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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOHN LEDBETTER, ROBERT AARON,
ANTONIO SEGOVIA, JOSEPH HICKS,
WILLIAM SHEARER, DAVID LAMOUNT
GAYLES, and JOSUE BUENROSTRO on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

CJ LOGISTICS AMERICA, LLC, an Illinois
Limited Liability Company; and DOES 1-50,
inclusive,

Defendants.

Case No.: CIVSB2207118

*[Assigned for all purposes to the Hon. David E.
Driscoll, Dept. S22]*

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

Date: April 24, 2025
Time: 8:30 a.m.
Dept.: S22

Action Filed: April 7, 2022
Removal Date: June 10, 2022
Remand Date: December 19, 2024
Trial Date: None Set

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

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., and I serve as attorney of record, along with the Falakassa Law, P.C., The Haines Law Group, APC, James Hawkins APLC, Lavi & Ebrahimi, LLP, and The Gould Law Firm, for Plaintiffs John Ledbetter, Robert Aaron, Antonio Segovia, Joseph Hicks, William Shearer, David Lamont Gayles, and Josue Buenrostro (“Plaintiffs”) and the Putative Class..

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

3. I submit this declaration in support of Plaintiffs' 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 each of the United States District Courts in California. I have litigated class action and representative actions under the Private Attorneys General Act (“PAGA”) in courts throughout 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 focusing on plaintiff-side employment litigation, with an emphasis on disability discrimination and harassment matters under the Fair Employment and Housing Act. After several years of practicing a broad range of civil litigation on behalf of both plaintiffs and defendants, I founded my own law firm in 2014. Since then, my practice has been exclusively dedicated to representing employees in actions against employers to recover unpaid wages and to vindicate claims of harassment, discrimination, and retaliation. The vast majority of my cases have been litigated as class actions, representative PAGA actions, or a combination of the two.

6. I am an active member of the California Employment Lawyers Association (“CELA”) and have attended numerous Continuing Legal Education programs focused on advocacy for employees. My firm possesses the experience, resources, and capacity necessary to provide adequate

1 representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is
2 serving as lead counsel in at least twenty-five wage-and-hour class actions and as co-counsel in at
3 least twenty additional wage-and-hour class actions.

4 7. I have been selected as a “Super Lawyer Rising Star” in the area of Employment
5 Litigation for the years 2017 through 2021. In 2022 and 2023, I was selected as a “Super Lawyer,” a
6 distinction reserved for the top 2.5% of attorneys in the practice area. I have also been recognized by
7 TopVerdicts.com for obtaining several of the top wage-and-hour class and PAGA action settlements
8 in California.

9 8. My office has performed substantial work in investigating, prosecuting, and
10 ultimately resolving this matter. These efforts have resulted in the creation of a significant
11 Settlement Amount for the benefit of the Class. Throughout the litigation, we diligently pursued
12 the claims and engaged in meaningful, informal exchanges of information with Defense counsel.
13 These exchanges enabled the Parties to evaluate the strengths and weaknesses of their respective
14 positions and ultimately facilitated a successful resolution at mediation before Jeffrey Ross.

15 9. Given the inherent risks of continued litigation, including contested legal and factual
16 issues, Plaintiffs’ counsel believes the proposed Settlement is fair, reasonable, and adequate. The
17 Settlement was the product of arm’s-length negotiations between experienced counsel, facilitated
18 by an experienced mediator, and was reached following an appropriate and thorough exchange of
19 relevant information and documents. Accordingly, Plaintiffs respectfully request that the Court
20 grant preliminary approval of the Settlement, conditionally certify the proposed Class under Code
21 of Civil Procedure § 382 for settlement purposes, approve the proposed Notice Packet, appoint
22 Plaintiffs’ counsel as Class Counsel, appoint Phoenix Settlement Administrators as the Settlement
23 Administrator, and schedule a hearing for final approval of the Settlement.

24 10. The Settlement is the result of extensive, arm’s-length negotiations between the
25 Parties, facilitated by an experienced mediator with expertise in wage-and-hour class actions. While
26 the negotiations were conducted in a cordial and professional manner, they were also adversarial and
27 entirely non-collusive. The resolution achieved is the product of significant time, effort, and advocacy
28 by both Parties and their counsel.

1 11. Although Plaintiffs and Class Counsel were confident in the strength of their claims
2 and believed that class certification could be achieved, they also recognized the inherent risks, costs,
3 and complexity of continued litigation. These risks included the potential for adverse rulings at class
4 certification, summary judgment, trial, or on appeal—any of which could delay or eliminate recovery
5 for Class Members. Moreover, had Defendant prevailed on any of its asserted defenses, Class
6 Members may have received little or no monetary relief. In light of these considerations, Plaintiffs
7 and Class Counsel believe the Settlement represents an excellent result under the circumstances.

8 12. The Settlement provides for fair and proportionate payments to each Settlement Class
9 Member based on the number of Compensable Workweeks worked during the Class Period. As
10 described above, Plaintiffs and their counsel conducted a diligent investigation of the claims and
11 defenses on behalf of the Class, with the goal of maximizing recovery while avoiding the additional
12 expense and delay associated with protracted litigation. After carefully evaluating the significant risks
13 of continued litigation, and weighing them against the certainty and benefits of the proposed
14 compromise as set forth in the Settlement Agreement, Plaintiffs and their counsel believe the
15 Settlement is fair, reasonable, and in the best interest of the Class.

16 13. Plaintiffs' counsel brought substantial experience and judgment to bear in negotiating
17 the Settlement. As detailed herein, counsel engaged in comprehensive informal discovery,
18 investigation, sampling, and expert analysis to ensure informed decision-making throughout the
19 process. This included review and evaluation of a significant volume of documents, including
20 Defendant's policies and procedures, personnel files, wage statements, and time records. Counsel
21 also performed extensive analysis and extrapolation of the class-wide data produced by Defendant to
22 assess potential damages and evaluate the strength of the claims.

23 14. Based on our collective experience litigating wage-and-hour matters, including
24 complex class and PAGA actions, I believe that Joshua Falakassa and I are well qualified to evaluate
25 the merits of the class claims and the viability of Defendant's defenses in this action. In our
26 professional judgment, the recovery provided to each Class Member under the Settlement is fair,
27 reasonable, and adequate. Settlement at this stage serves the best interests of the Class by providing
28 meaningful compensation while avoiding the delays and uncertainties of continued litigation,

1 including class certification, trial, and potential appeals.

2 15. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms and
3 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

4 16. Of course, the Settlement Amount represents a compromise figure, taking into account
5 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
6 Nevertheless, the Settlement provides fair and adequate payments to the Class Members, with no
7 reversion to Defendant.

8 17. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
9 approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as
10 preliminarily approve the requested attorneys' fees and costs and service award to the Class
11 Representative.

12 18. The proposed Notice Packet and proposed plan for the Settlement Administrator to
13 mail the Notice Packet to the last known address of all Class Members complies with all the
14 requirements of California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Notice
15 Packet include (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs and
16 the Settlement Administration Costs; (3) details about the final fairness hearing and how Class
17 Members may elect to exclude themselves or make an objection; and (4) how Class Members can
18 obtain additional information.

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

24 I declare under penalty of perjury under the laws of the state of California that the foregoing
25 is true and correct on this 1st day of April 2025, in Los Angeles, California.

26 By: /s/ Mehrdad Bokhour
27 Mehrdad Bokhour, Esq.
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