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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

DENISE WILLIAMS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED CLINICAL LLC, an Illinois
limited liability company; ADVANCED
RESOURCES, L.L.C., a California limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21-CIV-03494

*(Assigned to the Honorable Nancy L. Fineman,
Dept. 4, for all purposes)*

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF PLAINTIFF’S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: April 1, 2025

Time: 2:00 p.m.

Place: Dept. 4

FAC Filed: August 13, 2021

Jury Trial Date: None set

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

2. 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 this case, 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 case, Defendant would have been able to seek costs in connection with their defense of the case.

3. 13. Based on the foregoing and on their own independent investigation and evaluation, Plaintiff's counsel ("PAGA Counsel") is of the opinion that the PAGA settlement with Defendant for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the State of California, and the aggrieved employees.

4. From the inception of the case, Plaintiff's counsel has zealously represented the interests of the aggrieved employees. The settlement was obtained for the benefit of the aggrieved employees, as opposed to the individual Plaintiff.

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

6. After taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the Joint Stipulation of PAGA Settlement and Release (“Settlement Agreement”) is appropriate and in the best interests of Plaintiff and the aggrieved employees.

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

9 8. My primary practice is employment law. I have handled a number of wage and
10 hour matters including class actions and individual actions, on both plaintiff and defense sides. I
11 have a practice that encompasses cases throughout the State of California, including but not
12 limited to the Los Angeles Superior Courts, the Orange County Superior Courts, the San
13 Francisco County Superior Courts, the San Diego County Superior Courts, and the United States
14 District Courts for the Central, Eastern, Northern, and Southern Districts of California.

15 9. I have been named as Class Counsel in a number of class actions that have been
16 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
17 Francisco County, Alameda County, Contra Costa County, Monterey County, San Bernardino
18 County, Santa Clara County, Sonoma County, and the United States District Court for the
19 Central, Eastern, and Northern Districts of California, including but not limited to the following
20 class actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco Superior Court Case No. CGC-
21 05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County Superior Court Case No.
22 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV 06-0196-RSWL (PJWx);
23 *Universal Protection Overtime Cases*, Orange County Superior Court, Judicial Council
24 Coordination Proceeding No. 4480; *Tse v. Best Buy*, Los Angeles Superior Court Case No.
25 BC392717; *Hernandez v. CVS Corp. et al.*, Judicial Council Coordination Proceeding No. 4539;
26 *Padilla v. Safeway*, San Benito County Superior Court Case No. CU-16-00182; *Valles v.*
27 *Community Hospital of the Monterey Peninsula*, Monterey County Superior Court Case No.
28 17CV003452; *DirecTv Wage and Hour Cases*, Santa Clara Superior Court Judicial Council

Coordination Proceeding No. 4850; *Perez v. Standard Drywall, Inc.*, Alameda County Superior Court Case No. RG15761142; and *Davis v. Nugget Market, Inc.*, Yolo County Superior Court Case No. CV-18-558.

10. To date, I have incurred approximately 79.1 hours in connection with the litigation of this lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have incurred to date.

11. In addition to the hours above, I also anticipate spending an additional 5 hours through the completion of this case to handle any post-approval matters and settlement issues, including payments from the Settlement Administrator and any related issues.

12. The total lodestar for my hours will be approximately **\$71,485.00**, based on **84.1** hours at an hourly rate of \$850.00. Since at least 2020, I have been approved at an hourly rate of \$750.00 per hour by various courts, including this Court. Examples of these courts include the following cases: *Hernandez v. Wells Fargo Bank*, Santa Clara County Superior Court Case No. 16CV299319; *Carrillo v. New Balance Athletics, Inc.*, Santa Clara County Superior Court Case No. 19CV352469; *Ramirez v. Walgreen Co.*, United States District Court, Northern District of California Case No. 18-cv-03921-EJD; *Chavez v. Converse, Inc.*, United States District Court, Northern District of California Case No. 15-cv-03746-NC; *Foster v. Schindler Elevator Corporation*, Alameda County Superior Court Case No. RG19029640; *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County Superior Court Case No. 18CV00191; *Pittman v. Martinez Steel Corporation*, San Bernardino County Superior Court Case No. CIVDS1823132; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Markham v. Quik Stop Markets, Inc.*, Santa Clara County Superior Court Case No. 19CV341582; *Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San Bernardino County Superior Court Case No. CIVDS1828867; and *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211. I was approved at an hourly rate of

1 \$800.00 per hour in *Martinez and Acosta v. City of Hope National Medical Center, et al.*, San
2 Bernardino County Superior Court Case No. CIVDS2015729; *Jaime Moen v. Genentech, Inc.*,
3 San Diego County Superior Court Case No. 37-2021-00008619-CU-OE-CTL; *Murray v. Granite*
4 *Wellness Centers et al.*, Nevada County Superior Court Case No. CU20-084680; *Smith, et al. v.*
5 *Clean Harbors Environmental Services, Inc.*, Sacramento County Superior Court Case No. 34-
6 2021-00292526; *Correa et al. v. FedEx Supply Chain, Inc.*, San Bernardino County Superior
7 Court Case No. CIVDS2023369; *Meguro v. Silicon Valley Bank*, Santa Clara County Superior
8 Court Case No. 20CV369854; and *Linaki v. Genji Pacific, LLC*, Alameda County Superior Court
9 Case No. RG20074795.

10 13. I do not have any affiliation or conflict of interest with the proposed *cy pres*
11 recipient, Legal Aid At Work.

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

14 Executed on December 16, 2024, at Los Angeles, California.

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17 _____
Larry W. Lee

EXHIBIT A

Williams v. Advanced Clinical et al.
Time and Task Chart for Larry W. Lee

Hours	Description of Work
2.4	Factual investigation; review of file and client documents; research Defendants' backgrounds
1.2	Draft PAGA letter; review and revise same.
3.4	Review Defendant's PAGA cure letter; review and revise dispute to same; review decision re same
1.4	Review arbitration agreement; meet and confer re impact of same
2.5	Review and revise class complaint and FAC
1.3	Review and revise Joint Case Management Statements.
0.6	Meet and confer with opposing counsel regarding arbitration of Plaintiff's individual claims and request dismissal of Plaintiff's class claims.
6.2	Review and revise first set of written discovery; review responses to same; review documents produced by Defendant; meet and confer re same
2.5	Review and revise IDC brief; meet and confer re same
13.7	Review and revise motions to compel discovery responses; review opposition to same; review and revise reply briefs to same; legal research re same
2.8	Meet and confer re Belaire letter; review and revise stipulation and notice re same
3.1	Review supplemental and further discovery responses from Defendant; meet and confer re same
1.4	Review and revise data request to be sent to Defense in advance of mediation.
1.7	Review data informally produced by Defendant; review damages calculation; confer with counsel regarding data
3.8	Review and revise mediation brief.
7.6	Attend mediation; significant follow up discussions with mediator re settlement issues
3.6	Review and revise PMK deposition notice; meet and confer re same
4.1	Further discussions with Defense counsel re settlement issues
5.7	Review/revise MOU and confer with counsel and client
6.3	Review and revise long-form settlement agreement; confer with opposing counsel regarding terms therein; confer with client re same
3.8	Review and revise motion for approval of PAGA settlement, proposed order, and supporting documents; further review and revise same.

79.1	<u>TOTAL HOURS</u>
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