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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

STEPHEN JARAMILLO, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

USS-UPI, LLC, a Delaware limited
liability company formerly known as
USS POSCO Industries; and DOES 1
through 50, inclusive,

Defendants.

Case No.: C22-00641

(Assigned to the Honorable Charles S. Treat,
Dept. 12)

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF PLAINTIFF’S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

Date: TBD
Time: 8:30 A.M.
Dept.: 12

Complaint Filed: April 7, 2022
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, P.C., counsel of record for Plaintiff Stephen Jaramillo (“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 cases, Defendant would have been able to seek costs in connection with their defense of the case.

3. From the inception of the case, Plaintiff's counsel have zealously represented the interests of Plaintiff and the aggrieved employees ("PAGA Members"). The settlement was obtained for the benefit of the PAGA Members, as opposed to the individual Plaintiff.

4. 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.

5. 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 Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement”) is appropriate and in the best interests of Plaintiff and the PAGA Members.

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 of Law in the top 10% of my class. While I was in law school, I was the Associate Managing

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

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

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1 8. To date, I have incurred approximately 48.1 hours in connection with the
2 litigation of this lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have incurred
3 to date. I also anticipate spending an additional 10 hours on post-approval matters, including
4 corresponding with the settlement administrator, opposing counsel, and responding to inquiries
5 regarding the settlement.

6 9. The total lodestar for my hours will be approximately \$46,480.00 based on an
7 hourly rate of \$800.00 per hour. Since at least 2020, I have been approved at an hourly rate of
8 \$750.00 per hour by various Courts. Examples of these Courts include the following cases:
9 *Hernandez v. Wells Fargo Bank*, Santa Clara County Superior Court Case No. 16CV299319,
10 *Carrillo v. New Balance Athletics, Inc.*, Santa Clara County Superior Court Case No.
11 19CV352469; *Ramirez v. Walgreen Co.*, United States District Court, Northern District of
12 California Case No. 18-cv-03921-EJD, *Chavez v. Converse, Inc.*, United States District Court,
13 Northern District of California Case No. 15-cv-03746-NC; *Foster v. Schindler Elevator*
14 *Corporation*, Alameda County Superior Court Case No. RG19029640; *Foaad Hanna v. Equinix,*
15 *LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*,
16 Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville*
17 *Community Hospital*, Santa Cruz County Superior Court Case No. 18CV00191; *Pittman v.*
18 *Martinez Steel Corporation*, San Bernardino County Superior Court Case No. CIVDS1823132;
19 *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No.
20 RG18908139; *Markham v. Quik Stop Markets, Inc.*, Santa Clara County Superior Court Case
21 No.19CV341582; *Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-
22 005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San Bernardino County Superior Court
23 Case No. CIVDS1828867, and *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*,
24 Santa Clara County Superior Court Case No. 19CV345211.

25 10. I was approved at an hourly rate of \$800.00 per hour in *Martinez and Acosta v.*
26 *City of Hope National Medical Center, et al.*, San Bernardino County Superior Court Case No.
27 CIVDS2015729, *Jaime Moen v. Genentech, Inc.*, San Diego County Superior Court Case No.
28 37-2021-00008619-CU-OE-CTL, *Murray v. Granite Wellness Centers et al.*, Nevada County

1 Superior Court Case No. CU20-084680, and *Smith, et al. v. Clean Harbors Environmental*
2 *Services, Inc.*, Sacramento County Superior Court Case No. 34-2021-00292526.

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

5 Executed on this 17th day of January 2024, at Los Angeles, California.

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8 Larry W. Lee

EXHIBIT A

Jaramillo v. USS-UPI
Larry W. Lee Time and Task Chart

Hours	Description of Work
8.1	Review client documents; research background of Defendant; research potential causes of action and viability of same
1.9	Review and revise complaint and PAGA letter
4.5	Investigate claim for failure to timely pay final wages; conduct legal research re same; analyze and review evidence produced by Defendant to substantiate defense to Labor Code § 203 claim.
1.4	Review and revise first amended complaint and second amended complaint; confer with co-counsel re same.
6.2	Review and revise first set of written discovery; review Defendant's responses and document production for same; meet and confer re same.
1.3	Review and revise second set of written discovery
6.8	Legal research re anticipated defense premised on collective bargaining agreement review collective bargaining agreement produced by Defendant considering research
1.3	Further draft and revise notice of deposition of person most knowledgeable; confer with co-counsel re same.
1.1	Further revise data requests for mediation; confer with co-counsel re same.
5.3	Review and revise mediation brief; legal research re same; review class data and damages analysis
2.7	Review and revise MOU; confer with counsel re same
4.1	Review and revise long form settlement documents
3.4	Review and revise Motion for Approval and supporting documents
48.1	TOTAL HOURS