

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 06 2021
Kaliska Monticue

BY Kaliska Monticue

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Attorneys for Plaintiff and the Class

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

RAKESH RAY, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

C&W FACILITY SERVICES, INC.,
Massachusetts corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2101321

[Assigned for all purposes to the Hon. David Cohn,
Department S-26]

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

Date: December 29, 2021
Time: 10:00 A.M.
Dept.: S-26

Complaint Filed: January 28, 2021
FAC Filed: April 22, 2021
SAC Filed: October 1, 2021

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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 Rakesh Ray (“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 has zealously represented the interests of the Class. The settlement was obtained for the benefit of the Class, as opposed to the individual Class Representative. Further, Class Counsel has been approved as class counsel on a number of prior cases, have litigated numerous other class action cases, and are competent to represent the class.

3. Based on their own independent investigation and evaluation, the Parties and their respective counsel are of the opinion that settlement for the consideration and terms set forth in the Joint Stipulation of Class Action Settlement and Release (“Agreement” or “Settlement Agreement”) is fair, reasonable, and adequate and is in the best interests of the Class and Defendant in light of all known facts and circumstances and the expenses and risks inherent in litigation.

4. Both Plaintiff's and Defendant's counsel have a great deal of experience in wage and hour class action litigation. Plaintiff's counsel has been approved as class counsel in a number of wage and hour class actions.

5. 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 these cases, 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, Defendant would have been able to seek attorney's fees and costs in connection with their defense of the case.

6. I have spent significant time researching and pursuing the claims that have been alleged in this action.

1 7. Any remaining monies from uncashed settlement checks will be distributed to
2 Legal Aid at Work. I do not have any relationship or connection with or to Legal Aid at Work.

3 8. I am one of the primary attorneys on this matter. My qualifications are as follows:
4 I received my J.D. from Arizona State University College of Law in 2003. During law school, I
5 was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated cum laude
6 from Arizona State University College of Law in the top 10% of my class. While I was in law
7 school, I was the Associate Managing Editor of the Arizona State University College of Law,
8 Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles County offices
9 of Ogletree Deakins Nash Smoak & Stewart, P.C., a national employment defense law firm that
10 represents a significant number of Fortune 500 companies.

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

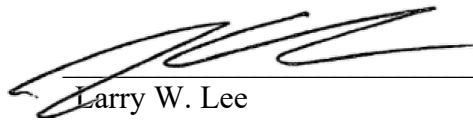
16 10. I have been named as Class Counsel in a number of class actions that have been
17 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
18 Francisco County, and the United States District Court for the Central District of California,
19 including the following Class Actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
20 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
21 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
22 06-0196-RSWL (PJWx); Universal Protection Overtime Cases, Orange County Superior Court,
23 Judicial Council Coordination Proceeding No. 4480; and *Hernandez v. CVS Corp. et al.*, Judicial
24 Council Coordination Proceeding No. 4539.

25 11. My co-counsel and I will adequately represent the Class Members in this action.
26 Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this
27 lawsuit to its conclusion.

28 I declare under penalty of perjury under the laws of the State of California that the

1 foregoing is true and correct.

2 Executed on this 6th day of December, 2021, at Los Angeles, California.

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