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CHRISTIANA BUSH  
8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN JOSE DIVISION  
12

13 CHRISTIANA BUSH, on behalf of herself, all  
14 others similarly situated, and the general public,

15 *Plaintiff,*

16 vs.

17 VACO LLC, a Tennessee limited liability  
18 company; GOOGLE LLC., a Delaware limited  
19 liability company; and DOES 1 to 50, inclusive,

20 *Defendants.*  
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Case No.: 5:17-cv-05605-BLF

**DECLARATION OF SHAUN SETAREH IN  
SUPPORT OF (A) PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
CERTIFICATION OF SETTLEMENT  
CLASS AND (B) PLAINTIFF'S MOTION  
FOR AN AWARD OF (1) ATTORNEYS'  
FEES TO CLASS COUNSEL, AND (2)  
ENHANCEMENT TO PLAINTIFF**

Date: January 20, 2022  
Time: 9:00 a.m.  
Judge: Hon. Beth Labson Freeman  
Place: Courtroom 3  
280 South 1st St.  
San Jose, CA 95113

Complaint filed: August 24, 2017  
Trial Date: None Set

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DECLARATION OF SHAUN SETAREH

I, Shaun Setareh, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Northern District of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am the principal attorney at Setareh Law Group, LLP. I am counsel for Plaintiffs and the certified settlement class.

3. This Declaration is submitted in support of (A) Plaintiffs' Motion for Final Approval of Class Action Settlement and Certification of Settlement Class and (B) Plaintiffs' Motion for an Award of (1) Attorney's Fees to Class Counsel, and (2) Enhancement to Plaintiffs. Unless otherwise indicated, I have personal knowledge of the facts set forth herein and could competently testify to them if called as a witness.

THE EXPERIENCE OF CLASS COUNSEL AND REASONABLENESS OF THE REQUESTED FEE

AWARD

4. Setareh Law Group has been engaged in the practice of employment and labor law for roughly a decade. The firm and its lawyers have handled hundreds of wage-related class actions between them. The firm and its lawyers have successfully settled more than 100 wage-related class actions during that time.

5. I received my undergraduate degree from UCLA in 1996 and my law degree from Loyola Law School in 1999. Since being admitted to the State Bar of California in 1999, I have actively practiced civil litigation for the entirety of that time period.

6. I, and the attorneys at Setareh Law Group, have been involved as lead class counsel, co-lead class counsel, and other levels of involvement in over 100 wage-and-hour, consumer, and antitrust class action cases. I was lead counsel in *Troester v. Starbucks Corporation, et al.*, before the California Supreme Court, Case No. S234969, in which the Court issued a landmark decision that clarified and

1 rejected the application of the widely adopted federal *de minimis* doctrine to California’s wage-and-hour  
2 laws. For my work on that case, I received the California Lawyer of the Year or “CLAY” award. Recently,  
3 Setareh Law Group represented the plaintiff in a Ninth Circuit victory involving the standards for motions  
4 to remand under the Class Action Fairness Act. Setareh Law Group was counsel of record in *Parsittie v.*  
5 *Schneider Logistics, Inc. et al.*, No. 20-55470 (9th Cir. June 9, 2021) and *Harris v. KM Industrial, Inc.*, 980  
6 F.3d 694 (9<sup>th</sup> Cir. November 13, 2020). Setareh Law Group was also counsel of record in *Rodriguez v.*  
7 *U.S. Healthworks*, 813 Fed.Appx. 315 (9<sup>th</sup> Cir. 2020) in which the Ninth Circuit reversed the trial court’s  
8 order granting summary judgment. I was also lead counsel in a landmark Ninth Circuit decision  
9 interpreting the Fair Credit Reporting Act, *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d  
10 1169 (9th Cir. 2019). Setareh Law Group has prevailed in its five most recent Ninth Circuit appeals  
11 including the *Gilberg*, *Rodriguez*, *Harris*, and *Parsittie* cases cited above, as well as the Ninth Circuit  
12 opinion following the California Supreme Court answering the Ninth Circuit’s certified question. *Troester*  
13 *v. Starbucks Corp.*, 738 Fed. Appx. 562 (9th Cir. 2018.) Three of the five cases resulted in reversals of the  
14 trial court decision, with the remaining two cases (*Harris* and *Parsittie*) affirming a decision favorable to  
15 the Plaintiff. Setareh Law Group has more than 140 Westlaw-citable opinions.

16 The following is a sampling of class actions in which I have been appointed as class counsel:

17 Federal Cases

18 a. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California,  
19 Case No. 10-CV-1489-JVS (granted final approval in an action on behalf of truck drivers for  
20 meal and rest period violations, off-the-clock pre- and post-shift work, and unauthorized wage  
21 deductions).

22 b. *Fronda v. Staffmark*, U.S. District Court, Northern District of California, Case  
23 No. 15-CV-02315-MEJ (granted final approval in a case involving alleged uncompensated  
24 security checks for warehouse workers).

25 c. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, U.S. District Court, Central District of  
26 California, Case No. 09-CV-1916 (granted final approval in a case filed on behalf of account  
27 managers in case involving, among other things, alleged overtime miscalculations and meal and  
28 rest period violations).

1 d. *Jones v. Shred-It USA, Inc.*, U.S. District Court, Central District of California,  
2 Case No. 11-CV-00526 (granted final approval in a case brought on behalf of customer service  
3 representatives and balers for alleged off-the-clock work and meal and rest period violations).

4 e. *O’Neill v. Genesis Logistics, Inc.*, U.S. District Court, Northern District of  
5 California, Case No. 08-CV-4707 (granted final approval in a case involving claims for failure  
6 to provide meal periods to employees who worked as drivers delivering goods to 7-11 stores  
7 throughout California and failure to pay final wages in a timely manner to terminated  
8 employees).

