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Attorneys for Plaintiff Yvonne Labra and on behalf of the Proposed Class

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 Hon. Judge Ann I. Jones, Dept.
 11, for all purposes]*

**DECLARATION OF MEHRDAD
 BOKHOUR IN SUPPORT OF MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS ACTION SETTLEMENT**

Hearing

Date: XXXXXXXX, 2021

Time: xx:xx a.m.

Dept.: SS11

Complaint filed: May 15, 2020

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.

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

4. The settlement that has been reached, subject to this Court's approval, is the product of substantial effort by the parties and their counsel. The settlement was reached after extensive factual and legal investigation and research, numerous discussions, exchanges of documents and information, correspondences, a full day session of mediation with the Mark Rudy, Esq., review of pleadings, evidence and rulings in similar actions litigated elsewhere in the state, and review of similar cases in the same industry elsewhere in the country. The settlement amount is, of course, a compromise figure. It took into account the risks related to liability, damages, and all the defenses asserted by Defendants.

6. On the other hand, Defendants have argued that Plaintiff cannot meet the requirements of class certification. In particular, Defendants believes that it did paid employees for all hours worked, meal and rest periods were provided, and Defendants did not deter employees from taking meal and rest periods, and Defendants' meal and rest period policies were

1 compliant. Defendants further contends that class certification would not be warranted because
2 individual liability issues predominate Plaintiff's claims.

3 7. While Plaintiff believes in his chance of success of certifying the claims, Plaintiff
4 recognized the potential risk, expense, and complexity posed by further litigation. Litigating
5 Plaintiff's claims in this Litigation—claims that involve numerous Class Members during the Class
6 Period—would require substantial additional preparation and discovery and ultimately would
7 involve the deposition and presentation of numerous witnesses (including expert witnesses), as
8 well as the consideration, preparation, and analysis of expert reports. Therefore, should litigation
9 have progressed any further, there would have been significant expense incurred by each side.

10 8. Again, Plaintiff and Defendants have very strong positions on liability in this case.
11 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in
12 Plaintiff's operative complaint, and further denies that, for any purpose other than that of settling
13 this lawsuit, this action is appropriate for class treatment. In light of the sharply contested legal
14 and factual issues, the risks of continued litigation, and substantial benefits to Class Members
15 under the Settlement, the terms and conditions of this class settlement are fair and reasonable to
16 all sides.

17 **The Settlement Amount is Well Within Range of Reasonableness**

18 9. The settlement amount reached in this case provides significant recovery to
19 participating class members and easily falls within the range of reasonableness.

20 10. Plaintiff's counsel obtained a Gross Settlement Amount of \$1,824,000. Class
21 Counsel considers this to be an excellent settlement for class members, when taking into account
22 all issues and risks related to liability and class certification and considering the case law
23 regarding fair, reasonable, and adequate settlements. *Rebney v. Wells Fargo Bank* (1990) 220
24 Cal.App.3d 1117, 1139 ["Compromise is inherent and necessary in the settlement process ... even
25 if the relief afforded by the proposed settlement is substantially narrower than it would be if the
26 suits were to be successfully litigated, this is no bar to a class settlement because the public interest
27 may indeed be served by a voluntary settlement in which each side gives ground in the interest of
28 avoiding litigation."]; *Officers for Justice v. Civil Service Comm'n*, 688 F.2d 615, 62(9th Cir.

1 1982) 8 [“It is well-settled law that a cash settlement amounting to only a fraction of the potential
2 recovery does not ... render the settlement inadequate or unfair.”].

3 **The Proposed Attorneys’ Fees and Costs are Reasonable**

4 11. Class Counsel seeks an attorneys’ fees award of \$608,000, which is approximately
5 33.33% of the Gross Settlement Amount, and costs not to exceed \$20,000. The requested fee
6 falls well within the historical range of attorney’s fee awards under the common fund theory,
7 which is generally from 20% to 50%. The requested fee is fair compensation for undertaking
8 complex, risky, expensive, and time-consuming litigation on a contingent fee basis. This case
9 was litigated, investigated, and extensive research was conducted.

