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GIL MICHAELI

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF MADERA**

12 JASON NASR, JACK SAMONTE, GIL  
13 MICHAELI, and MYESHA WILLIAMS, as  
14 individuals and on behalf of all others  
similarly situated, and as private attorneys  
general,

15 Plaintiffs,

16 vs.

17 SAN JOAQUIN VALLEY  
18 REHABILITATION HOSPITAL, a Delaware  
19 limited liability company; and DOES 1  
20 through 50, inclusive,

21 Defendants.

Case No. MCV084862

[Assigned to Hon. Michael Jurkovich, Dept. 44]

**DECLARATION OF SHAUN SETAREH IN  
SUPPORT OF PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: May 28, 2026  
Time: 8:30 a.m.  
Department: Temporary Remote Department

Complaint Filed: March 16, 2021  
FAC Filed: May 6, 2021  
SAC Filed: May 22, 2025

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1. I am an attorney in good standing duly admitted to the State Bar of California, the principal attorney at Setareh Law Group, counsel of record for Plaintiff Gil Michaeli in this action between Plaintiffs Nasr, Jack Samonte, Gil Michaeli, and Myesha Williams (“Plaintiffs”) and Defendants Vibra Healthcare LLC; Vibra Rehabilitation Hospital of Rancho, LLC d/b/a Vibra Rehabilitation Hospital of Rancho Mirage; San Joaquin Valley Rehabilitation Hospital; 1125 Sir Francis Drake Boulevard Rehabilitation Company, LLC d/b/a Kentfield Hospital; Kentfield Rehabilitation Hospital Foundation; Healthcare Solutions LLC; and Realtime PEO II, LLC. (“Defendants”). (Plaintiffs and Defendants, collectively, the “Parties”). This declaration is made in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

3. 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.

4. Setareh Law Group and I, as its principal attorney, are well-experienced class action attorneys. I have considerable experience in class action litigation. 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 150 wage-and-hour, consumer, and antitrust class action cases. Because of this, Setareh Law Group has more than 250 Westlaw citable opinions, including the following noteworthy appellate decisions:

a. *Troester v. Starbucks Corporation, et al.*, 5 Cal.5th 829 (2018) (reversed summary judgment in favor of Defendants, issuing a published landmark decision that clarified and rejected the application of the widely adopted federal *de minimis* doctrine to California’s wage-and-hour laws). Due to the significance and importance of this seminal victory before the California Supreme Court, I received the California Lawyer of the Year or “CLAY” award from the Daily

Journal for my work on the case.

- b. *Allen v. Labor Ready Southwest, Inc.* (Cal.App. 2 Dist., 2013) 2013 WL 1910293 (reversing an Order from the Superior Court of Los Angeles County compelling Plaintiff's claims to arbitration, finding that Defendant waived the right to compel arbitration by litigating the merits of Plaintiff's arbitrable federal and state claims).
- c. *Lacour v. Marshalls of CA, LLC, et al.* (Cal.App. 1 Dist., 2023) 2023 WL 5543622 (reversing an Order from the Superior Court of Alameda County granting judgment on the pleadings, holding that the trial court erred in giving claim preclusive effect to a federal court judgment in a prior PAGA case against the same defendant.).

Setareh Law Group has prevailed in its seven most recent Ninth Circuit appeals. Five of the seven cases resulted in reversals of the trial court decision, with the remaining two cases (*Harris* and *Parsittie*) affirming a decision favorable to the Plaintiff. These seven cases are listed below:

*Ninth Circuit Decisions*

- a. *Troester v. Starbucks Corp.*, 738 Fed. Appx. 562 (9th Cir. 2018) (Ninth Circuit opinion following the California Supreme Court answering the Ninth Circuit's certified question).
- b. *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. 2019) (vacated district court's summary judgment in favor of Defendants and remanded for further proceedings, holding that Defendants' Fair Credit Reporting Act disclosure form lacked sufficient clarity in a published opinion).
- c. *Rodriguez v. U.S. Healthworks*, 813 Fed.Appx. 315 (9th Cir. 2020) (reversed district court's summary judgement in favor of Defendants with instructions to remand the action to state court).
- d. *Harris v. KM Industrial, Inc.*, 980 F.3d 694 (9th Cir. November 13, 2020) (affirmed the district court's granting of Plaintiff's motion to remand, holding in a published opinion that Defendants had failed to establish by a preponderance of the evidence that the amount in controversy exceeded \$5 million as required under the Class Action Fairness Act for removal).
- e. *Parsittie v. Schneider Logistics, Inc. et al.*, Case No. 20-55470 (9th Cir. June 9, 2021) (reversed the district court's dismissal of Plaintiff's meal and rest break claims, holding that Plaintiff's security check allegations were sufficient to state a claim for break-time violations and

remanding for further proceedings).