9 f. *Padilla v. UPS*, U.S. District Court, Central District of California, Case No. 08-  
10 CV-1590 (granted final approval in a case involving claims for failure to provide meal periods  
11 to part time employees engaged in sort operations and failure to pay final wages in a timely  
12 manner to terminated employees).

13 g. *Pitre v. Wal-Mart Stores, Inc.*, U.S. District Court, Central District of  
14 California, Case No. 17-cv-01281-DOC (granting class certification against Wal-Mart for a  
15 class of almost 5,000,000 in a Fair Credit Reporting Act action).

16 h. *Utne v. Home Depot U.S.A., Inc.*, U.S. District Court, Northern District of  
17 California, Case No. 16-cv-01854-RS (granting class certification against Home Depot in  
18 connection with uncompensated off-the-clock work occurring at the start of all employee shifts  
19 and at the end of closing shifts).

20 i. *Vang v. Burlington Coat Factory Warehouse Corp.*, U.S. District Court, Central  
21 District of California Case No. 09-CV-8061 (granted final approval in a case involving, among  
22 other things, vacation pay forfeitures, failures to provide meal and rest periods, and failures to  
23 pay overtime wages based on employee misclassification).

24 j. *Wilson v. TE Connectivity*, Northern District of California Case No. 3:14-cv-  
25 04872-EDL (granted class certification through contested motion in case on behalf of  
26 manufacturing facility employees subject to auto-deduction of meal breaks).

27 State Cases  
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1 k. *Alvarez v. Gary Grace Enterprises, LP*, Marin Superior Court, Case No. CIV  
2 1002553 (granted final approval in a case on behalf of hair salon employees for overtime  
3 miscalculation and related claims).

4 l. *Butler v. Lexxiom, Inc.*, San Bernardino Superior Court, Case No. CIVRS  
5 1001579 (granted final approval in an action on behalf of debt resolution center employees  
6 alleging, among other things, meal and rest period violations and overtime calculation errors).

7 m. *Calderon v. GreatCall, Inc.*, San Diego Superior Court, Case No. 37-2010-  
8 00093743-CU-OE-CTL (granted final approval in a case on behalf of customer service  
9 employees for, among other things, alleged meal and rest period violations and overtime  
10 calculation errors).

11 n. *Douglas v. California Credit Union*, Los Angeles Superior Court, Case No.  
12 BC445050 (granted final approval in a case on behalf of customer service representatives  
13 alleging overtime miscalculation claims).

14 o. *Green v. Staples Contract and Commercial, Inc.*, Los Angeles Superior Court,  
15 Case No. BC389789 (granted final approval in a case involving claims for unprovided meal and  
16 rest periods, inaccurate wage statements, waiting time penalties, and unfair business practices  
17 on behalf of truck drivers delivering Staples office supplies in California).

18 p. *Green v. Universal Music Group*, Los Angeles Superior Court, Case No.  
19 BC374253 (granted final approval in a case involving misclassification claims of current or  
20 former IT Support employees, including engineers, server analysts, desktop support, and  
21 technical leads).

22 q. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No.  
23 BC431249 (granted class certification through contested motion in case on behalf of former  
24 pharmacy employees based on late final wage payments in violation of Labor Code §§ 201–  
25 203; subsequently granted final approval of class action settlement).

26 r. *Spokes v. Lush Cosmetics, LLC*, Los Angeles Superior Court, Case No.  
27 BC391397 (granted final approval in a case alleging failures to provide meal and rest periods  
28 and failure to timely pay all final wages to California sales associates and key holders).

1           s.       *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No.  
2 BC421485 (granted class certification through contested motion in case on behalf of former  
3 security workers based on late final wage payments in violation of Labor Code §§ 201–203;  
4 subsequently granted preliminary approval of proposed class action settlement).

5       7.       I am the owner and managing attorney of Setareh Law Group. All strategic decisions  
6 regarding the selection of clients to represent and the major strategic decisions for each client fall to me  
7 to make or approve. I bear all of the risk associated with the operation of a law firm. As a result, my  
8 scope of responsibility is substantially greater than an attorney of equal years of experience who does  
9 not bear these additional obligations.

10       8.       As the above shows, the Setareh Law Group and I have substantial experience in wage  
11 and hour class action litigation, including in actions alleging claims similar to the claims alleged in this  
12 case. Practice in the narrow field of wage and hour litigation requires particular attention to nuances  
13 concerning ever-evolving procedural and substantive issues. I am knowledgeable about the applicable  
14 law, have diligently worked to investigate and identify the potential claims in this action, and will  
15 continue to commit the resources of my firm to further the interests of the Class. My most recently  
16 assigned hourly billing rate is \$900. I worked at least 80 hours on this matter, and likely devoted more  
17 time than that to this matter. The tasks performed by me include initial investigation of the case and  
18 evaluation of claims, participation in interviews of Plaintiff, monitoring the work of other attorneys at  
19 Setareh Law Group handling the case, review of the final drafts of all initial case filing documents,  
20 overall case strategy, involvement in drafting and editing motions and oppositions, including the  
21 several motions to dismiss, or in the alternative to strike class and representative allegations, review of  
22 all e-mail communications with counsel for Defendants and firm responses to same, preparing for and  
23 attending hearings in this case, preparing for and attending the mediation, review of damage models we  
24 created for use at the mediation and reviewing and editing settlement documents. My billing rate of  
25 \$900 was approved in *Rosales v. Loomis Armored US, LLC*, Santa Clara Superior Court Case No.  
26 18CV326826. My prior billing rate of \$850 was approved in 2019 in *Valadez v. Stater Bros. Markets*,  
27 State of California for the County of San Bernardino, Case No. CIVDS1701283. My previous billing  
28 rate of \$750 an hour has been approved by courts including in 2018 in *Garza v. Brinderson*

1 *Constructors L.P.*, Northern District of California Case No. 5:15-cv-05842-EJD and *Fronda v.*  
2 *Staffmark Holdings, Inc.*, Northern District of California Case No. 3:15-cv-02315-MEJ.]

