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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

TYLER KRUG & FERNANDO JARAMILLO,
individually, and on behalf of those similarly
situated and members of the general public; and
FRANCISCO BALBUENA, individually, and
on behalf of those similarly situated,

Plaintiffs,

vs.

EKC ENTERPRISES, INC., a California
Corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No.: BCV-23-103975

Honorable Bernard C. Barmann
Division H

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

Date: July 7, 2025
Time: 8:30 a.m.
Division: H
Address: 1215 Truxton Ave.
Bakersfield, CA 93301

Complaint Filed: November 28, 2023
FAC Filed: January 18, 2024
SAC Filed: February 20, 2025
Trial Date: Not Set

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1 co-counsel in at least twenty other wage-and-hour class actions.

2 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation in 2017
3 through 2021, and in 2022 through 2025, I was selected as a “Super Lawyer,” a distinction reserved
4 for the top 2.5% of lawyers in the practice area. I have also been recognized by TopVerdicts.com for
5 achieving several of the top wage and hour class and PAGA action settlements in California.

6 8. My office has performed considerable work and diligently investigated and
7 prosecuted this case to a successful conclusion. Our work has resulted in the creation of a significant
8 Settlement Amount for the benefit of the Class. We effectively communicated and exchanged
9 information informally with Defense counsel, which enabled the Parties to successfully settle the
10 case at mediation before Tripper Ortman, Esq. Because of the risks involved in litigating the case
11 and the contested legal and factual issues, Plaintiffs’ counsel believes this Settlement to be fair,
12 reasonable, and adequate. Because the Settlement is fair and reasonable and was negotiated at
13 arm’s length by experienced counsel and an experienced mediator following an appropriate and
14 comprehensive exchange of information and documents in advance of mediation, it should be
15 preliminarily approved. Plaintiffs respectfully request that the Court enter an order preliminarily
16 approving the Settlement, conditionally certifying the Class under Code of Civil Procedure § 382
17 for settlement purposes, approving the proposed Notice Packet, appointing Plaintiffs’ counsel as
18 Class Counsel, appointing APEX Class Action, LLC as the Settlement Administrator, and
19 scheduling a hearing for the final approval of the Settlement.

20 9. The Settlement was the product of extensive arm’s length negotiations between
21 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
22 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
23 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
24 Plaintiffs and Class Counsel believed that there was a possibility of certifying the claims, they
25 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
26 decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or
27 on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any
28 of its defenses, the Class Members may not have received any substantial monetary recovery.

1 10. The Settlement will result in a fair payment to each Settlement Class Member based
2 on the number of Compensable Workweeks worked during the Class Period. As set forth hereinabove,
3 Plaintiffs and his counsel have diligently investigated the claims and defenses on behalf of the Class
4 Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding
5 further expenditure of attorneys' fees and costs. After evaluating the significant risks attendant with
6 further litigation described above and weighing them against the benefits of a known compromise
7 and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed
8 to be in the best interest of Plaintiffs and the Class and is a fair and reasonable resolution of the claims
9 alleged.

10 11. Plaintiffs' counsel brought to bear a great deal of collective experience in negotiating
11 the settlement of this case. As detailed herein, Plaintiffs' counsel engaged in the necessary informal
12 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
13 judgment throughout the settlement process, including significant document review (e.g., documents
14 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
15 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
16 class-wide data provided by Defendant.

17 12. Based on our experience in other cases, including wage and hour matters, I believe
18 Joshua Falakassa and I are qualified to evaluate the class claims and viability of defenses in this class
19 action. In this case, the recovery for each Class Member is reasonable, fair, and adequate, and a
20 settlement at this time is in the Class's best interest. The Settlement compensates each Class Member
21 for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class
22 certification and proceeding to trial.

23 13. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms and
24 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

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

15. 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.

16. The proposed Notice Packet and proposed plan for the Settlement Administrator to mail the Notice Packet 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 Notice Packet 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.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct on this 27th day of May 2025, in Los Angeles, California.

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