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9 Attorneys for Plaintiffs,
10 MARIA MARAVILLA and JUAN TORRES REYES
on behalf of themselves and all similarly situated employees
11

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF MONTEREY**
14

15 MARIA MARAVILLA and JUAN TORRES
16 REYES on behalf of themselves and all similarly
situated employees,

17 v.

18 GREENGATE FRESH, LLLP; and DOES 1
19 through 50, inclusive,

20 Defendants.
21

Case No. 21CV001258

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

Date: January 12, 2024

Time: 8:30 a.m.

Dept: 14

Complaint Filed: April 15, 2021

FAC Filed: May 20, 2022

Trial Date: Not Set

DECLARATION OF LARRY W. LEE

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 Plaintiffs Maria Maravilla and Juan Reyes Torres (together, “Plaintiffs”). 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 have zealously represented the interests of the Class. The settlement was obtained for the benefit of the Class. Further, Class Counsel have 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. I have spent significant time researching and pursuing the claims that have been alleged in this action. Based on my review of all the information, and based on my experience in class action litigation, I believe this settlement to be fair, adequate, and reasonable.

4. I was retained based upon a contingency fee arrangement wherein Plaintiffs' counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiffs failed to prevail in this case counsel for Plaintiffs would have spent a significant amount of time, money, and other resources without any benefit or return. In addition, had Plaintiffs also failed to prevail in the present case, Defendant would have been able to seek costs in connection with its defense of the case.

5. I am one of the primary attorneys on this matter. 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 firm's primary focus is employment law. I have handled a number of wage and hour

1 matters including class actions and multiple-plaintiff actions. I have a practice that encompasses cases in
2 the Los Angeles Superior Courts, the Orange County Superior Courts, the San Francisco County
3 Superior Courts, the San Diego County Superior Courts, and the United States District Courts for the
4 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 granted
6 final approval by the Superior Courts of Los Angeles County, Orange County, San Francisco County,
7 Alameda County, Contra Costa County, Monterey County, San Bernardino County, Santa Clara County,
8 Sonoma County, and the United States District Court for the Central, Eastern, and Northern Districts of
9 California, including but not limited to the following class actions: *Chan Lanier v. Citigroup, Inc. et al.*,
10 San Francisco Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange
11 County Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No.
12 CV 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court,
13 Judicial Council Coordination Proceeding No. 4480; *Tse v. Best Buy*, Los Angeles Superior Court Case
14 No. BC392717; *Hernandez v. CVS Corp. et al.*, Judicial Council Coordination Proceeding No. 4539;
15 *Padilla v. Safeway*, San Benito County Superior Court Case No. CU-16-00182; *Valles v. Community*
16 *Hospital of the Monterey Peninsula*, Monterey County Superior Court Case No. 17CV003452; *DirecTv*
17 *Wage and Hour Cases*, Santa Clara Superior Court Judicial Council Coordination Proceeding No. 4850;
18 *Perez v. Standard Drywall, Inc.*, Alameda County Superior Court Case No. RG15761142; and *Davis v.*
19 *Nugget Market, Inc.*, Yolo County Superior Court Case No. CV-18-558.

20 8. I do not have any conflicts of interest with the proposed *cy pres* recipient, the Watsonville
21 Law Center.

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

24 Executed on this 9th day of November 2023, at Los Angeles, California.

25 
26 _____
27 Larry W. Lee
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