10 12. Class Counsel have borne, and continue to bear, the entire risk and cost of litigation
11 associated with this class action on a pure contingency basis. The factual and legal issues posed
12 in this case were evolving and difficult. Based on Class Counsel’s past experience in wage and
13 hour class action litigation, it is safe to state that Class Counsel is very likely to be called upon,
14 after the Class Notice has been sent, to expend substantial amounts of additional time to help
15 Class Members understand the terms of the proposed settlement, and to assist Class Members in
16 the preparation and documentation of their claims. It is also likely that, even after final approval
17 of the settlement has been granted, Class Counsel will be called upon to expend additional
18 amounts of time in the presentation and resolution of contests and disputes relating to Class
19 Members’ claims under the terms of the proposed settlement, as to the amounts of individual
20 claims and perhaps other individual issues.

21 13. The Court should preliminarily approve the requested attorneys’ fees and costs,
22 which are justified by the outstanding results achieved, the complexity of the issues, the difficulty
23 of the case, and the great risk undertaken by Class Counsel. The requested attorneys’ fees will
24 not be opposed by Defendants and are well within established guidelines.

25 14. I graduated with a Bachelor of Arts with a major in Political Science from the
26 University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law
27 School–Los Angeles in 2012 and became a member of the California State Bar in December 2012.
28 I began my legal career focusing on plaintiff-side employment litigation with an emphasis on

1 disability discrimination and harassment matters under the Fair Employment and Housing Act.
2 After practicing for several years as a member of Cohen & Lord, P.C., practicing in an amorphous
3 range of civil litigation on behalf of both plaintiffs and defendants, I opened my law firm in 2014
4 with a concentration in representation of employees against employers to recover unpaid wages
5 and vindicate harassment, discrimination and retaliation claims in various contexts.

6 15. I am also an active member of the California Employment Lawyers' Association
7 ("CELA") and have attended various Continuing Legal Education courses pertaining to advocacy
8 on behalf of employees.

9 16. I was selected as a "Super Lawyer Rising Star" in Employment Litigation during
10 the years 2017, 2018, 2019, and 2020, a distinction that is reserved for the top 5 % of lawyers in
11 the practice area.

12 17. I have been a member, in good standing, of the State Bar of California since
13 2012. I am admitted to practice before all California state courts, and the United States District
14 Court of California for the Central District, Eastern District, and Southern District and have
15 litigated class action and Private Attorneys General Act ("PAGA") representative action cases
16 in various courts in California

17 18. In addition to the instant case, I have served as class counsel in a variety of wage
18 and hour class actions. I have developed extensive litigation experience in complex employment
19 litigations matters, particularly in California wage and hour class actions representing
20 employees, such as:

21 • *Benjamin Kuripeth et al. v. Raku Gourmet, Inc.*, Case No. BC650319, Los
22 Angeles Superior Court (approval granted on March 12, 2018) (Hon. Carolyn B. Kuhl);

23 • *Caballero, et al. v. East L.A. Dialysis Center*, Case No. BC634086, Los Angeles
24 Superior Court (approval granted on May 11, 2018) (Hon. Ann. I. Jones);

25 • *Maria D. Barragan, et al. v. Mojave Foods Corporation*, Case No. BC654505,
26 Los Angeles Superior Court (approval granted on June 18, 2018) (Hon. Carolyn B. Kuhl);

27 • *Rosillo et al. v. Fashion Nova, Inc.*, Case No. BC659644, Los Angeles Superior
28 Court, (approval granted September 17, 2018) (Hon. Carolyn B. Kuhl);

