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

HECTOR J. MEJIA on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

WALMART INC., a Delaware corporation;
and DOES 1 through 10, inclusive,

Defendant.

Case No.: CIVSB2207614

[Assigned for all purposes to the Hon. David E.
Driscoll, Dept. S22]

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

Date: April 16, 2024

Time: 8:30 a.m.

Dept.: S22

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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
 nia, and am with the law firm Diversity Law Group, one of the attorneys of record for
 ffs Dearl Powell, Christina Gast, and Elijha Gonzalez (“Plaintiffs”) in the above-entitled
 I have personal knowledge of the matters set forth herein, and if called upon as a witness
 y thereto, I could and would competently do so.

2. Each side has apprised the other of their respective factual contentions, legal arguments, and defenses, resulting in extensive arms' length negotiations taking place among Plaintiff Wal-Mart Stores, Inc. and Defendants Wal-Mart, Inc., Wal-Mart Associates, Inc. and Wal-Mart Stores, Inc. (collectively, "Defendant") (Plaintiffs and Defendants collectively, the "Parties"). Based on their independent investigation and evaluation, and their respective counsel are of the opinion that the Proposed Settlement for the consideration and on the terms set forth in the Joint Stipulation of Settlement and Representative Action Settlement (the "Agreement") are fair, reasonable, and adequate. The settlement is in the best interests of the Class and Defendant in light of all known facts, circumstances and the expenses and risks inherent in litigation. Plaintiffs are aware that Defendant may raise defenses on the reduction of civil penalties pursuant to the Private Attorneys General Act (the "PAGA") and that these arguments could be persuasive to the Court. Even if Plaintiffs were to successfully prove their claims at trial, there is a possibility that the Court may only award a small percentage of the maximum PAGA penalties, as the Court has the discretion to do so. The Maximum Settlement Amount was premised with these risks in mind. Plaintiffs are aware of the possibility of the Court denying class certification, refusing to award waiting list damages, and significantly reducing Plaintiffs' PAGA penalties, along with other attendant risks.

3. Plaintiffs and Plaintiffs' counsel also believe in the fairness of the settlement that is being proposed, taking into account the costs and benefits to Plaintiffs of proceeding on factoring in the uncertainty and risks to Plaintiffs in not prevailing on one or more of the claims or theories alleged in the operative Complaint, the possibility of appeals.

4. The Settlement Agreement was the product of negotiation between highly able

1 and experienced attorneys on both sides who possessed the relevant data and extensive legal
2 research which they had carefully analyzed. Class Counsel engaged in extensive factual
3 investigation before settling, including conducting written discovery, reviewing Defendants'
4 document production, taking the depositions of Defendants' Persons Most Knowledgeable and
5 Defendants' economist/data analyst, and reviewing class data produced by Defendants.

6 5. The settlement in the case at bar warrants approval and carries a presumption of
7 fairness. As previously noted in the application for Preliminary Approval, this current settlement
8 was negotiated at arm's length and resulted only after a failed mediation attempt and further
9 litigation and negotiations. I support the settlement as fair, reasonable, and adequate, and in the
10 best interest of the Class Members as a whole.

11 6. The Notice of Class and Representative Action Settlement and Final Hearing Date
12 ("Notice Packet") provided Class Members with my office's contact information and the
13 Administrator's website address, where they could further seek information regarding the class
14 settlement, leave questions for the Settlement Administrator, and update their addresses.

15 7. Pursuant to the Settlement Agreement and California case law, Plaintiffs' counsel
16 respectfully request 35% of the Maximum Settlement Amount, or \$4,200,000.00, as attorneys'
17 fees.

18 8. There were no objections to the amount of attorneys' fees or litigation costs that
19 Class Counsel seek in this case and for which Plaintiffs ask the Court for final approval.

20 9. Plaintiffs and Plaintiffs' counsel are adequate representatives in that they have no
21 conflicts with the class and will adequately represent the class.

22 10. I have been approved as class counsel in numerous other wage/hour class actions
23 that have been granted class certification and final approval.

24 11. I am one of the primary attorneys on this matter. My qualifications are as
25 follows: I received my J.D. from Arizona State University College of Law in 2003. During law
26 school, I was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated
27 cum laude from Arizona State University College of Law in the top 10% of my class. While I
28 was in law school, I was the Associate Managing Editor of the Arizona State University College

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

4 12. My primary practice is employment law. I have handled a number of wage and
5 hour matters including class actions and individual actions, on both plaintiff and defense sides. I
6 have a practice that encompasses cases throughout the State of California, including but not
7 limited to the Los Angeles Superior Courts, the Orange County Superior Courts, the San
8 Francisco County Superior Courts, the San Diego County Superior Courts, and the United States
9 District Courts for the Central, Eastern, Northern, and Southern Districts of California.

