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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

**IN RE: STANISLAUS FOOD PRODUCTS
COMPANY EMPLOYMENT CASES**

CASE NO.: CV-23-001433

Included Actions:

Assigned to the Hon. John Freeland

*Rigoberto Valle v. Stanislaus Food Products
Company, Case No. CV-23-001433*

*Mario Castillo v. Stanislaus Food Products
Company, Case No. CV-23-003465*

*Victoria Martinez v. Stanislaus Food Products
Company, Case No. CV-23-004653*

*Rebeca Balbuena Andres v. Stanislaus Food
Products Company, Case No. CV-23-007019*

*Martin Sohal v. Stanislaus Food Products
Company, Case No. CV-24-000548*

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

Hearing

Date: December 20, 2024

Time: 8:30 a.m.

Dept.: 23

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

3 **Class Counsel Are Experienced Class Litigators**

4 2. I graduated with a Bachelor of Arts in Political Science from the University of
5 California, Berkeley, in 2007. I received my J.D. from Loyola Law School—Los Angeles in 2012
6 and became a member of the California State Bar in December 2012.

7 3. Before beginning my legal career, I served as a judicial extern for the Honorable
8 Justice Fred Woods of the Second District Court of Appeal and as an appellate law clerk at Greines,
9 Martin, Stein & Richland LLP.

10 4. I have been a member, in good standing, of the State Bar of California since 2012. I
11 am admitted to practice before all California state courts, the U.S. Court of Appeals for the Ninth
12 Circuit Court, the U.S. District Court for the Central District of California, Eastern District of
13 California, Northern District of California, and Southern District of California and have litigated
14 class action and Private Attorneys General Act (“PAGA”) representative action cases in various
15 courts in California.

16 5. During my eleven years in practice, I have handled approximately 150 employment
17 litigation matters. Over the last eight years, my practice has exclusively represented employees, most
18 of which included class action and representative action wage and hour matters. Various courts have
19 appointed me as class counsel and granted me final court approval and judgment in numerous class
20 actions. I anticipate receiving final approval for many more in the future.

21 6. As part of these settlements and judgments, I have recovered at least 250 million
22 dollars in damages for my clients and the class members (who often work as essential workers, nurses,
23 technicians, warehouse workers, truck drivers, sales, and countless other trades).

24 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation from 2017
25 through 2022 and as a “Super Lawyer” in 2023-2025, a distinction reserved for the top 2.5% of
26 lawyers in the practice area.

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

1 9. I am an active member of the California Employment Lawyers Association
2 (“CELA”) and have attended numerous Continuing Legal Education courses on employee
3 advocacy.

4 10. My firm has the experience, resources, and means necessary to allow us to provide
5 adequate representation to all Settlement Class Members in this Action.

6 11. Currently, my firm is acting as counsel in at least twenty-five wage-and-hour class
7 actions and co-counsel in at least thirty others.

8 12. Class Counsel are respected members of the California Bar with strong records of
9 vigorous and effective advocacy for their clients. They are also experienced in handling complex
10 class action litigation. Both Class Counsel and Plaintiffs were prepared to litigate the claims in this
11 action, but they strongly and unequivocally support the proposed Settlement as being in the best
12 interest of the Settlement Class based on the circumstances referenced herein.

13 13. In the opinion of Class Counsel, the recovery for each Settlement Class Member is
14 well within the acceptable range for this type of action. This Settlement is also favorable given that
15 the Settlement Class will promptly receive compensation rather than facing uncertainties inherent
16 in further litigation and waiting years for this action to be tried. It also tells that the Settlement
17 Class has overwhelmingly supported the Settlement on the terms outlined in the Settlement
18 Agreement. No Settlement Class Member has objected to the class-wide Settlement obtained in
19 this matter, and no Settlement Class Member requested exclusion from the Settlement. Based on
20 all considerations, this Settlement is highly favorable and is in the best interests of the Settlement
21 Class.

22 14. In sum, all relevant factors support final approval of the Settlement. The parties
23 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
24 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,
25 Class Counsel, who is an experienced class action litigator, strongly believes that this Settlement
26 provides an excellent result for the Settlement Class. Lastly, the fact that there were no objections
27 filed that asked for final approval to be denied and zero requests for exclusion from the Settlement
28 weighs strongly in favor of approval of the Settlement. For these reasons, this Court should

1 conclude that under the circumstances of this case, the proposed Settlement is fair, adequate, and
2 well within the range of reasonableness.