- f. *Ahlstrom v. DHI Mortg. Co., Ltd., L.P.*, 21 F.4th 631 (9th Cir. December 29, 2021) (reversed the district court's ruling compelling claims to arbitration, holding that parties cannot delegate issues of formation of an arbitration agreement to the arbitrator for determination).
- g. *Allen v. Bedolla*, 787 F.3d 1218 (9th Cir. June 2, 2015) (affirming the district court's Order denying objector's motion to intervene and remanding to the district court where settlement was granted final approval. Final approval was upheld on a subsequent appeal in the 9th Cir. [*see Bedolla v. Allen*, 736 Fed.Appx. 614 (9th Cir. May 18, 2018)]).

**Class Counsel Appointments.** The following is a sampling of class actions in which the Setareh Law Group and I have been appointed as class counsel:

***Federal Cases***

- h. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California, Case No. 10-CV-1489-JVS (granted final approval in an action on behalf of truck drivers for meal and rest period violations, off-the-clock pre- and post-shift work, and unauthorized wage deductions).
- i. *Fronza v. Staffmark*, U.S. District Court, Northern District of California, Case No. 15-CV-02315-MEJ (granted final approval in a case involving alleged uncompensated security checks for warehouse workers).
- j. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, U.S. District Court, Central District of California, Case No. 09-CV-1916 (granted final approval in a case filed on behalf of account managers in case involving, among other things, alleged overtime miscalculations and meal and rest period violations).
- k. *Jones v. Shred-It USA, Inc.*, U.S. District Court, Central District of California, Case No. 11-CV-00526 (granted final approval in a case brought on behalf of customer service representatives and balers for alleged off-the-clock work and meal and rest period violations).
- l. *O'Neill v. Genesis Logistics, Inc.*, U.S. District Court, Northern District of California, Case No. 08-CV-4707 (granted final approval in a case involving claims for failure to provide meal periods to employees who worked as drivers delivering goods to 7-11 stores throughout California and failure to pay final wages in a timely manner to terminated employees).

- 1 m. *Padilla v. UPS*, U.S. District Court, Central District of California, Case No. 08-CV-1590  
2 (granted final approval in a case involving claims for failure to provide meal periods to part time  
3 employees engaged in sort operations and failure to pay final wages in a timely manner to  
4 terminated employees).
- 5 n. *Pitre v. Wal-Mart Stores, Inc.*, U.S. District Court, Central District of California, Case No. 17-cv-  
6 01281-DOC (granting class certification in a highly contested Action against Wal-Mart for a  
7 class of almost 5,000,000 in a Fair Credit Reporting Act action).
- 8 o. *Utne v. Home Depot U.S.A., Inc.*, U.S. District Court, Northern District of California, Case No.  
9 16-cv-01854-RS (granting class certification in a highly contested Action against Home Depot in  
10 connection with uncompensated off-the-clock work occurring at the start of all employee shifts  
11 and at the end of closing shifts).
- 12 p. *Vang v. Burlington Coat Factory Warehouse Corp.*, U.S. District Court, Central District of  
13 California Case No. 09-CV-8061 (granted final approval in a case involving, among other things,  
14 vacation pay forfeitures, failures to provide meal and rest periods, and failures to pay overtime  
15 wages based on employee misclassification).
- 16 q. *Wilson v. TE Connectivity*, Northern District of California Case No. 3:14-cv-04872-EDL  
17 (granted class certification through contested motion in case on behalf of manufacturing facility  
18 employees subject to auto-deduction of meal breaks).

19 ***State Cases***

- 20 r. *Alvarez v. Gary Grace Enterprises, LP*, Marin Superior Court, Case No. CIV 1002553 (granted  
21 final approval in a case on behalf of hair salon employees for overtime miscalculation and related  
22 claims).
- 23 s. *Butler v. Lexxiom, Inc.*, San Bernardino Superior Court, Case No. CIVRS 1001579 (granted final  
24 approval in an action on behalf of debt resolution center employees alleging, among other things,  
25 meal and rest period violations and overtime calculation errors).
- 26 t. *Calderon v. GreatCall, Inc.*, San Diego Superior Court, Case No. 37-2010- 00093743-CU-OE-  
27 CTL (granted final approval in a case on behalf of customer service employees for, among other  
28 things, alleged meal and rest period violations and overtime calculation errors).

