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KASPER LEUZINGER, MICHAEL ALLEN JENSEN,
8 and RICARDO AMEZCUA

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11

12 KASPER LEUZINGER, MICHAEL ALLEN
JENSEN, WILLIAM MATNEY-TATE, and
13 RICARDO AMEZCUA, on behalf of
themselves and all others similarly situated,
14

Plaintiffs,

15 vs.
16

17 GARDNER TRUCKING, INC., a California
corporation, GARDNER TRUCKING
CONVERSION, LLC, a California Limited
18 Liability Company; CRST EXPEDITED, INC.,
an Iowa Corporation; CRST THE
19 TRANSPORTATION SOLUTION, INC., an
entity of unknown formation; and DOES 1
20 through 50, inclusive,

21 *Defendants.*
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Case No.: 4:21-cv-04952-YGR

Consolidated with:
4:21-cv-07474-YGR
4:21-cv-07741-YGR
4:22-cv-06501-YGR

[Related on July 27, 2021 to *Castro v. Gardner
Trucking, Inc.*, N.D. Cal. Case No. 4:20-cv-
05473-YGR]

**DECLARATION OF SHAUN SETAREH IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND ATTORNEYS'
FEES AND COSTS**

Date: February 18, 2025
Time: 2:00 p.m.
Place: Courtroom 1 – 4th Floor

Action Filed: June 28, 2021

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, the United States Supreme Court, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, Northern, and Southern Districts 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 of the law firm Setareh Law Group. My business address is 420 North Camden Drive, Beverly Hills, California 90210 and my business telephone number is (310) 888-7771. I am counsel of record for Plaintiffs KASPER LEUZINGER, MICHAEL ALLEN JENSEN, and RICARDO AMEZCUA (together with Plaintiff WILLIAM MATNEY-TATE, the “Plaintiffs”) in this consolidated class action against Defendants GARDNER TRUCKING, INC., GARDNER TRUCKING CONVERSION, LLC, CRST EXPEDITED, INC., and CRST THE TRANSPORTATION SOLUTION, INC. (collectively, the “Defendants” or “CRST”) (collectively with Plaintiffs, the “Parties”).

3. This Declaration is submitted in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “Motion”).

EXPERIENCE OF CLASS COUNSEL

4. 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.

5. Setareh Law Group and I, as its principal attorney, are well-experienced class action and PAGA representative action attorneys. I, along with the senior attorney assigned to this case, Jose Maria D. Patino, Jr., have considerable experience in class action and PAGA 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 100 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:

State Appellate Decisions

a. *Troester v. Starbucks Corporation, et al.*, 5 Cal.5th 829 (2018) (reversed summary judgment in favor of Defendants, issuing a landmark published decision that clarified and rejected the application of the widely adopted federal *de minimis* doctrine to California’s wage-and-hour laws). In this victory for Plaintiff in the Supreme Court of California, I was appointed as Lead Counsel and received the California Lawyer of the Year or “CLAY” award 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 six most recent Ninth Circuit appeals. Five of the eight 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 eight cases are listed below:

Ninth Circuit Decisions

d. *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).

e. *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).

f. *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).

g. *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).

h. *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).

i. *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).

j. *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)]).

k. *Ortiz v. Randstad Inhouse Services, LLC et al.*, 2024 WL 1070823 (9th Cir. March 12, 2024), (affirmed the District Court’s order denying Defendants’ Motion to Compel Arbitration in a wage and hour class action, holding that warehouse workers are covered by the Federal Arbitration Act’s transportation worker exception).

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

l. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California,

1 Case No. 10-CV-1489-JVS (granted final approval in an action on behalf of truck drivers for
2 meal and rest period violations, off-the-clock pre- and post-shift work, and unauthorized wage
3 deductions).

4 m. *Fronza v. Staffmark*, U.S. District Court, Northern District of California, Case
5 No. 15-CV-02315-MEJ (granted final approval in a case involving alleged uncompensated
6 security checks for warehouse workers).

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

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

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

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

23 r. *Pitre v. Wal-Mart Stores, Inc.*, U.S. District Court, Central District of California,
24 Case No. 17-cv-01281-DOC (granting class certification against Wal-Mart for a class of almost
25 5,000,000 in a Fair Credit Reporting Act action).

26 s. *Utne v. Home Depot U.S.A., Inc.*, U.S. District Court, Northern District of
27 California, Case No. 16-cv-01854-RS (granting class certification against Home Depot in
28 connection with uncompensated off-the-clock work occurring at the start of all employee shifts

1 and at the end of closing shifts).

