

1 B. James Fitzpatrick (SBN: 129056)
2 Laura L. Franklin (SBN: 282642)
3 FITZPATRICK & SWANSTON
4 555 S. Main Street
5 Salinas, CA 93901
6 Telephone: (831) 755-1311
7 Facsimile: (831) 755-1319

8 Howard L. Magee (SBN 185199)
9 Larry W. Lee (SBN 228175)
10 Max W. Gavron (SBN 291697)
11 Mai Tulyathan (SBN 316704)
12 DIVERSITY LAW GROUP, P.C.
13 515 S. Figueroa Street, Suite 1250
14 Los Angeles, California 90071
15 Telephone: (213) 488-6555
16 Facsimile: (213) 488-6554

17 Attorneys for Plaintiff,
18 EDWARD GNAT, on behalf of himself and all similarly aggrieved employees

19 **SUPERIOR COURT OF CALIFORNIA**

20 **COUNTY OF MONTEREY**

21 EDWARD GNAT, on behalf of himself and
22 all similarly aggrieved employees,

23 Plaintiff,

24 v.

25 QUINN COMPANY; and DOES 1 through
26 50, inclusive,

27 Defendants.

Case No. 20CV003431

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

Date: February 23, 2024
Time: 8:30 a.m.
Dept.: 15

Action Filed: December 21, 2020
Trial Date: Not Set

DECLARATION OF LARRY W. LEE

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, counsel of record for Named Plaintiff Edward Gnat (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. From the inception of the case, Class Counsel have zealously represented the interests of the Settlement Class. Class Counsel have engaged in significant meet and confer discussions with opposing counsel to obtain informal data and documents and to discuss the merits of the claims on behalf of the Settlement Class. The settlement was obtained for the benefit of the Settlement Class, as opposed to the individual Class Representative. Further, Class Counsel have been approved as class counsel on a number of prior cases, have litigated numerous other class action cases, and are competent to represent the Settlement Class.

3. Based on my review of all the information, and based on my experience in class action litigation, I believe this settlement to be fair, adequate, and reasonable.

4. 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 in 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 case, Defendant would have been able to seek costs in connection with its defense of the case.

5. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in discovery, with the significant production of documents, as well as informal production of time payroll data.

6. I am one of the primary attorneys on this matter. 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

1 was in law school, I was the Associate Managing Editor of the Arizona State University
2 College of Law, Law Journal. Upon graduation, I practiced law as an associate at the Los
3 Angeles County offices of Ogletree Deakins Nash Smoak & Stewart, P.C., a national
4 employment defense law firm that represents a significant number of Fortune 500 companies.

5 7. My firm's primary focus is employment law. I have handled a number of wage
6 and hour matters including class actions and multiple-plaintiff actions. I have a practice that
7 encompasses cases throughout the State of California, including but not limited to the Los
8 Angeles Superior Courts, the Orange County Superior Courts, the San Francisco County
9 Superior Courts, the San Diego County Superior Courts, and the United States District Courts
10 for the Central, Eastern, Northern, and Southern Districts of California.

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

28 9. My co-counsel and I will adequately represent the Settlement Class Members in

1 this action. Plaintiff's counsel have and will zealously represent Plaintiff and the Settlement
2 Class and pursue this lawsuit to its conclusion. I have no conflicts with the Settlement Class
3 and will adequately represent the Settlement Class.

4 10. Plaintiff's counsel does not have any relationship with or connection to
5 Watsonville Law Center, the proposed *cy pres* beneficiary.

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

8 Executed on this 30th day of January 2024, at Los Angeles, California.

9
10 
11 _____
12 Larry W. Lee
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28