- 1 u. *Douglas v. California Credit Union*, Los Angeles Superior Court, Case No. BC445050 (granted  
2 final approval in a case on behalf of customer service representatives alleging overtime  
3 miscalculation claims).
- 4 v. *Green v. Staples Contract and Commercial, Inc.*, Los Angeles Superior Court, Case No.  
5 BC389789 (granted final approval in a case involving claims for unprovided meal and rest  
6 periods, inaccurate wage statements, waiting time penalties, and unfair business practices on  
7 behalf of truck drivers delivering Staples office supplies in California).
- 8 w. *Green v. Universal Music Group*, Los Angeles Superior Court, Case No. BC374253 (granted  
9 final approval in a case involving misclassification claims of current or former IT Support  
10 employees, including engineers, server analysts, desktop support, and technical leads).
- 11 x. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249 (granted  
12 class certification through contested motion in case on behalf of former pharmacy employees  
13 based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted  
14 final approval of class action settlement).
- 15 y. *Spokes v. Lush Cosmetics, LLC*, Los Angeles Superior Court, Case No. BC391397 (granted final  
16 approval in a case alleging failures to provide meal and rest periods and failure to timely pay all  
17 final wages to California sales associates and key holders).
- 18 z. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No. BC421485 (granted  
19 class certification through contested motion in case on behalf of former security workers based  
20 on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted  
21 preliminary approval of proposed class action settlement).

22 5. I am the owner and managing attorney of Setareh Law Group. All strategic decisions  
23 regarding the selection of clients to represent and the major strategic decisions for each client fall to me to  
24 make or approve. I bear all the risk associated with the operation of a law firm. As a result, my scope of  
25 responsibility is substantially greater than an attorney of equal years of experience who does not bear these  
26 additional obligations. As the above shows, the Setareh Law Group and I have substantial experience in  
27 wage-and-hour class action litigation, including actions alleging violations of the Fair Credit Reporting  
28 Act (“FCRA”), failure to provide meal and/or rest periods, failure to pay wages, failure to provide accurate

1 wage statements, failure to provide timely final wage payments, and related claims. We are knowledgeable  
2 about the applicable law and have worked diligently to investigate and identify the potential claims in this  
3 action. I will continue to commit my firm's resources to further the interests of the Class. Setareh Law  
4 Group and I have no known conflicts of interest with Plaintiffs or with absent Class Members.

5 6. On numerous dates, Plaintiffs and Defendants exchanged information and documents.  
6 The Parties also propounded and responded to formal discovery requests. Class Counsel continued  
7 investigating the alleged claims and analyzing any defenses raised by Defendants. Ultimately,  
8 Plaintiffs and Defendants agreed to schedule a mediation to potentially resolve the claims.

9 7. On September 28, 2023, the Parties attended a global mediation with the Honorable  
10 Amy S. Hogue (Ret.), a recently retired Superior Court judge from the complex division of Los  
11 Angeles Superior Court who is well experienced with and knowledgeable of both California wage and  
12 hour laws and the FCRA, as well as the class and representative action claims at issue in the Action.  
13 The Parties were unable to reach a resolution. After additional information regarding Defendants'  
14 financial condition was produced by Defendants, the Parties attend a second mediation with Judge  
15 Hogue on November 16, 2023. The Parties again were unable to reach a resolution.

16 8. Eventually, with the mediator's assistance and based upon a mediator's proposal, the  
17 Parties were finally able to agree to settlement terms, which were negotiated in light of all known facts  
18 and circumstances—including the uncertainty associated with litigation, the risks of significant delay,  
19 numerous potential appellate issues, and Defendants' financial condition—and which was reached  
20 after extensive arm's length negotiations before, during, and after mediation. The settlement terms  
21 were memorialized in the Joint Stipulation of Class Action and PAGA Settlement. The Agreement  
22 resolves all pending matters. Pursuant to the settlement terms, the Plaintiffs Samonte, Michaeli, and  
23 Williams join Plaintiff Nasr in alleging their collective claims in the Second Amended Complaint that  
24 was filed on May 22, 2025.

25 9. Counsel believes the proposed settlement is fair, reasonable, and adequate in light of the  
26 complexities of the case, the uncertainties of further litigation, and that it represents a fair and reasonable  
27 recovery for the Settlement Class. The Parties have not engaged in any collusion or improper negotiations.  
28 The Parties do not have any agreements regarding the proposed Settlement that are not reflected in the

1 Settlement.

2 10. Plaintiffs recognize the risks inherent in litigation, including the specific risks that class  
3 certification could be denied, liability could not be established at trial, or the applicable law could  
4 change. I am of the opinion that the settlement on the terms set forth in the Agreement would be fair,  
5 reasonable, and adequate.

6 11. Plaintiffs' claims are typical of those of the Class. Like other Class Members, Plaintiffs  
7 were hourly non-exempt employees of Defendants in California. Plaintiffs allege that they and the putative  
8 class members were not provided with lawful wages, meal periods, rest breaks, accurate wage statements,  
9 and reimbursement for business expenses, and that Defendants failed to comply with the FCRA. Plaintiff  
10 Gil does not have any conflict of interest with the Class Members and has agreed to place the interests of  
11 the Class above his own. Setareh Law Group also does not have any conflicts of interest with Class  
12 Members.