3 9. Thomas Segal is a 2002 graduate of the University of California Hastings College of  
4 the Law. He has practiced almost exclusively class actions and complex litigation since 2006. He has  
5 argued before the California Court of Appeal and drafted many appellate briefs, class certification  
6 motions, and summary judgment oppositions. He has been part of the trial team including cross-  
7 examining witnesses and arguing evidentiary issues in two class action trials, including *Kirk v. First*  
8 *American Title Company*, Los Angeles Superior Court Case No. BC372797 which resulted in a  
9 multimillion dollar judgment in favor of the putative class. Mr. Segal's most recently assigned hourly  
10 billing rate is \$750. Mr. Segal worked 132.50 hours on this matter. The tasks performed by Mr. Segal  
11 include researching and drafting motions which include the oppositions to the motions to dismiss, or in  
12 the alternative to strike class and representative allegations, drafting the mediation brief, meet and  
13 confer regarding pleading disputes, appearing and travel for hearings, and reviewing and editing the  
14 preliminary approval and attorney fees' motion papers. Mr. Segal's billing rate of \$750 was approved  
15 in 2021 in *Rosales v. Loomis Armored US LLC*, Santa Clara Superior Court Case No. 18CV326826.  
16 His billing rate of \$700 was approved in 2019 in *Valadez v. Stater Bros. Markets*, State of California  
17 for the County of San Bernardino, Case No. CIVDS1701283. Mr. Segal's previous billing rate of \$650  
18 an hour has been approved in 2019 in *Wilson v. TE Connectivity Networks, Inc. et al*, Northern District  
19 of California Case No. 3:14-cv-4872-EDL.]

20 10. Farrah Grant graduated from UCLA Law School in 2013. Since her graduation from  
21 law school, Ms. Grant has primarily practiced plaintiff's side employment litigation. Ms. Grant has  
22 over five years of experience litigating wage and hour class actions. Ms. Grant's recently assigned  
23 hourly billing rate is \$500. Ms. Grant worked 87.65 hours on this matter. The tasks performed by Ms.  
24 Grant include drafting initial disclosures, communicating with associates regarding tasks,  
25 communicating with opposing counsel regarding discovery and preliminary approval, reviewing  
26 Defendants' document production, drafting declarations for Plaintiff, assisting in the drafting of the  
27 motions to dismiss, or in the alternative to strike class and representative allegations. Ms. Grant's  
28 billing rate \$500 an hour has been in approved in 2021 in *Trevethan v. Big Orange Productions, Inc.*,

1 San Francisco Superior Court Case No. CGC-19-579858 and of \$475 an hour in 2021 in *Rosales v.*  
2 *Loomis Armored U.S. LLC*, 18CV326826. Her billing rate of \$450 an hour has been approved in 2019  
3 in *Wilson v. Te Connectivity Networks, Inc. et al*, Northern District of California Case No. 3:14-cv-  
4 4872-EDL and *Valadez v. Stater Bros. Markets*, State of California for the County of San Bernardino,  
5 Case No. CIVDS1701283.]

6 11. William Pao graduated from Loyola Law School in 2001 and was admitted to practice law  
7 in California in 2002. Mr. Pao has over four years of experience litigating wage and hour class actions  
8 with Setareh Law Group as a senior associate. Mr. Pao's most recently assigned hourly billing rate is  
9 \$750. Mr. Pao worked 37.8 hours on this matter. The tasks performed by Mr. Pao include drafting the  
10 original complaint and the First Amended Complaint, drafting case management statements,  
11 propounding discovery. Mr. Pao's billing rate of \$750 an hour has been approved in 2021 in *Gamo v.*  
12 *Tradesy Inc.*, Santa Clara Superior Court Case No. 19CV3455128.

13 12. Ashley Batiste graduated from the University of Alabama School of Law in 2016 and was  
14 admitted to practice law in California in 2017. Ms. Batiste has one year of experience litigating wage  
15 and hour class actions. Although no longer working at Setareh Law Group, while employed by Setareh  
16 Law Group Ms. Batiste's hourly billing rate was \$375. Ms. Batiste worked 1.8 hours on this matter.  
17 The tasks performed by Ms. Batiste include assisting in the drafting of the oppositions to the motions to  
18 dismiss, or in the alternative to strike class and representative allegations. Ms. Batiste's billing rate of  
19 \$375 an hour has been approved in 2019 in *Wilson v. Te Connectivity Networks, Inc. et al*, Northern  
20 District of California Case No. 3:14-cv-4872-EDL.

21 13. Lilit Ter-Astvatsatryan graduated from the University of Hastings School of Law in 2017  
22 and was admitted to practice law in California in 2018. Ms. Ter-Astvatsatryan has one year of  
23 experience litigating wage and hour class actions. Although no longer working at Setareh Law Group,  
24 while employed by Setareh Law Group Ms. Ter-Astvatsatryan's hourly billing rate was \$375. Ms. Ter-  
25 Astvatsatryan worked 2.7 hours on this matter. The tasks performed by Ms. Ter-Astvatsatryan include  
26 drafting a request for judicial notice, case administration, and calendaring. Ms. Ter-Astvatsatryan's  
27 billing rate of \$375 an hour has been approved in 2021 in *Rosales v. Loomis Armored US LLC* Santa  
28 Clara Superior Court Case No. 18CV326826.



