

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
nrosenthal@diversitylaw.com

Attorneys for Plaintiff and Aggrieved Employees

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

CARLOS CRUZADO, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

ONTARIO T, INC., a California
corporation doing business as JOHN
ELWAY'S CROWN TOYOTA; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVSB2027249

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

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

Date: February 22, 2022

Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: December 10, 2020

Trial Date: Not Set

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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, counsel of record for Plaintiff Carlos Cruzado (“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, Plaintiff's Counsel have zealously represented the interests of Plaintiff and the aggrieved employees. The settlement was obtained for the benefit of the aggrieved employees, as opposed to the individual Plaintiff.

3. 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.

4. 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 Joint Stipulation of PAGA Settlement and Release of Claims (“Settlement Agreement” or “Settlement”) is appropriate and in the best interests of Plaintiff and the aggrieved employees.

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

6. My primary practice is employment law. I have handled a number of wage and hour matters including class actions and individual actions, on both plaintiff and defense sides. I

1 have a practice that encompasses cases throughout the State of California, including but not
2 limited to the Los Angeles Superior Courts, the Orange County Superior Courts, the San
3 Francisco County Superior Courts, the San Diego County Superior Courts, and the United States
4 District Courts for the Central, Eastern, Northern, and Southern Districts of California.

5 7. I have been named as Class Counsel in a number of class actions that have been
6 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
7 Francisco County, Alameda County, Contra Costa County, Monterey County, San Bernardino
8 County, Santa Clara County, Sonoma County, and the United States District Court for the
9 Central, Eastern, and Northern Districts of California, including but not limited to the following
10 class actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco Superior Court Case No. CGC-
11 05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County Superior Court Case No.
12 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV 06-0196-RSWL (PJWx);
13 *Universal Protection Overtime Cases*, Orange County Superior Court Case No. JCCP 4480; *Tse*
14 *v. Best Buy*, Los Angeles Superior Court Case No. BC392717; and *Hernandez v. CVS*
15 *Corporation*, Los Angeles Superior Court Case No. JCCP 4539.

16 8. To date, I have incurred approximately 13.3 hours in connection with the
17 litigation of this lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have incurred
18 to date.

19 9. The total lodestar for my hours will be approximately \$9,975.00 based on an
20 hourly rate of \$750.00 per hour. Since at least 2020, I have been approved at \$750.00 per hour by
21 various courts, including: *Hernandez v. Wells Fargo Bank*, Santa Clara County Superior Court
22 Case No. 16CV299319, *Carrillo v. New Balance Athletics, Inc.*, Santa Clara County Superior
23 Court Case No. 19CV352469; *Ramirez v. Walgreen Co.*, United States District Court, Northern
24 District of California Case No. 18-cv-03921-EJD, *Chavez v. Converse, Inc.*, United States
25 District Court, Northern District of California Case No. 15-cv-03746-NC; *Foster v. Schindler*
26 *Elevator Corporation*, Alameda County Superior Court Case No. RG19029640; *Foaad Hanna v.*
27 *Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v.* 24
28 *Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v.*

1 *Watsonville Community Hospital*, Santa Cruz County Superior Court Case No. 18CV00191;
2 *Pittman v. Martinez Steel Corporation*, San Bernardino County Superior Court Case
3 No.CIVDS1823132; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior
4 Court Case No. RG18908139; *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court
5 Case No. 19CV341582; *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-2019-
6 005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San Bernardino Superior Court Case
7 No. CIVDS1828867, and *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*,
8 Santa Clara Superior Court Case No. 19CV345211.

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

11 Executed on this 27th day of January 2022, at Los Angeles, California.

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Larry W. Lee
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EXHIBIT A

Carlos Cruzado v. Ontario T, Inc.
Time and Task Chart for Larry W. Lee

Hours	Description of Work
1.2	Review and edit complaint.
2.0	Review data informally produced by Defendant and perform damages calculation.
2.5	Review and edit mediation brief.
3.6	Review and edit long-form settlement agreement.
4.0	Review and edit motion for approval of PAGA settlement and accompanying documents.
13.3	