

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY MANKIN & LAUBY, LLP
4590 Allstate Drive
Riverside, California 92501
Tel: (951) 320-1444 | Fax: (951) 320-1445

Mehrdad Bokhour, Esq. (Cal. Bar No. 285256)
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493 | Fax: (310) 675-0861

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

YVONNE LABRA, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

SUTTER STREET MANUFACTURING,
INC., a California Corporation; WILLIAMS-
SONOMA, INC., a Delaware Corporation; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: 20STCV18751

Assigned to the Hon. Ann I. Jones

CLASS ACTION

**DECLARATION OF MEHRDAD BOKHOUR
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

HEARING INFO

Date: September 23, 2021

Time: 10:00 a.m.

Dept.: SS11

Complaint filed: May 15, 2020

Preliminary Approval Granted: May 10, 2021

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am the principal of Bokhour Law Group, P.C., co-counsel with Lauby Mankin & Lauby LLP, as attorney of record for Plaintiff Yvonne Labra (“Plaintiff”) and the Putative Class.

2. I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

3. I submit this declaration in support of Plaintiff’s Motion for Final Approval of this Class Action Settlement.

I. COUNSEL’S EXPERIENCE

4. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice in the Ninth Circuit Court of Appeal, United States District Courts for the Central, Eastern, and Southern District of California and the and have litigated cases in various courts in California.

5. I have handled approximately 75 employment litigation matters during my nearly nine years in practice. My practice has exclusively consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. I have been appointed by various court as class counsel and have received final court approval and judgment in numerous class actions to date and anticipate receiving final approval in many more of in the future.

6. As part of these settlements and judgments, I have recovered at least 50 million dollars in damages for my clients and the class members (who often work as essential workers, nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations, and countless other trades).

7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the years 2017, 2018, 2019, 2020, and 2021, a distinction that is reserved for the top 2.5% of lawyers in the practice area.

1 **II. ADEQUACY OF THE SETTLEMENT**

2 8. As discussed at length in Plaintiff's 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 Plaintiff's motion for preliminary approval and the declarations
13 submitted in support thereof, Defendants vigorously contested Plaintiff's claims, and Plaintiff 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 Defendants' 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 Defendants 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 75 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 Defendants. 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

expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. If Plaintiff had lost this case, Class Counsel and Settlement Class Members would have recovered nothing and would have lost its out-of-pocket costs. This is not an easy busy for Plaintiff's Counsel, which are two small firms. If, despite these hardships and risks, the best Plaintiff's Counsel could hope for is merely to be paid its customary hourly rate multiplied by the number of hours worked on all cases (including cases like this where the lodestar is far greater than the potential fee award), then Class Counsel would not be compensated for the hardships and serious risks they faced litigating this contingency case, and would not be incentivized to take on similar cases in the future. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of \$608,000 and Costs actually incurred in the amount of \$14,721.14.

19. My hourly rate in this case is \$550 per hour, which is comparable to those of other attorneys with equal or similar experience. I have worked approximately 119 hours on this case to date. I anticipate working an additional 20 hours to finalize and file the final approval motion, and any future tasks associated with completion of the case. Thus, my total projected amount billed to this case is \$76,450.

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

21. In prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses include filing fees, mediator fee and expert fees associated with the review of the payroll records. Defendant does not oppose this request for costs. Through final approval, my office incurred \$6,049.80 in litigation costs.

22. The following are my itemized litigation costs:

Bokhour Law Group, P.C. Costs	
Type	Charge
Filing Fees	\$71.05
Mediation	\$5,000
Expert Fees	\$978.75
Total	\$6,049.80

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

IV. REASONABLENESS OF REQUESTED SERVICE AWARDS

24. I also believe that the service award of \$10,000.00 to Plaintiff, Yvonne Labra, is fair and warranted for the reasons outlined in each of their respective declarations and in the motion. She came forward and worked directly with our offices in analyzing the claims and documents, providing valuable information. (See Plaintiff's declarations for further supporting information.)

25. Indeed, her participation was an essential element of Defendants' desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. Of course, she also took on various risks, including the risk that she could have been ordered to pay Defendants' costs if she lost and the risk of retaliation and being black balled in the industry. She also has provided a full release of all claims. Defendants do not oppose the requested service award.

V. SUBMISSION TO THE LWDA

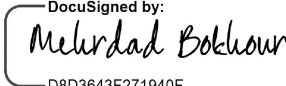
26. The Motion and declarations, including the Settlement Agreement, have been submitted to the LWDA.

VI. CONCLUSION

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

28. In compliance with California Rules of Professional Conduct, Plaintiff signed written acknowledgment agreeing to the fee sharing agreement between Class Counsel.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on August 20, 2021, in Los Angeles, California.

By: 
D8D3643F271940F...
Mehrdad Bokhour, Esq.