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Attorneys for Plaintiff and the Class

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

ANNAALICIA LEBLANC, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

O’CONNOR WOODS HOUSING
CORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0009405

[Assigned to the Hon. Robert T. Waters, Dept. 11B]

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

Date: May 6, 2026
Time: 9:00 a.m.
Dept.: 11B

Action Filed: August 7, 2024
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
 2. nia, and am with the law firm Diversity Law Group, counsel of record for Plaintiff
 3. icia LeBlanc (“Plaintiff”). I have personal knowledge of the facts set forth below and if
 4. o testify I could and would do so competently.

2. The Settlement Agreement was the product of negotiation between highly able experienced attorneys on both sides who possessed the relevant data and extensive legal knowledge with which they had carefully analyzed. Plaintiff's counsel engaged in extensive factual investigation and discovery before settling, including the exchange of formal and informal discovery and necessary class data. This includes the number of putative class members identified by Defendant, the number of workweeks and pay periods at issue, and applicable rates of pay as well as information pertaining to Defendant's payroll policies and practices at issue. The extensive discovery allowed Class Counsel to conduct a full analysis of exposure.

3. The Parties engaged in arm's length negotiations at mediation with an
 nced mediator, the Honorable Ronald Sabraw (Ret.). The Parties also engaged in post-
 on negotiations through the assistance of the mediator, after which settlement was
 4.

4. The settlement in the case at bar warrants approval and carries a presumption of

5. As previously noted in the application for Preliminary Approval, this current settlement

6. negotiated at arm's length. I support the settlement as fair, reasonable, and adequate, and in

7. the best interest of the Class Members as a whole.

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

6. I am one of the primary attorneys on this matter. 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

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

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

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

27 9. I have no conflicts with Legal Aid at Work, which is the *cy pres* beneficiary of
28 this proposed settlement.

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

3 Executed on this 14th day of April 2026, at Los Angeles, California.

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