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8 ROBERT W. AHLSTROM

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11

12 ROBERT W. AHLSTROM, on behalf of
13 himself, all others similarly situated,

14 Plaintiff,

15 v.

16 DHI MORTGAGE COMPANY LTD. L.P., a
Texas limited partnership; and DOES 1 through
17 50, inclusive,,
18 Defendants.

Case No. 5:19-cv-03435-BLF

**DECLARATION OF SHAUN SETAREH IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
REIMBURSEMENT OF LITIGATION COSTS,
AND ENHANCEMENT AWARD**

Date: January 16, 2025
Time: 9:00 a.m.
Place: Courtroom 3

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. Except for those matters stated on information and belief, which I am informed and believe to be 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 under oath.

BACKGROUND

3. Defendant DHI MORTGAGE COMPANY LTD. L.P. is a mortgage lending company who employed mortgage loan officers. Defendant hired Plaintiff Robert Ahlstrom on or around July 2015 as a loan officer.

4. Plaintiff's class action was originally filed against DHI Mortgage Company GP, Inc. and D.R. Horton, Inc. on August 2, 2017 in the U.S. District Court, Northern District of California, Case no. 3:17-cv-04383-BLF. On November 30, 2018, the Court granted Defendants' Motion to Compel Arbitration and dismiss the action without prejudice, as the Court found that there was a binding arbitration agreement. Defendants asserted that D.R. Horton, Inc. is the parent company of DHI Mortgage Company, GP, Inc. and DHI Mortgage Company, Ltd. Defendants further asserted that Plaintiff Robert Ahlstrom was employed by DHI Mortgage Company, Ltd., L.P.

5. On October 6, 2017, Plaintiff filed a Representative Action Complaint ("Plaintiff's PAGA Action") in the Santa Clara County Superior Court, Case no. 17stcv317032, against Defendant for civil penalties pursuant to the Private Attorney General Act based on the same alleged Labor Code violations as the Class Action.

6. In order to file suit against the correct employer of Plaintiff Robert Ahlstrom, On March 27, 2019, Plaintiff filed suit in Alameda Superior Court, asserting the following claims against Defendant:

1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); 2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); 3) Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); 4) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); 5) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); 6) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); 7) Failure to Pay Employees for All Hours Worked (29 U.S.C. § 201, *et seq.*); 8) Breach of Written Contract; and 9) Breach of the Implied Covenant of Good Faith and Fair Dealing.

7. On June 17, 2019, Defendant removed the Action to the U.S. District Court for the Northern District of California (the “Northern District”). (ECF 1.)

8. On September 5, 2019, the Court in the matter of the original class action complaint, Case no. 3:17-cv-04383-BLF, issued a sua sponte judicial referral for purposes of determining the relationship of Case no. 3:17-cv-04383-BLF and Case no. 19-cv-03435-BLF. On September 10, 2019, Case no. 3:17-cv-04383-BLF and Case no. 19-cv-03435-BLF (the class action cases) were deemed related.

9. On July 22, 2019, Defendant filed its motion to compel arbitration. (ECF No. 16). The matter was fully briefed and the Court granted the motion to compel arbitration and dismiss on or around January 16, 2020. (ECF No. 26). Plaintiff appealed the order granting the motion to compel to the 9th circuit. (ECF No. 27). On December 29, 2021, the Court of Appeals reversed the district court’s order dismissing the complaint and granting the motion to compel arbitration. The Court of Appeal found that the arbitration agreement did not constitute a properly formed agreement between Plaintiff and D.R. Horton, because Plaintiff had no employment relationship with D.R. Horton. (ECF No. 29).

10. Around October 30, 2021, the Court in the PAGA action granted Defendant’s summary judgment motion. Plaintiff appealed, filing an opening appellant’s brief on or around June 24, 2022. The parties agreed to stay the appellate briefing pending mediation.

11. On October 13, 2022, Plaintiff’s counsel filed the Suggestion of Death to inform the Court in the Class Action case of Mr. Ahlstrom’s passing. (ECF No. 47). Plaintiff’s motion to substitute the estate of Robert W. Ahlstrom was fully briefed. On January 18, 2023, the Court granted Plaintiff’s motion to substitute the Estate of Robert W. Ahlstrom through his daughter, Kianna Ahlstrom as Plaintiff and class representative in place of Robert W. Ahlstrom. (ECF No. 57).

1 12. Plaintiff prepared a detailed mediation brief and hired an expert to develop models for
2 estimating Defendant's potential exposure in this action on a class-wide basis under various assumptions.

3 13. On February 16, 2023, the Parties participated in a full-day private, arm's-length mediation
4 with Hon. Brian Walsh (Ret.), serving as neutral. (Agreement, § 3.) Hon. Brian Walsh (Ret.) is a mediator
5 with significant experience mediating employment wage and hour class and collective actions. Prior to
6 the February 16, 2023 mediation, the Parties engaged in formal discovery and also engaged in an informal
7 exchange of information. Defendant provided Plaintiff with documentation regarding its policies regarding
8 timekeeping, overtime, meal periods and rest breaks, and wage statements, as well as time and payroll
9 records for a sample of putative class, collective, and PAGA members. Furthermore, counsel for the parties
10 conferred extensively concerning this information, the merits of the Parties' claims and/or defenses, and
11 other issues relevant to reaching a settlement.