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

6 u. *Wilson v. TE Connectivity*, Northern District of California Case No. 3:14-cv-
7 04872-EDL (granted class certification through contested motion in case on behalf of
8 manufacturing facility employees subject to auto-deduction of meal breaks).

9 State Cases

10 v. *Alvarez v. Gary Grace Enterprises, LP*, Marin Superior Court, Case No. CIV
11 1002553 (granted final approval in a case on behalf of hair salon employees for overtime
12 miscalculation and related claims).

13 w. *Butler v. Lexxiom, Inc.*, San Bernardino Superior Court, Case No. CIVRS
14 1001579 (granted final approval in an action on behalf of debt resolution center employees
15 alleging, among other things, meal and rest period violations and overtime calculation errors).

16 x. *Calderon v. GreatCall, Inc.*, San Diego Superior Court, Case No. 37-2010-
17 00093743-CU-OE-CTL (granted final approval in a case on behalf of customer service
18 employees for, among other things, alleged meal and rest period violations and overtime
19 calculation errors).

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

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

27 aa. *Green v. Universal Music Group*, Los Angeles Superior Court, Case No.
28 BC374253 (granted final approval in a case involving misclassification claims of current or

1 former IT Support employees, including engineers, server analysts, desktop support, and
2 technical leads).

3 bb. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No.
4 BC431249 (granted class certification through contested motion in case on behalf of former
5 pharmacy employees based on late final wage payments in violation of Labor Code §§ 201–
6 203; subsequently granted final approval of class action settlement).

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

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

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

19 7. As the above shows, the Setareh Law Group and I have substantial experience in wage-
20 and-hour class action litigation, including actions alleging failure to provide meal and/or rest periods,
21 failure to pay wages, failure to provide accurate wage statements, failure to provide timely final wage
22 payments, and other related claims. We are knowledgeable about the applicable law and have worked
23 diligently to investigate and identify the potential claims in this action. I will continue to commit my
24 firm’s resources to further the interests of the Class. Setareh Law Group and I have no known conflicts
25 of interest with Plaintiffs, the State of California, or with absent Class Members or aggrieved
26 employees.

27 8. My most recently assigned hourly billing rate is \$1,150. I worked at least 94.7 hours
28 on this matter, and likely devoted more time than that. The tasks performed by me include initial

1 investigation and evaluation of claims in the three separate cases for Plaintiffs Amezcua, Leuzinger,
 2 and Jensen, which were eventually consolidated together along with Plaintiff Matney-Tate's case;
 3 participation in interviews of Plaintiffs; monitoring the work of other attorneys at Setareh Law
 4 Group handling the cases; review of the final drafts of all initial case filing documents; overall case
 5 strategy; review of all e-mail communications with counsel for Defendants and firm responses to
 6 same and participation in meet and confer in the separate cases of Plaintiffs Amezcua, Leuzinger,
 7 and Jensen; discussions with co-counsel re: case strategy; review and discussion internally and/or
 8 with defense counsel on motion to stay in *Amezcua*; preparing for and attending the two mediations
 9 with Steve Mehta and Hon. Amy Hogue (Ret.); conferring with the attorneys assigned to this case
 10 and co-counsel regarding mediation strategy and damages analysis; discussion of damages analysis
 11 with data analyst; reviewing and commenting on settlement documents; review and discussion
 12 internally, with co-counsel, and/or with defense counsel on all motions, including Defendants'
 13 Motion to Stay in *Amezcua*, Motions to Dismiss or Strike Claims, Plaintiffs' Motion to Consolidate,
 14 Huckaby's Motion to Intervene, Motion for Preliminary Approval, and Castro's and Ramos's
 15 Motion to Intervene. My current billing rate of \$1,150 was approved in 2022 in *Evans v. Wal-Mart*
 16 *Stores, Inc.*, U.S. District Court for the Central District of California Case No. 2:17-cv-07641-AB-
 17 AK and in 2024 in *Utne, et al. v. Home Depot U.S.A., Inc.*, U.S. District Court for the Northern
 18 District of California Case No. 3:16-cv-01854-RS. My prior billing rate of \$925 was approved in
 19 2022 in *Spears, et al. v. Healthnet of California, Inc.*, Sacramento Superior Court Case No. 34-
 20 2017-00210560-CU-OE-GDS.