1           14.     Jose Maria D. Patino, Jr. received his J.D. from Rutgers University School of Law –  
 2 Newark in 2009 and became a member of the State Bar in 2010. Mr. Patino has been an active  
 3 practicing attorney in the State of California for more than 11 years. His legal practice has focused  
 4 almost exclusively on plaintiff’s-side employment litigation, in both individual and class actions,  
 5 focused mainly on wage-and-hour class actions and PAGA representative actions. While at Setareh  
 6 Law Group, he has also worked on FCRA class actions, has been appointed class counsel in a number  
 7 of class actions, and has successfully taken dozens of wage-and-hour and FCRA class action  
 8 settlements through preliminary and final approval. The tasks performed by Mr. Patino were revising  
 9 the settlement agreement, drafting, revising, and appearing for hearings on the Motion for Preliminary  
 10 Approval, drafting the motion for attorneys’ fees, costs, and enhancement award. Mr. Patino’s billing  
 11 rate of \$625 an hour has been approved in 2021 in

12           15.     Nolan Dilts is an associate at SLG. He graduated from Ashland University in 2016,  
 13 received his J.D. from Pepperdine University School of Law in 2019, where he served as an editor of  
 14 the prestigious *Pepperdine Law Review* and was a member of the Order of the Coif. He became a  
 15 member of the State Bar in 2019. Mr. Dilts has been an active practicing attorney in the State of  
 16 California for almost 2 years. His legal practice has focused on plaintiff’s-side employment litigation  
 17 cases, with particular emphasis on wage-and-hour class actions, PAGA representative actions, and  
 18 FCRA class actions. Mr. Dilts’s billing rate is \$350 an hour.

19           16.     Looking at the work of attorneys at Setareh Law Group’s in this matter (*and excluding*  
 20 *paralegals*), the lodestar all firm attorneys involved in this matter is as follows:

Attorney	Bar Year	Rate	Hours	Total
Shaun Setareh	1999	\$900.00	80	\$72,000.00
Thomas Segal	2002	\$750.00	132.5	\$99,375.00
William M Pao	2002	\$750.00	37.8	\$28,350.00
Jose Patino	2010	\$625.00	73.65	\$46,031.25
Candice Pillion	2011	\$600.00	0.8	\$480.00
Farrah Grant	2013	\$500.00	87.65	\$43,825.00
Lilit Ter-Astvatsatryan	2018	\$375.00	2.7	\$1,012.50
Ashley Batiste	2018	\$375.00	1.8	\$675.00
Nolan Dilts	2019	\$350.00	1.35	\$472.50
<b>Total</b>			<b>418.25</b>	<b>\$292,221.25</b>
Total Fees Sought			(1/3 TSA)	\$500,000.00

Multiplier				1.71
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17. I have reviewed the work performed on the case and the billing entered by the attorneys working on this case at my firm. The table above includes a summary of all the hours worked. My firm's lodestar is currently \$292,221.25, resulting in a multiplier of approximately 1.71. This fits within the multiplier range of 1 to 4 commonly found to be appropriate in complex class action cases. *See, e.g., Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 n.6. I have routinely been awarded fees constituting a multiplier of the lodestar within this range in similar complex class actions including, but not limited to: *Valadez v. Stater Bros. Markets*, San Bernardino Superior Court, Case No. CIVDS1701283 (3.07 multiplier); *Emetoh v. FedEx Freight, Inc.*, Northern District of California, Case No. 17-cv-7272-YGR (2.79 multiplier); *Johnson v. Greenpeace, Inc.*, Los Angeles Superior Court, Case No. BC700130 (2.46 multiplier); *Rosales v. Loomis Armored US, LLC*, Santa Clara Superior Court, Case No. 18CV326826 (2.38 multiplier); *Arroyo v. J.R. Simplot Company*, Santa Clara Superior Court, Case No. 18CV335800 (2.37 multiplier)..

18. The hourly rates that the lodestar calculation is based upon are reasonable. According to recent case authority, the above rates are within the range of rates approved by courts in Northern and Southern California for complex class actions, including wage-and-hour actions. *See, e.g., Wang v. Chinese Daily News, Inc.*, 2008 U.S. Dist. LEXIS 123824 at 8–9 (C.D. Cal. filed Oct. 3, 2008) (in a wage-and-hour action, approving 2008 rates of up to \$800 per hour), *vacated on other grounds*, 132 S. Ct. 74 (2011); *Pierce v. County of Orange*, 905 F. Supp. 2d 1017, 1036 & n.16 (C.D. Cal. 2012) (approving 2012 rates of up to \$850 per hour); *In re HP Laser Printer Litig.*, 2011 WL 3861703 at 5–6 (C.D. Cal. filed Aug. 31, 2011) (approving rates of up to \$800 per hour); *Perfect 10 v. Giganews Inc.*, 2015 U.S. Dist. LEXIS 54063 (C.D. Cal. 2015) (approving 2015 rates of \$750 for an 18 year attorney, \$640 for a 12 year attorney, and \$640 for a 7 year attorney, and \$505 for a 3 year attorney); *Stuart v. RadioShack Corp.*, No. C-07-4499, 2010 U.S. Dist. LEXIS 92067, at \*16 (N.D. Cal. Aug. 9, 2010) (finding rates ranging between \$600 and \$1,000 reasonable); *In re Apple Inc. Secs. Litig.*, No. 5:06-CV-05208, 2011 U.S. Dist. LEXIS 52685, at \*16 (N.D. Cal. May 17, 2011) (approving hourly rate of \$836); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 2013 WL 1365900, at \*9 (approving hourly rates

1 up to \$1,000); *In re Conseco Life Ins. Co. Life Trend Ins. Mktg. & Sales Practice Litig.*, No. C 10-  
2 02124 SI, 2014 WL 186375, at \*2 (N.D. Cal. Jan. 16, 2014) (approving hourly rates up to \$850);  
3 *Kearney v. American Honda Motor Am.* 2013 U.S. Dist. LEXIS 91636 \*24 (approving hourly rates of  
4 \$650-\$800 for senior attorneys in consumer class action); *Holloway v. Best Buy Co.*, C-05-5056-PJH  
5 (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700 an hour).

