

MEHRDAD BOKHOUR (S.B. #285256)
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

**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,
Defendant.

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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENT AWARDS**

Date: September 18, 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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

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. as attorney of record for Plaintiffs and the Settlement Class.

6
7

8

901

2
3
4

5
6
7
8
9
0

21
22
23
24
25

26
27

1 nurses, technicians, warehouse workers, truck drivers, sales personnel, and countless other
2 trades).

3 8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation from
4 2017 through 2022 and as a “Super Lawyer” in 2023 through 2025. This distinction is reserved
5 for the top 2.5% of lawyers in the practice area. I have also been recognized by TopVerdicts.com
6 for achieving several of the top wage and hour class and PAGA action settlements in California.

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

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

12 11. Currently, my firm is acting as co-counsel in at least fifty wage-and-hour class
13 actions.

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

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

1 14. In sum, all relevant factors support final approval of the Settlement. The parties
2 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
3 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,
4 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides
5 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed
6 requesting denial of final approval, and only three requests for exclusion from the Settlement,
7 weighs strongly in favor of approving the Settlement. For these reasons, this Court should
8 conclude that under the circumstances of this case, the proposed Settlement is fair, adequate,
9 and well within the range of reasonableness.

10 **The Proposed Enhancement Awards to Plaintiffs as Class Representatives is Reasonable**

11 15. Plaintiffs and Class Counsel request that the Court finally approve a Class
12 Representative Service Payment of \$10,000 to Plaintiffs Ledbetter, Aaron, Hicks, and Segovia,
13 and \$5,000 to Plaintiffs Shearer, Buenrostro, and Gayles for the time, effort, and risks each
14 undertook in participating in this Action. Because a named plaintiff is an essential ingredient
15 of any class action, a service payment is appropriate to induce individuals to step forward and
16 assume the burdens and obligations of representing the settlement class. In deciding the amount
17 of service payment for a class representative, relevant factors include the actions the plaintiff
18 has taken to protect the interests of the settlement class, the degree to which the settlement class
19 has benefited from those actions, and the amount of time and effort the plaintiff expended in
20 pursuing the action.

21 16. In the instant case, Plaintiffs assisted Class Counsel on many occasions with
22 investigating and prosecuting this action. Plaintiffs provided many documents and relevant
23 information to Class Counsel, spent numerous hours educating Class Counsel on the inner
24 workings of Defendant's operations and timekeeping practices, and made themselves available
25 for mediation. The amount sought for the Class Representative aligns with the service payments
26 in similar wage and hour class actions. In Class Counsel's experience, service payments in
27 wage and hour actions typically range from \$5,000 to \$40,000. Further, Defendant supports the
28 requested Class Representative Service Payment to Plaintiffs.

1 17. As such, the service payment requested is intended to compensate Plaintiffs for
2 their critical role in this case and the substantial time, effort, and risks they undertook to help
3 secure the result obtained on behalf of the Settlement Class. The Class Representative Service
4 Payments requested are well-deserved and warranted.

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

6 18. Class Counsel's application for an award of Attorneys' Fees in an amount of
7 approximately one-third of the Gross Settlement Amount on behalf of the Settlement Class is
8 reasonable and fair. The requested fee falls within the lower end of the Ninth Circuit's historical
9 benchmark for attorneys' fees, which ranges from 20% to 40% of a common fund. It is fair
10 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
11 contingent basis.

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

20 20. I will have worked approximately 85 hours on this case, and my hourly rate is
21 \$700. Accordingly, this results in a total lodestar amount of \$59,500.

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

26 22. It has been my experience that the benchmark for an attorney fee award in
27 California state cases is one-third of a common settlement fund, a standard upheld by the
28 California Supreme Court in the *Robert Half* case. Here, in accordance with the Settlement

Agreement, Class Counsel is seeking a fee of one-third of the Settlement Amount.

23. The fee is warranted because of the results achieved for the Settlement Class Members, both in terms of the immediate cash settlement and the fact that the Settlement Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

24. Pursuant to California Rule of Court 3.769, Class Counsel hereby discloses the existence of a Joint Prosecution and Fee Splitting Agreement among the counsel representing plaintiffs in the consolidated litigation. Under this agreement, any attorneys' fees awarded by the Court will be allocated among counsel as follows:

- Bokhour Law Group, P.C. – 21.25%;
- Falakassa Law, P.C. – 21.25%;
- Haines Law Group – 42.5%;
- Gould Law Firm – 5%;
- Lavi & Ebrahimian, LLP – 5%; and
- James Hawkish, APLC – 5%

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

(1)	Filing Fees	\$1,762.65
(2)	Service of Process	\$90.05
(3)	CourtCall	\$166
(4)	PAGA Filing Fee	\$75
	Total	\$2,093.70

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 4th day of August 2025, at Los Angeles, California.

/s/ Mehrdad Bokhour

Mehrdad Bokhour