21 9. Jose Maria D. Patino, Jr. is the senior attorney currently assigned to this case and is a
 22 graduate of Rutgers School of Law-Newark. He has been a licensed, practicing attorney in California
 23 for 14 years, practicing exclusively in plaintiff-side class-action and complex litigation. He has argued
 24 before the California Court of Appeal and filed appellate briefs, class certification motions, and
 25 summary judgment oppositions, and has obtained preliminary and final approval for over 50 class-
 26 action and/or PAGA settlements. Mr. Patino worked an estimated 88 hours on this matter. The tasks
 27 performed by Mr. Patino include: primary responsibility for day-to-day handling of case for Setareh
 28 Law Group after taking over case from former senior attorney David Keledjian; supervising work done

by junior attorneys on this matter; preparing for and attending the mediation with Hon. Amy Hogue (Ret.); conferring with co-counsel regarding mediation strategy and damages analysis; formulating damages analysis with data analyst; drafting and revising settlement documents in concert with co-counsel and defense counsel; drafting Motion for Preliminary Approval; review and revise opposition to Castro's and Ramos's Motion to Intervene; prepare for, travel to, and appear at Preliminary Approval Hearing/Hearing on Castro's and Ramos's Motion to Intervene; meet and confer with co-counsel and defense counsel to address issues raised by the Court re: the Motion for Preliminary Approval and Castro's and Ramos's Motion to Intervene; draft and revise supplemental briefing re preliminary approval/ Castro's and Ramos's Motion to Intervene for Plaintiffs. Mr. Patino's hourly rate of \$775 was approved in *Rene Beckom v. Strauch & Company, et al.*, Sacramento Superior Case No. 34-2020-00289457 (final approval of class action and PAGA settlement granted January 26, 2024). Mr. Patino's prior hourly billing rate of \$725 was approved in 2022 in *Evans v. Wal-Mart Stores, Inc.*, U.S. District Court for the Central District of California Case No. 2:17-cv-07641-AB-AK and in *Spears, et al. v. Health Net of California, Inc.*, Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS. For this Settlement, an hourly billing rate of \$750 was applied.

10. Tyson Gibb is the junior attorney currently assigned to this matter and graduated from the University of Southern California Gould School of Law in 2021. He has been a licensed, practicing attorney in California for 3 years, primarily practicing almost exclusively employment law, including wage and hour class actions and complex litigation. Mr. Gibb worked an estimated 42.8 hours on this matter. The tasks performed by Mr. Gibb include: responsibility for day-to-day handling of case for Setareh Law Group after taking over case from former junior attorney David Arakelyan; communicating with clients; communicate with Settlement Administrator; drafting the mediation brief for the mediation with Hon. Amy Hogue (Ret.); preparing for and attending mediation with Hon. Amy Hogue (Ret.); communicating re: with data analyst re: damages analysis; assist in drafting settlement documents in concert with co-counsel and defense counsel; assist with drafting motion for preliminary approval supporting documents, including proposed class notices, objection and opt-out forms, proposed order; assist with addressing issues raised by the Court re: the Motion for Preliminary Approval and Castro's and Ramos's Motion to Intervene. Mr. Gibbs's hourly rate of \$425 was

1 approved in *Rene Beckom v. Strauch & Company, et al.*, Sacramento Superior Case No. 34-2020-
2 00289457 (final approval of class action and PAGA settlement granted January 26, 2024). For this
3 Settlement, an hourly billing rate of \$400 was applied.

4 11. David Keledjian was the senior attorney originally assigned to this case until August
5 2023 when he left Setareh Law Group, and he is a graduate of Trinity Law School. He has been a
6 licensed, practicing attorney in California for 8 years, practicing mostly in class actions and complex
7 litigation. He has argued before the California Court of Appeal and filed several appellate briefs, class
8 certification motions, and summary judgment oppositions. Mr. Keledjian worked an estimated 131.4
9 hours on this matter. The tasks performed by Mr. Keledjian included: primary responsibility for day-to-
10 day handling of case for Setareh Law Group; initial investigation and evaluation of claims in the three
11 separate cases for Plaintiffs Amezcua, Leuzinger, and Jensen, which were eventually consolidated
12 together along with Plaintiff Matney-Tate's case; interviews of Plaintiffs; supervise the work of
13 junior attorneys at Setareh Law Group assigned to Amezcua, Leuzinger, and Jensen cases; draft and
14 finalize all initial case filing documents; communicate with counsel for Defendants and meet and
15 confer in the separate cases of Plaintiffs Amezcua, Leuzinger, and Jensen prior to consolidation;
16 discussions with co-counsel re: case strategy; oppose motion to stay in *Amezcua*; draft mediation
17 brief for first mediation with Steve Mehta; preparing for and attending the first mediation with
18 Steve Mehta; conferring with co-counsel regarding mediation strategy and damages analysis;
19 discussion of damages analysis with data analyst; reviewing and commenting on settlement
20 documents; review and discussion internally, with co-counsel, and/or with defense counsel on
21 Defendants' Motion to Stay in *Amezcua*, Motions to Dismiss or Strike Claims, Plaintiffs' Motion to
22 Consolidate, and Huckaby's Motion to Intervene. Mr. Keledjian's hourly rate of \$625 was recently
23 approved in *Rene Beckom v. Strauch & Company, et al.*, Sacramento Superior Case No. 34-2020-
24 00289457 (final approval of class action and PAGA settlement granted January 26, 2024). For this
25 Settlement, an hourly billing rate of \$550 was applied.

