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Attorneys for Plaintiff and the Putative Class

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

DANNIA HERRERA, on behalf of herself
and all others similarly situated,

Plaintiff

v.

RUSH TRUCK CENTERS OF
CALIFORNIA, INC., a Delaware
Corporation; RUSH ADMINISTRATIVE
SERVICES, INC., a Delaware Corporation;
RUSH ENTERPRISES, LLC, a California
Limited Liability Company; and DOES 1-
50, inclusive,

Defendants.

CASE NO.: CIVSB2205617

Assigned to the Hon. Christian Towns, Dept. S26

**DECLARATION OF JOSHUA
FALAKASSA IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:

Date: October 9, 2025

Time: 8:30 a.m.

Dept.: S26

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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 Falakassa Law, P.C., co-counsel with The Bokhour Law Group, P.C., as attorneys of record for Plaintiff Dannia Herrera and the Settlement Class. As such, 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.

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1 wage/hour cases.

2 6. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
3 the years 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
4 area. I have also been recognized by Topverdicts.com for achieving Top 20 and Top 50 wage
5 and hour class and PAGA actions settlements in California.

6 7. My firm has the experience, resources, and means necessary to allow us to
7 provide adequate representation to all Settlement Class Members in this Action. Currently, my
8 firm is acting as counsel in at least twenty-five wage-and-hour class actions and co-counsel in
9 at least 45 other wage-and-hour class actions.

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

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

24 10. In sum, all relevant factors support final approval of the Settlement. The parties
25 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
26 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,
27 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides
28 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed

requesting denial of final approval and no one requested exclusion from the Settlement weighs strongly in favor of approving the Settlement. For these reasons, this Court should conclude that under the circumstances of this case, the proposed Settlement is fair, adequate, and well within the range of reasonableness.

11. Class Counsel's application for an award of Attorneys' Fees in an amount of approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable and fair. The requested fee falls on the lower end of the Ninth Circuit's historical benchmark for attorneys' fees of 20% to 40% of a common fund. It is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

12. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous cost inherent in class action litigation and a long battle with corporate Defendants. That prospect has become a reality in trial courts and the Court of Appeal in other wage and hour class litigations. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of \$255,000.

13. Class Counsel will collectively work approximately 309 hours on this case. My hourly rate in this case is \$725 per hour. I worked approximately 146 hours on this matter since its inception. In addition to my co-counsel's lodestar, this results in a total lodestar amount of \$228,087.50, summarized in the following table and the Declarations of Class Counsel. The hourly rates above are comparable to those of other attorneys with equal or similar experience.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	\$121,875	\$750	162.5	\$43,750
Joshua Falakassa	\$106,212.50	\$725	146.5	\$31,387.50
Total Lodestar				\$228,087.50

14. The ultimate result was far from certain. When this case was taken on a contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the

1 course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees,
2 and mediation costs. There was never a guarantee that we would recoup those expenditures.

3 15. It has been my experience that the benchmark for an attorney fee award in
4 California state cases is one-third of a common settlement fund, which the California Supreme
5 Court recently upheld in the *Robert Half* case. Here, in accordance with the Settlement
6 Agreement, Class Counsel is seeking a fee of \$255,000, which is one-third of the Settlement
7 Amount.

8 16. The fee is warranted because of the results achieved for the Settlement Class
9 Members, both in terms of the immediate cash settlement and the fact that the Settlement Class
10 Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

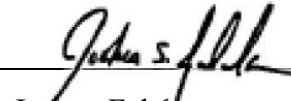
11 17. As set forth at the time of preliminary approval, Class Counsels' investigation into
12 the facts and merits of the wage and hour claims alleged included analyzing substantial amounts
13 of information, correspondence, documents, timekeeping and pay data, policies and procedures,
14 and evidence relating to the class size and the commonality of the claims. During this process,
15 Plaintiff and Class Counsel investigated the potential claims of the similarly situated employees
16 and researched and investigated Defendants' defenses. Finally, Class Counsel synthesized and
17 analyzed information provided by Defendants as to the total Settlement Class Members, the
18 number of current and former employees, and the number of employees who worked during
19 various time periods and prepared comprehensive damages calculations regarding the wage and
20 hour claims at issue.

21 18. In light of the uncertainties of protracted litigation, this negotiated Settlement
22 reflects the best practicable recovery for the Settlement Class. While the total Settlement amount
23 is, of course, a compromise figure, the potential risks and opportunities of both parties were
24 effectively weighed and considered by the parties, resulting in a fair and equitable Settlement.
25 Based upon detailed data obtained through discovery and information exchanges and factoring in
26 claim certification and liability probabilities, Class Counsel formulated detailed damages models
27 to evaluate the claims in preparation for mediation and reach a realistic and reasonable resolution.

1 Of course, Defendants deny that any damages should be assessed and deny all of the value
2 assessed by Plaintiff.

3 19. The Settlement should be approved, and judgment entered based on the
4 determination that the Settlement is fair, reasonable, adequate, and in the best interests of the
5 Settlement Class.

6 I declare under penalty of perjury under the laws of California that the foregoing is true
7 and correct, this 12th day of September 2025, at Los Angeles, California.

8 
9 Joshua Falakassa