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Attorneys for Plaintiff and the Class

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

PERLA MARIN, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

HB LEISURE, INC., a Florida corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2021-00048225-CU-OE-CTL

(Assigned to the Honorable Eddie C. Sturgeon,
Department 67)

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

Date: February 16, 2024

Time: 9:00 a.m.

Dept.: 67

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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, P.C., one of the attorneys of record for Plaintiff Perla Marin (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. The proposed settlement meets the criteria for this Court to grant final approval of this matter on a class-wide basis, as the settlement is fair, adequate, and reasonable.

3. The Class Action Settlement Agreement (“Settlement Agreement”) was the product of negotiations between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. Further, the Parties engaged in arm’s length negotiations.

4. Class Counsel engaged in extensive factual investigation before settling, including the exchange of formal and informal discovery. Class Counsel reviewed class data, time and payroll records, as well as information pertaining to Defendant's policies, practices, and procedures pertaining to overtime wages and wage statement practices.

5. I have spent significant time researching and pursuing the claims that have been alleged in this action. Based on Class Counsel's independent investigations and evaluations, I am of the opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, in light of all known facts and circumstances, and the expenses and risks inherent in litigation. The settlement was negotiated at arm's length and thus, this settlement should be granted final approval.

6. The Court preliminary approved this settlement on October 6, 2023, directing distribution of class notice and scheduling the hearing for final approval of the settlement (the “Preliminary Approval Order”). As directed by the Court, the Settlement Administrator selected by the Parties — Phoenix Settlement Administrators — distributed the Settlement Notice to 256 Class Members. Class Counsel believe that the positive results after mailing of the Settlement Notice support confirmation of the Court’s preliminary approval of the

1 settlement with final approval of the settlement. The settlement has a 100% participation rate.
2 In light of this overwhelmingly positive response from Class Members, an inference can be
3 made that the Class supports the Court's Preliminary Approval Order finding that the
4 Settlement Agreement is fair and reasonable.

5 7. There were no objections to the amount of attorneys' fees or litigation costs that
6 Class Counsel seek in this case and for which Plaintiff asks the Court for final approval.

7 8. Timely notice of the settlement was provided to the California Labor and
8 Workforce Development Agency ("LWDA") pursuant to California Labor Code § 2699(1)(2)
9 and no objections to the settlement by the LWDA were received by Class Counsel.

10 9. Twenty-five percent (25%) of any remaining monies from uncashed settlement
11 checks will be distributed to the State Treasury for deposit in the Trial Court Improvement and
12 Modernization Fund. The remaining seventy-five percent (75%) will be distributed to Free to
13 Thrive, in accordance with California Code of Civil Procedure § 384. I do not have any
14 relationship with or connection to said organizations/programs.

15 10. I am one of the primary attorneys on this matter. My qualifications are as
16 follows: I received my J.D. from Arizona State University College of Law in 2003. During law
17 school, I was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated
18 cum laude from Arizona State University College of Law in the top 10% of my class. While I
19 was in law school, I was the Associate Managing Editor of the Arizona State University
20 College of Law, Law Journal. Upon graduation, I practiced law as an associate at the Los
21 Angeles County offices of Ogletree Deakins Nash Smoak & Stewart, P.C., a national
22 employment defense law firm that represents a significant number of Fortune 500 companies.

23 11. My firm's primary focus is employment law. I have handled a number of wage
24 and hour matters including class actions and multiple-plaintiff actions. I have a practice that
25 encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts,
26 the San Francisco County Superior Courts, the San Diego County Superior Courts, and the
27 United States District Courts for the Central, Eastern, Northern, and Southern Districts of
28 California.

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

18 13. To date, I have incurred approximately 58.8 hours in the prosecution of this
19 matter, with an hourly rate of \$900.00 per hour. I anticipate spending an additional 6 hours
20 through final approval and post-approval, including conferring with class members, defense
21 counsel, and the administrator. The total lodestar for my hours will be approximately
22 \$58,320.00. Attached as **Exhibit A** is a summary of my hours and tasks on this matter.

23 14. My current billing rate is \$900.00 per hour, which is typical of attorneys in the
24 community that have been practicing for over 20 years. Indeed, I have personal knowledge,
25 many of my colleagues and opposing counsel are currently billing at rates much higher than
26 \$900.00 per hour. Further, since early 2023, I have been previously approved at \$850.00 per
27 hour by several courts, including *Lakey v. Poshmark, Inc.*, Santa Clara Superior Court, Case
28 No. 22CV395084; *Audycki v. Stanford Health Care, Inc.* Santa Clara Superior Court, Case No.

1 19CV347173 and *Medina v. United Airlines, Inc.* Los Angeles Superior Court, Case No. BC
2 624742.

3 15. My office has incurred costs in the amount of \$3,710.17. The costs are all
4 litigation related costs, including filing and service fees, court fees, CourtCall fees, postage
5 fees, and other litigation. Attached hereto as **Exhibit B** is copy of the costs incurred in
6 connection with prosecution of this lawsuit.

7 16. Concurrent with the filing of this Motion, Plaintiff uploaded this motion and
8 proposed order to the LWDA's website.