26 12. Shane R. Farley is a former junior attorney at Setareh Law Group and graduated from
27 the University of California-Los Angeles School of Law in 2020. He has been a licensed, practicing
28 attorney in California for 3 years. Mr. Farley worked an estimated 41.3 hours on this matter. The tasks

performed by Mr. Farley include: original junior attorney responsible for day-to-day handling of case for Setareh Law Group; communicate with Plaintiffs Amezcua, Leuzinger, and Jensen; legal research; drafting and propounding discovery requests to Defendant; drafting correspondence; drafting Motion for Leave to File First Amended Complaint; draft and revise Motion to Consolidate. Mr. Farley's hourly rate of \$425 was recently approved in *Rene Beckom v. Strauch & Company, et al.*, Sacramento Superior Case No. 34-2020-00289457 (final approval of class action and PAGA settlement granted January 26, 2024). For this Settlement, an hourly billing rate of only \$400 was applied.

13. David Arakelyan is a former junior attorney at Setareh Law Group and graduated from the University of California-Los Angeles School of Law in 2020. He has been a licensed, practicing attorney in California for 3 years, primarily practicing almost exclusively employment law, including wage and hour class actions and complex litigation. Mr. Arakelyan worked an estimated 43.4 hours on this matter. The tasks performed by Mr. Arakelyan include: responsibility for day-to-day handling of case for Setareh Law Group after taking over case from former junior attorney Shane Farley; legal research; communicate with Plaintiffs Amezcua, Leuzinger, and Jensen; drafted and revised stipulations and proposed orders; drafted application for dismissal of former defendant; drafted and revised case management conference statements; drafting and propounding discovery responses to Defendants; drafting correspondence; review of data and documents produced for first mediation with Steven Mehta; assist in drafting mediation brief for first mediation with Steven Mehta. Mr. Arakelyan's hourly rate of \$425 was recently approved in *Rene Beckom v. Strauch & Company, et al.*, Sacramento Superior Case No. 34-2020-00289457 (final approval of class action and PAGA settlement granted January 26, 2024). For this Settlement, an hourly billing rate of \$400 was applied.

THE REASONABLENESS OF THE FEES AND COSTS SOUGHT BY CLASS COUNSEL

14. Class Counsel requests attorneys' fees of \$1,215,000 (30% of the Gross Settlement Amount) as provided under the Amended Settlement Agreement. In view of Class Counsel's efforts and risks in pursuing this case, and the expenses incurred in vigorously litigating these claims, these amounts are well within the range of reasonableness and thus warrant final approval. Indeed, as Class Counsel in numerous class actions, I have routinely been awarded fees amounting to approximately one-third of the settlement fund. These cases include, but are not limited to: *O'Brien v. Optima Network*

1 *Services, Inc.*, San Bernardino County Superior Court, Case No. CIVRS1107056 (one-third of fund);
 2 *Noyd v. The Cristcat Group, et al.*, Los Angeles County Superior Court, Case No. BC439558 (one-third
 3 of fund); *Perez v. Southwest Dealer Services, Inc.*, Los Angeles County Superior Court, Case No.
 4 BC439253 (one-third of fund); *Alvarez v. Gary Grace Enterprises, LP*, Marin County Superior Court,
 5 Case No. CIV1002553 (one-third of fund); *Calderon v. Greatcall, Inc.*, San Diego Superior Court, Case
 6 No. 37-2010-00093743-CU-OE-CTL (one-third of fund); *Butler v. Lexxiom, Inc.*, San Bernardino
 7 County Superior Court, Case No. CIVRS1001579 (one-third of fund); *Huynh v. Carefusion Resources,*
 8 *LLC, et al*, San Diego County Superior Court, Case No. 37-2009-00103277-CU-OE-CTL (one-third of
 9 fund); *Stucker v. L'Oreal USA S/D, Inc.*, Los Angeles County Superior Court, Case No. BC456080
 10 (one-third of fund); *Sandoval v. Thrifty Payless, Inc.*, Los Angeles County Superior Court, Case No.
 11 BC431249 (one-third of fund); *Tucker v. Maly's West, Inc.*, Los Angeles County Superior Court, Case
 12 No. BC483920 (one-third of fund); *Tiwari v. Merrill's Packaging*, San Mateo Superior Court, Case No.
 13 519070 (one-third of fund); *Montgomery v. Del Monte Corp., et al*, Kings County Case No. 13C0204
 14 (one-third of fund).

