

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

DINO DESANCTIS; TYRONE BARNES,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

DOUGLAS PRODUCTS & PACKAGING
COMPANY, LLC, a Missouri Limited
Liability Company; and DOES 1-50, Inclusive,

Defendants.

Case No. C21-01874

**DECLARATION OF MEHRDAD BOKHOUR
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 5, 2023

Time: 9:00 a.m.

Judge: Hon. Judge Charles S. Treat

Dept.: 12

1 **II. ADEQUACY OF THE SETTLEMENT**

2 8. As discussed at length in Plaintiffs' motion for preliminary approval, as well as in the
3 Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited
4 to the claims alleged.

5 9. Sufficient information existed to allow Class Counsel to intelligently value this case.
6 Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour
7 mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that only one
8 class member elected not to participate, and no objections were submitted, the presumption of fairness
9 is justified.

10 10. I believe that it is fair, reasonable and adequate, and in the best interests of the Class,
11 given the litigation risks and delay inherent in further litigation and possible appeals.

12 11. As set forth in Plaintiffs' motion for preliminary approval and the declarations
13 submitted in support thereof, Defendant vigorously contested Plaintiffs' claims, and Plaintiffs faced
14 real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
15 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that
16 it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions
17 set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction,
18 to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business
19 without further expensive litigation and the distraction and diversion of its personnel with respect to
20 matters at issue.

21 12. All parties took into account the uncertainty of risks inherent in any litigation, especially
22 in complex cases such as this case. The parties determined that it is desirable and beneficial to both the
23 Class and Defendant that this case be settled. Risks on both sides were considered in reaching the
24 Settlement Agreement.

25 13. The recoveries contemplated by the Settlement represent a good result for the Class,
26 fairly proportioned to the likely risk-adjusted recovery in litigation.

1 **III. ADEQUACY OF COUNSEL AND REASONABLENESS OF REQUESTED FEE AND**
2 **COST AWARDS**

3 14. As set forth above, I have handled upwards of 100 class and representative actions, have
4 been appointed as class counsel and have successfully resolved over half of those class actions, and
5 many others remain pending and will successfully resolve in the future while recovering many, many
6 dozens of millions of dollars for my clients and Class Members. This is substantially better than
7 average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions,
8 cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which found that only
9 one-third of class actions are successful, compared to two-thirds that are defeated and result in no
10 payment to the class members.

11 15. When this case was taken on a contingency fee basis, with my firm and my co-counsel
12 agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the
13 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research fees,
14 and mediation costs. There was never a guarantee that we would recoup those expenditures.

15 16. It has been my experience that the benchmark for attorney fee awards in California state
16 cases is one-third of a common settlement fund, which the California Supreme Court recently upheld
17 in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class Counsel are
18 collectively seeking a fee of one-third of the Settlement Amount.

19 17. Class Counsels' application for an award of Attorneys' Fees in an amount of
20 approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable and
21 fair. The requested fee falls on the lower end of the Ninth Circuit's historical benchmark for
22 attorneys' fees of 20% to 40% of a common fund and is fair compensation for undertaking complex,
23 risky, expensive, and time-consuming litigation on a contingent basis.

24 18. For Class Counsel, the fees here were wholly contingent in nature and the case
25 presented far more risk than the usual contingent fee case. There was the prospect of the enormous
26 cost inherent in class action litigation, as well as a long battle with corporate Defendant. That
27 prospect has previously become reality, in both trial courts and the Court of Appeal in other wage
28 and hour class litigations. Class Counsel risked not only a great deal of time, but also a great deal of

1 expense to ensure the successful litigation of this action on behalf of all Settlement Class Members.
2 Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees
3 in the amount of \$124,166.66 and Costs actually incurred in the amount of \$12,131.80.

4 19. My hourly rate in this case is \$595 per hour, which is comparable to those of other
5 attorneys with equal or similar experience. I have worked approximately 25 hours on this case to
6 date. I anticipate working an additional 5 hours to finalize and file the final approval motion, and
7 any future tasks associated with completion of the case. Thus, my total projected amount billed to
8 this case is \$17,850.

9 20. The fee is warranted because of the results achieved for the Class Members, both in
10 terms of the prompt monetary payment, as well as the fact that the Class Members resoundingly
11 supported the Settlement.

12 21. In prosecuting this action, Class counsel have incurred expenses that were incidental
13 and necessary to the effective representation of the Class. These expenses include filing fees, mediator
14 fee and expert fees associated with the review of the payroll records. Defendant does not oppose this
15 request for costs. Through final approval, my office incurred \$6,040.80 in litigation costs.

16 22. The following are my itemized litigation costs:

Bokhour Law Group, P.C. Costs	
Type	Charge
Litigation Filing Fees	\$1,572.50
PAGA Filing Fee	\$75
Total	\$1,647.50

22
23 23. These costs were necessarily incurred in the course of this hard-fought litigation and
24 would have been charged to a fee-paying client. I believe that the amount sought in the Settlement
25 Agreement for this cost is reasonable and appropriate.

26 **IV. REASONABLENESS OF REQUESTED SERVICE AWARDS**

27 24. I also believe that the service award of \$10,000.00 to each Plaintiff is fair and warranted
28 for the reasons outlined in each of their respective declarations and in the motion. They both came

1 forward and worked directly with our offices analyzing the claims and documents, providing valuable
2 information. (See Plaintiffs' concurrently filed declarations for further supporting information.)

3 25. Indeed, their participation was an essential element of Defendant's desire to mediate
4 and of the pre and post mediation analysis that allowed Class Counsel to settle the case. Of course,
5 they also took on various risks, including the risk that she could have been ordered to pay Defendant's
6 costs if they lost and the risk of retaliation and being blackballed in the industry. They also have
7 provided a full release of all claims. Defendant does not oppose the requested service award.

8 **V. SUBMISSION TO THE LWDA**

9 26. The Motion and declarations, including the Settlement Agreement, have been submitted
10 to the LWDA.

11 **VI. CONCLUSION**

12 27. In compliance with California Rules of Professional Conduct, Plaintiffs signed a fee
13 split agreement that provides that fees will be allocated between Class Counsel as follows: Forty
14 percent (40%) to the JCL Law Firm, APC; forty percent (40%) to the Zakay Law Group, APLC; and
15 twenty percent (20%) to Bokhour Law Group, PC and Falakassa Law P.C.

16 28. Pursuant to California Rules of Court Rule 3.769(b), Plaintiffs can provide the Court a
17 copy of the fee split agreement that has been entered into with respect to the payment of attorney's fees
18 for this matter.

19 29. For the foregoing reasons, it is respectfully requested that the Court grant final approval
20 of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested
21 attorney's fees, costs, and service award.

22 I declare under penalty of perjury under the laws of the United States and the State of California
23 that the foregoing is true and correct. Executed on September 11, 2023, in Los Angeles, California.

24
25 By: /S/Mehrdad Bokhour

26 Mehرداد Bokhour, Esq.
27
28