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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANDY DIAZ, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

ACUITY BRANDS LIGHTING, INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: CIVDS2015583

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

**DECLARATION OF NICHOLAS
ROSENTHAL IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: September 17, 2021
Time: 10:00 a.m.
Dept.: S-26

Complaint Filed: July 29, 2020
Trial Date: None

1 I, Nicholas Rosenthal, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Andy
4 Diaz ("Plaintiff"). I have personal knowledge of the facts set forth below and if called to testify I
5 could and would do so competently.

6 2. I am one of the primary attorneys on this matter. My qualifications are as follows:
7 I received my JD from University of Southern California Gould School of Law in 2009. Upon
8 graduation, I practiced law as an associate at Seyfarth Shaw LLP, representing corporate clients
9 in both single-plaintiff and wage hour class actions. In 2014, I began as an associate at Diversity
10 Law Group.

11 3. I have handled a number of wage and hour matters including class actions and
12 multiple-plaintiff actions. I have been named as Class Counsel in a number of class actions that
13 have been granted certification or preliminary or final approval by the Superior Courts of Los
14 Angeles County, Orange County, Alameda County, and Monterey County, the United States
15 District Court for the Central District of California, and the United States District Court for the
16 Northern District of California. These cases include, but are not limited to: *Diller v. Under*
17 *Armour Retail, Inc.*, Santa Clara County Superior Court Case No. 114-CV-265729, *Lopez v.*
18 *Imperial Body Shop, Inc.*, Orange County Superior Court Case No. Case No. 30-2015-00816193-
19 CU-OE-CXC, *Hughes v. Lincare, Inc., et al.*, Monterey County Superior Court Case No.
20 M124764, *Pittman v. Martinez Steel Corporation*, San Bernardino County Superior Court Case
21 No. CIVDS1823132, *Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County
22 Superior Court Case No. 18CV00191, *Randolph v. Pacific Racing Association*, Alameda County
23 Superior Court Case No. RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento
24 County Superior Court Case No. 34-2018-00245481-CU-OE-GDS *Foaad Hanna v. Equinix,*
25 *LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*,
26 Los Angeles County Superior Court Case No. BC720144; *Markham v. Quik Stop Markets, Inc.*,
27 Santa Clara Superior Court Case No.19CV341582; *Siron v. Raypak, Inc.*, Ventura Superior
28 Court Case No. 56-2019-005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San

1 Bernardino Superior Court Case No. CIVDS1828867, *Pascual v. Satellite Healthcare, Inc.*,
2 Santa Clara County Superior Court Case No. 19CV345211; *Carrillo v. New Balance Athletics,*
3 *Inc.*, Santa Clara County Superior Court Case No. 19CV352469; *Vogel v. Veolia North America,*
4 *LLC*, Monterey County Superior Court Case No. 19CV001443; *Holman v. American Sugar*
5 *Refining, Inc.*, Contra Costa County Superior Court Case No. MSC18-00415; *Chavez v.*
6 *Converse, Inc.*, United States District Court – Northern District of California Case No. 15-cv-
7 03746-NC, and *Rodriguez v. Nike Retail Services, Inc.*, United States District Court – Northern
8 District of California Case No. 5:14-CV-1508 BLF.

9 4. Based on my own independent investigation and evaluation, I am of the opinion
10 that the settlement for the consideration and on the terms set forth in the Settlement Agreement is
11 fair, reasonable, and adequate and that the settlement is in the best interests of the Class, in light
12 of all known circumstances and the expenses and risks inherent in litigation. I also believe in the
13 fairness of the settlement based on factoring in the uncertainty and risks to Plaintiff involved in
14 not prevailing at class certification and/or trial and the possibility of appeals.

15 5. I have no conflicts with the class and will adequately represent the Class.

16 6. I do not have any relationship with either proposed *cy pres* recipient, the State Bar
17 of California Justice Gap Fund.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct.

20 Executed on this 23rd day of August 2021, at Los Angeles, California.

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22 _____
23 Nicholas Rosenthal
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