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

27 14. To date, my office has incurred \$35,141.44 in costs. The costs are all litigation-
28 related costs, including court and filing fees, service of process costs, transcript fees, expert fees,

1 and mediation fees. Attached hereto as **Exhibit A** is a copy of costs my firm has incurred in
2 connection with the prosecution of this lawsuit.

3 15. On October 16, 2023, my office uploaded the Settlement Agreement and Motion
4 for Preliminary Approval and supporting documents to the California Labor and Workforce
5 Development Agency's website.

6 16. Concurrent with the filing of this Motion, my office uploaded this Motion to the
7 California Labor and Workforce Development Agency's website. Attached hereto as **Exhibit B**
8 is a true and correct copy of the submission confirmation.

9 17. No objections to the settlement by the LWDA were received by Plaintiffs'
10 counsel.

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

13 Executed on this 22nd day of March 2024, at Los Angeles, California.

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16 Larry W. Lee
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EXHIBIT A

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DIVERSITY LAW GROUP
Slip Listing

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Selection Criteria

Slip Classification Open
Client (hand select) Include: Powell, Dearl v. Walmart
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		
64454	EXP	Olympia	1	9.95	9.95
9/29/2020		Court fees			
WIP		Powell, Dearl v. Walmart			
Complaint Rejection					
64453	EXP	Olympia	1	1492.31	1492.31
10/1/2020		Court fees			
WIP		Powell, Dearl v. Walmart			
OneLegal - Complaint					
64451	EXP	Olympia	1	9.95	9.95
10/9/2020		Court fees			
WIP		Powell, Dearl v. Walmart			
OneLegal - 170.6					
64882	EXP	Olympia	69	0.25	17.25
10/31/2020		Photocopies			
WIP		Powell, Dearl v. Walmart			
Photocopies					
64883	EXP	Olympia	1	6.00	6.00
10/31/2020		Postage			
WIP		Powell, Dearl v. Walmart			
Postage					
65012	EXP	Olympia	1	9.95	9.95
11/16/2020		Court fees			
WIP		Powell, Dearl v. Walmart			
OneLegal - POS of Summons					
65961	EXP	Olympia	1	37.09	37.09
1/12/2021		Atty Service			
WIP		Powell, Dearl v. Walmart			
Attorney Service - Chamber Copy					
65984	EXP	Olympia	1	49.45	49.45
1/15/2021		Atty Service			
WIP		Powell, Dearl v. Walmart			
Attorney Service - Chamber Copy					

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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		
66530	EXP	Olympia	104	0.25	26.00
2/28/2021		Photocopies			
WIP		Powell, Dearl v. Walmart			
Photocopies					
66531	EXP	Olympia	1	6.00	6.00
2/28/2021		Postage			
WIP		Powell, Dearl v. Walmart			
Postage					
67037	EXP	Olympia	1	1.42	1.42
3/31/2021		Postage			
WIP		Powell, Dearl v. Walmart			
Postage					
67036	EXP	Olympia	16	0.25	4.00
3/31/2021		Photocopies			
WIP		Powell, Dearl v. Walmart			
Photocopies					
67706	EXP	Olympia	18	0.25	4.50
5/31/2021		Photocopies			
WIP		Powell, Dearl v. Walmart			
Photocopies					
67707	EXP	Olympia	1	1.42	1.42
5/31/2021		Postage			
WIP		Powell, Dearl v. Walmart			
Postage					
67548	EXP	Olympia	1	237.50	237.50
6/8/2021		Experts			
WIP		Powell, Dearl v. Walmart			
Econ One					
68355	EXP	Olympia	1	78.70	78.70
7/15/2021		Atty Service			
WIP		Powell, Dearl v. Walmart			
Attorney Service - Notice of Motion to Compel					
68384	EXP	Olympia	1	82.45	82.45
7/28/2021		Atty Service			
WIP		Powell, Dearl v. Walmart			
Attorney Service - Reply Chamber Copy					
68813	EXP	Olympia	45	0.25	11.25
8/31/2021		Photocopies			
WIP		Powell, Dearl v. Walmart			
Photocopies					