- 1 • *Juan Cuevas et al v. FHI, LLC et al.*, Riverside Superior Court, Case No.
2 RIC1713814, Riverside Superior Court (approval granted on Nov. 15, 2018) (Hon. Craig G.
3 Riemer);
- 4 • *Ana Trigueros v. Prompt Apparel LA, Inc. et al.*, Case No. BC690016, Los
5 Angeles Superior Court (approval granted on March 12, 2019) (Hon.Malcolm H. Mackey);
- 6 • *Jose Castellon et al. v. GBS Linens*, Case No. 30-2017-00935887-CU-OE-CXC,
7 Orange County Superior Court, (approval granted on May 16, 2019) (Hon.Peter J. Wilson);
- 8 • *Adela Cortes et al. v. Evolution Hospitality LLC*, Case NO. BC693868, Los
9 Angeles Superior Court (approval granted on June 10, 2019) (Hon. Dennis J. Landin);
- 10 • *Maria Juarez v. Magic Laundry Services, Inc. et al.*, Case No. BC713767, Los
11 Angeles Superior Court (approval granted on June 14, 2019) (Hon. William F. Highberger);
- 12 • *Kristopher Roberts et al v. Recon Industries Inc. et al.*, Case No. BC686779, Los
13 Angeles Superior Court (approval granted on July 2, 2019) (Hon.William F. Highberger);
- 14 • *Mario Guerra v. U.S. Polymers, Inc.*, Case No. CIVDS1829174. San Bernardino
15 Superior Court (approval granted on September 20, 2019) (Hon. David S. Cohn);
- 16 • *Ramiro Melena v. Andy Frain Services, Inc.*, Case No. CIVDS1901476, San
17 Bernardino Superior Court (approval granted on October 23, 2019) (Hon. David S. Cohn);
- 18 • *Edgardo Valenzuela et al. v. G & B Employee Hotel Leasing LLC et al.*, Case
19 No. BC712475, Los Angeles Superior Court (approval granted on November 12, 2019) (Hon.
20 Ruth A. Kwan);
- 21 • *Isaias Garcia v. L.E.D. Productions, LLC*, Los Angeles Superior Court (approval
22 granted on November 22, 2019) (Hon. Michelle Williams Court);
- 23 • *Carla B. Hernandez et al. v. Screen-Tech, Inc.*, Case No. 19013755, Alameda
24 Superior Court (approval granted on June 3, 2020) (Hon. Brad Seligman);
- 25 • *Ulysses S. Diaz v. Delta Hi-Tech*, Case No. BC712862, Los Angeles Superior
26 Court (approval granted on July 16, 2020) (Hon. Ann I. Jones);
- 27 • *Alicia Mosqueda-Zavala v. Camelbak Products, LLC*, Case No. BC721315, Los
28 Angeles Superior Court (approval granted on July 20, 2020) (Hon. Daniel J. Buckley);

1 • *Amadu Kamara et al. v. Crestwood Behavioral Health, Inc.*, Case No. 34-2020-
2 00272635, Sacramento Superior Court (approval granted on August 6, 2020) (Hon. Steven M.
3 Gevercer);

4 • *Gary B. Carrizosa v. Downtown Figueroa Motors, LLC et al.*, Case No.
5 18STCV10115, Los Angeles Superior Court (approval granted on August 28, 2020) (Hon. Lia
6 Martin);

7 • *Jesus H. Robles v. Winsford II Corporation, et al.*, Case No. CIVDS1902903,
8 San Bernardino Superior Court (final approval set to be heard on November 3, 2020) (Hon.
9 David S. Cohn);

10 • *Maria Romero v. Carl Zeiss Meditec, et al.*, Case No. CIVDS1907556, San
11 Bernardino Superior Court (final approval set to be heard on November 23, 2020) (Hon. David
12 S. Cohn);

13 • *Hector Morales v. ABX Air, et al.*, Case No. CIVDS192342, San Bernardino
14 Superior Court (final approval set to be heard on November 24, 2020) (Hon. David S. Cohn);

