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Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

Luis Franco, individually, on behalf of
himself and all other similarly situated
employees,

Plaintiff,

vs.

The Goodyear Tire and Rubber Company,
an Ohio corporation, and Does 1-5

Defendants.

Case No.: 22CV393403

[Assigned for all purposes to the Hon. Patricia M.
Lucas, Dept. 3]

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

Date: February 1, 2023

Time: 1:30 P.M.

Dept.: 3

Complaint Filed: January 18, 2022

FAC Filed: November 2, 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, counsel of record for Named Plaintiff Daniel Rodas (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

1. From the inception of the case, Class Counsel have zealously represented the interests of the Class. Class Counsel engaged in significant discussions with opposing counsel to obtain informal data on behalf of the Class, exchanged written discovery, prepared for class certification, and engaged in motion practice. This settlement was obtained for the benefit of the Class, as opposed to the individual Class Representative.

2. My co-counsel and I will adequately represent the Class Members in this action. Class Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.

3. 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 and participated in the exchange of class data and Defendants' pertinent policies and practices. Based on my review of all the documents and 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 in 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 case, Defendants would have been able to seek costs in connection with their defense of the case.

2. On or about July 21, 2021, Daniel Rodas (“Rodas”) filed a notice with the LWDA alleging that Defendant violated Labor Code §§ 201-204, 226(a), 510, 558, 1194, 1197, and 1197.1, pursuant to Labor Code § 2699.

1 3. On August 4, 2021, Rodas filed a class action complaint against Defendant in the
2 Superior Court of California, County of Los Angeles (the “Rodas Class Action”). The Rodas
3 Class Action alleged causes of action for: (1) violation of Labor Code §§ 510, 558, and 1194; (2)
4 violation of Labor Code § 226(a); and (3) violation of Business and Professions Code § 17200, *et*
5 *seq.*

6 4. On September 24, 2021, Rodas filed a representative action complaint against
7 Defendant in the Superior Court of California, County of Los Angeles (the “Rodas PAGA
8 Action”). The Rodas PAGA Action alleged a single cause of action for violation of Labor Code
9 § 2698, *et seq.*

10 5. After becoming aware of related actions filed by Luis Franco and Arin Esraelian,
11 the Parties participated in a mediation.

12 6. The Settlement is the result of extensive, non-collusive negotiations between the
13 Parties, conducted at arm’s length, and informed by substantial factual and legal investigation.
14 The proposed settlement accounts for the relative strength and weaknesses of Plaintiffs’ claims,
15 the risks and delays of further litigation, the current state of the law as it related to the claims, the
16 competing valuations of Plaintiffs’ potential class-wide damages, and the likelihood of
17 maintaining class certification. At all times the Parties’ negotiations were hard-fought and
18 conducted at arm’s length between attorneys with substantial wage and hour class action
19 experience, which fully informed the Parties of the relative strengths of the claims and the
20 benefits of the proposed Settlement, prompting each side to compromise.

21 7. In reaching this settlement, Class Counsel carefully considered the strength of the
22 case versus the amount offered in settlement, the risk, expense, complexity, and likely duration
23 of litigation and of maintaining class certification through trial, the present state of the law as it
24 applies to wage and hour class actions, and the burdens of proof necessary to establish liability
25 against Defendant.

26 8. I believe the proposed notice plan is consistent with class notices approved by
27 state and federal courts, and, under the circumstances here, is the best notice practicable and is
28 the method likely to give the best actual notice to the greatest number of Class Members.

9. 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, Plaintiffs and Class Counsel have concluded that settlement on the terms hereinafter set forth is appropriate and in the best interests of the Parties and that this settlement is fair and reasonable.

10. 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.

ATTORNEY EXPERIENCE

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

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

13. I have been named as Class Counsel in a number of class actions that have been granted final approval by the Superior Courts of Los Angeles County, Orange County, San Francisco County, and the United States District Court for the Central District of California, including the following Class Actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV

1 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court,
2 Judicial Council Coordination Proceeding No. 4480; and *Hernandez v. CVS Corp. et al.*, Judicial
3 Council Coordination Proceeding No. 4539.

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

6 Executed on this 1st day of December 2022, at Los Angeles, California.

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Larry W. Lee

1 pursuant to the compromise and settlement of the litigation, Plaintiffs and Class Counsel have
2 concluded that settlement on the terms hereinafter set forth is appropriate and in the best interests
3 of the Parties and that this settlement is fair and reasonable.

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5 foregoing is true and correct.

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Max W. Gavron