6 19. The hours billed represent time spent on tasks that were essential to litigation and  
7 settlement. The standard hourly rates for Class Counsel – ranging from \$350 to \$900 for attorneys –  
8 are reasonable. Class Counsel’s rates are in line with those charged by experienced class action  
9 lawyers who practice on a national scale and within the range of those approved by other courts in  
10 similar circumstances. *See, e.g., Spano v. Boeing Co.*, No. 06-CV-743-NJR-DGW, 2016 WL 3791123,  
11 at \*3 (S.D. Ill. Mar. 31, 2016) (approving hourly rates of \$460 to \$998 for attorneys, \$309 for  
12 paralegals, and \$190 for legal assistants). The 2020-2021 Adjusted Laffey Matrix states that an  
13 attorney with 20 years of experience can reasonably charge \$914 per hour.

14 <http://www.laffeymatrix.com/see.html>.<sup>1</sup> However, that rate is derived from the Washington, D.C. area  
15 and requires a costs of living correction for Los Angeles. Using federal statistics for average attorney  
16 salaries, attorney pay is 0.5% lower in Los Angeles, compared to Washington, D.C., indicating a 0.5%  
17 downward adjustment to the Laffey Matrix is appropriate.

18 <https://www.bls.gov/oes/current/oes231011.htm>.<sup>2</sup> However, using federal employee pay tables, federal  
19 employee wages are 1.5% higher in Los Angeles, compared to Washington, D.C., indicating a 1.5%  
20 upward adjustment to the Laffey Matrix is appropriate. [https://www.opm.gov/policy-data-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/general-schedule/)  
21 [oversight/pay-leave/salaries-wages/2021/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/general-schedule/).<sup>3</sup> Thus, something in the range of a 0.5%  
22 locality reduction to a 1.5% locality increase appears appropriate here. Applying an adjustment factor  
23 of 1%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 years of  
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27 <sup>1</sup> Last viewed February 8, 2021.

28 <sup>2</sup> Last viewed February 8, 2021.

<sup>3</sup> Last viewed February 8, 2021.

1 experience is \$923.14.<sup>4</sup>

2 20. Plaintiffs have actually incurred costs of \$15,941.94 in this matter, including filing fees,  
3 mediation fees, expert costs, PACER charges, travel expenses, postage charges and deposition charges.  
4 Attached hereto as **Exhibit 1** is a spreadsheet setting forth the costs already incurred in this litigation.  
5 Plaintiffs estimates incurring costs of \$599.96 for courtesy copies. Thus, Plaintiff requests \$15,941.94  
6 in costs, which is less than the amount provided under the Settlement Agreement. (Settlement  
7 § III.C.2.)

8 21. The Setareh Law Group prosecuted this matter on a contingent basis meaning that if the  
9 case were unsuccessful the firm would have received no compensation or reimbursement of costs. The  
10 time spent on the litigation took a considerable amount of time and effort that could have been spent on  
11 other fee-generating work.

12 22. Proposed Class Counsel contributed its experience, time, and resources with no  
13 guarantee that it would be compensated for its time and expenses. The firm took on this case, which  
14 necessarily required the firm to forego other opportunities, given finite resources to devote to cases.

15 23. Class Counsel's experience in wage and hour class actions was integral in evaluating  
16 the strengths and weaknesses of the case against Defendant and the reasonableness of the settlement.  
17 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the  
18 rapidly evolving substantive law (state and federal), as well as the procedural law of class action

19 \_\_\_\_\_  
20 <sup>4</sup> The full 2020-2021 Adjusted Laffey Matrix provides for the following hourly rates for  
21 paralegal/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20 +
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914

22  
23  
24 Applying the 1.0% locality adjustment to those rates, the Los Angeles rates for the Adjusted Laffey Matrix  
25 are as follows:

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20 +
6/01/20- 5/31/21	1.015894	\$208.06	\$381.78	\$469.65	\$678.72	\$766.59	\$923.14

1 litigation. This case, in a global sense, was not of the highest nor lowest complexity, though other risk  
2 factors presented a substantial measure of difficulty.

