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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALEX FURTADO, an Individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

BAMIA 2, LLC, a California limited
liability company; REEF GLOBAL, INC.,
a Florida Corporation; REEF
TECHNOLOGY, INC., a corporate form
unknown; and DOES 1-100, Inclusive,

Defendants.

CASE NO.: 21STCV37585

*[Assigned for all purposes to the Honorable
Elihu M. Berle, Department 006]*

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

Date: TBD
Time: TBD
Dept.: 6

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1 **The Allocation for Enhancement Awards Is Reasonable**

2 6. Subject to Court approval, Plaintiffs will each seek a Class Representative Service
3 Payment in the amounts of \$10,000. The Service Payment will be paid in addition to Plaintiffs'
4 individual Settlement Share. Plaintiffs spent considerable time and effort to produce relevant
5 documents and past employment records and provide the facts and evidence necessary to support the
6 allegations. Plaintiffs were available whenever class counsel needed her and tried to obtain documents
7 and information that would benefit the Class.

8 **The Allocation for Attorneys' Fees and Costs Are Reasonable**

9 7. The Settlement provides for Class Counsel to apply for attorneys' fees in an amount
10 of \$466,200.00 which represents one third of the settlement amount. Class Counsel will apply for
11 attorneys' fees at the time of seeking final approval of the proposed Settlement.

12 8. The Class Counsel Fees Payment provided for by the Settlement is reasonable,
13 particularly in light of the time and effort expended by Class Counsel. Class Counsel litigated this
14 case for over a year, with the possibility of an unsuccessful outcome and no fee recovery of any kind.
15 The ongoing work has been demanding and ultimately successful in achieving a substantial
16 Settlement. Given the strengths and weaknesses of the claims and the risk and expense of further
17 litigation, Plaintiffs believe that his counsel achieved an excellent result on behalf of the Class.
18 Considering the amount of the fees to be requested, the work performed, and the risks incurred, the
19 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment provided for by the
20 Settlement are reasonable and should be awarded.

21 9. Class Counsel have borne, and continue to bear, the entire risk and cost of
22 litigation associated with this class action on a pure contingency basis. The factual and legal
23 issues posed in this case were evolving and difficult. Based on Class Counsels' past experience
24 in wage and hour class action litigation, it is safe to state that Class Counsel is very likely to be
25 called upon, after the Class Notice has been sent, to expend substantial amounts of additional time
26 to help Class Members understand the terms of the proposed settlement, and to assist Class
27 Members in the preparation and documentation of their claims. It is also likely that, even after
28 final approval of the settlement has been granted, Class Counsel will be called upon to expend

1 additional amounts of time in the presentation and resolution of contests and disputes relating to
2 Class Members' claims under the terms of the proposed settlement, as to the amounts of
3 individual claims and perhaps other individual issues.

4 10. The Court should preliminarily approve the requested Class Counsel Fees
5 Payment and Class Counsel Litigation Expenses Payment which are justified by the outstanding
6 results achieved, the complexity of the issues, the difficulty of the case, and the great risk
7 undertaken by Class Counsel. The requested payments will not be opposed by Defendants and
8 are well within established guidelines.

9 11. My firm's litigation expense will not exceed \$2,000.

10 12. I graduated with a Bachelor of Arts with a major in Political Science from the
11 University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law
12 School-Los Angeles in 2012 and became a member of the California State Bar in December
13 2012.

14 13. I opened my law firm in 2014 with a concentration in representation of employees
15 against employers to recover unpaid wages and vindicate harassment, discrimination and
16 retaliation claims in various contexts.

17 14. I was selected as a "Super Lawyer Rising Star" in Employment Litigation during
18 the years 2017, 2018, 2019, 2020, and 2021, and in 2022 and 2022, I was selected as a "Super
19 Lawyer", a distinction that is reserved for the top 2.5% of lawyers in the practice area.

20 15. I have also been recognized by TopVerdicts.com for achieving several of the top
21 wage and hour class and PAGA action settlements in California.

22 16. I am also an active member of the California Employment Lawyers' Association
23 and have attended various Continuing Legal Education courses pertaining to advocacy on behalf
24 of employees.

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

The Settlement Resulted From Serious, Informed Negotiations

18. 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, 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 considered the risks related to liability, damages, and all the defenses asserted by Defendant.

19. Plaintiffs assert that the wage and hour claims and the PAGA claims for resulting penalties would be certified. Plaintiffs' counsel reviewed documents produced by Defendant, including but not limited to employee handbooks, time and payroll records for Class Members, etc., and based thereon reasonably believed that Plaintiffs would have a significant chance of certifying the Class.

