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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 LARRY W. LEE 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, Larry W. Lee, 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. From the inception of the case, Class Counsel has zealously represented the
7 interests of the Class. I have spent significant time researching and pursuing the claims that have
8 been alleged in this action. I have no conflict with the Class.

9 3. Both Class Counsel and defense counsel have a great deal of experience in wage
10 and hour class action litigation. Class Counsel has been approved as class counsel on a number
11 of prior cases, have litigated numerous other class action cases, and are competent to represent
12 the Class.

13 4. Based on my own independent investigation and evaluation, I am of the opinion
14 that settlement for the consideration and on the terms set forth in the Joint Stipulation of Class
15 and Representative Action Settlement is fair, reasonable, and adequate and is in the best interests
16 of the Class, in light of all known facts and circumstances and the expenses and risks inherent in
17 litigation.

18 5. I was retained based upon a contingency fee arrangement wherein Plaintiff's
19 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
20 Specifically, had Plaintiff failed to prevail on these cases, counsel for Plaintiff would have spent
21 a significant amount of time, money and other resources without any benefit or return. For
22 instance, my office has expended costs to file the instant action, effect service of process, pay
23 mediation fees and other litigation related costs. In addition, had Plaintiff also failed to prevail in
24 the present cases, Defendant would have been able to seek costs in connection with their defense
25 of the case.

26 6. Any remaining monies from uncashed settlement checks will be distributed to the
27 State Bar of California Justice Gap Fund. I do not have any relationship or connection with or to
28 the State Bar of California Justice Gap Fund.

1 7. I am one of the primary attorneys on this matter. My qualifications are as
2 follows: I received my J.D. from Arizona State University College of Law in 2003. During law
3 school, I was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated
4 cum laude from Arizona State University College of Law in the top 10% of my class. While I
5 was in law school, I was the Associate Managing Editor of the Arizona State University College
6 of Law, Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles
7 County offices of Ogletree Deakins Nash Smoak & Stewart, P.C., a national employment
8 defense law firm that represents a significant number of Fortune 500 companies.

9 8. My firm's primary focus is employment law. I have handled a number of wage
10 and hour matters including class actions and multiple-plaintiff actions. I have a practice that
11 encompasses cases in the Los Angeles Superior Court, the Orange County Superior Court, Santa
12 Clara Superior Court, Monterey Superior Court, Sonoma Superior Court, San Francisco County
13 Superior Court, the San Diego County Superior Court, and the United States District Courts for
14 the Central, Eastern, Southern, and Northern Districts of California.

15 9. I have been named as Class Counsel in a number of class actions that have been
16 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
17 Francisco County, and other counties, and the United States District Court for the Central
18 District of California, including the following class actions: *Chan Lanier v. Citigroup, Inc. et al.*,
19 San Francisco Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*,
20 Orange County Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of
21 California Case No. CV 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange
22 County Superior Court, Judicial Council Coordination Proceeding No. 4480; *Hernandez v. CVS*
23 *Corp. et al.*, Judicial Council Coordination Proceeding No. 4539; *Padilla v. Safeway*, San Benito
24 County Superior Court Case No. CU-16-00182; *Valles v. Community Hospital of the Monterey*
25 *Peninsula*, Monterey County Superior Court Case No. 17CV003452; *DirecTv Wage and Hour*
26 *Cases*, Santa Clara Superior Court Judicial Council Coordination Proceeding No. 4850; *Perez v.*
27 *Standard Drywall, Inc.*, Alameda County Superior Court Case No. RG15761142; and *Davis v.*
28 *Nugget Market, Inc.*, Yolo County Superior Court Case No. CV-18-558.

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

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

4 
5 Larry W. Lee