3           24.     Class Counsel request attorneys' fees of \$500,000 (one-third of the Gross Settlement  
4 Amount), which is the maximum provided under the Settlement, and no more than \$40,000 in costs.  
5 In view of Class Counsel's efforts and risks in pursuing this case, and the expenses incurred in  
6 vigorously litigating these claims, these amounts are well within the range of reasonableness and thus  
7 warrant final approval. Indeed, as class counsel in similar wage and hour class actions, I have routinely  
8 been awarded fees amounting to approximately one-third of the settlement fund. These cases include,  
9 but are not limited to: *O'Brien v. Optima Network Services, Inc.*, San Bernardino County Superior  
10 Court, Case No. CIVRS1107056 (one-third of fund); *Noyd v. The Cristcat Group, et al.*, Los Angeles  
11 County Superior Court, Case No. BC439558 (one-third of fund); *Perez v. Southwest Dealer Services,*  
12 *Inc.*, Los Angeles County Superior Court, Case No. BC439253 (one-third of fund); *Alvarez v. Gary*  
13 *Grace Enterprises, LP*, Marin County Superior Court, Case No. CIV1002553 (one-third of fund);  
14 *Calderon v. Greatcall, Inc.*, San Diego Superior Court, Case No. 37-2010-00093743-CU-OE-CTL  
15 (one-third of fund); *Butler v. Lexxiom, Inc.*, San Bernardino County Superior Court, Case No.  
16 CIVRS1001579 (one-third of fund); *Huynh v. Carefusion Resources, LLC, et al*, San Diego County  
17 Superior Court, Case No. 37-2009-00103277-CU-OE-CTL (one-third of fund); *Stucker v. L'Oreal*  
18 *USA S/D, Inc.*, Los Angeles County Superior Court, Case No. BC456080 (one-third of fund); *Sandoval*  
19 *v. Thrifty Payless, Inc.*, Los Angeles County Superior Court, Case No. BC431249 (one-third of fund);  
20 *Tucker v. Maly's West, Inc.*, Los Angeles County Superior Court, Case No. BC483920 (one-third of  
21 fund); *Tiwari v. Merrill's Packaging*, San Mateo Superior Court, Case No. 519070 (one-third of fund);  
22 *Montgomery v. Del Monte Corp., et al*, Kings County Case No. 13C0204 (one-third of fund). This is  
23 consistent with common practice, consistent with Ninth Circuit practice (which permits deviations  
24 from the presumptive award of 25% where the result and the effort support the deviation), consistent  
25 with analogous California law approving the percentage of the fund method to award fees from a  
26 common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016), and not inappropriate in  
27 light of the many hundreds of hours expended by attorneys and paralegals performing work for  
28 Plaintiffs before and after the filing of this matter.

1           25.     In fact, Class counsel has been issued one-third of the settlement amount in fees in a  
2 number of cases in the Northern District, including in *Burnthorne-Martinez v. Sephora USA, Inc.*,  
3 2018 WL 5310833, at \*3 (N.D.Cal., 2018), *Garza v. Brinderson Constructors L.P.*, Northern District  
4 of California Case No. 5:15-cv-05742-EJD Dkt. No. 80, and *Fronza v. Staffmark Holdings, Inc.*,  
5 2018 WL 2463101, at \*13 (N.D.Cal., 2018).

6           26.     It is only fair that every class member who benefits from the settlement pay his or her  
7 *pro rata* share of attorney's fees, and Plaintiffs' request for fees here means that Class Counsel seek an  
8 amount of fees less than the amount Class Counsel would likely receive if they represented each class  
9 member individually. Typical contingent fee contracts of plaintiffs' counsel provide for attorney's fees  
10 of about 40% of any recovery obtained for a client.

11           27.     I anticipate that Class Counsel will spend an additional 15 hours on this matter,  
12 preparing a motion for final approval, appearing at the hearing of final approval, answering class  
13 member calls, working with the administrator to resolve any post-approval issues that may arise and  
14 appearing at a final accounting hearing.

15                                   THE SETTLEMENT IS FAIR, JUST AND REASONABLE

16           28.     Plaintiff and her counsel have diligently investigated the claims of the Settlement Class  
17 Members. Plaintiff and Class Counsel concluded, after taking into account the disputed factual and  
18 legal issues involved in this Action, the substantial risks attending further prosecution, including risks  
19 related to certification and possible summary judgment efforts, and the substantial benefits to be  
20 received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that  
21 settlement on the terms agreed to are in the best interest of Plaintiffs and the putative Class and are fair  
22 and reasonable. Plaintiff's counsel brought to bear a great deal of experience with class actions in  
23 negotiating the settlement of this case.

24           29.     One fundamental purpose of the class action device is to promote efficiency.  
25 Resolution at this time will forestall the need for additional expensive and time-consuming litigation  
26 that could very well result in an outcome less satisfactory than that proposed under this settlement. But,  
27 before any other consideration, we have agreed to this settlement because it is objectively reasonable.  
28 The potential for resolution benefits the class members, since they do not have to wait additional years

1 for a similar recovery. The efficiency of this litigation benefits the Court, the parties and their counsel.  
2 A class-wide resolution is the most realistic method for addressing the claims raised in this matter.

3 30. We have engaged in the necessary investigation in this case that made it possible for us  
4 to exercise informed judgment in those aspects of the settlement process in which we were involved.  
5 Settlement occurred only after significant discovery. Defendants produced documents in response to  
6 informal discovery and data about class composition requested and produced prior to mediation.  
7 Plaintiff also reviewed Defendants' written policies including employee manuals and thoroughly  
8 reviewed a database of timekeeping and payroll data to create a reliable damage model detailing the  
9 number of possible violations at issue. Plaintiff also retained an expert to review and analyze the data  
10 produced by Defendants.

11 31. The information produced, briefing the motion for class certification, the discovery  
12 obtained through Plaintiff's mediation discovery letter including Defendants' employee records, and  
13 the additional, detailed data about class composition produced for mediation, were sufficient to permit  
14 Plaintiff's counsel to adequately evaluate the settlement. Plaintiff had more than enough information  
15 upon which to evaluate a fair and reasonable settlement amount.

16 32. Litigating this class action through trial would be time-consuming and expensive. As with  
17 most class actions, the claims at issue are complex and risky.