3 **The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate**

4 15. Class Counsel's application for an award of Attorneys' Fees in an amount of
5 approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable
6 and fair. The requested fee falls on the lower end of the benchmark for attorneys' fees of 25% to
7 40% of a common fund and is fair compensation for undertaking complex, risky, expensive, and
8 time-consuming litigation on a contingent basis.

9 16. For Class Counsel, the fees here were wholly contingent in nature, and the case
10 presented far more risk than the usual contingent fee case. There was the prospect of the enormous
11 cost inherent in class action litigation and a long battle with a corporate Defendant. That prospect
12 has previously become a reality in trial courts and the Court of Appeal in other wage and hour class
13 litigations. Class Counsel risked not only a great deal of time but also a great deal of expense to
14 ensure the successful litigation of this action on behalf of all Settlement Class Members. Based
15 upon the foregoing, Class Counsel respectfully requests that the Court award attorneys' fees in the
16 amount of \$1,166,666.67.

17 17. My firm's hours are set forth below:

Attorney	Experience	Rate per Hour	Hours	Total Lodestar
Mehrdad Bokhour	13 years	\$700	95 ¹	\$66,500
Carlos Garcia	13 years	\$150	15	\$2,250
Total Lodestar				\$68,750

18 18. The ultimate result was far from certain when this case was taken on a contingency
19 fee basis, with the firm agreeing to assume responsibility for all litigation costs. In the course of this
20 Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation
21 costs. There was never a guarantee that we would recoup those expenditures.

22 19. It has been my experience that the benchmark for an attorney fee award in California
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27 ¹ Includes an estimated 10-15 hours of work finalizing this motion, attending final approval, working with
28 Defense Counsel and the Administrator finalizing this matter, submitting a declaration of disbursement, and
other ancillary matters.

1 state cases is one-third of a common settlement fund, which the California Supreme Court recently
2 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class Counsel
3 is seeking a fee of \$1,166,666.67, one-third of the Settlement Amount.

4 20. The fee is warranted because of the results achieved for the Settlement Class Members,
5 both in terms of the immediate cash settlement and the resounding support for the Settlement.
6 Defendant does not oppose this fee request.

7 21. The following are the itemized litigation costs (actually incurred) for the above-
8 referenced matter:

9	•	Expert Fee	\$8,680
10	•	Mediation Fee	\$5,666.67
11	•	Service of Process	\$82.40
12	•	Filing Fees	\$1,835.14
13	•	Remote Appearance	\$67.70
14	•	Total	\$16,331.91

15 22. The proposed settlement has been previously submitted in accordance with Labor
16 Code § 2699(l)(2) to the Labor and Workforce Development Agency.

17 23. The proposed Settlement here was the product of arm's-length negotiation before a
18 highly experienced and reputable class action mediator, Tripper Ortman, Esq., to reach a settlement.

19 24. Plaintiffs and Class Counsel have diligently investigated the claims raised in this
20 litigation and, after taking into account the disputed factual and legal issues involved in this action,
21 the risks attending further prosecution, and the benefits to be received pursuant to the compromise
22 and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are
23 fair, reasonable, and in the best interest of the Settlement Class.

24 25. As the Settlement Agreement reveals, there is no preferential treatment for any
25 segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate
26 all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties have
27 disclosed the agreed upon and proposed Attorneys' Fees, which are well within the range of
28 reasonableness for matters of this nature.

26. As set forth at the time of preliminary approval, Class Counsels' investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping and pay data, policies and procedures, and evidence relating to the class size and the commonality of the claims. During this process, Plaintiffs and Class Counsel investigated the potential claims of the similarly situated employees and researched and investigated Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant regarding the total Settlement Class Members, the number of current and former employees, and the number of employees who worked during various time periods and prepared comprehensive damages calculations regarding the wage and hour claims at issue.

27. In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the total Settlement amount is, of course, a compromise figure, the potential risks and opportunities of both parties were effectively weighed and considered by the parties, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in class certification and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant denies that any damages should be assessed and denies all of the value estimated by Plaintiffs.

28. Moreover, as further detailed in the Plaintiffs's Motion for Preliminary Approval of Class Action Settlement, the Defendant strongly disputed the merits of the case and the damages on several grounds.

29. The Settlement should be approved, and judgment entered based on the determination that it is fair, reasonable, adequate, and in the best interests of the Settlement Class.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 25th of November 2024, at Los Angeles, California.

By: /s/ Mehrdad Bokhour, Esq
Mehrdad Bokhour, Esq

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