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KIERRE J. TOWNSEND
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 KIERRE J. TOWNSEND, on behalf of
12 herself, all others similarly situated,

13 *Plaintiff,*

14 vs.

15 G2 SECURE STAFF, L.L.C., a Texas limited
16 liability company; G2 SECURE STAFF CA,
17 L.P., a Texas limited partnership; and DOES
1 through 50, inclusive,

18 *Defendants.*
19

Case No. 18STCV04429

**DECLARATION OF SHAUN SETAREH IN
SUPPORT OF MOTION FOR FINAL
APPROVAL AND AWARD OF
ATTORNEY FEES AND EXPENSES;
CLASS REPRESENTATIVE SERVICE
PAYMENT**

Date: July 7, 2020
Time: 11:00 a.m.
Place: Department 10
Judge: Hon. William Highberger

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DECLARATION OF SHAUN SETAREH

I, Shaun Setareh, declare as follows:

1. I am an attorney in good standing duly admitted to the State Bar of California, an attorney of record for Plaintiff Kierre Townsend in this action against Defendants G2 SECURE STAFF, L.L.C. and G2 SECURE STAFF CA, L.P. (“G2” or “Defendants”).

2. Except for those matters stated on information and belief, which I am informed and believe are true and correct, I have personal knowledge of all matters set forth herein. If called as a witness, I could and would competently testify thereto.

Class Counsel’s Experience

3. Setareh Law Group LLP 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.

4. Setareh Law Group is routinely appointed lead or co-lead class counsel in federal and state courts in California and elsewhere, by way of motion for class certification or motion for settlement approval.

5. Setareh Law Group has over 80 Westlaw citable decisions.

6. I received my undergraduate degree at 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.

7. I recently received the prestigious California Lawyer Attorney of the Year Award from the Daily Journal.

8. Recently as lead counsel in *Troester v. Starbucks Corporation*, et al., in the Supreme Court of the State of California, Case No. S234969, the California Supreme Court clarified and rejected the application of the widely adopted federal *de minimis* doctrine to California’s wage and hour laws.

9. I have been involved as lead or co-lead class counsel in numerous wage and hour, consumer, and antitrust class action cases. The following is a sampling of class actions in which I have been appointed as class counsel both for a settlement class and after a contested motion:

- 1 a. *Utne v. Home Depot U.S.A., Inc.*, U.S District Court, Northern District of California, Case
2 No. 16-cv-01854-RS (granting class certification against Home Depot in connection with
3 uncompensated off-the-clock work occurring at the start of all employee shifts and at the
4 end of closing shifts).
- 5 b. *Pitre v. Wal-Mart Stores, Inc.*, U.S District Court, Central District of California, Case No.
6 17-cv-01281-DOC (granting class certification against Wal-Mart for a class of millions in
7 FCRA action).
- 8 c. *Fronza v. Staffmark*, U.S. District Court, Northern District of California, Case No. 15-CV-
9 02315-MEJ (granted final approval in a case involving alleged uncompensated security
10 checks for warehouse workers).
- 11 d. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No. BC421485
12 (granted class certification through contested motion in case on behalf of former security
13 workers based on late final wage payments in violation of Labor Code §§ 201–203).
- 14 e. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249
15 (granted class certification through contested motion in case on behalf of former pharmacy
16 employees based on late final wage payments in violation of Labor Code §§ 201–203;
17 subsequently granted final approval of class action settlement).
- 18 f. *Wilson v. TE Connectivity*, Northern District of California Case No. 3:14-cv-04872-EDL
19 (granted class certification through contested motion in case on behalf of manufacturing
20 facility employees subject to auto-deduction of meal breaks).
- 21 g. *Padilla v. UPS*, U.S. District Court, Central District of California, Case No. 08-CV-1590
22 (granted final approval in a case involving claims for failure to provide meal periods to
23 part-time employees engaged in sort operations and failure to pay final wages in a timely
24 manner to terminated employees).
- 25 h. *Vang v. Burlington Coat Factory Warehouse Corp.*, U.S. District Court, Central District
26 of California Case No. 09-CV-8061 (granted final approval in a case involving, among
27 other things, vacation pay forfeitures, failures to provide meal and rest periods, and failures
28 to pay overtime wages based on employee misclassification).