15 15. In fact, my firm has been issued 1/3 of the settlement amount in fees as class counsel in
 16 a number of cases in the Northern District, including in *Burnthorne-Martinez v. Sephora USA, Inc.*,
 17 2018 WL 5310833, at *3 (N.D.Cal., 2018), *Garza v. Brinderson Constructors L.P.*, Northern District of
 18 California Case No. 5:15-cv-05742-EJD Dkt. No. 80, and *Fronza v. Staffmark Holdings, Inc.*, 2018 WL
 19 2463101, at *13 (N.D.Cal., 2018). However, here, Class Counsel only seek 30% of the Gross
 20 Settlement Amount in fees.

21 16. The hourly rates upon which the lodestar calculation is based are reasonable. According
 22 to case authority, the above rates are in line with the range of rates approved by courts in northern and
 23 southern California for complex cases, including wage-and-hour class actions. *See, e.g., Wang v.*
 24 *Chinese Daily News, Inc.*, 2008 U.S. Dist. LEXIS 123824 at 8–9 (C.D. Cal. filed Oct. 3, 2008) (in a
 25 wage-and-hour action, approving 2008 rates of up to \$800 per hour), *vacated on other grounds*, 132 S.
 26 Ct. 74 (2011); *Pierce v. County of Orange*, 905 F. Supp. 2d 1017, 1036 & n.16 (C.D. Cal. 2012)
 27 (approving 2012 rates of up to \$850 per hour); *In re HP Laser Printer Litig.*, 2011 WL 3861703 at 5–6
 28 (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 up to \$1,000); *In re Conseco Life Ins. Co. Life Trend Ins. Mktg. & Sales Practice Litig.*, No. C 10-02124 SI, 2014 WL 186375, at *2 (N.D. Cal. Jan. 16, 2014) (approving hourly rates up to \$850); *Kearney v. American Honda Motor Am.* 2013 U.S. Dist. LEXIS 91636 *24 (approving hourly rates of \$650-\$800 for senior attorneys in consumer class action); *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700 an hour).

17. The hours billed represent time spent on tasks that were essential to litigation and settlement. The standard hourly rates for counsel—ranging from \$400 to \$1,150—are reasonable. These rates are in line with those charged by experienced class action lawyers who practice on a national scale and within the range of those approved by other courts in similar circumstances. *See, e.g., Spano v. Boeing Co.*, No. 06-CV-743-NJR-DGW, 2016 WL 3791123, at *3 (S.D. Ill. Mar. 31, 2016) (approving hourly rates of \$460 to \$998 for attorneys, \$309 for paralegals, and \$190 for legal assistants). The 2022-2023 Adjusted Laffey Matrix states that an attorney with 20 years of experience can reasonably charge \$997 per hour. <http://www.laffeymatrix.com/see.html>. However, that rate is derived from the Washington, D.C. area and requires a costs of living correction for Los Angeles. Using federal statistics for average attorney salaries, attorney pay is 4.9% lower in metro Los Angeles, compared to the metro Washington, D.C. area, indicating a 4.9% downward adjustment to the Laffey Matrix is appropriate. [https://www.bls.gov/oes/current/oes231011.htm#\(9\)](https://www.bls.gov/oes/current/oes231011.htm#(9)). Applying an adjustment factor of -4.9%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 years of experience is \$980.44.¹

¹ The full 2022-2023 Adjusted Laffey Matrix provides for the following hourly rates for paralegals/law

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

19. Plaintiff Amezcua's, Leuzinger's, and Jensen's request for litigation costs of \$16,194.29 is fair and reasonable. Attached hereto as **Exhibit A** is a spreadsheet setting forth the costs of \$16,194.29 already incurred in this litigation, including filing fees and mediation fees. Thus, Plaintiffs Amezcua, Leuzinger, and Jensen reasonably requests reimbursement of \$16,194.29.

