

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

Attorneys for Plaintiff and the Class

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

PEDRO CORTEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BG TRUCKING, INC., an California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2021-00010743-CU-OE-CTL

[Assigned for All Purposes to Hon. Joel R.
Wohlfeil, Dept. C-73]

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

Date: March 24, 2023
Time: 9:00 a.m.
Dept.: C-73

Reservation Number: 2932578

Complaint Filed: March 10, 2021

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

6 2. I have spent significant time researching and pursuing the claims that have been
7 alleged in this action. From the inception of the case, Class Counsel has zealously represented
8 the interests of the Class. Class Counsel has engaged in significant meet and confer discussions
9 with opposing counsel to obtain informal data and documents and to discuss the merits of the
10 claims on behalf of the Class.

11 3. Based on my own independent investigation and evaluation, I am of the opinion
12 that settlement for the consideration and on the terms set forth in the Joint Stipulation of Class
13 and Representative Action Settlement (“Settlement Agreement”) is fair, reasonable, and adequate
14 and is in the best interests of the Class, in light of all known facts and circumstances and the
15 expenses and risks inherent in litigation.

16 4. I was retained based upon a contingency fee arrangement wherein Class Counsel
17 agreed to advance all costs and receive no fee unless a recovery was accomplished. The costs
18 include, but are not limited to, those relating to the filing of this instant action, service of process,
19 payment of mediation fees and other litigation related costs. Had Plaintiff failed to prevail on
20 these cases, counsel for Plaintiff would have spent a significant amount of time, money and other
21 resources without any benefit or return. In addition, had Plaintiff also failed to prevail in the
22 present cases, Defendant would have been able to seek costs in connection with their defense of
23 the case.

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

1 Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles County offices
2 of Ogletree Deakins Nash Smoak & Stewart, P.C., a national employment defense law firm that
3 represents a significant number of Fortune 500 companies.

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

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

19 8. My co-counsel and I will adequately represent the Class Members in this action.
20 Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this
21 lawsuit to its conclusion. I have no conflicts with the Class and will adequately represent the
22 Class.

23 //

24 //

25 //

26 //

27 //

28 //

9. I do not maintain an interest in and/or a relationship with Legal Aid at Work, the designated *cy pres* recipient.

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

Executed on this 30th day of January 2023, at Los Angeles, California.


Larry W. Lee