15 • *Gilberto Alvarez v. Pre-Con Products*, Case No. 56-2019-00527761-CU-OE-
16 VTA, Ventura Superior Court (final approval set to be heard on December 17, 2020) (Hon.
17 Vincent O'Neill);

18 • *Jesus Martinez v. Global Sales & Warehousing, LLC*, Case No. 56-2019
19 00534178-CU-OE-VTA, Ventura Superior Court (final approval set to be heard on December
20 18, 2020) (Hon. Matthew P. Guasco);

21 • *Ermina Cervantes et al. v. Louis Vuitton Manufacturing, Inc.*, Case No.
22 BC663932, Los Angeles Superior Court (final approval set to be heard on January 7, 2021)
23 (Hon. Carolyn B. Kuhl); and

24 • *Viviana Sanchez v. Radiant Services Corp.*, Case No. BC626670, Los Angeles
25 Superior Court (final approval set to be heard on January 21, 2021) (Hon. Kenneth R. Freeman).

26 19. My firm has the experience, resources, and means necessary to allow us to provide
27 adequate representation as Class Counsel to all class members in this litigation. Currently, my
28 firm is acting as counsel in at least fifteen wage-and-hour class actions and co-counsel in at least

1 twenty-five other wage-and-hour class action.

2 **The Proposed Enhancement Award to Plaintiff as Class Representative is Reasonable**

3 20. Plaintiff is entitled to an enhanced award for her service as class representative
4 and risk in being the named plaintiff. Defendants do not oppose the requested enhancement to
5 Plaintiff. Class Counsel can attest that Plaintiff devoted a great deal of time and work assisting
6 counsel in this case, communicated with counsel very frequently, and was a very valuable
7 participant in the strategy for and success of the mediation. Plaintiff risked intrusive discovery
8 and the payment of employer costs. In the experience of Class Counsel, the typical enhancement
9 award in wage and hour class actions ranges from approximately \$10,000 to \$40,000, although
10 some awards are higher. Class Counsel seeks an enhancement of \$10,000 to Plaintiff, Yvonne
11 Labra, for her service.

12 **Class Certification**

13 **Numerosity & Ascertainability**

14 21. California law requires the class to be so numerous that utilization of the class
15 action procedure will inure to the benefit of the judicial system. *Richmond v. Dart Indus., Inc.*
16 (1981) 29 Cal.3d 462, 470. The Defendant identified potential class members from its time and
17 payroll records and upon final preliminary approval has agreed to provide the class list to the
18 Claims Administrator. Defendants identified approximately 1,100 non-exempt employees during
19 the class period. This number exceeds the minimum number of individuals required to meet the
20 numerosity requirement.

21 **Commonality**

22 22. California law also requires that “questions of law or fact common to the class [be]
23 substantially similar and predominate over the questions affecting the individual members.”
24 Common issues predominate when they would be “the principal issues in any individual action,
25 both in terms of time to be expended in their proof and of their importance.” *Vasquez*, 4 Cal.3d
26 at 810. Common questions need only be “sufficiently pervasive to permit adjudication in a class
27 action rather than in a multiplicity of suits.” *Id.* Commonality is easily satisfied if there is one
28 issue common to class members. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1988).

23. Here, common issues, without limitation, include whether Defendant violated applicable wage and hour laws, *i.e.*, failed to pay its non-exempt employees minimum and overtime wages, failed to provide meal or rest breaks or compensation in lieu thereof, failed to provide compliant wage statements, and failed to timely pay all earned wages to terminated and/or resigned employees. Because there are common issues, this requirement is satisfied for purposes of settlement.