12 14. At the mediation, the Parties debated their legal positions, the likelihood of certification
13 of Plaintiff's claims, and the legal bases for the claims and defenses. During the mediation session, the
14 Parties negotiated extensively at arm's length. The Parties were able to reach a settlement following the
15 February 16, 2023 mediation.

16 15. Class Counsel (who are highly experienced handling complex wage-and-hour class
17 actions) conducted sufficient discovery to enable them to adequately evaluate the claims and defenses in
18 the action before agreeing to the Settlement.

19 16. Plaintiff's Counsel and Defendant's Counsel each have extensive experience in
20 prosecuting and litigating class action wage-and-hour suits like this one.

21 **PLAINTIFF'S CLAIMS AND DEFENDANT'S DEFENSES**

22 17. Plaintiff alleges that while working as an hourly, non-exempt employee, Plaintiff and
23 putative class members were sometimes unable to take 30-minute uninterrupted meal breaks and 10-minute
24 uninterrupted rest breaks in part due to: (1) Defendant's policy of not scheduling breaks as part of each
25 shift; (2) understaffing; (3) imposing so much work on each employee such that it made it unlikely that an
26 employee would be able to take their breaks if they wanted to finish their work on time; and (4) and no
27 formal written meal and rest period policy that encouraged employees to take their breaks. (*See, generally,*
28

1 Complaint ECF No. 1.1.) Plaintiff further asserts that Plaintiff and putative class members were only
2 permitted to record the hours they were scheduled to work, even though they would regularly work more
3 than their scheduled hours with their supervisors' knowledge and permission. Additionally, Plaintiff and
4 the putative class were assigned to work on-call 2-4 hour weekend shifts occasionally and they were not
5 compensated for this time. Plaintiff also alleges that Defendant failed to correctly calculate the regular rate
6 of pay to include all applicable remuneration, including commissions and non-discretionary bonuses. The
7 breach of contract / failure to pay commissions claims is based on Plaintiff's allegation that Defendant
8 terminated Plaintiff under false pretenses so that they did not have to pay Plaintiff his commissions.

9 18. Defendant denied all of Plaintiff's allegations. Defendant stated that it calculated bonuses
10 and commissions into the regular rate of pay. Defendant stated that it had policies prohibiting off-the-clock
11 work and employees certified the accuracy of their weekly timecards. Defendant stated that mortgage loan
12 officers or individuals in similar positions mainly worked unsupervised at new-build projects outside of the
13 branch office, controlled their own schedules and logged their own time. Thus, Defendant alleges that it
14 would have no way of knowing off-the-clock work was being done, especially when it relied on employees
15 to keep accurate time. Defendant asserted that it paid employees for the entire time that they were on call
16 as Loan Officer on Duty. Defendant states that it had complaint meal and rest policies. Defendant argued
17 that employees had freedom to take breaks at their convenience as they were largely unsupervised.
18 Defendant contended that this included an opportunity for meal periods of at least 30 minutes within the
19 first 5 hours of work, and 10-minute rest periods for every 3½ hours of work. Defendants argued that this
20 would defeat Plaintiff's claims because, under *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004,
21 1040 (2012), while an employer must provide employees with the opportunity to take meal and rest breaks,
22 it need not ensure that the employees actually do so; an employer satisfies its obligations if it relieves its
23 employees of all duties, relinquishes control over their activities, and permits them a reasonable opportunity
24 to take uninterrupted breaks. They also argued that Plaintiff's rest period claim is also not amenable to class
25 treatment as there are too many individualized issues for the same reasons. Defendant provided Plaintiff
26 with sample records that they contended demonstrate that only 2.8% of shifts over six hours had a
27 potentially late meal break. They also alleged that only 1.4% of shifts had a meal break of less than 30
28

1 minutes¹. Finally, Defendant contended that because Plaintiff's wage statement, final pay, and UCL claims
 2 are entirely derivative of the other claims in this matter, they too would fail for the same reasons.

3 *Risks of Continued Litigation*

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

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

19 21. We have engaged in the necessary investigation in this case that made it possible for us to
 20 exercise informed judgment in those aspects of the settlement process in which we were involved. The
 21 exchange of timeclock and payroll information, and wage and hour policy documents, were sufficient to
 22 permit Plaintiff's counsel to adequately evaluate the settlement. Plaintiff had more than enough information
 23 upon which to evaluate a fair and reasonable settlement amount. In addition to disputing the merits of
 24 Plaintiff's claims at trial, Defendant aggressively challenged Plaintiff's case at the certification stage.
 25 Defendant believes that Plaintiff could not prevail on a certification motion, while Plaintiff believes that their
 26 case was viable through to a trial. However, while Plaintiff assert their belief that this is a viable case for trial,

27 ¹ For settlement purposes Plaintiff assumed that these records may not be accurate (because of the
 28 unusually high number of meal breaks at exactly 30 minutes or exactly 1 hour), and therefore assumed
 a higher violation rate for the exposure analysis.