- 1 i. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, U.S. District Court, Central District of California,
2 Case No. 09-CV-1916 (granted final approval in a case filed on behalf of account managers
3 in case involving, among other things, alleged overtime miscalculations and meal and rest
4 period violations).
- 5 j. *O'Neill v. Genesis Logistics, Inc.*, U.S. District Court, Northern District of California, Case
6 No. 08-CV-4707 (granted final approval in a case involving claims for failure to provide
7 meal periods to employees who worked as drivers delivering goods to 7-11 stores
8 throughout California and failure to pay final wages in a timely manner to terminated
9 employees).
- 10 k. *Spokes v. Lush Cosmetics, LLC*, Los Angeles Superior Court, Case No. BC391397 (granted
11 final approval in a case involving alleged failures to provide meal and rest periods and
12 failure to timely pay all final wages to California sales associates and key holders).
- 13 l. *Green v. Staples Contract and Commercial, Inc.*, Los Angeles Superior Court, Case No.
14 BC389789 (granted final approval in a case involving claims for unprovided meal and rest
15 periods, inaccurate wage statements, waiting time penalties, and unfair business practices
16 on behalf of truck drivers delivering Staples office supplies in California).
- 17 m. *Green v. Universal Music Group*, Los Angeles Superior Court, Case No. BC374253
18 (granted final approval in a case involving misclassification claims of current or former
19 IT Support employees, including engineers, server analysts, desktop support, and technical
20 leads).
- 21 n. *Jones v. Shred-It USA, Inc.*, U.S. District Court, Central District of California, Case No.
22 11-CV-00526 (granted final approval in a case brought on behalf of customer service
23 representatives and balers for alleged off-the-clock work and meal and rest period
24 violations).
- 25 o. *Alvarez v. Gary Grace Enterprises, LP*, Marin Superior Court, Case No. CIV 1002553
26 (granted final approval in a case on behalf of hair salon employees for overtime
27 miscalculation and related claims).
- 28 p. *Calderon v. GreatCall, Inc.*, San Diego Superior Court, Case No. 37-2010-00093743-CU-

1 OE-CTL (granted final approval in a case on behalf of customer service employees for,
2 among other things, alleged meal and rest period violations and overtime calculation
3 errors).

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

7 r. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California, Case No.
8 10-CV-1489-JVS (granted final approval in an action on behalf of truck drivers for meal
9 and rest period violations, off-the-clock pre- and post-shift work, and unauthorized wage
10 deductions).

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

14 t. *Tiwari v. Merrill's Packaging, Inc.*, San Mateo County Superior Court, Case No. 519070
15 (granted final approval to settlement on behalf of packaging center employees involving
16 claims for, among other things, meal and rest period violations and unpaid wages).

17 u. *Ambriz v. Coca Cola Company*, U.S. District Court, Central District of California, Case
18 No. 2:14-cv-00715-SVW-FFM (granted final approval of settlement in action on behalf of
19 customer service technicians involving claims for unpaid commute time, vacation pay, and
20 other wage claims).

21 v. *Bellinghausen v. Tractor Supply Company*, U.S. District Court, Northern District of
22 California, Case No. C 13-02377 JSC (granted final approval in an action on behalf of retail
23 employees for, among other things, meal and rest period violations and wage statement
24 violations).

25 w. *Montgomery v. Del Monte Corp., et al*, Kings County Superior Court, Case No. 13C0204
26 (granted final approval of settlement in action on behalf of manufacturing employees
27 involving claims for failure to provide meal and rest periods, failure to pay wages for all
28 hours worked, and other wage claims).

1 x. *Adams v. Medical Staffing Network, et al*, Sacramento County Superior Court, Case No.
2 34-2012-00137491-CU-OE-GDS (granted final approval of settlement in action on behalf
3 of temporary staffing employees involving claims for failure to provide meal and rest
4 periods and other wage claims).

5 y. *Louise Robinson, et al v. Airgas On-Site Safety Services, Inc., et al*, Los Angeles Superior
6 Court, Case No. BC523502 (granted final approval of settlement in action on behalf of
7 non-exempt employees of a specialty gas distribution company involving claims for failure
8 to pay wages, failure to provide meal periods, and other wage claims).

9 10. The Setareh Law Group has been counsel in multiple actions alleging violation of
10 the standalone disclosure requirement of the FCRA. The litigation in these cases, and the varying
11 results, provide Setareh Law Group with a good ability to assess the value of similar cases. The
12 paragraphs below provide a non-exhaustive summary of that experience as relevant to the ability to
13 assess the value of the settlement in this case.

