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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
NORTHERN DISTRICT OF CALIFORNIA**

JOY ANN JULIAN, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

WALGREEN CO., an Illinois corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 3:20-cv-09446-VC

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

Date: November 18, 2021
Time: 2:00 p.m.
Dept.: Courtroom 4, 17th Floor
Judge: Hon. Vince Chhabria

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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 Named Plaintiff Joy Ann Julian (“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. Plaintiff conducted formal written discovery, including propounding interrogatories and requests for production. Plaintiff obtained and reviewed Defendant’s discovery responses and document production.

4. The Parties then agreed to conduct a private mediation with wage and hour class action mediator Steve Pearl on July 20, 2021. In connection with the mediation, Defendant provided Plaintiff with data for the entire class, which permitted Plaintiff’s counsel to conduct a damage analysis.

5. From this data, Plaintiff’s counsel was able to calculate the maximum exposure, which is \$584,600.00, which is based on approximately \$5,000.00 owed due to unpaid sick pay wages or restitution, approximately \$450,000.00 owed due to waiting-time penalties, approximately \$64,800.00 in wage statement penalties, and \$64,800 in PAGA penalties.

6. After a full day of negotiations, the Parties were able to resolve the case on a class-wide basis and entered into the Stipulation of Class Action Settlement and Release of Claims (“Stipulation” or “Settlement Agreement”).

7. Based on their own independent investigation and evaluation, the Parties and their respective counsel are of the opinion that settlement for the consideration and terms set forth in the Stipulation is fair, reasonable, and adequate and is in the best interests of the Class and

1 Defendant in light of all known facts and circumstances and the expenses and risks inherent in
2 litigation.

3 8. Both Plaintiff's and Defendant's counsel have a great deal of experience in wage
4 and hour class action litigation. Plaintiff's counsel have been approved as class counsel in a
5 number of wage and hour class actions and have extensive litigation experience.

6 9. Based upon Defendants' records, the estimated number of unique class members
7 is approximately 400. Thus, the Class is ascertainable and has already been identified in
8 Defendant's records.

9 10. Based on the approximate 400 class members, each Participating Class Member
10 will receive a raw average of approximately \$329.58 after deduction for attorneys' fees,
11 enhancement payment, payment to the Labor and Workforce Development Agency ("LWDA"),
12 administration costs, and litigation costs.

13 11. Any remaining monies from uncashed settlement checks will be distributed to
14 Legal Aid at Work. I do not have any relationship or connection with or to Legal Aid at Work.
15 Legal Aid at Work is a non-profit legal services organization that provides legal assistance to
16 low-income individuals for issues related to employment, including any wage and hour issues,
17 like those presented in this case.

18 12. I was retained based upon a contingency fee arrangement wherein Plaintiffs'
19 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
20 Specifically, had Plaintiffs failed to prevail on this case, counsel for Plaintiffs would have spent a
21 significant amount of time, money and other resources without any benefit or return. In addition,
22 had Plaintiffs also failed to prevail in the present case, Defendant would have been able to seek
23 attorney's fees and/or costs in connection with their defense of the case.

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

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

4 14. My firm's primary focus is employment law. I have handled a number of wage
 5 and 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 and Northern Districts of California.

9 15. 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, and the United States District Court for the Central District of California,
 12 including the following class actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
 13 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
 14 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
 15 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court,
 16 Judicial Council Coordination Proceeding No. 4480; and *Hernandez v. CVS Corp. et al.*, Judicial
 17 Council Coordination Proceeding No. 4539.

18 16. My co-counsel and I will adequately represent the Class Members in this action.
 19 Plaintiffs' Counsel have and will zealously represent Plaintiffs and the Class and pursue this
 20 lawsuit to its conclusion.

21 17. On June 11, 2021, I was granted preliminary approval as class counsel by the Los
 22 Angeles County Superior Court in a comparable class action settlement, *Baggot v. Foto-Kem*
 23 *Industries, Inc.* (Case Number 20STCV31051). The *Baggot* settlement similarly involved issues
 24 relating to miscalculated sick pay wages, the same issues as in the current case. Similarly, the
 25 *Baggot* settlement was also non-reversionary and did not require the use of any claim forms. The
 26 following chart details the information regarding the *Baggot* settlement:
 27
 28

Total settlement fund	\$350,000.00
Total number of class members	442
Method of notice distribution	First Class U.S. mail, postage prepaid
Estimated Average recovery per class member	\$428.35
Administrative costs	\$9,000.00
Attorneys' fees	\$116,666.67
Costs	\$15,000.00
Class representative enhancement	\$10,000.00

18. The Parties have selected Simpluris as the Settlement Administrator. Plaintiff's counsel obtained quotes from Phoenix Settlement Administrators, Simpluris, and ILYM. Given that Simpluris had the lowest quote, the Parties agreed to use Simpluris. Further, notice by U.S. mail, along with the National Change of Address search, has been approved by numerous courts and, therefore, the Parties agreed to notice by U.S. mail. A list of cases in which Simpluris was appointed as the settlement administrator in cases involving my office within the last two (2) years are as follows:

- Tobin v. Ryder Truck Rental, Inc., Central District of California Case No. 20-cv-01569-JGB;
- Stanfield v. The FA Bartlett Tree Expert Company, Sonoma County Superior Court Case No. SCV-265929;
- Mendoza v. Avis Rent a Car System LLC, Los Angeles Superior Court Case No.

BC681943;

- Le v. Captek Softgel International, Inc., Los Angeles Superior Court Case No. BC707675; and
- Gomez et al v. Pinnacle Workforce Logistics, LLC, San Bernardino Superior Court Case No. CIVDS1804163.

19. To date, I have incurred approximately 56 hours in the prosecution of this matter, with an hourly rate of \$750.00 per hour.

20. To date, my office has incurred approximately \$7,700 in costs.

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

Executed on this 27th day of September 2021, at Los Angeles, California.

/s/ Larry W. Lee
Larry W. Lee