1 Plaintiff realizes that there are always significant risks associated with certification and trials, and those
2 risks cannot be eliminated in this case. The risks associated with this matter include:

3 (i) The risk that Plaintiff would not be able to prove liability for alleged failure to provide
4 compliant meal periods and rest breaks; or that to establish liability for the failure to provide compliant
5 meal periods and rest breaks would require an individualized inquiry that would prevent these issues from
6 being resolved on a class and/or collective basis. For example, Plaintiff alleged that Defendant did not
7 maintain accurate records of the start and end times for meal periods taken by employees, instead, Plaintiff
8 alleged employees regularly worked through their meal periods (and rest breaks) in order to complete their
9 job duties within the timeframe allotted by Defendant. Defendant countered with proof that most
10 employees took their meal periods and rest breaks, and that any inquiry into why some employees might
11 have missed meal and rest breaks would necessarily require an individualized inquiry that would prevent
12 this issue from being resolved on a class and/or collective basis. Defendant states that it had compliant
13 meal and rest policies. Defendant also argued that employees had freedom to take breaks at their
14 convenience as they were largely unsupervised.

15 (ii) The risk that Plaintiff would be unable to establish liability for alleged unpaid straight time
16 and overtime wages, *see Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39, n. 33 (2014), *citing Dilts v.*
17 *Penske Logistics, LLC*, No. 08-cv-218-CAB (BLM), 2014 WL 305039 (S.D. Cal. Jan. 21, 2014)
18 (dismissing certified off-the-clock claims based on proof at trial). Defendant has contended, for example,
19 that Plaintiff's allegations for unpaid wages are not subject to common proof since they are based on
20 Plaintiff's allegation that employees worked through meal breaks. Defendant stated that it had policies
21 prohibiting off-the-clock work and employees also certified the accuracy of their weekly timecards, which
22 employees themselves completed. Defendant stated that mortgage loan officers or individuals in similar
23 positions mainly worked unsupervised at new-build projects outside of the branch office, controlled their
24 own schedules and logged their own time. Thus, Defendant alleges that it would have no way of knowing
25 off-the-clock work was being done, especially when it relied on employees to keep accurate time.
26 Defendant also asserted that it paid employees for the entire time that they were on call as Loan Officer on
27 Duty.

28 (iii) The risk that Defendant's challenged employment policies and practices might not

ultimately support class certification or a class-wide liability finding, *see, Duran*, 59 Cal.4th at 14 & n. 28 (citing Court of Appeal decisions favorable on class certification issue without expressing opinion as to ultimate viability of proposition). Defendant contended, for example, that it did not have a purported policy of not paying required compensation, but rather a policy of paying compensation and of requiring employees to report any unpaid compensable time, and that any failures to report by employees cannot be legally charged to Defendant and in any event involve such highly individualized circumstances as to prevent class and collective certification should this case be litigated. *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 585 (2000) (employer not required to pay employees for time spent performing work of which the employer had no knowledge).

(iv) For the same reasons, liability, damages recovery, and certification risks are heightened given: (1) the risk that uncertainties pertaining to the ultimate legality of Defendant's policies and practices could preclude class-wide awards of statutory penalties under Labor Code section 226(e); (2) the risk that individual differences between settlement Class Members could be construed as pertaining to liability, and not solely to damages, *see, Duran*, 59 Cal. 4th at 19; and (3) the risk that class or collective treatment could be deemed improper as to one or more claims except for settlement purposes.

(v) The risk that lengthy appellate litigation could ensue as to both liability and certification issues, with associated litigation risk and costs, further enhances the value of a confirmed settlement as opposed to unpredictable litigation.

In these respects, Defendant strongly deny any liability and the propriety of class certification for any reason other than settlement. Continued litigation of this lawsuit presented Plaintiff and Defendant with substantial legal risks that were (and continue to be) very difficult to assess. In these respects, Defendant strongly denies any liability and the propriety of class certification for any reason other than settlement.

In light of the uncertainties of protracted litigation, the Settlement amount reflects a fair and reasonable recovery for the settlement Class Members. The Settlement amount is, of course, a compromise figure. By necessity, it took into account risks related to liability, damages, class action certification, and all the defenses asserted by the Defendant as to all such matters.

Continued litigation of this lawsuit presented Plaintiff and Defendants with substantial legal risks that

were (and continue to be) very difficult to assess. In light of the uncertainties of protracted litigation, the Settlement amount reflects a fair and reasonable recovery for the settlement Class Members. The settlement amount is, of course, a compromise figure. By necessity it took into account risks related to liability, damages, and all the defenses asserted by the Defendant.

When facing an uncertain resolution of the claims in this Action, settlement is all the more reasonable. Indeed, the Gross Settlement Amount will provide Settlement Class members with real and timely payments as opposed to the largely speculative awards that may or may not otherwise be obtained based on the various litigation risks going forward should the proposed Settlement not be approved.

22. Each of these factors bore heavily on the negotiations leading to the Settlement. In view of these risks, the Settlement reflects a fair, adequate, and reasonable compromise amount for these claims and warrants preliminary approval. Indeed, while the risks listed herein are far from exhaustive, they show that the Settlement is fair, adequate, and reasonable in view of them.

Adequacy of Plaintiff and Counsel

23. I am aware of no conflicts of interest between Plaintiff and absent Class Members. Furthermore, Plaintiff has pursued the interests of the Class above their own interests.

