 Wilshire Boulevard, Suite 500, Los Angeles, California 90017.

28 8. The Court approves the payment of attorneys’ fees in the amount of \$258,333.33 to

1 Class Counsel, which shall be paid from, and not in addition to, the Total Class Action Settlement  
2 Amount.

3 9. The Court approves the payment of attorneys' costs in the amount of  
4 \$ [redacted] [not to exceed \$15,000.00] to Class Counsel, which shall be paid from, and not  
5 in addition to, the Total Class Action Settlement Amount.

6 10. The Court approves a payment in the amount of \$18,750.00 to the California Labor  
7 & Workforce Development Agency, representing the State of California's portion of civil penalties  
8 under PAGA, which shall be paid from, and not in addition to, the Total Class Action Settlement  
9 Amount.

10 11. The Court approves the payment of reasonable claims administration costs to the  
11 Claims Administrator, CPT Group, in the amount of \$ [redacted] [not to exceed \$15,000.00],  
12 which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

13 12. The Court approves enhancement awards to Plaintiff and class representative  
14 Shaquille Oliver the amount of \$10,000.00, which amount shall be paid from, and not in addition  
15 to, the Total Class Action Settlement Amount.

16 13. Without affecting the finality of this Final Order and Judgment, the Court reserves  
17 exclusive and continuing jurisdiction over the Action; plaintiff Shaquille Oliver; the Class; and  
18 Defendant for the purposes of: **(a)** supervising the implementation, enforcement, construction, and  
19 interpretation of the Stipulation, the Preliminary Approval Order, the distribution of the Total Class  
20 Action Settlement Amount, and the Final Order and Judgment; and **(b)** hearing and determining the  
21 application by Class Counsel for an award of attorneys' fees, costs, and expenses, which hearings  
22 shall take place concurrently with the hearing for this Final Order and Judgment.

23 14. Each member of the Class is bound by this Final Order and Judgment, including,  
24 without limitation, the release of claims as set forth in the Stipulation.

25 15. Upon entry of this Final Order and Judgment, and by operation of this Final Order  
26 and Judgment, the claims in this Action of each Class Member against Defendant, and against any  
27 and all of the Released Parties (as defined in the Stipulation), are fully, finally, and forever  
28 released, relinquished, and discharged pursuant to the terms of the Stipulation.

1           16.     By operation of this Final Order and Judgment, the Class Representative is hereby  
2 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered  
3 by the general release against any of the Released Parties (as defined in the Stipulation).

4           17.     In the event that the Settlement does not become effective in accordance with the  
5 terms of the Stipulation, then this Final Order and Judgment shall be rendered null and void to the  
6 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event,  
7 all orders entered and releases delivered in connection herewith shall be null and void to the extent  
8 provided by and in accordance with the Stipulation, and each party shall retain his, her or its rights  
9 to proceed with litigation of the Action.

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11           The Court finds that there is no just reason for delay of entry of this Final Order and  
12 Judgment and hereby directs its entry.

13           **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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15 DATED: \_\_\_\_\_

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16 Hon. Daniel S. Murphy  
17 Los Angeles County Superior Court Judge  
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