20. Class Counsel contributed their experience, time, and resources with no guarantee that they would be compensated for its time and expenses. The firm took on this case, which necessarily required the firm to forgo other opportunities, given finite resources to devote to cases.

21. Class Counsel's experience in wage and hour class actions was integral in evaluating the strengths and weaknesses of the case against Defendants and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action litigation. This case, in a global sense, was not of the highest nor lowest complexity, though other risk factors presented a substantial measure of difficulty.

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
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997

Applying the -4.9% locality adjustment to those rates, the Los Angeles rates for the Adjusted Laffey Matrix are as follows:

Year	Adj. Factor	Paralegal Clerk	1-3	4-7	8-10	11-19	20
6/01/22- 5/31/23	0.951	\$213.98	\$392.76	\$483.11	\$697.08	\$788.38	\$948.15

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE

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

23. One fundamental purpose of the class action device is to promote efficiency. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this Settlement because it is objectively reasonable. The potential for resolution benefits the class members, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the Parties and their counsel. A class-wide resolution is the most realistic method for addressing the claims raised in this matter.

24. We have engaged in the necessary investigation in this case that made it possible for us to exercise informed judgment in those aspects of the settlement process in which we were involved. The exchange of timeclock and payroll information, and wage and hour policy documents, were sufficient to permit Plaintiffs' counsel to adequately evaluate the Settlement. Plaintiffs had more than enough information upon which to evaluate a fair and reasonable settlement amount. In addition to disputing the merits of Plaintiffs' claims at trial, Defendants intended to aggressively challenge Plaintiffs' case at the certification stage.

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

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

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

12 28. Second, there is a risk that Defendants could have obtained summary judgment as to
13 Plaintiff's claims. For example, Defendants contend that their timekeeping, meal and rest break, and
14 expense reimbursement policies are legally compliant and that they are, in any event, not subject to
15 common proof.

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

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

25 31. The Settlement is the product of arm's-length negotiations between the Parties occurring
26 throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law
27 regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery for
28 the members of the settlement classes. The settlement amount is, of course, a compromise figure. By

1 necessity it took into account risks related to liability, damages, and all the defenses asserted by the
2 Defendants. Moreover, each Class Member will be given the opportunity to opt out of the Settlement,
3 allowing those who feel they have claims that are greater than the benefits they can receive under this
4 Settlement, to pursue their own claims. The Agreement does not provide for any reversion of settlement
5 funds to Defendants.

6 **THE CONTRIBUTION OF PLAINTIFFS AND THE REASONABLENESS OF THE**
7 **REQUESTED INCENTIVE AWARD**

8 32. Here, Plaintiffs each seek a Service Award that may not exceed \$10,000.00. This
9 amount is very reasonable given the risks undertaken by Plaintiffs their involvement in the Action.
10 Taking the risk of filing a lawsuit against an employer, particularly one of the magnitude of Defendants,
11 deserves recognition, especially in light of the settlement achieved by Plaintiffs. Additionally, the
12 Plaintiffs were actively involved in the litigation and settlement negotiations of this Action, expending
13 considerable effort in advancing the interests of the classes, including participating in two day-long
14 mediation sessions. Plaintiffs provided information to counsel before the filing of their matters; they
15 assisted with mediation (which included conferring with counsel during the preparation of Plaintiffs'
16 mediation brief); and regularly conferred with their counsel regarding the case whenever questions
17 arose.

18 33. If the case were lost, Plaintiffs could have been ordered to pay Defendants' costs and
19 even attorneys' fees in this case, which could have been thousands of dollars by the end. Moreover,
20 Plaintiffs face significant stigma for having filed a class action since such records are easily available
21 online to prospective employers who conduct an online search on a job applicant. This, in addition to
22 Plaintiffs' significant contributions to this case, justifies the \$10,000 class representative enhancement
23 sought on behalf of each of them.

24 **SETTLEMENT ADMINISTRATOR'S EXPENSES**

25 34. In my experience, the charges of the Settlement Administrator, ILYM Group, Inc., based
26 on the represented \$100,000 cost are reasonable given the class size and the work involved in
27 administering the settlement. Simpluris, Inc.'s costs to administer this Settlement are in line with the
28 reasonable amount allocated in the Settlement Agreement.