24. 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.

25. Setareh Law Group and I, as its principal attorney, are well-experienced class action attorneys. I, along with the senior attorney assigned to this case, Thomas Segal, 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 100 wage-and-hour, consumer, and antitrust class action cases. Because of this, Setareh Law Group has more than 140 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 vs. Marshalls of CA, LLC et al.*, 94 Cal. App. 5th 1172, 313 Cal. Rptr. 3d 77 (2023) (Court of Appeal reversed the trial court’s order granting Defendants’ Motion for Judgment on the Pleadings in a representative PAGA action).

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

g. *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).

h. *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).

i. *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).

j. *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).

k. *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

l. *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).

m. *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).

n. *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).

o. *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).

p. *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).

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

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

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

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

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

State Cases

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

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

4 x. *Calderon v. GreatCall, Inc.*, San Diego Superior Court, Case No. 37-2010-
 5 00093743-CU-OE-CTL (granted final approval in a case on behalf of customer service employees
 6 for, among other things, alleged meal and rest period violations and overtime calculation errors).

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

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

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

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

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

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

28 26. Moreover, Setareh Law Group has in excess of 140 citable state and federal court decisions

on Westlaw. The following represents just a sampling:

- a. *Brown v. Airgas On-Site Safety Services, Inc.*, 2014 WL 12603220
- b. *Ambriz v. Coca Cola Company*, 2013 WL 5947010
- c. *Fronda v. Staffmark Holdings, Inc.* 2015 WL 3866860
- d. *Bellinghausen v. Tractor Supply Company*, 2013 WL 5090869
- e. *Lovig v. Sears, Roebuck & Co.* 2014 WL 8252583
- f. *Townsend v. Brinderson Corp.*, 2015 WL 3970172
- g. *Watterson v. Garfield Beach CVS LLC*, 2015 WL 2156857
- h. *Johnson v. Q.E.D. Environmental Systems Inc.*, 2016 WL 4658963
- i. *Mocino v. Catalina Restaurant Group, Inc.*, 2015 WL 3826838
- j. *Henry v. Home Depot U.S.A., Inc.*, 2016 Wage & Hour Cas.2d (BNA) 140,978
- k. *Young v. Remx, Inc.*, 2 Cal.App.5th 630
- l. *Solis v. Ameri-Force Management Services, Inc.*, 2016 WL 6872052

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

28. My firm has been actively involved in this litigation at all points since the pre-filing investigation of Plaintiff's claims and the filing of the initial Complaint in this action. This involvement has included, but has not been limited to: interviewing Plaintiff in order to determine the claims in the case, drafting pleadings, propounding written discovery, reviewing documents produced by Defendant, opposing motions to compel arbitration, appealing the order granting the motion to compel to the 9th Circuit, fulling briefing Plaintiff's appeal of the order granting the motion to compel and winning, opposing Defendant's summary judgment motion, appealing the ruling on Defendant's summary judgment motion in the PAGA case, filing an opening appellant's brief in the Court of Appeal regarding the appeal of

1 Defendant's summary judgment motion, fully briefing a motion to substitute the estate of Robert W.
2 Ahlstrom, working up and drafting a mediation brief, working with an expert to analyze the data produced
3 by Defendant, preparing for mediation and preparing and reviewing documents for settlement, drafting the
4 motion for preliminary approval and supplemental briefing, and drafting the motion for final approval.

5 29. As a result of this extensive involvement, and my and Setareh Law Group's extensive
6 experience in wage-and-hour class action litigation, the Settlement in this case reflects a fair, adequate, and
7 reasonable compromise of disputed wage and hour claims in view of Defendant's potential liability
8 exposure as compared against the risks of continued litigation.

9 ***Reasonableness of Requested Fees and Costs***

10 30. Plaintiff's request for litigation costs of \$17,858.29 is fair and reasonable. This is less than
11 the costs allowed under the Settlement Agreement of \$55,000. (Settlement, ¶ 15(b).) Attached hereto as
12 **Exhibit 1** is a spreadsheet setting forth the costs of \$17,858.29 already incurred by Counsel for Plaintiff,
13 including filing fees, mediation fees, expert costs, Westlaw charges, travel charges, and PACER charges.
14 All of these costs were reasonably incurred in the prosecution of this matter over the past seven years,
15 benefitted the class, and would have been charged to a paying client had this been a non-contingency case.

16 31. Class Counsel requests attorneys' fees of \$100,000 (one-third of the Gross Settlement
17 Amount (the "GSA")). (Settlement, ¶ 15(b).) In view of Class Counsel's efforts and risks in pursuing this
18 case, and the expenses incurred in vigorously litigating these claims, these amounts are well within the
19 range of reasonableness and thus warrant final approval.

20 32. Plaintiff's counsel took on this high risk case with no guarantee of success. Plaintiff's
21 counsel knew there were a relatively small number of putative class members, but diligently fought
22 Defendant, which resulted in a highly favorable settlement for settlement members. Plaintiff's counsel
23 pushed on when obstacles arose. For example, when Defendant's motion to compel arbitration was
24 granted, Plaintiff's counsel zealously fought for the rights of Plaintiff and putative class members by
25 appealing the decision and ultimately was successful at the Ninth Circuit Court of Appeals, making
26 new law favorable to the Plaintiff bar. Plaintiff's counsel obtained a published appeal opinion in which
27 the Ninth Circuit Court of Appeals reversed the district court's ruling compelling the claims to
28 arbitration, holding that parties cannot delegate issues of formation of an arbitration agreement to the

1 arbitrator for determination.

