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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

JOSE PABLO JIMENEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

NESTLE WATERS NORTH AMERICA,
INC., a Delaware corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: BCV-20-102561

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 6, 2022

Time: 8:30 a.m.

Division: J

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 Jose
4 Pablo Jimenez (“Plaintiff”). I have personal knowledge of the facts set forth below and if called
5 to testify I could and would do so competently.

6 2. Based on my review of all the information, and based on my experience in class
7 action litigation, I believe the terms of the Joint Stipulation of Class and Representative Action
8 Settlement (“Settlement Agreement” or “Settlement”) to be fair, adequate, and reasonable.

9 3. The Settlement Agreement was the product of negotiation between highly able
10 and experienced attorneys on both sides who possessed the relevant data and extensive legal
11 research which they had carefully analyzed. Class Counsel engaged in extensive factual
12 investigation before settling, including drafting and reviewing initial disclosures, propounding
13 written discovery, and reviewing time and payroll data produced by Defendant. With the
14 assistance of an expert statistician, Class Counsel also spent significant time preparing a robust
15 damages analysis.

16 4. I was retained based upon a contingency fee arrangement wherein Plaintiff’s
17 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
18 Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a
19 significant amount of time, money and other resources without any benefit or return. In addition,
20 had Plaintiff also failed to prevail in the present case, Defendant would have been able to seek
21 attorney’s fees and costs in connection with their defense of the case.

22 5. I am one of the primary attorneys on this matter. My qualifications are as follows:
23 I received my J.D. from Arizona State University College of Law in 2003. During law school, I
24 was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated cum laude
25 from Arizona State University College of Law in the top 10% of my class. While I was in law
26 school, I was the Associate Managing Editor of the Arizona State University College of Law,
27 Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles County offices
28

1 of Ogletree Deakins Nash Smoak & Stewart, P.C., a national employment defense law firm that
2 represents a significant number of Fortune 500 companies.

3 6. My firm's primary focus is employment law. I have handled a number of wage
4 and hour matters including class actions and multiple-plaintiff actions. I have a practice that
5 encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the
6 San Francisco County Superior Courts, the San Diego County Superior Courts, and the United
7 States District Courts for the Central, Eastern and Northern Districts of California.

8 7. I have been named as Class Counsel in a number of class actions that have been
9 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
10 Francisco County, and the United States District Court for the Central District of California,
11 including the following Class Actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
12 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
13 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
14 06-0196-RSWL (PJWx); Universal Protection Overtime Cases, Orange County Superior Court,
15 Judicial Council Coordination Proceeding No. 4480; and *Hernandez v. CVS Corp. et al.*, Judicial
16 Council Coordination Proceeding No. 4539 .

17
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 28th day of February 2022, at Los Angeles, California.

21 

22 _____
Larry W. Lee