

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Christine T. LeVu (State Bar #288271)

Andrew G. Ronan (State Bar #312316)

2255 Calle Clara La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

LIM LAW GROUP, P.C.

Preston H. Lim (SBN 275249)

phl@limlawgroup.com

1504 W. Artesia Sq., Suite B

Gardena, CA 90248

Telephone: (213) 900-3000

Facsimile: (213) 204-3000

LAW OFFICES OF LLOYD LEE

Lloyd J. Lee (SBN 276453)

lloyd@pro-esq.com

25050 Ave Kearny, Suite 107-A

Valencia, CA 91355

Telephone: (661) 480-2420

Facsimile: (213) 995-6344

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

WOODWARD HRT, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. **21STCV42692**

**DECLARATION OF LLOYD J. LEE IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Judge: Hon. Maren Nelson

Department 17

Complaint Filed: November 19, 2021

Trail Date: Not Set

**DECLARATION OF LLOYD J. LEE IN SUPPORT OF PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**

I, Lloyd Lee, declare:

1 I am a principal of the law firm of Law Offices of Lloyd Lee (“LEE”), counsel for Plaintiff George Rosenberg. As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2 This declaration is being submitted in support of Plaintiffs’ Motion for Final Approval of Class and PAGA Settlement. The settlement reached between Plaintiffs Alfredo Silva and George Rosenberg (collectively, “Plaintiffs”), individually and on behalf of all members of the Class, on the one hand, and Defendant Woodward HRT, Inc. (“Defendant”), on the other hand, is set forth in the Stipulation of Class and Representative Action Settlement Agreement (the “Agreement”) submitted with this motion.

ADEQUACY OF CLASS COUNSEL

3 I graduated college from the University of California Davis with dual Bachelors' Degrees
in Economics and Psychology, and a Minor in Communications.

4 Upon graduation, I worked as an Equity Research Associate for an Investment Bank in San Francisco, CA, and then a Forensic Accountant for a Certified Public Accounting Firm in Walnut Creek, CA.

5 Thereafter, I studied law at Temple Beasley School of Law in Philadelphia, PA. During the first law school summer, I externed for a federal judge for the United States District Court for the District of Nevada under the Honorable James C. Mahan. During my second law school summer, I interned for a real estate law firm. I also served as executive editor for the Temple Law Journal of International and Comparative law.

6 I received my law degree in 2008 and served as a judicial law clerk for the Honorable James C. Mahan for the United States District Court for the District of Nevada. There, I wrote judicial briefs and assisted the court in preparing minute orders on various substantive motions.

7 After my federal clerkship, I founded Law Offices of Lloyd Lee and served as outside general counsel to corporations, executives, and entrepreneurs on corporate, business and employment matters.

8 Over the past six years, I have devoted the vast majority of my practice to representing plaintiffs in employment litigation including cases of California Labor Code violations. I have been the lead or co-counsel on all of my firm's cases since I started my own practice. I have relentlessly litigated my cases and collected significant settlements and judgments for my clients.

9 I was a multi-year member of the California Employment Lawyers Association. I have also attended the California Employment Lawyers Association Trial School and attended seminars relating to employment law, trial practice and advocacy.

10 I have attended and continue to attend professional meetings relating to my legal practice.

11 I served as 2016 President of the Korean American Bar Association of Southern California (KABA), and served on the KABA Board of Governors from 2012 – 2020. During my presidency, KABA received the State Bar President's Award for Distinguished Pro Bono Services for conducting weekly pro-bono legal clinics helping the underserved people of Los Angeles, CA.

12 I have been selected as Super Lawyer-Rising Star consecutively from 2016 to 2020.

COSTS

13 I have reviewed the costs incurred in this case. All of these costs and expenses were reasonable and necessary to bring this case to closure and are typically billed to a client. The amount of my outstanding costs is approximately \$101.25, which includes (1) Case Anywhere Fee.

HOURLY RATE AND LODESTAR

14 My hourly rate is \$675.00. I believe this hourly rate to be justified considering my experience and the results I have achieved in the past.

15 It is my opinion that \$675 is a reasonable hourly rate in this case given my experience, the complexity of the matter in litigation, and the rates for similarly experienced principal attorneys in the Los Angeles area.

16 My total lodestar to date is \$44,550.00 (66 hours x \$675 per hour), not including time compiling my time records. Attached as Exhibit A is a true and correct copy of my billing records on

1 this case. I anticipate having to expend an additional 10 to 20 hours on this case dealing with class
2 member issues regarding the settlement and attending the final approval hearing.