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

11 Executed on this 24th day of January 2024, at Los Angeles, California.

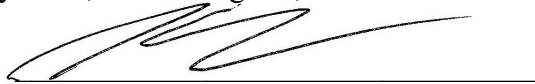
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13 _____
14 Larry W. Lee

EXHIBIT A

Perla Marin v. HB Leisure, Inc.
Time and Task Chart for Larry W. Lee

Hours	Description of Work
2.5	Review client documents and employer background; prepare PAGA letter
4.2	Review and revise initial complaint
5.3	Review initial court orders; meet and confer with defense counsel re cmc; review and revise CMC statement
3.4	Review notices of related cases; research pending related cases against Defendant; review pending wage/hour settlement; confer with client re same; prepare opt out request
2.7	Review and revise stipulation for consolidation of actions; meet and confer with defense counsel re stipulation
7.5	Review and revise first set of written discovery to Defendant; review Defendant's responses to same; review documents produced in response to same; meet and confer re same
6.4	Review Defendant's first set of discovery requests to Plaintiff; review and revise responses to same; prepare document production for same; meet and confer re same
3.2	Review and revise <i>Belaire-West</i> notice and stipulation to send <i>Belaire-West</i> opt-out notice to putative class; meet and confer with defense counsel re same
4.8	Request class data; review payroll and policy documents; analyze and review damage analysis
5.1	Review and revise long form settlement agreement; confer with counsel re same
7.3	Review and revise Motion for Preliminary Approval and supporting documents thereto; review tentative ruling; prepare supplemental brief re same
2.8	Confer with class members re settlement issues
3.6	Review and revise motion for final approval
6	Anticipated time to finalize matter
64.8	TOTAL HOURS

EXHIBIT B

1/18/2024
10:22 AM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Marin, Perla v. HB CA
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
69717	EXP	Olympia	1	75.00	75.00
11/10/2021		Court fees			
WIP		Marin, Perla v. HB CA			
LWDA					
69730	EXP	Christine S. Lee	1	1489.69	1489.69
11/15/2021		Court fees			
WIP		Marin, Perla v. HB CA			
One Legal - Complaint					
69976	EXP	Olympia	1	94.60	94.60
11/18/2021		Atty Service			
WIP		Marin, Perla v. HB CA			
Attorney Service - Complaint Service					
69817	EXP	Christine S. Lee	1	12.35	12.35
11/29/2021		Court fees			
WIP		Marin, Perla v. HB CA			
One Legal - POS					
70032	EXP	Olympia	2	0.25	0.50
11/30/2021		Photocopies			
WIP		Marin, Perla v. HB CA			
Photocopies					
70033	EXP	Olympia	1	7.33	7.33
11/30/2021		Postage			
WIP		Marin, Perla v. HB CA			
Postage					
70422	EXP	Christine S. Lee	1	12.35	12.35
1/14/2022		Court fees			
WIP		Marin, Perla v. HB CA			
One Legal - Notice of Related Case					
70862	EXP	Olympia	1	1.56	1.56
1/31/2022		Postage			
WIP		Marin, Perla v. HB CA			
Postage					

1/18/2024
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DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
72236	EXP	Erika Mejia	1	22.13	22.13
6/23/2022		Court fees			
WIP		Marin, Perla v. HB CA			
OneLegal - CMS					
72333	EXP	Erika Mejia	1	40.67	40.67
7/5/2022		Court fees			
WIP		Marin, Perla v. HB CA			
OneLegal - Stip					
72466	EXP	Erika Mejia	1	19.05	19.05
7/18/2022		Court fees			
WIP		Marin, Perla v. HB CA			
OneLegal - Notice					
75002	EXP	Erika Mejia	1	5.40	5.40
5/1/2023		Online researc			
WIP		Marin, Perla v. HB CA			
Online Doc					
75031	EXP	Linda Lee	1	65.37	65.37
5/3/2023		Court fees			
WIP		Marin, Perla v. HB CA			
OneLegal - Notice of Settlement & Motion for Approval					
75123	EXP	Linda Lee	1	85.40	85.40
5/15/2023		Court fees			
WIP		Marin, Perla v. HB CA			
OneLegal - MPA					
77244	EXP	Christine S. Lee	1	250.00	250.00
1/18/2024		Court fees			
WIP		Marin, Perla v. HB CA			
Est MFA Fees					
Grand Total					
			0.00		2181.40
			0.00		0.00
			0.00		2181.40

1/18/2024
10:23 AM

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Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Marin, Perla v. HB PAGA
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
70286	EXP	Christine S. Lee	1	1489.69	1489.69
1/11/2022		Court fees			
WIP		Marin, Perla v. HB PAGA			
One Legal - Complaint					
70419	EXP	Christine S. Lee	1	12.35	12.35
1/14/2022		Court fees			
WIP		Marin, Perla v. HB PAGA			
One Legal - Notice of Related Case					
70458	EXP	Christine S. Lee	1	12.35	12.35
1/20/2022		Court fees			
WIP		Marin, Perla v. HB PAGA			
One Legal - POS					
70863	EXP	Olympia	1	3.38	3.38
1/31/2022		Postage			
WIP		Marin, Perla v. HB PAGA			
Postage					
70864	EXP	Olympia	44	0.25	11.00
1/31/2022		Photocopies			
WIP		Marin, Perla v. HB PAGA			
Photocopies					
Grand Total					
			Billable	0.00	1528.77
			Unbillable	0.00	0.00
			Total	0.00	1528.77