2 33. The Ninth Circuit has directed that, to determine what constitutes a fair and reasonable
 3 percentage of the settlement for purposes of calculating common fund attorneys' fees, the courts should
 4 use a "benchmark" percentage of 25% of the total fund. *Paul, Johnson, Alston & Hunt v. Grauly*, 886
 5 F.2d 268, 272 (9th Cir. 1989); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *Six*
 6 *Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990). The percentage can
 7 be adjusted upwards where the risks overcome, the benefits obtained and the work necessary to achieve
 8 those results supports such an adjustment of the benchmark. In fact, while the Ninth Circuit identified
 9 25% as a fee percentage that is presumptively reasonable, the custom and practice in class actions is to
 10 award approximately one-third of a fund as a fee award. *See Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43,
 11 66, n.11 (2008) ("Empirical studies show that, regardless whether the percentage method or the lodestar
 12 method is used, fee awards in class actions average around one-third of the recovery.") (emphasis added).
 13 Indeed, as Class Counsel in similar wage and hour class actions, I have routinely been awarded fees
 14 amounting to approximately one-third of the settlement fund. These cases include, but are not limited to:
 15 *O'Brien v. Optima Network Services, Inc.*, San Bernardino County Superior Court, Case No.
 16 CIVRS1107056 (one-third of fund); *Noyd v. The Cristcat Group, et al.*, Los Angeles County Superior
 17 Court, Case No. BC439558 (one-third of fund); *Perez v. Southwest Dealer Services, Inc.*, Los Angeles
 18 County Superior Court, Case No. BC439253 (one-third of fund); *Alvarez v. Gary Grace Enterprises, LP*,
 19 Marin County Superior Court, Case No. CIV1002553 (one-third of fund); *Calderon v. Greatcall, Inc.*, San
 20 Diego Superior Court, Case No. 37-2010-00093743-CU-OE-CTL (one-third of fund); *Butler v. Lexxiom,*
 21 *Inc.*, San Bernardino County Superior Court, Case No. CIVRS1001579 (one-third of fund); *Huynh v.*
 22 *Carefusion Resources, LLC, et al*, San Diego County Superior Court, Case No. 37-2009-00103277-CU-
 23 OE-CTL (one-third of fund); *Stucker v. L'Oreal USA S/D, Inc.*, Los Angeles County Superior Court, Case
 24 No. BC456080 (one-third of fund); *Sandoval v. Thrifty Payless, Inc.*, Los Angeles County Superior Court,
 25 Case No. BC431249 (one-third of fund); *Tucker v. Maly's West, Inc.*, Los Angeles County Superior Court,
 26 Case No. BC483920 (one-third of fund); *Tiwari v. Merrill's Packaging*, San Mateo Superior Court, Case
 27 No. 519070 (one-third of fund); *Montgomery v. Del Monte Corp., et al*, Kings County Case No. 13C0204
 28 (one-third of fund). Class counsel has been issued one-third of the settlement amount in fees in a number

of federal cases, including recently in *Evans v. Wal-Mart Stores, Inc.*, Central District of California Case No. 2:17-cv-07641-AB-KK ECF No. 272; *Burnthorne-Martinez v. Sephora USA, Inc.*, 2018 WL 5310833, at *3 (N.D.Cal., 2018), *Garza v. Brinderson Constructors L.P.*, Northern District of California Case No. 5:15-cv-05742-EJD ECF No. 80, and *Fronza v. Staffmark Holdings, Inc.*, 2018 WL 2463101, at *13 (N.D.Cal., 2018).

34. The Setareh Law Group has done extensive work in connection with this case. 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 below includes a summary of all the hours worked. My firm's lodestar is currently \$316,462.50, which is far more than the \$100,000 sought in attorney fees.

35. Looking at the work of attorneys for Plaintiff in this matter (*and excluding paralegals*), the lodestar is estimated to be as follows:

Attorney	Bar Year	Hourly Rate	Hours Billed	Total Billed
Shaun Setareh	1999	\$1,150.00	60.75	\$69,862.50
Thomas Segal	2002	\$950.00	178.5	\$169,575
Farrah Grant	2013	\$650.00	118.5	\$77,025
Total				\$316,462.50

36. In compliance with the standing order, below is a chart detailing time spent on various categories of tasks:

Task	Shaun Setareh	Thomas Segal	Farrah Grant
Billing rate	\$1,150	\$950	\$650
Compl. And Pre-Compl. Investigation	2.5		7.75
Written Discovery			4.25
Case Management Statements and Similar Filings			6.5
General Case Management (Calendaring, Scheduling, Communicating with Opposing Counsel, etc.)	1.5	3	18.5
Opposing First Mtn. to Compel Arb.	8		
Opposing Second Mtn. to Compel Arb.	5.25	21.25	
Appeal of Mtn. to Compel Arb.	10.5	55	
Opposing Defendant's Summary Judgment Mtn. in PAGA Case	3.5	24.5	
Appealing the Ruling on Defendant's Summary Judgment Mtn. in PAGA Case	3.75	38.75	
Mtn. to Substitute the Estate of Robert W. Ahlstrom		0.5	4.5
Preparing for Mediation	14.75	17.5	7
Mediation	8	8	
Settlement Agreement	0.75	4	