3 17 I have performed the following work on this case, among other things: (1) initial
4 consultation with Plaintiff at my office located across the street from Defendant's Santa Clarita facility
5 where Plaintiff was employed, (2) initial investigation, follow-up and review of the case for merit, (3)
6 interviewing Plaintiff about his experience working for Defendants; (3) interviewing and associating
7 with co-counsel with sufficient experience in PAGA and class-action cases, (5) drafting and revising
8 PAGA letters; (6) drafting and revising pleadings; (7) drafting and revising informal discovery requests
9 for documents; (8) reviewing documents informally produced in this case and analyzing the data to
10 compute damages; (9) drafting and revising mediation brief; (10) attending mediation; (11) negotiating,
11 and working on preliminary and final settlement documents; and (12) answering Plaintiff's questions
12 about the case, and keeping Plaintiff informed about all developments in the case, and preparing them
13 for the case.

14 **CONTINGENCY NATURE OF RECOVERY**

15 18 This class action was filed in the midst of the Covid-19 pandemic. For Class Counsel,
16 the fees were wholly contingent in nature, and Class Counsel's attention to this case during an uncertain
17 time in our community and economy was undertaken in lieu of work on other cases. I have not been
18 paid to date on this case and will only receive payment if the settlement is approved.

19 19 This case carried a degree risk of no recovery on my part, or the part of my firm and co-
20 counsel's firm, that no fees would ever be recovered, including for the chance of loss at trial and, if we
21 won at trial, the chance of non-collectability of any judgment.

22 I declare under penalty of perjury under the laws of the State of California, that the
23 foregoing is true and correct to the best of my knowledge.

24 Executed this 1st day of October, 2023, at Manhattan Beach, California.

25
26 /s/ Lloyd J. Lee

27 Lloyd J. Lee
28

	Date	Hours	Description
1			
2	9/17/2020	1.00	Communicate (w client)
3	9/18/2020	1.50	Meeting (w client)
4	9/18/2020	1.50	Fact Investigation / Development
5	9/18/2020	0.50	Communicate (w client)
6	9/19/2020	0.50	Document / File Management
7	9/21/2020	1.50	Fact Investigation / Development
8	9/28/2020	0.50	Draft/Revise PAGA Letter
9	9/29/2020	0.50	Communicate (w client)
10	10/2/2020	0.20	Document / File Management
11	10/2/2020	0.30	Review/analyze Documents
12	10/2/2020	1.00	Draft/Revise Complaint
13	10/2/2020	0.20	Communicate (w client)
14	10/4/2020	0.20	Communicate (w client)
15	10/5/2020	0.50	Draft/Revise Complaint
16	10/7/2020	0.30	Communicate (w client)
17	10/9/2020	0.50	Communicate (w client)
18	10/12/2020	0.50	Review Complaint for Filing
19	10/12/2020	0.30	Communicate (w client)
20	10/13/2020	0.50	Communicate (w client)
21	1/15/2021	0.20	Review/analyze Case Management Statement
22	1/15/2021	0.10	Review/analyze Jury Fee Posting
23	2/10/2021	0.10	Review/analyze Notice of Ruling
24	8/30/2021	0.50	Communicate (w client)
25	9/7/2021	0.30	Communicate (w client)
26			
27			
28			

1	9/13/2021	0.20	Communicate (w client)
2	9/14/2021	0.20	Communicate (w client)
3	10/26/2021	1.00	Draft/Revise Discovery (informal)
4	11/3/2021	0.50	Communicate (w client)
5	11/12/2021	2.00	Communicate (w client)
6	11/12/2021	0.80	Draft/Revise PAGA Letter
7	11/15/2021	0.20	Communicate (w client)
8	11/16/2021	8.00	Deposition Prep (w client)
9	11/16/2021	0.50	Communicate (w client)
10	11/24/2021	0.20	Communicate (w client)
11	11/30/2021	5.00	Depositions - Review/Analyze Transcript
12	2/15/2022	0.20	Draft/Revise Joint Prosecution Agreement
13	2/15/2022	0.20	Communicate (w client)
14	2/17/2022	0.20	Communicate (w client)
15	2/17/2022	0.10	Communicate (mediation)
16	2/18/2022	0.10	Communicate (mediation)
17	2/25/2022	0.50	Communicate (w client)
18	3/3/2022	0.20	Draft/Review Communication - Request for Documents
19	3/17/2022	0.20	Communicate (w client)
20	3/21/2022	0.30	Draft/Revise Joint Stip to Continue Trial
21	3/22/2022	1.50	Draft/Revise Mediation Brief
22	3/31/2022	0.20	Communicate (w client)
23	3/31/2022	1.00	Mediation Prep
24	4/1/2022	8.00	Mediation
25	4/1/2022	1.00	Review/Revise Settlement Agreement