14 11. Setareh Law Group is Class Counsel for the Settlement Class in the case of
15 *Burnthorne-Martinez v. Sephora USA, Inc.*, Northern District of California Case No. 4:16-cv-
16 02843. That case also involves allegations that the defendant in that case obtained background
17 checks using disclosure forms that contained extraneous information. Final approval has been
18 granted in that case. The settlement amount was \$750,000 for 11,429 class members or \$65.60 per
19 class member. The settlement was reached after a class certification motion and motion for
20 summary judgment were fully briefed.

21 12. Setareh Law Group is Class Counsel for the Settlement Class in the case of *Garza v.*
22 *Brinderson Constructors, Inc.*, Northern District of California Case No. 15-cv-05742-EJD. That
23 case also involves allegedly unlawful disclosure forms containing extraneous information. Final
24 approval has been granted in that case. The settlement amount was 1.5 million with approximately
25 12,818 class members or \$117.02 per class member. The settlement was arrived at after a class
26 certification motion was fully briefed.

27 13. Setareh Law Group is class counsel for the Settlement Class in a third FCRA
28 standalone disclosure case in the Northern District of California which settled after a class

1 certification motion was fully briefed. *Esomonu v. Omnicare, Inc.*, 4:15-cv-02003-HSG. Final
2 approval has been granted in that case. The settlement amount was 1.3 million with approximately
3 43,069 class members or \$30.18 per class member.

4 *Attorney Fees and Expenses*

5 14. The work done by Setareh Law Group in this case includes drafting pleadings,
6 conducting initial investigation of this case and developed the theories and facts to support
7 Plaintiff's claims for Defendants failure to comply with the Fair Credit Reporting act and related
8 state claims, conducting informal discovery to obtain, among other things, class information,
9 Defendants' relevant forms, defending Plaintiff's deposition, Conducting a detailed review of the
10 record and prepared a thorough mediation brief and damages analysis in anticipation of mediation,
11 engaging in difficult arm's-length negotiations with Defendants at the mediation before eventually
12 agreeing to the Settlement with the assistance of the mediator and working with Defendants to
13 prepare the Settlement Agreement, related forms, and approval motions.

14 15. In pursuing this case against Defendants, Plaintiff and Class Counsel faced serious risks,
15 including but not limited to:

- 16 • The risk of being unable to establish class-wide liability for Plaintiff's claims;
- 17 • The risk that the arbitration agreement signed by Plaintiff and some class members would
18 bar recovery;
- 19 • The risk that Plaintiff could not prove that Defendants' violation of the FCRA was
20 willful. The FCRA provides for actual damages incurred in the event of a negligent
21 violation of the FCRA and for statutory damages if the violation is willful. 15 U.S.C. §
22 1681n(a)(1)(A);
- 23 • The risk of a potentially prolonged and expensive trial;
- 24 • The risk of Plaintiff being held liable for Defendants' attorneys' fees and costs if this case
25 had been unsuccessful; and
- 26 • The risk of lengthy appeals.

27 Based on the foregoing risks, if Plaintiff had lost the case, there would have been no compensation
28 to Plaintiff or to Class Counsel, nor would Class Counsel have been reimbursed for their costs

1 incurred or paid at all for their time.

2 16. The Setareh Law Group prosecuted this matter on a contingent basis meaning that if
3 the case were unsuccessful the firm would have received no compensation or reimbursement of
4 costs. The time spent on the litigation took a considerable amount of time and effort that could have
5 been spent on other fee generating work. Typical contingent fee contracts of plaintiffs' counsel
6 provide for attorney's fees of about 40% of any recovery obtained for a client.

