

**BOKHOUR LAW GROUP, P.C.**

Mehrdad Bokhour, Esq. (CA Bar No. 285256)

*mehrdad@bokhourlaw.com*

1901 Avenue of the Stars, Suite 920

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

**FALAKASSA LAW, P.C.**

Joshua S. Falakassa, Esq. (CA Bar No. 295045)

*josh@falakassalaw.com*

1901 Avenue of the Stars, Suite 920

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiffs and the Putative Class

*(Additional Counsel for Plaintiffs Listed On the Following Page)*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN JOAQUIN**

JESUS ANDRADE, MICHAEL  
HERNANDEZ, individually, on behalf of  
themselves, all others similarly situated, and  
the general public,

Plaintiffs,

v.

MMM CONSUMER BRANDS, INC., a  
Delaware Corporation; and DOES 1-100,  
inclusive.

Defendants.

CASE NO.: STK-CV-UOE-2023-9352

*Assigned to the Hon. Blanca Banuelos*

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

Hearing:

Date: November 19, 2025

Time: 9:00 a.m.

Dept.: 10B

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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., as co-counsel and attorney of record for Plaintiffs 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.

3. More recently, from August 2018-January 2019, I served as an associate at the Paul Haines Law Group, where I actively helped manage a caseload of approximately fifty class and representative PAGA action lawsuits in California and federal courts.

5. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the years 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I have also been recognized by Topverdicts.com for achieving Top 20 and Top 50 wage and hour class and PAGA actions settlements in California in 2021-2024.

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

3           7.     Currently, my firm is acting as co-counsel in at least forty wage and hour class  
4 actions.

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

10          9.     In the opinion of Class Counsel, the recovery for each Settlement Class Member  
11 is well within the acceptable range for this type of action. This Settlement is also favorable, as  
12 the Settlement Class will promptly receive compensation rather than face the uncertainties  
13 inherent in further litigation and the years-long wait for this action to be tried. It is also telling  
14 that the Settlement Class has overwhelmingly supported the Settlement on the terms set forth  
15 in the Settlement Agreement. No Settlement Class Member has objected to the class-wide  
16 Settlement obtained in this matter, and no Settlement Class Members have requested exclusion  
17 from the Settlement. Based on all considerations, this Settlement is highly favorable and is in  
18 the best interests of the Settlement Class.

19          10.    In sum, all relevant factors support final approval of the Settlement. The parties  
20 negotiated at arm's length under the supervision of an experienced and well-respected mediator.  
21 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,  
22 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides  
23 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed  
24 requesting denial of final approval and no one requested exclusion from the Settlement weighs  
25 strongly in favor of approving the Settlement. For these reasons, this Court should conclude  
26 that under the circumstances of this case, the proposed Settlement is fair, adequate, and well  
27 within the range of reasonableness.

28          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 the corporate Defendant. 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 \$216,666.67.

13. Class Counsel will collectively work approximately 163.5 hours on this case. My hourly rate for this matter is \$725 per hour and I worked approximately 48.5 hours on this case since its inception. In combination with my co-counsel's lodestars, this results in a total lodestar amount of \$124,037.50, summarized in the following table and the declaration 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  | 13 years   | \$750       | 62.5  | \$46,875       |
| Joshua Falakassa | 12 years   | \$725       | 48.5  | \$35,162.50    |
| Michael Boyamiam | 17 years   | \$800       | 52.5  | \$42,000.00    |
| Total Lodestar   |            |             |       | \$124,037.50   |

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

15. It has been my experience that the benchmark for an attorney fee award in California state cases is one-third of a common settlement fund, which the California Supreme

1 Court recently upheld in the *Robert Half* case. Here, in accordance with the Settlement  
2 Agreement, Class Counsel is seeking a fee of \$216,666.67, which is one-third of the Settlement  
3 Amount.

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

7 17. Plaintiffs and Class Counsel have diligently investigated the claims raised in this  
8 litigation and, after taking into account the disputed factual and legal issues involved in this  
9 action, the risks attending further prosecution, and the benefits to be received pursuant to the  
10 compromise and settlement of the Action as set forth in the Settlement, concluded that the  
11 Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

12 18. As the Settlement Agreement reveals, there is no preferential treatment for any  
13 segment of the Settlement Class, as the Settlement is designed to fairly and adequately  
14 compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b),  
15 the parties have disclosed the agreed-upon and proposed attorneys' fees, which are well within  
16 the range of reasonableness for matters of this nature.

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

26 20. In light of the uncertainties of protracted litigation, this negotiated Settlement  
27 reflects the best practicable recovery for the Settlement Class. While the total Settlement amount  
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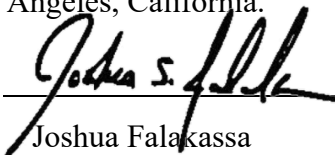
1 is, of course, a compromise figure, the potential risks and opportunities for both parties were  
2 weighed and considered, resulting in a fair and equitable Settlement. Based upon detailed data  
3 obtained through discovery and information exchanges and factoring in claim certification and  
4 liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims  
5 in preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant  
6 denies that any damages should be assessed and denies all of the value assessed by Plaintiffs.

7 21. Moreover, as further detailed in Plaintiffs' Motion for Preliminary Approval of  
8 Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on  
9 several grounds.

10 22. The Settlement should be approved, and judgment entered based on the  
11 determination that the Settlement is fair, reasonable, adequate, and in the best interests of the  
12 Settlement Class.

13 23. In compliance with California Rules of Professional Conduct section 1.5.1,  
14 Plaintiffs signed a fee split agreement that provides fees will be allocated between Class Counsel  
15 as follows: 37.5% to the Bokhour Law Group, P.C., 37.5% to the Falakassa Law, P.C., and 25%  
16 to Boyamian Law, Inc. and Hartounian Law, P.C.

17 I declare under penalty of perjury under the laws of California that the foregoing is true  
18 and correct, this 22nd day of October 2025, at Los Angeles, California.

19  
20   
21 Joshua Falakassa