1	4/5/2022	0.80	Review/Revise Settlement Agreement
2	4/6/2022	0.10	Draft/Review Communication
3	4/7/2022	0.20	Review/Revise Settlement Agreement
4	4/11/2022	0.20	Review/Revise Settlement Agreement
5	4/11/2022	0.10	Draft/Review Communication
6	4/12/2022	1.00	Review/Revise Settlement Agreement
7	4/25/2022	0.20	Draft/Review Communication
8	4/26/2022	0.10	Draft/Review Communication
9	5/3/2022	0.10	Draft/Review Communication
10	5/8/2022	0.10	Draft/Review Communication
11	5/9/2022	0.40	Draft/Review Communication
12	5/10/2022	0.50	Review/Revise Memorandum of Understanding
13	5/11/2022	0.20	Draft/Review Communication
14	5/12/2022	0.10	Draft/Review Communication
15	5/16/2022	0.10	Draft/Review Communication
16	5/18/2022	0.20	Draft/Review Communication
17	5/24/2022	0.20	Draft/Review Communication
18	6/5/2022	1.00	Review/Revise Settlement Agreement
19	6/21/2022	0.50	Draft/Review Communication
20	6/27/2022	0.10	Draft/Review Communication
21	6/29/2022	0.10	Draft/Review Communication
22	7/5/2022	0.10	Draft/Review Communication
23	7/6/2022	0.20	Draft/Review Communication
24	7/6/2022	1.00	Review/Revise Settlement Agreement
25	7/7/2022	0.20	Draft/Review Communication

1	7/13/222	0.10	Draft/Review Communication
2	7/18/2022	0.20	Draft/Review Communication
3	8/3/2022	0.20	Draft/Review Communication
4	8/3/2022	0.20	Review/Revise Settlement Agreement
5	8/10/2022	0.20	Draft/Review Communication
6	8/10/2022	0.20	Review/Revise Settlement Agreement
7	8/23/2022	0.10	Draft/Review Communication
8	9/2/2022	0.10	Draft/Review Communication
9	9/8/2022	0.10	Draft/Review Communication
10	9/9/2022	0.20	Draft/Review Communication
11	9/13/2022	0.10	Draft/Review Communication
12	9/19/2022	0.20	Draft/Review Communication
13	9/20/2022	0.20	Draft/Review Communication
14	9/20/2022	0.10	Draft/Review Communication
15	9/28/2022	0.10	Review/Analyze Filing
16	9/28/2022	0.10	Draft/Review Communication
17	10/3/2022	0.10	Draft/Review Communication
18	10/13/2022	0.20	Draft/Review Communication
19	10/21/2022	0.20	Draft/Review Communication
20	10/27/2022	0.20	Draft/Review Communication
21	11/11/2022	0.50	Draft/Review Communication
22	11/15/2022	0.10	Draft/Review Communication
23	11/16/2022	0.20	Draft/Review Communication
24	11/17/2022	0.40	Draft/Review Communication
25	12/2/2022	0.40	Draft/Review Communication

1	12/5/2022	0.10	Draft/Review Communication
2	12/7/2022	0.20	Draft/Review Communication
3	12/7/2022	1.00	Draft/Review Communication
4	12/8/2022	1.00	Draft/Review Motion for Preliminary Approval
5	12/8/2022	1.00	Draft/Review Declaration
6	12/8/2022	0.20	Draft/Review Communication
7	12/11/2022	0.50	Draft/Review Communication
8	12/13/2022	0.10	Draft/Review Communication
9	12/16/2022	0.50	Draft/Review Communication
10	1/3/2023	0.10	Draft/Review Communication
11	1/5/2023	0.10	Draft/Review Communication
12	1/10/2023	0.10	Draft/Review Communication
13	3/17/2023	0.10	Draft/Review Communication
14	5/23/2023	0.20	Draft/Review Communication - preliminary approval
15	5/24/2023	0.20	Draft/Review Communication - preliminary approval
16	6/6/2023	0.20	Draft/Review Communication - preliminary approval
17	6/8/2023	0.20	Draft/Review Communication - preliminary approval
18	6/9/2023	0.20	Draft/Review Communication - preliminary approval
19	6/12/2023	0.20	Draft/Review Communication - preliminary approval
20	6/14/2023	0.10	Draft/Review Communication - preliminary approval
21	6/20/2023	0.20	Draft/Review Communication - preliminary approval
22	6/21/2023	0.20	Draft/Review Communication
23	6/21/2023	0.50	Draft/Review Communication - preliminary approval
24	6/22/2023	0.10	Draft/Review Communication - preliminary approval
25	6/23/2023	0.10	Draft/Review Communication - preliminary approval

1	6/26/2023	0.10	Draft/Review Communication - preliminary approval
2	7/19/2023	0.10	Draft/Review Communication - preliminary approval
3	7/26/2023	0.20	Draft/Review Communication - class list
4	8/25/2023	0.20	Draft/Review Communication - settlement
5			
6	Total	66.00	
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			