

B. James Fitzpatrick (SBN: 129056)
Alison L. Baker (SBN: 193601)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Larry W. Lee (SBN: 228175)
Kristen Agnew (SBN: 247656)
Nick Rosenthal (SBN: 268297)
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

Attorneys for Plaintiffs, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

LORENA RAMIREZ, on behalf of herself
and all similarly aggrieved employees,

Plaintiff,

v.

COVENANT SURGICAL PARTNERS,
INC.; SALINAS ENDOSCOPY CENTER,
LLC; AND DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV000081

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

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

Date: July 14, 2023

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: January 10, 2022

Trial Date: None

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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 Plaintiffs Lorena Ramirez and Teresa Martinez (“Plaintiffs”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

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

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

4. Any remaining monies from uncashed settlement checks will be distributed to Legal Aid at Work and California Rural Legal Assistance, Inc. I do not have an interest, financial or otherwise, in either organization.

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

6. 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

1 of Law in the top 10% of my class. While I was in law school, I was the Associate Managing
2 Editor of the Arizona State University College of Law, Law Journal. Upon graduation, I
3 practiced law as an associate at the Los Angeles County offices of Ogletree Deakins Nash
4 Smoak & Stewart, P.C., a national employment defense law firm that represents a significant
5 number of Fortune 500 companies.

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

12 8. I have been named as Class Counsel in a number of class actions that have been
13 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
14 Francisco County, and the United States District Court for the Central District of California,
15 including the following Class Actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
16 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
17 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
18 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court,
19 Judicial Council Coordination Proceeding No. 4480; and *Hernandez v. CVS Corp. et al.*, Judicial
20 Council Coordination Proceeding No. 4539.

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1 9. My co-counsel and I will adequately represent the Class Members in this action.
2 Plaintiff's Counsel have and will zealously represent Plaintiffs and the Class and pursue this
3 lawsuit to its conclusion. I have no conflicts with the Class and will adequately represent the
4 Class.

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

7 Executed on this 21st day of June 2023, at Los Angeles, California.

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Larry W. Lee