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Attorneys for Plaintiff Adriana Munoz
and Proposed Class Counsel

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

ADRIANA MUNOZ, on behalf of herself
and all "aggrieved employees" pursuant to
Labor Code § 2698 et seq.,

Plaintiffs,

v.

SONOCO PLASTICS, INC., a Delaware
corporation, PENINSULA PACKAGING,
LLC, a California limited liability
company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: VCU292220

Assigned to Hon. John P. Bianco, Dept. 2

CLASS ACTION

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

Date: October 23, 2023

Time: 8:30 a.m.

Dept.: 2

Complaint Filed: June 23, 2022

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15 Attorneys for Plaintiff Samuel Aguirre
16 and Proposed Class Counsel

1 I, Mehrdad Bokhour, say and declare, as follows:

2 1. I am an attorney at law, duly licensed to practice before all the Courts of the State
3 of California and I am the principal of Bokhour Law Group, P.C., co-counsel with Gaines &
4 Gaines, APLC, Falakassa Law, P.C., as attorneys of record for Plaintiffs Adrianna Munoz and
5 Samuel Aguirre ("Plaintiffs") and the Class.

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

8 **Procedural History**

9 3. Plaintiffs submitted a letter to the Labor Workforce Development Agency (the
10 "LWDA") for civil penalties under the Private Attorney General Act of 2004 (the "PAGA"), and
11 simultaneously sent a letter to Defendants requesting the production of personnel and timekeeping
12 records in order to further evaluate his wage and hour claims.

13 4. On June 23, 2022, Plaintiff Muonz filed a putative wage-and-hour class action
14 complaint against Defendants alleging various Labor Code violations.

15 5. On October 3, 2022, Plaintiff Aguirre filed a similar putative wage-and-hour class
16 action complaint against Defendants for substantially similar Labor Code violations.

17 6. Plaintiffs thereafter filed an amended consolidated complaint.

18 7. Defendants retained counsel and immediately began to defend the case. The parties
19 met and conferred and discussed staying formal discovery and pursuing informal discovery in
20 connection with mediation. The Parties then scheduled mediation with Steve Pearl, Esq. on May
21 26, 2023.

22 8. In preparation for the mediation, the Parties informally exchanged documents and
23 information that allowed both sides to calculate the potential damages and evaluate potential risk,
24 including policies and procedures pertaining to each claim alleged, and statistics relating to the
25 number of current and former employees, number of shifts, pay periods worked and other things.
26 Defendants also provided its written policies and practices and a robust sampling of payroll and
27 timekeeping records for Class Members. This information enabled both parties to take a deep dive
28 into the claims. Additionally, during this process, Plaintiffs and their counsel analyzed, researched,

1 and investigated the potential issues, including matters related to the calculation of damages, trial,
2 and appellate issues and risks.

3 **The Settlement Is Within the Range of Possible Approval**

4 9. The Settlement amount reached in this case provides significant recovery to
5 Participating Class Members and easily falls within the range of reasonableness.

6 10. Plaintiffs' counsel obtained a Settlement Amount of \$660,000. Class Counsel
7 considers this to be an excellent settlement for Class Members, when taking into account all issues
8 and risks related to liability and class certification and considering the case law regarding fair,
9 reasonable, and adequate settlements. *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117,
10 1139 ["Compromise is inherent and necessary in the settlement process ... even if the relief afforded
11 by the proposed settlement is substantially narrower than it would be if the suits were to be
12 successfully litigated, this is no bar to a class settlement because the public interest may indeed be
13 served by a voluntary settlement in which each side gives ground in the interest of avoiding
14 litigation."]; *Officers for Justice v. Civil Service Comm'n*, 688 F.2d 615, 62 (9th Cir. 1982) 8 ["It is
15 well-settled law that a cash settlement amounting to only a fraction of the potential recovery does
16 not ... render the settlement inadequate or unfair."].

17 11. The proposed settlement reflects the realistic estimated recovery the Class could
18 reasonably expect in light of the significant litigation risks, and will provide tangible, monetary
19 compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered
20 in this case exceeds percentages routinely approved by courts.

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

22 12. Subject to Court approval, Plaintiffs will receive a Class Representative Service
23 Payment in the amounts of \$15,000, each. The Service Payment will be paid in addition to Plaintiffs'
24 individual Settlement Share. Plaintiffs spent considerable time and effort to produce relevant
25 documents and past employment records and provide the facts and evidence necessary to support the
26 allegations. Plaintiffs were available whenever class counsel needed her and tried to obtain documents
27 and information that would benefit the Class.

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

1 13. The Settlement provides for Class Counsel to apply for attorneys' fees in an amount of
2 \$220,000 which represents one third of the settlement amount. Class Counsel will apply for attorneys'
3 fees at the time of seeking final approval of the proposed Settlement.

4 14. The Class Counsel Fees Payment provided for by the Settlement is reasonable,
5 particularly in light of the time and effort expended by Class Counsel. Class Counsel litigated this case
6 for over a year, with the possibility of an unsuccessful outcome and no fee recovery of any kind. The
7 ongoing work has been demanding and ultimately successful in achieving a substantial Settlement.
8 Given the strengths and weaknesses of the claims and the risk and expense of further litigation, Plaintiffs
9 believe that their counsel achieved an excellent result on behalf of the Class. Considering the amount of
10 the fees to be requested, the work performed, and the risks incurred, the Class Counsel Award provided
11 for by the Settlement are reasonable and should be awarded.

