

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiffs and the Putative Class

[Additional party and counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

JOSE VALENCIA, an individual,
BRANDON JEROUE, an individual, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SENTINEL TRANSPORTION, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV00951

[Assigned for all purposes to the Hon. James F.
Rigali, Department SM Dept 2]

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

Date: February 27, 2024

Time: 8:30 a.m.

Dept.: SM Dept. 2

Complaint Filed: April 29, 2022

Trial Date: None

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

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs
4 Jose Valencia and Brandon Jeroue ("Class Representatives" or "Plaintiffs"). I have personal
5 knowledge of the facts set forth below and if called to testify I could and would do so competently.

6 2. I am one of the primary attorneys on this matter. Based on my own independent
7 investigation and evaluation, I am of the opinion that settlement for the consideration and on the
8 terms set forth in the Joint Stipulation of Class Action Settlement ("Settlement Agreement" or
9 "Agreement") is fair, reasonable, and adequate and is in the best interests of the Class, in light of all
10 known facts and circumstances and the expenses and risks inherent in litigation.

11 3. The funds represented by uncashed settlement checks will be paid out pursuant to
12 California Code of Civil Procedure section 384 to Legal Aid at Work, the designated *cy pres*
13 recipient. I do not maintain an interest in and/or relationship with Legal Aid at Work.

14 4. My office was retained based upon a contingency fee arrangement wherein Class
15 Counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
16 Specifically, had Plaintiff failed to prevail in the matter, Class Counsel would have spent a
17 significant amount of time, money and other resources without any benefit or return. For instance,
18 my office has expended costs to file the instant action, effect service of process, pay mediation fees
19 and other litigation related costs. In addition, had Plaintiff also failed to prevail in the present cases,
20 Defendant would have been able to seek costs in connection with their defense of the case.

21 5. Class Counsel are experienced and well-qualified class action litigators who have
22 litigated many wage and hour class actions and have each been certified as class counsel in
23 numerous other class actions, particularly wage and hour class actions.

24 6. My qualifications are as follows: I received my J.D. from Arizona State University
25 College of Law in 2003. During law school, I was a summer associate at the law firm of Brobeck,
26 Phleger & Harrison. I graduated cum laude from Arizona State University College of Law in the top
27 10% of my class. While I was in law school, I was the Associate Managing Editor of the Arizona
28 State University College of Law, Law Journal. Upon graduation, I practiced law as an associate at

1 the Los Angeles County offices of Ogletree Deakins Nash Smoak & Stewart, P.C., a national
2 employment defense law firm that represents a significant number of Fortune 500 companies.

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

9 8. I have been named as Class Counsel in a number of class actions that have been
10 granted final approval by the Superior Courts of Los Angeles County, Orange County, San Francisco
11 County, and the United States District Court for the Central District of California, including the
12 following Class Actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco Superior Court Case
13 No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County Superior Court Case No.
14 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV 06-0196-RSWL (PJWx);
15 *Universal Protection Overtime Cases*, Orange County Superior Court, Judicial Council Coordination
16 Proceeding No. 4480; and *Hernandez v. CVS Corp. et al.*, Judicial Council Coordination Proceeding
17 No. 4539.

18 9. My co-counsel and I will adequately represent the Class Members in this action.
19 Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit
20 to its conclusion. I have no conflicts with the Class and will adequately represent the Class.

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

23 Executed on this 1st day of February 2024, at Los Angeles, California.

24 

25 _____
Larry W. Lee