20. On the other hand, Defendants argued that Plaintiffs cannot meet the requirements of class certification. Defendants believe that compliant meal and rest periods were provided, and Defendants did not deter employees from taking compliant meal and rest periods, and Defendants' meal and rest period policies were likewise compliant. Defendants further contended that class certification would not be warranted because individual liability issues predominate Plaintiffs' claims.

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

1 22. Plaintiffs and Defendants have very strong positions on liability in this case.
2 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in
3 Plaintiff's operative complaint, and further denies that, for any purpose other than that of settling
4 this lawsuit, this action is appropriate for class treatment. Considering the sharply contested legal
5 and factual issues, the risks of continued litigation, and substantial benefits to Class Members
6 under the Settlement, the terms and conditions of this class settlement are fair and reasonable to
7 all sides.

8 23. Class Counsel conducted a thorough investigation into the facts of the case, including,
9 *inter alia*, interviews with Plaintiffs and multiple Class Members, and diligently investigated the
10 allegations in this lawsuit. Class Counsel reviewed a large volume of pages of documents and data
11 produced by Defendants and obtained through other sources, including and not limited to, Plaintiffs
12 and other Class Members, employment records (including, *inter alia*, time and payroll data,
13 timecards, earning statements, and personnel records), as well as excerpts of Defendant's employee
14 handbook (such as excerpts pertaining to Defendant's meal and rest break policies), class-wide data,
15 various documents regarding Defendant's wage-and-hour policies, various internal memoranda
16 various agreements, various training and on-boarding material, and various forms, among other
17 information and documents.

18 24. The parties exchanged information and documents formally and informally. The
19 parties also met and conferred on numerous occasions over issues relating to the pleadings,
20 jurisdiction, vigorous motion practice, and discovery. The parties reached the Settlement after
21 reviewing all available evidence, arm's-length bargaining, and participating in mediation conducted
22 by a well-respected mediator experienced in handling complex wage-and-hour matters.

23 25. During the mediation, the parties exchanged information and discussed various
24 aspects of the case, including, and not limited to, Plaintiffs' claims, the risks and delays of further
25 litigation and of proceeding with certification and/or representative adjudication, the law relating to
26 rounding theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative
27 claims, the evidence produced and analyzed, and the possibility of appeals, among other things.

1 26. During all settlement discussions, the parties conducted their negotiations at arm's
2 length from an adversarial position. Arriving at a settlement that was acceptable to both parties was
3 not easy. The data and documents produced and obtained in this case enabled Class Counsel to prepare
4 damages/valuation models in preparation for the mediation, to determine the value and strength of
5 the claims.

6 27. With the aid of the mediator's evaluations, the parties agreed that the Action was well-
7 suited for settlement given the legal issues relating to the claims, as well as the costs and risks to both
8 sides that would attend further litigation. The Settlement takes into account the strengths and
9 weaknesses of each side's position and the uncertainty of how the case might have concluded at
10 certification, trial, and/or appeals.

11 28. The Settlement is based on this large volume of facts, evidence, and investigation, and
12 the parties' negotiations during the mediation. While the parties disagree over the merits and
13 certifiability of Plaintiff's claims, Plaintiffs and Class Counsel agree that the Settlement is fair,
14 reasonable, adequate, and in the best interest of the Class, in light of all known facts and
15 circumstances.

16 29. In addition to the cases identified in the Settlement Agreement, I am not aware of
17 any class representative or other collective action in any other court in this or any other
18 jurisdiction that asserts claims like those asserted in this action on behalf of a class or group of
19 individuals who would also be members of the class defined in this action. Before making this
20 determination, I made a reasonable inquiry of other members of my firm and any associated law
21 firm to determine whether those individuals are aware of any such similar actions. They were
22 likewise unaware of any other action.

23 30. The proposed Class Notice provides the best notice practicable and is adequate
24 because Defendants is in possession of the addresses for Class Members. While Class Counsel
25 considered alternative methods such as publication or notice via the web or social media, it ultimately
26 determined that first class mail was the best choice given that the identities of the Class Members are
27 known and readily identifiable from Defendant's records.

1 31. Plaintiffs have concurrently submitted the settlement to the LWDA in accordance
2 with Labor Code Section 2699(1)(2).

3 32. In compliance with California Rules of Professional Conduct, Plaintiffs signed a
4 retainer agreement that includes a fee sharing

5 I declare under penalty of perjury under the laws of the state of California that the
6 foregoing is true and correct this 30h day of June 2023, at Los Angeles, California.

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8 /s/ Merhdad Bokhour
9 Mehrdad Bokhour
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