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2 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
3 true and correct. Executed this 27th day of November 2024, at Beverly Hills, California.
4

5 /s/ Shaun Setareh
6 Shaun Setareh
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EXHIBIT A

Date	Name	Memo	Accounts	Amount
08/01/2023	Signature Resolution LLC	Case No. 4:20-CV-5473-YGR Gardner Trucking, Inc. (W&H)	Gardner Trucking (W&H)Leuzinger	4,300.00
05/22/2024	Colour Drop	4:20-CV-5473-YGR	Gardner Trucking (W&H)Leuzinger	194.17
07/01/2024	Southwest Airlines Co.	C SETAREH CLIENT COST-21077	Gardner Trucking (W&H)Leuzinger	694.93
08/02/2024	ADP Tax	Jose's reimbursement for Gardner WH Leuzinger	Gardner Trucking (W&H)Leuzinger	75.90
09/01/2024	Thomson Reuters-West	Inv. 850695078	Gardner Trucking (W&H)Leuzinger	206.58
Total Gardner Trucking (W&H)Leuzinger				5,471.58
04/30/2021	Thomson Reuters-West	12.11	CRST Expedited, Inc (W&H)Jensen	12.11
08/31/2021	Thomson Reuters-West	29.06	CRST Expedited, Inc (W&H)Jensen	29.06
09/02/2021	One Legal LLC	Sales Order # 16739652, Case# CGC-21-594399	CRST Expedited, Inc (W&H)Jensen	489.01
09/07/2021	One Legal LLC	Sales Order # 16855953, Case# CGC-21-594399	CRST Expedited, Inc (W&H)Jensen	65.89
10/01/2021	File and Serve Express	Inv.# 202108695799301, case # CGC-21-594399	CRST Expedited, Inc (W&H)Jensen	14.00
10/01/2021	File and Serve Express	Inv.# 202108695799301, case # CGC-21-594399	CRST Expedited, Inc (W&H)Jensen	7.00
10/31/2021	Thomson Reuters-West	24.16	CRST Expedited, Inc (W&H)Jensen	24.16
11/01/2021	File and Serve Express	Inv.# 202110695799301, case # CGC-21-594399	CRST Expedited, Inc (W&H)Jensen	7.00
12/31/2021	PACER	Inv. # 2957234-Q42021	CRST Expedited, Inc (W&H)Jensen	5.30
03/31/2022	PACER	Inv. # 2957234-Q12022	CRST Expedited, Inc (W&H)Jensen	9.70
07/05/2022	JTC Corporation LLC	Inv. # 220607	CRST Expedited, Inc (W&H)Jensen	825.00
03/30/2023	One Legal LLC	OneLegal CCSALE04872435	CRST Expedited, Inc (W&H)Jensen	14.39
04/20/2023	One Legal LLC	OneLegal CCSALE04926910	CRST Expedited, Inc (W&H)Jensen	35.12
04/22/2023	One Legal LLC	OneLegal CCSALE04931818	CRST Expedited, Inc (W&H)Jensen	74.95
06/13/2023	Thomson Reuters-West	THOMSON WEST*TCO	CRST Expedited, Inc (W&H)Jensen	6.54
Total CRST Expedited, Inc (W&H)Jensen				1,619.23
11/20/2020	LWDA		Gardner Trucking, Inc. (W&H)	75.00
11/24/2020	Superior Court of CA County of Alameda	Case # RG20080628	Gardner Trucking, Inc. (W&H)	1,464.00
12/01/2020	One Legal LLC	Sales Order # 15521262, Case# RG20080628	Gardner Trucking, Inc. (W&H)	80.00
12/03/2020	One Legal LLC	Sales Order # 15521263, Case# RG20080628	Gardner Trucking, Inc. (W&H)	107.00
12/16/2020	One Legal LLC	Sales Order # 15557495, Case# RG20080628	Gardner Trucking, Inc. (W&H)	30.00
01/07/2021	One Legal LLC	Sales Order # 15541465, Case# RG20080628	Gardner Trucking, Inc. (W&H)	30.00
01/08/2021	Superior Court of CA County of Alameda	Case # RG20080628	Gardner Trucking, Inc. (W&H)	154.00
02/05/2021	Superior Court of CA County of Alameda	case # RG20080628	Gardner Trucking, Inc. (W&H)	6.00