7 17. The amount of Class Counsel's fee request (\$253,000 or one-third of the gross
8 settlement amount) is reasonable as a percentage of the settlement fund. I have been awarded
9 attorneys' fees equaling approximately one-third or 33% of the fund in several recent wage and hour
10 class actions, including, but not limited to: *O'Brien v. Optima Network Services, Inc.*, San Bernardino
11 County Superior Court, Case No. CIVRS1107056 (one-third of settlement fund); *Noyd v. The Cristcat*
12 *Group, et al.*, Los Angeles County Superior Court, Case No. BC439558 (one-third of settlement fund);
13 *Perez v. Southwest Dealer Services, Inc.*, Los Angeles County Superior Court, Case No. BC439253
14 (one-third of settlement fund); *Alvarez v. Gary Grace Enterprises, LP*, Marin County Superior Court,
15 Case No. CIV1002553 (one-third of settlement fund); *Calderon v. Greatcall, Inc.*, San Diego Superior
16 Court, Case No. 37-2010-00093743-CU-OE-CTL (one-third of settlement fund); *Butler v. Lexxiom,*
17 *Inc.*, San Bernardino County Superior Court, Case No. CIVRS1001579 (one-third of settlement fund);
18 *Huynh v. Carefusion Resources, LLC, et al*, San Diego County Superior Court, Case No. 37-2009-
19 00103277-CU-OE-CTL (one-third of settlement fund); *Stucker v. L'Oreal USA S/D, Inc.*, Los Angeles
20 County Superior Court, Case No. BC456080 (one-third of settlement fund); *Sandoval v. Thrifty*
21 *Payless, Inc.*, Los Angeles County Superior Court, Case No. BC431249 (one-third of settlement fund);
22 *Tucker v. Maly's West, Inc.*, Los Angeles County Superior Court, Case No. BC483920 (one-third of
23 settlement fund); *Tiwari v. Merrill's Packaging*, San Mateo Superior Court, Case No. 519070 (one-
24 third of settlement fund); *Montgomery v. Del Monte Corp., et al*, Kings County Case No. 13C0204
25 (one-third of settlement fund); *Adams v. Medical Staffing Network, et al*, Sacramento County Case
26 No. 34-2012-00137491-CU-OE-GDS (33% of gross settlement fund).

27 18. I have reviewed the work performed on the case and the billing entered by the attorneys
28 working on this case at my firm. The table below includes a summary of all the hours worked. My

1 firm's lodestar total is approximately \$98,110.12.

2 Attorney	Bar Date	Rate/Hour	Hours	Total
3 Shaun Setareh	1999	\$850	49	\$41,650
4 Thomas Segal	2002	\$700	37.25	\$26,075
5 William M. Pao	2002	\$650	6.25	\$4,062.50
6 Farrah Grant	2013	\$450	45.8	\$20,610
7 Ashley Batiste	2017	\$375	15	\$5,625
8 Lilit Ter-Astvatsatryan	2018	\$350	.25	\$87.5
9 TOTAL			153.55	\$98,110.12

10
11 19. Setareh Law Group plans to spend additional time in drafting the motion for final
12 approval, preparing for and attending the final approval hearing in this matter, as well as fielding calls
13 from settlement class members and working with the settlement administrator.

14 ***Litigation Costs***

15 20. A true and correct copy of an itemization of the costs incurred in this matter by Setareh
16 Law Group and prepared by the firm's bookkeeper at my direction is attached hereto as **Exhibit 1**.
17 Plaintiff has incurred litigation costs of \$11,581 in this matter, including filing fees, mediation fees, parking
18 expenses, postage charges and printing charges. Plaintiff estimates that Setareh Law Group will incur
19 costs of \$78.95 in attending the final approval hearing and filling fees. Thus, Plaintiff seeks an award
20 of \$11,670.95, which is allowed under the Settlement Agreement. The Settlement agreement allows for
21 "reasonable costs." (Agreement 5.4.1).

22 ***Enhancement Payment***

23 21. The requested enhancement payment of \$7,500 to Plaintiff is warranted. Plaintiff spent
24 considerable time speaking with her counsel, being deposed, assisting counsel in preparing for the
25 mediation, attending the full day mediation, reviewing the Settlement and being actively involved in
26 the settlement process. She also took on the risk of facing intrusive discovery, facing a potential costs
27 award, and the risk that being involved in litigation would be viewed unfavourably by potential
28

1 employees. Based on my extensive experience as plaintiffs' counsel in similar wage-and-hour class
2 actions, the proposed enhancement award is reasonable.

3 ***Settlement Administrator Payment***

4 22. Finally, in my experience as plaintiffs' counsel in similar wage and hour class actions
5 with a similar number of employees, \$51,000 is a fair, adequate and reasonable amount for settlement
6 administration fees in this case.

7
8 I declare under the penalty of perjury of the laws of the State of California that the foregoing
9 is true and correct to the best of my knowledge.

