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Attorneys for Plaintiff and Aggrieved Employees

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

LEIGH ANNE LOPEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

TRI COUNTIES BANK, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV2100094

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

Date: October 7, 2022

Time: 10:30 a.m.

Dept.: 4

Complaint Filed: January 25, 2021

FAC Filed: March 1, 2021

SAC Filed: June 6, 2022

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, P.C., counsel of record for Plaintiff
4 Leigh Anne Lopez (“Plaintiff”). I have personal knowledge of the facts set forth below and if
5 called to testify I could and would do so competently.

6 2. I was retained based upon a contingency fee arrangement wherein Plaintiff’s
7 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
8 Specifically, had Plaintiff failed to prevail on these cases, counsel for Plaintiff would have spent
9 a significant amount of time, money and other resources without any benefit or return. In
10 addition, had Plaintiff also failed to prevail in the present cases, Defendant Tri Counties Bank
11 (“Defendant”) would have been able to seek costs in connection with their defense of the case.

12 3. From the inception of the case, Plaintiff’s counsel have zealously represented the
13 interests of Plaintiff and the aggrieved employees. The settlement was obtained for the benefit of
14 the aggrieved employees, as opposed to the individual Plaintiff.

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

18 5. After taking into account sharply disputed factual and legal issues involved in this
19 litigation, the risks attending further prosecution, and the substantial benefits to be received
20 pursuant to the compromise and settlement of the litigation, I have concluded that settlement on
21 the terms set forth in the Private Attorneys General Act (Labor Code § 2698, *et seq.*) Settlement
22 and Release Agreement (“Settlement Agreement”) is appropriate and in the best interests of
23 Plaintiff and the aggrieved employees.

24 6. Any checks not cashed by PAGA Members will be voided so that the unclaimed
25 amount can be forwarded to Legal Aid at Work, the designated *cy pres* recipient. Settlement
26 Agreement § V.6. I do not have any relationship with or connection to said organization.

27 7. My qualifications are as follows: I received my J.D. from Arizona State
28 University College of Law in 2003. During law school, I was a summer associate at the law firm

1 of Brobeck, Phleger & Harrison. I graduated cum laude from Arizona State University College
2 of Law in the top 10% of my class. While I was in law school, I was the Associate Managing
3 Editor of the Arizona State University College of Law, Law Journal. Upon graduation, I
4 practiced law as an associate at the Los Angeles County offices of Ogletree Deakins Nash
5 Smoak & Stewart, P.C., a national employment defense law firm that represents a significant
6 number of Fortune 500 companies.

7 8. My primary practice is employment law. I have handled a number of wage and
8 hour matters including class actions and individual actions, on both plaintiff and defense sides. I
9 have a practice that encompasses cases in the Los Angeles Superior Courts, the Orange County
10 Superior Courts, the San Francisco County Superior Courts, the San Diego County Superior
11 Courts, and the United States District Courts for the Central, Northern, and Eastern Districts of
12 California. I have been named as Class Counsel in a number of class actions that have been
13 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
14 Francisco County, and the United States District Court for the Central District of California,
15 including the following class actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
16 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
17 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
18 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court
19 Case No. JCCP 4480; *Tse v. Best Buy*, Los Angeles Superior Court Case No. BC392717; and
20 *Hernandez v. CVS Corporation*, Los Angeles Superior Court Case No. JCCP 4539.

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9. To date, my firm has incurred costs in the amount of approximately \$10,692.92. These costs were directly incurred in the prosecution of this action, including but not limited to, filing fees, service fees, and mediation fees. Attached hereto as **Exhibit A** is a true and correct copy of my cost report.

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

Executed on this 6th day of September 2022, at Los Angeles, California.

Larry W. Lee

EXHIBIT A

8/17/2022
10:52 AM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Lopez, Leigh Anne v. Tri
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
65685	EXP	Olympia	1	75.00	75.00
1/15/2021		Court fees			
WIP		Lopez, Leigh Anne v. Tri			
LWDA					
65992	EXP	Olympia	1	1753.25	1753.25
1/25/2021		Atty Service			
WIP		Lopez, Leigh Anne v. Tri			
Attorney Service - Complaint					
66397	EXP	Olympia	1	152.75	152.75
2/3/2021		Atty Service			
WIP		Lopez, Leigh Anne v. Tri			
Attorney Service - Complaint Service					
66435	EXP	Olympia	1	174.75	174.75
2/18/2021		Atty Service			
WIP		Lopez, Leigh Anne v. Tri			
Attorney Service - POS of Summons					
66741	EXP	Olympia	1	174.75	174.75
2/26/2021		Atty Service			
WIP		Lopez, Leigh Anne v. Tri			
Attorney Service - FAC					
66516	EXP	Olympia	6	0.25	1.50
2/28/2021		Photocopies			
WIP		Lopez, Leigh Anne v. Tri			
Photocopies					
66517	EXP	Olympia	1	0.71	0.71
2/28/2021		Postage			
WIP		Lopez, Leigh Anne v. Tri			
Postage					
67474	EXP	Olympia	1	175.00	175.00
5/13/2021		Atty Service			
WIP		Lopez, Leigh Anne v. Tri			
Attorney Service - CMS					

8/17/2022
10:52 AM

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
67375 EXP 5/28/2021 WIP Courtcalls	Max Gavron Court fees Lopez, Leigh Anne v. Tri	1	94.00	94.00
67690 EXP 5/31/2021 WIP Photocopies	Olympia Photocopies Lopez, Leigh Anne v. Tri	7	0.25	1.75
67691 EXP 5/31/2021 WIP Postage	Olympia Postage Lopez, Leigh Anne v. Tri	1	0.71	0.71
69981 EXP 11/19/2021 WIP Attorney Service - CMS	Olympia Atty Service Lopez, Leigh Anne v. Tri	1	184.75	184.75
71307 EXP 4/5/2022 WIP JAMS Mediation	Olympia Arbitrators Lopez, Leigh Anne v. Tri	1	7475.00	7475.00
72366 EXP 6/1/2022 WIP Attorney Service - Joint Stip	Erika Mejia Atty Service Lopez, Leigh Anne v. Tri	1	179.00	179.00
72782 EXP 8/17/2022 WIP Filing/Service Fees	Olympia Court fees Lopez, Leigh Anne v. Tri	1	250.00	250.00
Grand Total	Billable Unbillable Total	0.00 0.00 0.00		10692.92 0.00 10692.92