Typicality

24. Typicality requires only that the named plaintiff's interests in the action be significantly similar to those of other class members. A representative plaintiff's claims are typical if they arise from the same event, practice, or course of conduct that gives rise to the claims of other class members, and if his or her claims are based on the same legal theories. *Miller v. Woods* (1983) 16 Cal.App.3d 862, 874. Indeed, when the same underlying conduct affects the named plaintiffs and the class sought to be represented, the typicality requirement is met irrespective of any varying fact patterns that may underlie individual claims. *Daniels v. Centennial Group, Inc.* (1993) 16 Cal.App.4th 467, 473 (named plaintiff's interests must only be significantly similar to other class members).

20. In this case, Plaintiff's claims are precisely the same as those of the class she seeks to represent like other members of the Class, she was employed by Defendants during the relevant time period, performed similar duties for Defendants, and Defendants' policies and procedures were uniformly applied to its employees.

Adequacy of Representation

25. No conflicts, disabling or otherwise, exist between the Class Representative and Class Members because Plaintiff has allegedly been damaged by the same alleged conduct and has the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery. Indeed, the Class Representative stands in the same shoes as the Class Members with the same incentive to maximize the overall recovery.

26. Class Counsel are experienced class action attorneys, have been appointed as class counsel in numerous class actions, and have a successful track record in litigating class actions.

1 After a thorough investigation and settlement discussions, the parties arrived at terms that they
2 viewed was in the best interest of both the Class Members and the Parties.

3 27. Plaintiff's goals have been realized to have redress for the employees whose wage
4 and hour rights were violated. While Defendants deny liability, it has nonetheless agreed to settle
5 the matter to avoid any potential expense. Should the Court refuse to grant preliminary approval
6 of this Settlement, many of the Class Members may be denied any recourse for Defendant's
7 alleged violations.

8 **Superiority of Class Action**

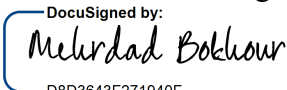
9 28. Also relevant to the Court's certification decision is whether a class action is the
10 superior method of adjudication. *Schneider*, 183 Cal.App.3d at 1347. The California Supreme
11 Court has "repeatedly emphasized the importance of the class action device for vindicating the
12 rights asserted by large groups of persons." *Keating v. Sup. Ct.* (1982) 31 Cal.3d at 469
13 (recognizing that class actions are useful for fashioning effective and inclusive group remedy).
14 The class device is even more appropriate to adjudicate the rights of large numbers of similarly
15 situated victims who lack the sophistication, financial wherewithal, or individual incentive to sue
16 on their own. For example, in *Vasquez v. Sup. Ct.*, the California Supreme Court emphasized that
17 "[i]ndividual actions by each of the defrauded consumers is often impracticable because the
18 amount of individual recovery would be insufficient to justify bringing a separate action; thus, an
19 unscrupulous seller retains the benefits of its wrongful conduct." *Vasquez v. Superior Court*
20 (1971) 4 Cal.3d 800, 808. This case is no exception. Given the size of the potential individual
21 recovery, it would be impracticable to bring each Class Member's claim as an individual claim.

22 29. Accordingly, the Class meets all criteria for certification and should be certified
23 for purposes of effectuating this settlement. *Hogya v. Sup. Ct.* (1977) 75 Cal.App.3d 122 (if the
24 action satisfies the statutory criteria, the court must certify the class); *Dunk*, 48 Cal.App.4th at
25 1807 n. 19 (a lesser standard of scrutiny applies when evaluating these criteria for settlement
26 purposes and courts should take settlement into account in evaluating class certification); *Amchen*
27 *Products, Inc. v. Windsor* (1977) 521 U.S. 591, 620 (because the Court is certifying this action
28 for settlement purposes only, it need not determine whether the class would be manageable for

1 litigation purposes).

2 30. In compliance with California Rules of Professional Conduct, Plaintiff signed a
3 retainer agreement that includes a fee sharing agreement.

4 I declare under penalty of perjury under the laws of the state of California that the
5 foregoing is true and correct on this 24th day of March 2021, at Los Angeles, California.

6
7 By: 
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9 Mehrdad Bokhour, Esq.
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