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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JOSHUA D. HODGES, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

CALIFORNIA TRUCK CENTERS, LLC,
a California Limited Liability Company;
DELTA TRUCK CENTER, a California
Company; and DOES 1 through 100,

Defendants.

CASE NO. STK-CV-UOE-2022-0000168

*[Case assigned for all purposes to the Hon.
George J. Abdallah, Dept. 10A]*

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

Action Filed: January 10, 2022

Trial Date: None Set

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I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney licensed to practice law before all courts of the State of California. I am the principal of Bokhour Law Group, P.C., and serve as counsel of record for Plaintiff Joshua Hodges (“Plaintiff”) and the putative Class, along with Paul K. Haines, Fletcher W. Schmidt, and Andrew Rowbotham and Joshua S. Falakassa of Falakassa Law, P.C.

2. I am familiar with the files and records in this matter. If called to testify, I could and would competently testify to the facts stated herein, all of which are based on my personal knowledge.

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

4. I have been a member in good standing of the State Bar of California since 2012. I am admitted to practice before all California state courts and the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California. I have litigated numerous wage-and-hour class and representative actions under the Private Attorneys General Act (“PAGA”) across the state.

5. I graduated from the University of California, Berkeley in 2007 and received my Juris Doctor from Loyola Law School, Los Angeles, in 2012. I began my legal career representing employees in matters involving disability discrimination and harassment under the Fair Employment and Housing Act. In 2014, I founded Bokhour Law Group, P.C.. Since then, my practice has focused exclusively on representing employees in wage-and-hour, discrimination, harassment, and retaliation matters. A substantial portion of my caseload involves class actions, representative PAGA claims, or both.

6. I am an active member of the California Employment Lawyers Association (“CELA”) and have attended numerous Continuing Legal Education courses focused on employee rights advocacy. My firm has the experience, resources, and capacity to adequately represent the Class. Currently, we serve as lead counsel in over twenty-five wage-and-hour class actions and as co-counsel in at least twenty more.

1 7. I have been recognized as a “Super Lawyer Rising Star” in Employment Litigation
2 from 2017 through 2021, and as a “Super Lawyer” in 2022 through 2025, an honor awarded to no
3 more than 2.5% of attorneys in the practice area. I have also been recognized by TopVerdicts.com
4 for securing several of the top settlements in wage-and-hour class and PAGA actions in California.

5 8. My office has played a meaningful role in investigating, prosecuting, and resolving
6 this case. We conducted substantial factual and legal analysis and participated in meaningful
7 informal discovery and information exchange with Defense counsel. These efforts culminated in a
8 successful mediation facilitated by experienced mediator Tripper Ortman, Esq., resulting in the
9 proposed class-wide Settlement.

10 9. In light of the risks inherent in continued litigation—including contested factual and
11 legal issues—Plaintiff’s counsel believes the Settlement is fair, reasonable, and adequate. The
12 resolution was reached through arm’s-length negotiations between experienced counsel after an
13 informed exchange of relevant documents and data.

14 10. The Settlement was reached through adversarial yet professional negotiations,
15 facilitated by an experienced mediator with expertise in wage-and-hour class actions. The result
16 reflects significant effort and advocacy by both sides.

17 11. While Plaintiff and counsel were confident in the strength of the claims and the ability
18 to achieve class certification, they also recognized the risks, costs, and potential delays of ongoing
19 litigation, including the possibility of adverse rulings at certification, summary judgment, trial, or on
20 appeal.

21 12. The Settlement provides fair and proportionate payments to each Class Member based
22 on the number of Compensable Workweeks worked during the Class Period. Plaintiff’s counsel
23 conducted thorough investigation and analysis with the aim of maximizing recovery while avoiding
24 the expense and delay of protracted litigation. In our judgment, the Settlement is in the best interests
25 of the Class.

26 13. Plaintiff’s counsel performed extensive informal discovery, including review and
27 analysis of Defendant’s policies, payroll and time records, personnel documents, and wage
28 statements. We also engaged in sampling and extrapolation of class-wide data to assess damages and

1 evaluate the strength of the claims.

2 14. Based on our collective experience in wage-and-hour class and PAGA litigation,
3 Joshua S. Falakassa and I believe the proposed Settlement is fair, reasonable, and adequate. It
4 provides meaningful compensation to the Class while avoiding the risks and delays of continued
5 litigation.

6 15. Plaintiff's counsel and Defense counsel fully support the terms of the Settlement, as
7 set forth in the Settlement Agreement.

8 16. The Settlement represents a compromise that accounts for the legal and factual risks
9 associated with class certification, liability, and damages. Importantly, the Settlement provides for
10 non-reversionary payments to the Class.

11 17. For these reasons, Plaintiff respectfully requests that the Court grant preliminary
12 approval of the Settlement as fair, reasonable, and in the best interests of the Class. Plaintiff also
13 request that the Court preliminarily approve the requested attorneys' fees, litigation costs, and service
14 awards to the Class Representatives.

15 18. The proposed Notice Packet and mailing plan comply with California Rules of Court
16 3.769(f) and 3.766(b). The Notice Packet includes: (1) the material terms of the Settlement; (2) the
17 requested attorneys' fees, costs, and Settlement Administration Costs; (3) information about the final
18 fairness hearing, the opt-out and objection process; and (4) instructions on how to obtain additional
19 information.

20 19. Plaintiff and Plaintiff's counsel entered into a joint prosecution agreement that
21 complies with the California Rules of Professional Conduct, including Rule 1.5.1, as well as
22 California Rules of Court, Rule 3.769(b), which governs applications for class action settlements.
23 The joint prosecution agreement ensures coordinated representation, facilitates the efficient
24 prosecution of the litigation, and avoids conflicts of interest, all in the best interest of the Class.

25 20. My firms total costs to date are \$45,407.69 as follows:

- | | | |
|----|-------------------|------------|
| 26 | • Mediation Fees: | \$23,000 |
| 27 | • PAGA Filing Fee | \$75.00 |
| 28 | • Filing Fees | \$2,338.84 |

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- Service of Process Fees \$338.75
- Consulting Fee \$17,535
- Disbursement Fee re BelAire \$2,120.10
- Total: **\$45,407.69**

21. I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct on this 10th day of April 2025, in Los Angeles, California.

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