### 18 *Risks of Continued Litigation*

19 33. First, there is risk that class certification could have been denied by way of contested  
20 motion. Indeed, while some courts have certified cases of this nature by way of contested motion,  
21 including cases brought by Plaintiff's counsel, there are also numerous decisions where courts have  
22 declined to certify such claims. As such, while Plaintiff believes that her claims are amenable to class  
23 treatment for purposes other than settlement, the possibility that class certification might be denied  
24 factored into Plaintiff's evaluation of the inherent risks of further litigation. This risk is heightened by  
25 the fact that both sides would have been forced to engage in additional and protracted written  
26 discovery, would need to take further depositions, and would have needed to conduct additional factual  
27 investigations in order to gather further evidence in support of their positions.

28 34. Second, there is a risk that Defendants could have obtained summary judgment as to

1 Plaintiff's claims. For example, Defendant contends that its timekeeping, meal and rest break, and  
2 expense reimbursement policies are legally compliant.

3 35. Even if the Court granted class certification, prevailing at trial would require further  
4 risky litigation and likely involve an expensive battle of the experts. Defendants would certainly  
5 appeal any verdict favorable to the class, resulting in further delay and the risk that a favorable verdict  
6 would be overturned on appeal. This Settlement provides a benefit to the Class Members that is very  
7 reasonable in light of these particular risks.

8 36. These risks are non-exhaustive. While we remain confident that we possess credible  
9 strategies for responding to the legal and factual risks facing them, those risks cannot be disregarded.  
10 We carefully considered the risks created by all of these uncontrollable factors when evaluating the  
11 reasonableness of this settlement.

12 37. The Settlement is the product of arm's-length negotiations between the Parties. In light  
13 of the uncertainties of protracted litigation and the state of the law regarding the legal positions of the  
14 Parties, the settlement amount reflects the best feasible recovery for the Settlement Class Members.  
15 The settlement amount is, of course, a compromise figure. By necessity it took into account risks  
16 related to liability, damages, and all the defenses asserted by Defendant. Moreover, each Settlement  
17 Class Member will be given the opportunity to opt out of the Settlement, allowing those who feel they  
18 have claims that are greater than the benefits they can receive under this Settlement, to pursue their  
19 own claims. With 201 class members in the class, the gross recovery for each class member is  
20 projected to exceed \$7,462 per employee ( $\$1,500,000 / 201 = \$7,462.69$ ). The value of this amount  
21 reflects a fair compromise well within the range of reasonableness. Given the strong case that  
22 Defendants could bring to bear to challenge certification and liability, this is not an inconsequential  
23 sum. And, confirming the fundamental fairness of the settlement, Class Members who worked for  
24 Defendant longer will receive more of the net settlement share.

25 38. After analyzing the claims in this matter, Plaintiffs have concluded that the value of this  
26 Settlement is fair, adequate and reasonable. Based on information provided by Defendant during the  
27 litigation, as well as other investigation, Plaintiffs' counsel estimates that the liability exposure is  
28 \$3,121,348.92 without considering statutory and civil penalties. The Settlement Amount of



1 \$1,500,000 represents 48% of the damages the class could reasonably have expected to recover at trial.  
2 While Plaintiff would certainly have preferred to recover more (and Defendants would have preferred  
3 to pay less), this outcome is favorable considering the risks of further litigation. On that basis, it  
4 would be unwise to pass up this settlement opportunity.

5 THE CONTRIBUTION OF PLAINTIFFS AND THE REASONABLENESS OF THE REQUESTED  
6 ENHANCEMENT AWARDS

7 39. Here, Plaintiff requests that the Court grant an enhancement award of \$7,500 to her. This  
8 amount is very reasonable given the risks undertaken by Plaintiff through her involvement in the  
9 Action. Taking the risk of filing a lawsuit against an employer deserves recognition, especially in light  
10 of the settlement achieved by Plaintiff. Additionally, Plaintiff was actively involved in the litigation  
11 and settlement negotiations of this Action, expending considerable effort in advancing the interests of  
12 the Class. Plaintiff provided information to counsel regarding her experiences with Defendants; she  
13 reviewed documents; she assisted in preparing the motion for preliminary approval; she assisted with  
14 mediation (which included conferring with counsel during the preparation of Plaintiff's mediation brief  
15 and attendance at the mediation itself); and regularly conferred with her counsel regarding the case  
16 whenever questions arose.

17 SETTLEMENT ADMINISTRATOR'S EXPENSES

18 40. In my experience, the charges of the Settlement Administrator, Phoenix Settlement  
19 Administrators (based on the represented \$7,250 cost) are reasonable given the class size and the work  
20 involved in administering the settlement. Phoenix Settlement Administrators costs to administer this  
21 settlement are in line with the reasonable amount allocated in the Settlement Agreement. (Settlement,  
22 § III.C.3.)

23  
24 I declare under penalty of perjury, under the laws of the State of California, that the foregoing  
25 is true and correct.