Prelim. Approval Mtn. and Supplemental Briefing	1.25	2.5	34.75
Final Approval Mtn.	0.5	3.5	29
Client Communication	0.5		6.25
Total Hours	60.75	178.5	118.5

37. Setareh Law Group and I have routinely been awarded fees constituting a multiplier of the lodestar in similar complex class actions including, but not limited to: *Evans v. Wal-Mart Stores, Inc.*, Central District of California Case No. 2:17-cv-07641-AB-KK ECF No. 272 (3.48 multiplier); *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).

38. Between now and the close of settlement administration, Class Counsel anticipate devoting additional hours in preparing for the final approval hearing, appearing at the final approval hearing, communicating with class members, and communicating with the Settlement Administrator.

39. The hours billed represent time spent on tasks that were essential to litigation and settlement. The standard hourly rates for Plaintiff's counsel—ranging from \$650 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 \$980.44.²

40. Thomas Segal is the senior attorney assigned to this case and a 2002 graduate of the University of California–Hastings College of the Law. He has been a licensed, practicing attorney in California for over 20 years, practicing almost exclusively class actions and complex litigation. He has argued before the California Court of Appeal and drafted many appellate briefs, class certification motions, and summary judgment oppositions. He has been part of the trial team including cross-examining witnesses and arguing evidentiary issues in two class action trials, including *Kirk v. First American Title Company*, Los Angeles Superior Court Case No. BC372797 which resulted in a multimillion-dollar judgment in favor of the certified class.

41. Farrah Grant is an attorney assigned to this case and a graduate of University of California–Los Angeles School of Law. She has been a licensed, practicing attorney in California for 11 years, practicing plaintiff's side employment litigation and almost exclusively wage and hour class actions and complex litigation over the last 10 years, and she has been named class counsel in a number of class action settlements and has taken many settlements through preliminary and final approval.

42. Setareh Law Group prosecuted this matter on a contingent basis meaning that if the case were unsuccessful the firm would have received no compensation or reimbursement of costs. As discussed above, litigation of this action through settlement took a considerable amount of time and effort that could have been spent on other fee-generating work.

² The full 2022-2023 Adjusted Laffey Matrix provides for the following hourly rates for paralegals/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
6/01/22- 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

1 43. It is only fair that every class member who benefits from the settlement pay his or her *pro*
2 *rata* share of attorney's fees, and Plaintiff's request for fees here means that Class Counsel seek an amount
3 of fees less than the amount Class Counsel would likely receive if they represented each class member
4 individually. Typical contingent fee contracts of plaintiffs' counsel provide for attorney's fees of about
5 40% of any recovery obtained for a client.

6 ***Reasonableness of Class Representative Enhancement Award***

7 44. Here, Plaintiff seeks a Service Payment Award of \$10,000 to the Estate of Robert W.
8 Ahlstrom through Kianna Ahlstrom as Class Representative. This amount is very reasonable given the
9 risks undertaken by Plaintiff Mr. Ahlstrom and his involvement in the Action. Taking the risk of filing a
10 lawsuit against an employer, deserves recognition, especially in light of the settlement achieved by
11 Plaintiff. Additionally, Plaintiff was actively involved in the litigation of this Action, expending
12 considerable effort in advancing the interests of the classes. He initiated the case, provided information
13 and documents to counsel, and spoke repeatedly with his counsel about the case. I estimate that Plaintiff
14 contributed more than 30 hours of his time to the prosecution of this matter. The Class has significantly
15 benefited from Plaintiff's actions.

16 45. Plaintiff took the personal risks of disclosure to future employers that he sued a former
17 employer, making his future career prospects uncertain. There is now a public record of this lawsuit and
18 the fact that Plaintiff brought this lawsuit. Furthermore, in pursuing relief on behalf of the Settlement
19 Class, Plaintiff risked being ordered to pay Defendant's costs and/or attorneys' fees if this action had been
20 unsuccessful. Such costs could have exceeded any individual recovery for Plaintiff in this case, including
21 the amount of the enhancement award. This, in addition to Plaintiff's significant contributions to this case,
22 justifies the \$10,000 class representative enhancement sought on behalf of Plaintiff.

23 46. Based on my extensive experience as plaintiffs' counsel in similar wage-and-hour class
24 actions, the proposed incentive awards are reasonable.

25 ***Reasonableness of Settlement Administrator Costs***

26 47. ILYM Group, Inc. states that the total cost for the administration of this Settlement is
27 \$3,500. ILYM's costs to administer this settlement match the estimated costs in the settlement agreement.
28 (Agreement, ¶ 16.) In my experience as plaintiffs' counsel in similar wage and hour class actions with a

1 similar number of employees, this amount in administrative costs for ILYM is a fair, adequate and
2 reasonable amount for settlement administration fees in this case.