13 12. The requested service awards of up to **\$10,000.00** to Plaintiffs are warranted. Plaintiff Gil  
14 spent considerable time speaking with his counsel, gathering documents, and reviewing the Settlement. He  
15 also took on the risk of facing intrusive discovery, facing a potential costs award, and the risk that being  
16 involved in litigation would be viewed unfavorably by potential employers.

17 *Attorneys' Fees*

18 13. The amount of Class Counsel's fee request, up to 33 $\frac{1}{3}$  percent, is reasonable as a  
19 percentage of the Gross Settlement Amount. I have been awarded attorneys' fees equaling approximately  
20 one-third of the fund in several recent wage and hour class actions, including, but not limited to: *O'Brien*  
21 *v. Optima Network Services, Inc.*, San Bernardino County Superior Court, Case No. CIVRS1107056 (one-  
22 third of settlement fund); *Noyd v. The Cristcat Group, et al.*, Los Angeles County Superior Court, Case  
23 No. BC439558 (one-third of settlement fund); *Perez v. Southwest Dealer Services, Inc.*, Los Angeles  
24 County Superior Court, Case No. BC439253 (one-third of settlement fund); *Alvarez v. Gary Grace*  
25 *Enterprises, LP*, Marin County Superior Court, Case No. CIV1002553 (one-third of settlement fund);  
26 *Calderon v. Greatcall, Inc.*, San Diego Superior Court, Case No. 37-2010-00093743-CU-OE-CTL (one-  
27 third of settlement fund); *Butler v. Lexxiom, Inc.*, San Bernardino County Superior Court, Case No.  
28 CIVRS1001579 (one-third of settlement fund); *Huynh v. Carefusion Resources, LLC, et al*, San Diego

1 County Superior Court, Case No. 37-2009-00103277-CU-OE-CTL (one-third of settlement fund); *Stucker*  
2 *v. L'Oreal USA S/D, Inc.*, Los Angeles County Superior Court, Case No. BC456080 (one-third of  
3 settlement fund); *Sandoval v. Thrifty Payless, Inc.*, Los Angeles County Superior Court, Case No.  
4 BC431249 (one-third of settlement fund); *Tucker v. Maly's West, Inc.*, Los Angeles County Superior Court,  
5 Case No. BC483920 (one-third of settlement fund); *Tiwari v. Merrill's Packaging*, San Mateo Superior  
6 Court, Case No. 519070 (one-third of settlement fund); *Montgomery v. Del Monte Corp., et al*, Kings  
7 County Case No. 13C0204 (one-third of settlement fund); *Adams v. Medical Staffing Network, et al*,  
8 Sacramento County Case No. 34-2012-00137491-CU-OE-GDS (33% of gross settlement fund).

9 ***Settlement Administrator***

10 14. The Parties propose appointing Apex Class Action Administration as the administrator in  
11 this matter. Apex is an experienced class action settlement administrator.

12 ***The Parties***

13 15. Defendants are Vibra Healthcare LLC; Vibra Rehabilitation Hospital of Rancho, LLC  
14 d/b/a Vibra Rehabilitation Hospital of Rancho Mirage; San Joaquin Valley Rehabilitation Hospital;  
15 1125 Sir Francis Drake Boulevard Operating Company, LLC d/b/a Kentfield Hospital; Kentfield  
16 Rehabilitation Hospital Foundation; Gale Healthcare Solutions LLC; and Realtime PEO II, LLC.

17 16. Plaintiff Michaeli worked for Defendants as an hourly, non-exempt employee.

18 17. On February 10 and 11, 2021, Plaintiff Michaeli initiated two separate actions against  
19 Defendants Kentfield Rehabilitation Hospital Foundation, 1125 Sir Francis Drake Boulevard  
20 Operating Company, LLC, and Vibra Healthcare, LLC, in the Superior Court of California for the  
21 County of Marin on behalf of a wage and hour putative class as well as a FCRA class of current and  
22 former employees of the named defendants in the State of California. On August 26, 2021, Plaintiff  
23 Williams initiated a separate action against Vibra Healthcare LLC, Vibra Rehabilitation Hospital of  
24 Rancho, LLC, Gale Healthcare Solutions LLC, and Realtime PEO II, LLC, as a proxy for the State  
25 pursuant to PAGA in the Superior Court of California for the County of San Francisco.

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1 I declare under the penalty of perjury of the laws of the State of California that the foregoing is  
2 true and correct to the best of my knowledge. Executed May 5, 2026 in Beverly Hills, California.

3  
4 /s/ Shaun Setareh

Shaun Setareh