26 Executed this 22nd day of November 2021, at Beverly Hills, California.

27  
28 /s/ Shaun Setareh

Shaun Setareh

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# **EXHIBIT 1**

Law Office of Shaun Setareh, APC

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All Transactions

Date	Name	Memo	Account	Clr	Amount
09/30/2021	PACER	Inv. # 2957234-Q32021	VACO / Google (Bush)		8.30
09/30/2021	PACER	Inv. # 6630443-Q32021	VACO / Google (Bush)		3.10
03/31/2021	PACER	Inv. # 2957234-Q12021	VACO / Google (Bush)		2.70
09/30/2020	PACER	Inv. # 2957234-Q32020	VACO / Google (Bush)		1.20
09/16/2020	JTC Corporation LLC	Inv.# 200823	VACO / Google (Bush)		2,450.00
06/09/2020	Ortman Mediation, Inc.	Inv. # 2264, 8/31/20	VACO / Google (Bush)		9,000.00
03/31/2020	PACER	acc # 2957234	VACO / Google (Bush)		0.10
02/13/2020	Four Points by Sheraton	Thomas Segal, 2/12/20	VACO / Google (Bush)		405.38
02/07/2020	Southwest Air	Conf#JIP4BH, Thomas Segal, 2/12-13/20	VACO / Google (Bush)		299.96
08/16/2019	One Legal LLC	Sales Order # 136727380, Case# 5:17CV-05605	VACO / Google (Bush)		38.75
07/31/2019	FedEx	Inv.# 6-625-05935, 7/26/19	VACO / Google (Bush)		22.73
06/30/2019	PACER		VACO / Google (Bush)		3.90
06/28/2019	Farrah Grant	reimbursement for Uber 6/20/19	VACO / Google (Bush)		167.24
06/19/2019	Southwest Air	Conf#VW7OKA, Farrah Grant, 6/20/19	VACO / Google (Bush)		325.96
06/17/2019	Southwest Air	Conf#QEBQ3E, Shaun Setareh, 6/20/19	VACO / Google (Bush)		289.96
06/12/2019	One Legal LLC	Sales Order # 13344549, Case# 17CV05605-BLF	VACO / Google (Bush)		50.75
01/28/2019	One Legal LLC	Sales Order # 12717407, Case#5:17-CV-05605-BLF	VACO / Google (Bush)		38.75
01/24/2019	Lee-Anne Shortridge, CSR, CRR	Inv.# 20192675, Case # 5:17-cv-05605-BLF	VACO / Google (Bush)		15.75
11/29/2018	Uber Technologie		VACO / Google (Bush)		15.81
11/29/2018	LAX Airport Lot		VACO / Google (Bush)		30.00
11/15/2018	Southwest Air	Conf# WWQ97C, Shaun Setareh, 11/29/18	VACO / Google (Bush)		117.96
09/30/2018	PACER		VACO / Google (Bush)		0.70
07/31/2018	Thomson Reuters-West	Inv.# 838631984, 7/1/18-7/31/18	VACO / Google (Bush)		7.22
07/16/2018	One Legal LLC	Sales Order # 12133768, Case# 5:17-CV-05605-BL	VACO / Google (Bush)		30.00
06/30/2018	PACER	2nd Qtr., Inv.# 2957234-Q22018	VACO / Google (Bush)		1.20
05/31/2018	Thomson Reuters-West	Inv.# 838306357, 5/1/18-5/31/18	VACO / Google (Bush)		3.17
03/31/2018	PACER	1st Qtr., Inv.# 2957234-Q12018	VACO / Google (Bush)		2.40
02/23/2018	Four Points by Sheraton		VACO / Google (Bush)		16.17
02/22/2018	Rock Brews		VACO / Google (Bush)		19.70
02/22/2018	San Jose Airport		VACO / Google (Bush)		24.40
02/22/2018	LAX Airport Lot		VACO / Google (Bush)		30.00
02/22/2018	Flames Eatery San Jose		VACO / Google (Bush)		20.02

Law Office of Shaun Setareh, APC

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All Transactions

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Clr</u>	<u>Amount</u>
02/22/2018	Yellow Checker Cab SJ		VACO / Google (Bush)		24.48
02/21/2018	SHERATON HOTEL	Thomas Segal, 2/21/18	VACO / Google (Bush)		241.86
02/21/2018	Southwest Air	Conf# JIE7GS, Segal Thomas, 2/21-22/18	VACO / Google (Bush)		394.96
12/31/2017	PACER	4th Qtr., Inv.# 2957234-Q42017	VACO / Google (Bush)		7.10
12/01/2017	One Legal LLC	Sales Order # 11558051, Case# 5:17-CV-05605	VACO / Google (Bush)		27.95
11/30/2017	Thomson Reuters-West	Inv.# 837285227, 11/1/17-11/30/17	VACO / Google (Bush)		83.31
10/31/2017	Thomson Reuters-West	Inv.# 837113758, 10/1/17-10/31/17	VACO / Google (Bush)		13.37
10/06/2017	E-Filing.Com Inc	Case # 17CV314988	VACO / Google (Bush)		5.16
09/25/2017	E-Filing.Com Inc	Case # 17CV314988	VACO / Google (Bush)		5.16
09/20/2017	One Legal LLC	Sales Order # 11378925, Case# 17CV314988	VACO / Google (Bush)		39.95
09/12/2017	E-Filing.Com Inc	Case # 17CV314988	VACO / Google (Bush)		5.16
09/05/2017	Online Legal Couriers	Inv.# 11957, case # 17CV314988	VACO / Google (Bush)		27.20
09/05/2017	Online Legal Couriers	Inv.# 11956, case # 17CV314988	VACO / Google (Bush)		27.20
09/05/2017	Online Legal Couriers	Inv.# 11955, case # 17CV314988	VACO / Google (Bush)		27.20
09/05/2017	Online Legal Couriers	Inv.# 11954, case # 17CV314988	VACO / Google (Bush)		27.20
09/05/2017	Online Legal Couriers	Inv.# 11953, case # 17CV314988	VACO / Google (Bush)		27.20
09/05/2017	Online Legal Couriers	Inv.# 11916, case # 17CV314988	VACO / Google (Bush)		27.40
08/24/2017	E-Filing.Com Inc	Case # 17CV314988	VACO / Google (Bush)		1,486.80
<b>Total</b>					<b><u>15,941.94</u></b>