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Attorneys for Plaintiff and the Class

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

LAMEISHA GEORGE, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

WESTWAYS STAFFING SERVICES,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: CIVSB2212594
[Consolidated with: CIVSB2217699]

[Assigned for all purposes to the Hon. Jessica
Morgan, Dept. S-26]

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

Date: January 22, 2024
Time: 8:30 a.m.
Dept: S-26

Complaint Filed: June 16, 2022
Trial Date: None

DECLARATION OF LARRY W. LEE

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 Plaintiff Lameisha George (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. From the inception of the case, Class Counsel have zealously represented the interests of the Class. The settlement was obtained for the benefit of the Class, as opposed to the individual Class Representative. Further, Class Counsel have been approved as class counsel on a number of prior cases, have litigated numerous other class action cases, and are competent to represent the class.

3. Based on my review of all the information, and based on my experience in class action litigation, I believe this settlement to be fair, adequate, and reasonable.

4. 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 these cases, 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 case, Defendant would have been able to seek attorney's fees and costs in connection with their defense of the case.

5. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in formal and informal discovery, taking the depositions of Plaintiff and Defendant's Person Most Knowledgeable, and producing documents and payroll information.

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 Editor of the Arizona State University College of Law, Law Journal. Upon graduation, I practiced law as an

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

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

26 9. I have no conflicts of interest with the proposed cy pres recipient, Legal Aid at
27 Work.

28 I declare under penalty of perjury under the laws of the State of California that the foregoing

1 is true and correct.

2 Executed on this 29th day of November 2023, at Los Angeles, California.

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