10 Executed on June 4, 2020, in Beverly Hills, California.

11 DocuSigned by:
12 *Shaun Setareh*
13 ~~Shaun Setareh~~
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EXHIBIT 1

12:06 PM

05/27/20

Accrual Basis

Law Office of Shaun Setareh, APC Find Report

All Transactions

Date	Name	Memo	Account	Class	Amount
05/05/2020	Online Legal Courier	Inv. # 21131, case # 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		16.45
03/31/2020	Case Anywhere LLC	Inv. # 184093, Case#18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		138.00
02/25/2020		postage	G2 Secure Staff, LLC (WH+FCRA)		23.55
02/25/2020		printing	G2 Secure Staff, LLC (WH+FCRA)		20.00
02/03/2020	Civic Center Parking		G2 Secure Staff, LLC (WH+FCRA)		11.00
01/01/2020	Online Legal Courier	Inv. # 20242, case # 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		52.10
12/31/2019	Case Anywhere LLC	Inv. # 176739, Case#18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		120.00
12/31/2019	PACER	acc # 2957234	G2 Secure Staff, LLC (WH+FCRA)		3.40
11/27/2019	Barkley Court Reporters	Inv. # 538202	G2 Secure Staff, LLC (WH+FCRA)		634.00
11/21/2019	Court Call	ID# 9826364, case # 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		-94.00
11/05/2019		client parking for mediation	G2 Secure Staff, LLC (WH+FCRA)		40.00
11/05/2019	ABM Parking		G2 Secure Staff, LLC (WH+FCRA)		42.00
10/31/2019	Thomson Reuters-West	5.98	G2 Secure Staff, LLC (WH+FCRA)		293.00
10/29/2019	Superior Court of CA County of Alameda		G2 Secure Staff, LLC (WH+FCRA)		-42.00
10/29/2019	ABM Parking		G2 Secure Staff, LLC (WH+FCRA)		-42.00
10/29/2019	ABM Parking		G2 Secure Staff, LLC (WH+FCRA)		42.00
10/29/2019	ABM Parking		G2 Secure Staff, LLC (WH+FCRA)		42.00
09/30/2019	Case Anywhere LLC	Inv. # 169509, Case#18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		120.00
08/16/2019	Oitman Mediation, Inc.	Inv. # 2103, 11/5/19	G2 Secure Staff, LLC (WH+FCRA)		8,000.00
06/30/2019	Case Anywhere LLC	Inv. # 162519, Case#18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		111.60
05/29/2019	Court Call	ID# 9826364, case # 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		94.00
04/02/2019	Online Legal Courier	Inv. # 17391, case # 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		29.90
03/31/2019	PACER	Inv. # 2957234-Q12019	G2 Secure Staff, LLC (WH+FCRA)		16.80
02/01/2019	Online Legal Courier	Inv. # 16939, case # 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		40.10
01/30/2019	Court Call	ID# 9580012, case # 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		94.00
12/31/2018	Online Legal Courier	Inv. # 16709, case # 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		29.90
12/04/2018	One Legal LLC	Sales Order # 12490731, Case#18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		75.00
11/30/2018	Online Legal Courier	Inv. # 16358, case # 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		1,555.20
11/21/2018	One Legal LLC	Sales Order # 12491070, Case# 18STCV04429	G2 Secure Staff, LLC (WH+FCRA)		40.00
11/07/2018	LWDA		G2 Secure Staff, LLC (WH+FCRA)		75.00
Total					11,581.00

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PROOF OF SERVICE

I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 315 South Beverly Drive, Suite 315 Beverly Hills, CA 90212.

On June 5, 2020, I served the foregoing documents described as:

DECLARATION OF SHAUN SETAREH IN SUPPORT OF MOTION FOR FINAL APPROVAL AND AWARD OF ATTORNEY FEES AND EXPENSES; CLASS REPRESENTATIVE SERVICE PAYMENT

in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as follows:

Robert Jon Hendricks
Rj.hendricks@morganlewis.com
Kathy H. Gao
Kathy.gao@morganlewis.com
Linda Shen
MORGAN, LEWIS & BOCKIUS LLP
300 South Grand Avenue, 22nd Floor
Los Angeles, California 90071

(VIA CASE ANYWHERE)

A true and correct copy of said document was sent to the parties listed on the Electronic Service List maintained by Case Anywhere in the manner set forth in the Court's Order Authorizing Electronic Service.

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

Executed on June 5, 2020 at Beverly Hills, California.



Lauren Farrington