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

23 16. The Court should preliminarily approve the requested Class Counsel Award which
24 are justified by the outstanding results achieved, the complexity of the issues, the difficulty of the
25 case, and the great risk undertaken by Class Counsel. The requested payments will not be opposed
26 by Defendants and are well within established guidelines.

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1 17. I graduated with a Bachelor of Arts with a major in Political Science from the
2 University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law School—
3 Los Angeles in 2012 and became a member of the California State Bar in December 2012.

4 18. I opened my law firm in 2014 with a concentration in representation of employees
5 against employers to recover unpaid wages and vindicate harassment, discrimination, and retaliation
6 claims in various contexts.

7 19. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the
8 years 2017 through 2022, and in 2023, I was selected as a “Super Lawyer”, a distinction that is
9 reserved for the top 2.5% of lawyers in the practice area.

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

12 21. I am also an active member of the California Employment Lawyers’ Association and
13 have attended various Continuing Legal Education courses pertaining to advocacy on behalf of
14 employees.

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

19 **The Settlement Resulted From Serious, Informed Negotiations**

20 23. The Settlement that has been reached, subject to this Court’s approval, is the product
21 of substantial effort by the parties and their counsel. The settlement was reached after extensive
22 factual and legal investigation and research, numerous discussions, exchanges of documents and
23 information, correspondences, a full day session of mediation, review of pleadings, evidence and
24 rulings in similar actions litigated elsewhere in the state, and review of similar cases in the same
25 industry elsewhere in the country. The Settlement amount is, of course, a compromise figure. It
26 considered the risks related to liability, damages, and all the defenses asserted by Defendants.

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

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

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

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

25 28. Class Counsel conducted a thorough investigation into the facts of the case, including,
26 *inter alia*, interviews with Plaintiffs and multiple Class Members, and diligently investigated the
27 allegations in this lawsuit. Class Counsel reviewed a large volume of pages of documents and data
28 produced by Defendants and obtained through other sources, including and not limited to, Plaintiffs and

1 other Class Members, employment records (including, *inter alia*, time and payroll data, timecards,
2 earning statements, and personnel records), as well as excerpts of Defendant's employee handbook (such
3 as excerpts pertaining to Defendants' meal and rest break policies), class-wide data, various documents
4 regarding Defendants' wage-and-hour policies, various internal memoranda various agreements, various
5 training and on-boarding material, and various forms, among other information and documents.

6 29. The parties exchanged information and documents formally and informally. The parties
7 also met and conferred on numerous occasions over issues relating to the pleadings, jurisdiction,
8 vigorous motion practice, and discovery. The parties reached the Settlement after reviewing all available
9 evidence, arm's-length bargaining, and participating in mediation conducted by Steve Pearl, Esq., a well-
10 respected mediator experienced in handling complex wage-and-hour matters. During the mediation, the
11 parties exchanged information and discussed various aspects of the case, including, and not limited to,
12 Plaintiffs' claims, the risks and delays of further litigation and of proceeding with certification and/or
13 representative adjudication, the law relating to rounding theory, meal and rest periods, wage-and-hour
14 enforcement, and PAGA representative claims, the evidence produced and analyzed, and the possibility
15 of appeals, among other things.

16 30. The parties reached the Settlement after reviewing all available evidence, arm's-length
17 bargaining, and participating in mediation conducted by a well-respected mediator experienced in
18 handling complex wage-and-hour matters. During the mediation, the parties exchanged information and
19 discussed various aspects of the case, including, and not limited to, Plaintiff's claims, the risks and delays
20 of further litigation and of proceeding with certification and/or representative adjudication, the law
21 relating to regular rate theory, meal and rest periods, wage-and-hour enforcement, and PAGA
22 representative claims, the evidence produced and analyzed, and the possibility of appeals, among other
23 things.

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

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

6 33. The Settlement is based on this large volume of facts, evidence, and investigation, and
7 the parties' negotiations during the mediation. While the parties disagree over the merits and certifiability
8 of Plaintiffs' claims, Plaintiffs and Class Counsel agree that the Settlement is fair, reasonable, adequate,
9 and in the best interest of the Class, in light of all known facts and circumstances.

10 34. I am not aware of any class representative or other collective action in any other court
11 in this or any other jurisdiction that asserts claims like those asserted in this action on behalf of a
12 class or group of individuals who would also be members of the class defined in this action. Before
13 making this determination, I made a reasonable inquiry of other members of my firm and any
14 associated law firm to determine whether those individuals are aware of any such similar actions.
15 They were likewise unaware of any other action.

16 35. The proposed Class Notice provides the best notice practicable and is adequate because
17 Defendants are in possession of the contact information for Class Members. While Class Counsel
18 considered alternative methods such as publication or notice via the web or social media, it ultimately
19 determined that first class mail was the best choice given that the identities of the Class Members are
20 known and readily identifiable from Defendant's records.

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

23 37. In compliance with California Rules of Professional Conduct, Plaintiffs signed a fee
24 split agreement that provides that fees will be allocated between Class Counsel as follows: 80% to
25 Gaines & Gaines, APLC; 10% to Falakassa Law, P.C.; and 10% to Bokhour Law Group, PC.

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

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this fifth day of September 2023, at Los Angeles, California.

/s/ Mehrdad Bokhour

Mehrdad Bokhour