3 ***Notice to the LWDA***

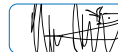
4 48. Subsequent to the filing of this Motion, counsel for Plaintiff will upload the Final Approval
5 Motion to the LWDA website.

6 ***Cy Pres***

7 49. Settlement checks that are uncashed after 180 days will be paid to a *cy pres* non-profit
8 recipient approved by the Court. (Agreement, ¶ 29.) The parties are conferring regarding the selection of
9 a *cy pres*.

10 I declare under the penalty of perjury of the laws of the United States of America that the foregoing
11 is true and correct to the best of my knowledge.

12 Executed December 12, 2024 at Beverly Hills, California.

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14 

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15 Shaun Setareh
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eSignature Details

Signer ID:	yCfFDyFvpMrpWf4KDrEvxLcX
Signed by:	Shaun Setareh
Sent to email:	shaun@setarehlaw.com
IP Address:	174.194.134.85
Signed at:	Dec 12 2024, 6:50 pm PST

EXHIBIT 1

Law Office of Shaun Setareh, APC
Account QuickReport

All Transactions

Date	Name	Account	Amount
02/08/2022	Clerk of the Superior Court	D.R. Horton (PAGA only)	100.00
01/13/2022	Clerk's Court of Appeal	D.R. Horton (PAGA only)	775.00
05/07/2018	Court Call	D.R. Horton (PAGA only)	86.00
07/05/2018	Court Call	D.R. Horton (PAGA only)	86.00
11/09/2018	Court Call	D.R. Horton (PAGA only)	86.00
03/22/2019	Court Call	D.R. Horton (PAGA only)	94.00
10/07/2019	Court Call	D.R. Horton (PAGA only)	94.00
01/23/2020	Court Call	D.R. Horton (PAGA only)	94.00
04/01/2020	Court Call	D.R. Horton (PAGA only)	54.00
07/15/2020	Court Call	D.R. Horton (PAGA only)	94.00
11/25/2020	Court Call	D.R. Horton (PAGA only)	94.00
11/25/2020	Court Call	D.R. Horton (PAGA only)	94.00
02/10/2021	Court Call	D.R. Horton (PAGA only)	94.00
05/25/2021	Court Call	D.R. Horton (PAGA only)	94.00
07/29/2021	Court Call	D.R. Horton (PAGA only)	94.00
10/22/2021	Court Call	D.R. Horton (PAGA only)	94.00
10/22/2021	Court Call	D.R. Horton (PAGA only)	94.00
10/10/2017	E-Filing.Com Inc	D.R. Horton (PAGA only)	1,486.80
05/04/2018	E-Filing.Com Inc	D.R. Horton (PAGA only)	2.05
05/04/2018	E-Filing.Com Inc	D.R. Horton (PAGA only)	3.67
03/22/2019	E-Filing.Com Inc	D.R. Horton (PAGA only)	5.72
07/29/2020	E-Filing.Com Inc	D.R. Horton (PAGA only)	5.72
11/04/2020	E-Filing.Com Inc	D.R. Horton (PAGA only)	5.72
09/24/2021	E-Filing.Com Inc	D.R. Horton (PAGA only)	5.72
01/13/2022	E-Filing.Com Inc	D.R. Horton (PAGA only)	5.72
02/28/2022	FedEx	D.R. Horton (PAGA only)	28.08
10/25/2017	One Legal LLC	D.R. Horton (PAGA only)	15.11
06/25/2018	One Legal LLC	D.R. Horton (PAGA only)	15.67
07/26/2018	One Legal LLC	D.R. Horton (PAGA only)	200.00
01/15/2019	One Legal LLC	D.R. Horton (PAGA only)	15.67
10/15/2019	One Legal LLC	D.R. Horton (PAGA only)	15.67

Law Office of Shaun Setareh, APC
Account QuickReport

All Transactions

10/16/2019	One Legal LLC	D.R. Horton (PAGA only)	32.00
10/16/2019	One Legal LLC	D.R. Horton (PAGA only)	17.67
10/18/2019	One Legal LLC	D.R. Horton (PAGA only)	32.00
11/01/2017	Online Legal Couriers	D.R. Horton (PAGA only)	25.00
11/01/2017	Online Legal Couriers	D.R. Horton (PAGA only)	25.00
09/30/2018	PACER	D.R. Horton (PAGA only)	7.40
12/31/2018	PACER	D.R. Horton (PAGA only)	0.50
06/30/2019	PACER	D.R. Horton (PAGA only)	13.60
03/31/2022	PACER	D.R. Horton (PAGA only)	0.50
04/24/2024	PACER	D.R. Horton (PAGA only)	0.80
04/24/2024	PACER	D.R. Horton (PAGA only)	4.10
06/30/2021	Thomson Reuters-West	D.R. Horton (PAGA only)	19.56
10/31/2021	Thomson Reuters-West	D.R. Horton (PAGA only)	11.12
06/30/2022	Thomson Reuters-West	D.R. Horton (PAGA only)	90.5
06/13/2023	Thomson Reuters-West	D.R. Horton (PAGA only)	3.11
06/13/2023	Thomson Reuters-West	D.R. Horton (PAGA only)	27.75
06/13/2023	Thomson Reuters-West	D.R. Horton (PAGA only)	24.22
01/26/2022	TrueFiling	D.R. Horton (PAGA only)	10.50
05/11/2022	TrueFiling	D.R. Horton (PAGA only)	10.50
06/24/2022	TrueFiling	D.R. Horton (PAGA only)	21.00
06/06/2023	TrueFiling	D.R. Horton (PAGA only)	7.50
10/11/2023	TrueFiling	D.R. Horton (PAGA only)	7.50
02/09/2024	TrueFiling	D.R. Horton (PAGA only)	10.50
06/25/2024	TrueFiling	D.R. Horton (PAGA only)	7.50
07/05/2018	Vast Conference	D.R. Horton (PAGA only)	1.36
07/06/2018	Vast Conference	D.R. Horton (PAGA only)	4.24
Total D.R. Horton (PAGA only)			4,447.75

