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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT MACIAS, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

LEFEIL MANUFACTURING CO., a California corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: 25STCV04710
(Related to Case Nos.: 25STCV06644 and 25STCV13876)

Honorable Theresa M. Traber
Department 1

DECLARATION OF MEHRDAD BOKHOUR ISO PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date:	October 28, 2026
Time:	10:30 a.m.
Dept:	1
Complaint Filed:	February 20, 2025
Trial Date:	Not Set

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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 on behalf of 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 United States District Court in California. I have litigated class actions 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 plaintiffs ' side employment litigation, with an emphasis on disability discrimination and harassment matters under the Fair Employment and Housing Act. After several years practicing a broad range of civil litigation for both plaintiffs and defendants, I founded my own law firm in 2014. Since then, my practice has focused exclusively on 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.

6. I have attended numerous Continuing Legal Education programs focused on advocacy for employees. My firm possesses the experience, resources, and capacity necessary to provide adequate representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is serving as lead counsel in at least twenty-five wage-and-hour class actions and as co-counsel in at least twenty additional wage-and-hour class actions.

7. I have been selected as a "Super Lawyer Rising Star" in the area of Employment Litigation for the years 2017 through 2021. Between 2022 and 2026, I was selected as a "Super Lawyer," a distinction reserved for the top 2.5% of attorneys in my practice area. I have also been recognized by TopVerdicts.com for securing several of the top wage-and-hour class action and PAGA settlements in California.

8. My office has undertaken substantial efforts in investigating and prosecuting the matter. These efforts have directly contributed to creating a significant settlement fund for the benefit of the Class. Throughout the litigation, we have diligently advanced the claims, including engaging in substantive and informed negotiations with Defense counsel. These exchanges enabled both sides to assess the strengths and weaknesses of their respective positions, ultimately facilitating a fair and reasonable resolution.

9. These efforts have directly contributed to the creation of a significant settlement fund for the benefit of the Class.

10. Given the inherent risks of continued litigation, including contested legal and factual issues, Plaintiffs' counsel believes the proposed Settlement is fair, reasonable, and adequate. The Settlement resulted from arm's-length negotiations between experienced counsel, facilitated by an experienced mediator, and was reached after an appropriate and thorough exchange of relevant information and documents. Accordingly, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement, conditionally certify the proposed Class under Code of Civil Procedure § 382 for settlement purposes, approve the proposed Class Notice, appoint Plaintiffs' counsel as Class Counsel, appoint the Settlement Administrator, and schedule a hearing for final approval of the Settlement.

11. The Settlement is the result of extensive, arm's-length negotiations between the Parties, facilitated by an experienced mediator with expertise in wage-and-hour class actions. While the negotiations were conducted cordially and professionally, they were also adversarial and entirely non-collusive. The resolution reflects significant time, effort, and advocacy by both Parties and their counsel.

12. Although Plaintiffs and Class Counsel were confident in the strength of their claims

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

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

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

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

16. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms and conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

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

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

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

20. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs entered into a Joint Prosecution Agreement with their counsel of record. The JPA governs the division of responsibilities and attorneys' fees among counsel, and Plaintiffs provided informed written consent after full disclosure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct on this 28th day of September 2026, in Los Angeles, California.

/s/ Mehrdad Bokhour

By:_____

Mehrdad Bokhour, Esq