06/30/2021	PACER	Inv. # 2957234-Q22021	Gardner Trucking, Inc. (W&H)	4.70
07/01/2021	One Legal LLC	Sales Order # 16531053, Case# 3:21-CV-04952	Gardner Trucking, Inc. (W&H)	32.94
07/01/2021	One Legal LLC	Sales Order # 16531052, Case# 3:21CV-04952	Gardner Trucking, Inc. (W&H)	65.89
07/07/2021	Superior Court of CA County of Alameda	case # RG20080628	Gardner Trucking, Inc. (W&H)	8.00
07/23/2021	Ace Attorney Service, Inc.	Order # 1965136	Gardner Trucking, Inc. (W&H)	514.65
07/31/2021	Thomson Reuters-West	82.29	Gardner Trucking, Inc. (W&H)	82.29
08/31/2021	Thomson Reuters-West	115.32	Gardner Trucking, Inc. (W&H)	115.32
09/30/2021	PACER	Inv. # 2957234-Q32021	Gardner Trucking, Inc. (W&H)	1.80
09/30/2021	PACER	Inv. # 6630443-Q32021	Gardner Trucking, Inc. (W&H)	1.00
10/22/2021	Superior Court of CA County of Alameda	case # RG20080628	Gardner Trucking, Inc. (W&H)	2.00
11/19/2021	One Legal LLC	Sales Order # 17253872, Case# RG20080628	Gardner Trucking, Inc. (W&H)	18.07
12/08/2021	Superior Court of CA County of Alameda	case # RG20080628	Gardner Trucking, Inc. (W&H)	2.00
12/09/2021	One Legal LLC	Sales Order # 17346720, Case# RG20080628	Gardner Trucking, Inc. (W&H)	18.07
12/31/2021	PACER	Inv. # 2957234-Q42021	Gardner Trucking, Inc. (W&H)	0.10
01/31/2022	Thomson Reuters-West	140.15	Gardner Trucking, Inc. (W&H)	140.15
02/02/2022	One Legal LLC	Sales Order # 17622325, Case# RG20080628	Gardner Trucking, Inc. (W&H)	17.04
02/17/2022	Mediation Offices of Steven G. Mehta	Inv. # 18454, 6/1/22	Gardner Trucking, Inc. (W&H)	4,375.00
02/23/2022	One Legal LLC	Sales Order # 17744159, Case# RG20080628	Gardner Trucking, Inc. (W&H)	17.04
02/24/2022	One Legal LLC	Sales Order # 17744160, Case# RG20080628	Gardner Trucking, Inc. (W&H)	32.53
02/28/2022	Thomson Reuters-West	83.29	Gardner Trucking, Inc. (W&H)	83.29
03/31/2022	PACER	Inv. # 2957234-Q12022	Gardner Trucking, Inc. (W&H)	0.90
05/23/2022	FedEx	Inv.# 7-762-59214, 5/20/22	Gardner Trucking, Inc. (W&H)	29.94
06/07/2022	Southwest Air	Conf#2039ZV, David Keledjian, 6/7/22	Gardner Trucking, Inc. (W&H)	603.96
06/10/2022	David Keledjian	Uber charge	Gardner Trucking, Inc. (W&H)	27.92
06/10/2022	David Keledjian	parking charge	Gardner Trucking, Inc. (W&H)	34.00
06/30/2022	FedEx	Inv.# 7-798-26435, 6/24/22	Gardner Trucking, Inc. (W&H)	29.76
06/30/2022	PACER	Inv. # 2957234-Q22022	Gardner Trucking, Inc. (W&H)	2.30
07/05/2022	JTC Corporation LLC	Inv. # 220607	Gardner Trucking, Inc. (W&H)	825.00
09/27/2022	One Legal LLC	04400318, 18994611, Gardner Trucking (WH)	Gardner Trucking, Inc. (W&H)	17.45
01/13/2023	One Legal LLC	CHAIM SETAREH-24006-76473672 54935 90212 ONELEGAL	Gardner Trucking, Inc. (W&H)	17.45
06/05/2023	PACER	ACCT#2957234	Gardner Trucking, Inc. (W&H)	3.80
09/25/2023	One Legal LLC	Case No. RG20080628 Amezcuva VS Gardner Trucking	Gardner Trucking, Inc. (W&H)	17.82
10/23/2023	PACER	Inv 2957234-Q32023	Gardner Trucking, Inc. (W&H)	7.30
01/08/2024	PACER	Inv 2957234-Q42023	Gardner Trucking, Inc. (W&H)	0.20
04/24/2024	PACER	2957234-Q12024	Gardner Trucking, Inc. (W&H)	7.80
Total Gardner Trucking, Inc. (W&H)				9,103.48
Total (Combined)				16,194.29