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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BENITO

JOE BETANCUR, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

PRIDE CONVEYANCE SYSTEMS, INC.,
a California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. CU-21-00022

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

Date: 11/13/2024

Time: 3:30 PM a.m/p.m.

Dept.: 1

1 I, Larry W. Lee, declare as follows:

2 1. I am an attorney at law duly admitted to practice before all courts in the State of
3 California and am a member of the law firm, Diversity Law Group, one of the attorneys of record
4 for Plaintiff Joe Betancur ("Plaintiff"), on behalf of himself and other similarly situated
5 individuals, in the above-entitled action. I have personal knowledge of the matters set forth
6 herein, and if called upon as a witness to testify thereto, I could and would competently do so.

7 2. I, along with my co-counsel, have diligently litigated this case and will continue to
8 do so. We have diligently litigated this case, including conducting formal discovery, extensive
9 meet and confer with counsel for Defendant Pride Conveyance Systems, Inc. ("Defendant"). The
10 Parties completed the depositions of Defendant's person most knowledgeable ("PMK") and
11 Plaintiff.

12 **ATTORNEY QUALIFICATIONS**

13 3. I am one of the primary attorneys on this matter. My qualifications are as follows:
14 I received my JD from Arizona State University College of Law in 2003. During law school, I
15 was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated *cum laude*
16 from Arizona State University College of Law in the top 10% of my class. While I was in law
17 school, I was the Associate Managing Editor of the Arizona State University College of Law,
18 Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles County offices
19 of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., a national employment defense law firm that
20 represents a significant number of Fortune 50 companies, including many actions involving wage
and hour matters.

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

27 5. I have been approved as class counsel in a number of class actions that have been
28 granted final approval by the Superior Courts of Los Angeles County, Orange County, San

1 Francisco County, Alameda County, Contra Costa County, Monterey County, San Bernardino
2 County, Santa Clara County, Sonoma County, and other counties, as well as the United States
3 District Court for the Central, Eastern, and Northern Districts of California, including but not
4 limited to the following class actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
5 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
6 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
7 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court,
8 Judicial Council Coordination Proceeding No. 4480; *Hernandez v. CVS Corp. et al.*, Judicial
9 Council Coordination Proceeding No. 4539; *Padilla v. Safeway*, San Benito County Superior
10 Court Case No. CU-16-00182; *Valles v. Community Hospital of the Monterey Peninsula*,
11 Monterey County Superior Court Case No. 17CV003452; *DirecTv Wage and Hour Cases*, Santa
12 Clara Superior Court Judicial Council Coordination Proceeding No. 4850; *Perez v. Standard*
13 *Drywall, Inc.*, Alameda County Superior Court Case No. RG15761142; and *Davis v. Nugget*
14 *Market, Inc.*, Yolo County Superior Court Case No. CV-18-558.

15 6. In addition, I was certified as class counsel by the United States District Court,
16 Central District of California in the case of *Abdullah v. U.S. Security* (Case Number CV 09-09554
17 GHK); *Avilez v. Pinkerton Government Services, Inc.* (Case Number SACV 11-0493-DOC);
18 *Dynabursky v. Allied Barton Security Services* (Case Number SACV 12-02210 JST); and *Pace v.*
19 *Petsmart, Inc.* (Case Number SACV 13-500-DOC); by the Northern District of California in the
20 cases of *Harris v. Vector Marketing Corp.* (Case Number CV 08 5198 EMC) and *Lemus et al. v.*
21 *H&R Block Enterprises, LLC* (Case Number CV-09-03179-SI); and by the Superior Court of
22 California, Orange County in the cases of *De la Cruz v. Abercrombie & Fitch Co. et al.* (Case
23 Number 30-2007-00036240) and *Wu v. General Nutrition Corporation* (Case Number 30-2012-
24 00593759), all as part of the Courts' orders granting class certification pursuant to Rule 23 of the
FRCP and California Code of Civil Procedure § 382.

25 **SETTLEMENT NEGOTIATIONS AND MEDIATION**

26 7. This settlement was reached after Plaintiff's counsel obtained and analyzed class
27 data and performed a damage analysis, attended mediation, and settled the case, which has
28 involved arms' length negotiations over the terms and conditions of this settlement. With respect

1 to class data, Plaintiff's counsel obtained shift and payroll data from which he was able to
2 calculate the total exposure. Based on all of the evidence and data, Plaintiff's counsel was able to
3 perform calculations based on the allegations and value the maximum damages and penalties at
4 issue. The Parties and their respective counsel participated in a mediation with experienced class
5 action mediator Michael Loeb on June 13, 2024. After a full day of mediation, the Parties were
6 able to reach a settlement. Thus, at all times, the negotiations leading to this Settlement
7 Agreement have been adversarial, non-collusive, and at arm's length.

8 8. Using the figures exchanged prior to mediation, based on a class size of
9 approximately 481 Class Members and the \$600,000 recovery, Class Members will each get a
10 raw average of approximately \$533.26, after deducting the PAGA payment to the LWDA,
11 Plaintiff's enhancement, attorneys' fees and costs, and administration costs. This amount will be
12 greater or lower based on the number of workweeks worked by the Class Member during the
13 Class Period.

14 9. Plaintiff's counsel estimated the soaking wet damages as follows:

15 Minimum Wages	\$118,947.17
16 Overtime Wages	\$178,420.76
17 Rest Periods	\$1,427,366.07
18 Meal Periods	\$1,427,366.07
19 Sick Pay	\$279,030.96
Labor Code § 226	\$1,028,000.00
Labor Code § 203	\$2,854,332.00
PAGA penalties	\$8,686,600.00
Total	\$16,000,063.03

20 However, because Defendant argued that it maintained lawful policies, Plaintiff's counsel
21 believes a 75% discount is warranted, such that the realistic exposure on the underlying Labor
22 Code damages/penalties are \$1,828,365.76. Given the Court's discretion to reduce PAGA
23 penalties, Plaintiff also believes that a 90% reduction in PAGA penalties is warranted, for a total
24 realistic exposure of \$868,660.00. Thus, the total realistic damages, Labor Code and PAGA
25 penalties amount to \$2,697,025.76.

26 10. My only relationship with Plaintiff is the attorney-client relationship in this matter.

27 11. On September 16, 2024, I uploaded the Joint Stipulation of Class Action
28 Settlement and Release of Claims ("Joint Stipulation," or "Settlement Agreement"), this Motion

1 and the Proposed Order on the Labor Workforce Development Agency's website.

2 I declare under penalty of perjury and the laws of the United States of America and the
3 State of California that the foregoing is true and correct and that this declaration was executed on
4 September 16, 2024, at Los Angeles, California.

5 
6 Larry W. Lee