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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

STEPHANIE AGUIRRE, as an individual
and on behalf of all others similarly situated,

Plaintiffs,

vs.

PINNACLE CLAIMS MANAGEMENT,
INC., a California corporation; WESTERN
GROWERS ASSOCIATION, a California
corporation; WESTERN GROWERS
INSURANCE SERVICES, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2020-01161977-CU-OE-CXC

[Assigned for all purposes to the Hon. William
Claster, Dept. CX101]

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Date: September 6, 2024
Time: 9:00 a.m.
Dept.: CX101

Reservation No.: 74354274

Action Filed: September 24, 2020
Trial Date: September 30, 2024

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I, Larry W. Lee, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Stephanie Aguirre (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was retained based upon a contingency fee arrangement wherein Plaintiff's Counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail on this case, counsel for Plaintiff would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiff also failed to prevail in the present cases, Defendants would have been able to seek costs in connection with their defense of the case.

3. From the inception of the case, Plaintiff's Counsel have zealously represented the interests of Plaintiff and the aggrieved employees ("Aggrieved Employees"). The settlement was obtained for the benefit of the Aggrieved Employees, as opposed to the individual Plaintiff.

4. I strongly believe that Plaintiff can prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation, as well as the possibility of appeals.

5. After taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the PAGA Settlement Agreement (“Settlement Agreement”) is appropriate and in the best interests of Plaintiff and the Aggrieved Employees.

6. My qualifications are as follows: I received my J.D. from Arizona State University College of Law in 2003. During law school, I was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated cum laude from Arizona State University College of Law in the top 10% of my class. While I was in law school, I was the Associate Managing Editor of the Arizona State University College of Law, Law Journal. Upon graduation, I

1 practiced law as an associate at the Los Angeles County offices of Ogletree Deakins Nash
2 Smoak & Stewart, P.C., a national employment defense law firm that represents a significant
3 number of Fortune 500 companies.

4 7. My primary practice is employment law. I have handled a number of wage and
5 hour matters including class actions and individual actions, on both plaintiff and defense sides. I
6 have a practice that encompasses cases throughout the State of California, including but not
7 limited to the Los Angeles Superior Courts, the Orange County Superior Courts, the San
8 Francisco County Superior Courts, the San Diego County Superior Courts, and the United States
9 District Courts for the Central, Eastern, Northern, and Southern Districts of California. I have
10 been named as class counsel in a number of class actions that have been granted final approval
11 by the Superior Courts of Los Angeles County, Orange County, San Francisco County, Alameda
12 County, Contra Costa County, Monterey County, San Bernardino County, Santa Clara County,
13 Sonoma County, and the United States District Court for the Central, Eastern, and Northern
14 Districts of California, including but not limited to the following class actions: *Chan Lanier v.*
15 *Citigroup, Inc. et al.*, San Francisco Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic*
16 *Home Loans et al.*, Orange County Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central
17 District of California Case No. CV 06-0196-RSWL (PJWx); *Universal Protection Overtime*
18 *Cases*, Orange County Superior Court, Judicial Council Coordination Proceeding No. 4480; *Tse*
19 *v. Best Buy*, Los Angeles Superior Court Case No. BC392717; *Hernandez v. CVS Corp. et al.*,
20 Judicial Council Coordination Proceeding No. 4539; *Padilla v. Safeway*, San Benito County
21 Superior Court Case No. CU-16-00182; *Valles v. Community Hospital of the Monterey*
22 *Peninsula*, Monterey County Superior Court Case No. 17CV003452; *DirecTv Wage and Hour*
23 *Cases*, Santa Clara Superior Court Judicial Council Coordination Proceeding No. 4850; *Perez v.*
24 *Standard Drywall, Inc.*, Alameda County Superior Court Case No. RG15761142; and *Davis v.*
25 *Nugget Market, Inc.*, Yolo County Superior Court Case No. CV-18-558.

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

28 Executed on this 5th day of August 2024, at Los Angeles, California.


Larry W. Lee