Date	Name	Split	Amount
09/05/2019	Bob Hope	D. R. Horton	32.00
09/05/2019	Burbank Airport Food	D. R. Horton	13.67
08/11/2020	Counsel Press Inc.	D. R. Horton	879.47

Account QuickReport

All Transactions

01/20/2021	Counsel Press Inc.	D. R. Horton	480.64
03/01/2023	JAMS, Inc.	D. R. Horton	5,265.00
07/12/2023	JTC Corporation LLC	D. R. Horton	2,900.00
11/08/2018	LAX Airport Lot	D. R. Horton	23.00
06/01/2017	LWDA	D. R. Horton	75.00
08/04/2017	One Legal LLC	D. R. Horton	27.95
11/06/2017	One Legal LLC	D. R. Horton	27.95
04/05/2019	One Legal LLC	D. R. Horton	75.00
04/09/2019	One Legal LLC	D. R. Horton	25.00
05/17/2019	One Legal LLC	D. R. Horton	75.00
05/23/2019	One Legal LLC	D. R. Horton	32.00
01/30/2020	One Legal LLC	D. R. Horton	38.75
02/18/2020	One Legal LLC	D. R. Horton	38.75
10/02/2017	Online Legal Couriers	D. R. Horton	27.20
10/02/2017	Online Legal Couriers	D. R. Horton	27.20
05/31/2019	Online Legal Couriers	D. R. Horton	31.00
12/31/2017	PACER	D. R. Horton	0.30
09/30/2018	PACER	D. R. Horton	0.40
12/31/2018	PACER	D. R. Horton	1.20
12/31/2018	PACER	D. R. Horton	2.90
09/30/2019	PACER	D. R. Horton	11.30
12/31/2019	PACER	D. R. Horton	0.50
03/31/2020	PACER	D. R. Horton	3.90
06/30/2020	PACER	D. R. Horton	18.50
09/30/2020	PACER	D. R. Horton	0.40
12/31/2020	PACER	D. R. Horton	17.60
06/30/2021	PACER	D. R. Horton	0.50
03/31/2022	PACER	D. R. Horton	0.40
06/30/2022	PACER	D. R. Horton	1.90
05/09/2023	PACER	D. R. Horton	0.80
05/09/2023	PACER	D. R. Horton	1.30
05/09/2023	PACER	D. R. Horton	0.50
05/09/2023	PACER	D. R. Horton	0.60

Law Office of Shaun Setareh, APC
Account QuickReport

All Transactions

05/09/2023	PACER	D. R. Horton	0.50
06/05/2023	PACER	D. R. Horton	4.80
06/05/2023	PACER	D. R. Horton	0.80
07/10/2023	PACER	D. R. Horton	0.10
07/08/2024	PACER	D. R. Horton	2.20
11/08/2018	Peets Coffee/Tea	D. R. Horton	3.11
09/05/2019	Regent School Catering SF	D. R. Horton	12.44
10/25/2018	Southwest Air	D. R. Horton	97.96
09/03/2019	Southwest Air	D. R. Horton	28.00
09/03/2019	Southwest Air	D. R. Horton	505.96
03/27/2019	Superior Court of CA County of Alameda	D. R. Horton	1,483.00
05/21/2019	Superior Court of CA County of Alameda	D. R. Horton	13.50
05/22/2019	Superior Court of CA County of Alameda	D. R. Horton	5.00
08/17/2020	Superior Court of CA County of Alameda	D. R. Horton	4.00
03/31/2019	Thomson Reuters-West	D. R. Horton	15.69
07/31/2019	Thomson Reuters-West	D. R. Horton	17.56
06/30/2020	Thomson Reuters-West	D. R. Horton	10.96
09/30/2020	Thomson Reuters-West	D. R. Horton	1.73
03/31/2021	Thomson Reuters-West	D. R. Horton	10.09
02/28/2022	Thomson Reuters-West	D. R. Horton	37.38
11/08/2018	Uber Technologie	D. R. Horton	13.01
11/08/2018	Uber Technologie	D. R. Horton	15.91
11/08/2018	Uber Technologie	D. R. Horton	15.19
09/05/2019	Uber Technologie	D. R. Horton	49.07
08/02/2017	US District Court Central District	D. R. Horton	400.00
01/27/2020	US District Court Northern District	D. R. Horton	505.00
Total D. R. Horton Class Action			13,410.54
Total D. R. Horton Class & Paga			17,858.29