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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		
68814	EXP	Olympia	1	5.28	5.28
8/31/2021		Postage			
WIP		Powell, Dearl v. Walmart			
Postage					
68728	EXP	Olympia	1	1198.90	1198.90
9/8/2021		Transcript/DEP			
WIP		Powell, Dearl v. Walmart			
Litigation Services - Deposition Transcript of Andrew Jonathan Cook					
68983	EXP	Olympia	1	750.00	750.00
9/21/2021		Transcript/DEP			
WIP		Powell, Dearl v. Walmart			
Litigation Services - Video Deposition of Laura Kish					
69324	EXP	Olympia	1	593.75	593.75
10/14/2021		Experts			
WIP		Powell, Dearl v. Walmart			
Econ One					
69666	EXP	Olympia	28	0.25	7.00
10/31/2021		Photocopies			
WIP		Powell, Dearl v. Walmart			
Photocopies					
69667	EXP	Olympia	1	1.46	1.46
10/31/2021		Postage			
WIP		Powell, Dearl v. Walmart			
Postage					
69693	EXP	Olympia	1	475.00	475.00
11/5/2021		Experts			
WIP		Powell, Dearl v. Walmart			
Econ One					
70046	EXP	Olympia	50	0.25	12.50
11/30/2021		Photocopies			
WIP		Powell, Dearl v. Walmart			
Photocopies					
70047	EXP	Olympia	1	3.18	3.18
11/30/2021		Postage			
WIP		Powell, Dearl v. Walmart			
Postage					

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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		
69876	EXP	Olympia	1	878.75	878.75
12/7/2021		Experts			
WIP		Powell, Dearl v. Walmart			
Econ One					
70192	EXP	Olympia	1	1641.55	1641.55
1/3/2022		Transcript/DEP			
WIP		Powell, Dearl v. Walmart			
Steno - Deposition Transcript of PMK					
[DELAY PAY - NOT YET PAID]					
70280	EXP	Olympia	1	1923.75	1923.75
1/10/2022		Experts			
WIP		Powell, Dearl v. Walmart			
Econ One					
70922	EXP	Larry W. Lee	1	1.75	1.75
2/11/2022		Telephone			
WIP		Powell, Dearl v. Walmart			
Conference call					
70763	EXP	Olympia	1	3640.40	3640.40
2/17/2022		Experts			
WIP		Powell, Dearl v. Walmart			
Econ One					
71203	EXP	Olympia	1	8000.00	8000.00
3/15/2022		Arbitrators			
WIP		Powell, Dearl v. Walmart			
Louis Marlin Mediation					
71295	EXP	Olympia	1	550.30	550.30
4/4/2022		Transcript/DEP			
WIP		Powell, Dearl v. Walmart			
Steno - Deposition Transcript of Diana					
McChristian, Volume 2 [DELAY PAY, NOT					
YET PAID]					
71687	EXP	Olympia	1	227.27	227.27
4/18/2022		Atty Service			
WIP		Powell, Dearl v. Walmart			
Attorney Service - Chamber Copy					
71555	EXP	Olympia	1	2592.08	2592.08
4/21/2022		Experts			
WIP		Powell, Dearl v. Walmart			
Econ One					

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
72124 EXP 6/9/2022 WIP Econ One	Olympia Experts Powell, Dearl v. Walmart	1	9602.60	9602.60
72446 EXP 6/14/2022 WIP Meal	Larry W. Lee Meals Powell, Dearl v. Walmart	1	18.62	18.62
72357 EXP 7/7/2022 WIP Econ One	Olympia Experts Powell, Dearl v. Walmart	1	487.35	487.35
75853 EXP 7/14/2023 WIP Attorney Service - Mejia FAC	Olympia Atty Service Powell, Dearl v. Walmart	1	122.83	122.83
76400 EXP 10/16/2023 WIP Odyssey - MPA	Olympia Court fees Powell, Dearl v. Walmart	1	66.79	66.79
76625 EXP 11/15/2023 WIP Odyssey - Joint CMS	Erika Mejia Court fees Powell, Dearl v. Walmart	1	5.14	5.14
77737 EXP 3/11/2024 WIP Filing/Service Fees	Larry W. Lee Court fees Powell, Dearl v. Walmart	1	250.00	250.00
Grand Total	Billable Unbillable Total	0.00 0.00 0.00		35141.44 0.00 35141.44

EXHIBIT B