

Bardia Aaron Akhavan, Esq. (Bar No. 316493)
Bardia@baalaw.com

Nahal Barahmand, Esq. (Bar No. 316526)
Nahal@baalaw.com

AKHAVAN & ASSOCIATES

15760 Ventura Blvd. Suite 1720
Encino, California 91436
Phone: (855) 463-4733

Navid Barahmand, Esq. (Bar No. 340934)

BARAHMAND LAW GROUP

navid@barahmandlaw.com
7324 Sepulveda Boulevard, Suite B
Van Nuys, CA 91405
Phone: (818) 574-3355

Elliot J. Siegel (Bar No. 312272)

elliott@kingsiegel.com

Julian Burns King (Bar No. 298617)

julian@kingsiegel.com

KING & SIEGEL LLP

724 S. Spring Street, Ste. 201
Los Angeles, California 90014
Phone: (213) 465-4802 / Fax: (213) 465-4803
Attorneys for Plaintiff and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN GLENN

Ferry Mendoza, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Baughner Ranch Organics, Inc., a California
Corporation; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 25CV00036

CLASS ACTION

**DECLARATION OF BARDIA AKHAVAN IN
SUPPORT OF MOTION FOR:**

**(1) PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT;**

**(2) APPROVAL OF NOTICE TO CLASS
MEMBERS AND RELATED MATERIALS; AND**

**(3) SETTING HEARING FOR FINAL APPROVAL
OF SETTLEMENT**

Date: August 13, 2025

Time: 2:30 p.m.

Dept.: 2

DECLARATION OF BARDIA AKHAVAN

I, Bardia Akhavan, declare as follows:

1. I am an attorney licensed to practice law before this Court and the federal and state courts of California. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and if called upon to testify, could and would testify competently thereto. This Declaration does not purport to exhaust my knowledge of the topics discussed.

2. I am the Managing Attorney of the law firm of Akhavan & Associates ("Plaintiff's Counsel" or "Class Counsel"), attorney of record for Plaintiff Ferry Mendoza ("Plaintiff" or "Class Representative") and the proposed settlement class (the "Class") in the above-captioned matter.

Plaintiff's Counsel Are Experienced in Wage-And-Hour Litigation

3. I founded Akhavan & Associates in November 2020. Akhavan & Associates is dedicated to representing Plaintiffs in both individual and class action litigation in California Courts, as well as in arbitration hearings. Since the founding of my firm, I have represented hundreds of employees in numerous employment claims, including wage and hour and other employment related class actions.

4. Through my practice at Akhavan & Associates, my prior employment working for law firms that exclusively handle employment law claims, and my association with attorneys that have significant class action and wage and hour and employment litigation on both a class and individual level, I have gained significant experience regarding the obligations of and burdens of representing a class from inception to trial and am an experienced practitioner in the realm of wage and hour and employment litigation on both a class and individual level.

5. I graduated from Loyola Law School in 2017, where I attended with a merit-based "Alumni Scholarship." After graduating from law school, I was admitted to the California State Bar in December 2017. I have been practicing labor and employment law exclusively since graduating law school. After establishing Akhavan & Associates in November 2020, I have been recognized as a Rising Star in Labor and Employment Law by Law & Politics magazine's "Southern California Super Lawyers," in its "Southern California Super Lawyers – Rising Stars" edition in 2021, 2022, 2023, and

2024. This recognition is awarded to no more than two and a half percent of attorneys under the age of 40 in California.

6. In addition to the present matter, Akhavan & Associates has previously prosecuted, and is currently prosecuting, claims on behalf of Aggrieved Employees in: *Lena Khoury v. Revolt Media and TV, LLC*, Los Angeles County Case No. 21STCV33682 (PAGA and individual action relating to failure to pay all wages and provide compliant meal/rest periods); *Sarah Palcher v. MG JV, LLC*, Los Angeles County Case No. 24STCV12991, (PAGA action related to failure to pay all wages and provide compliant meal and rest periods); *Nobuko Mori v. Ocean Group Inc.*, Los Angeles County Case No. 24STCV07237, (PAGA action related to failure to pay all wages and provide compliant meal and rest periods); *Francisco Estrada v. Cookunity Inc.*, Los Angeles County Case No. 24STCV12367, (wage and hour class action related to failure to pay all wages and provide compliant meal and rest periods); *Christopher Merritt v. J.B. Hunt Transport, Inc.*, Los Angeles County Case No. 24STCV12518, (wage and hour case related to failure to pay all wages and provide compliant meal and rest periods); *Felix Melchor Pedraza v. Elmore Motors*, Orange County Case No. 30-2024-01424435-CU-OE-CXC, (wage and hour class action related to failure to pay all wages and provide compliant meal and rest periods); *Angel Cordova Ramirez v. Band National Corporation*, San Diego County Case No. 24CU021719C, (wage and hour class action related to failure to pay all wages and provide compliant meal and rest periods); *Andres Torres v. Sani Group Inc.*, Los Angeles County Case No. 24STCV28330, (wage and hour case related to failure to pay all wages and provide compliant meal and rest periods); *Jospeh McDade v. Desert Regional Medical Center, Inc.*, Riverside County Case No. CVRI2406154, (wage and hour case related to failure to pay all wages and provide compliant meal and rest periods); *Priscilla Aguilar v. TBS Foods, Inc.*, Riverside County Case No. 24STCV33802, (wage and hour case related to failure to pay all wages and provide compliant meal and rest periods).

The Attorneys' Fees Allocation is Reasonable

7. Plaintiff also requests that the Court preliminarily approve an award of reasonable attorneys' fees amounting to 1/3 of the settlement fund, or \$83,333.33. The attorneys' fee award of 1/3 of the settlement fund is reasonable considering the experience of Class Counsel in wage-

1 and-our cases, including class actions, the legal expertise required to litigate this case and negotiate
2 this Settlement, and the amount of actual time that Class Counsel has dedicated to this case and
3 the salutary effect of the lawsuit on Defendants' policies and practices with respect to the Labor
4 Code violations alleged in the Complaint. The attorneys' fees sought are comparable to attorneys'
5 fee awards granted in comparable cases. Significantly, the retainer agreement in this case provides
6 for fees up to one-third of the amount obtained.

7 8. If the Court grants preliminary approval to the Settlement and authorizes the
8 dissemination of notice of the Settlement to the Class, Class Counsel anticipates filing a Motion for
9 Attorneys' Fees, Costs, and Incentive Award that will be scheduled to be heard concurrently (or will
10 be part of) the Motion for Final Approval and Fairness Hearing. In connection with the filing of the
11 Motion for Attorneys' Fees and Costs, Class Counsel will submit updated information in the form of
12 a sworn declaration setting forth a summary of their lodestar hours on this case, as well all of their
13 costs reasonably incurred in the litigation this case.

14 9. I have no knowledge of the existence of any conflicting interests between my firm
15 and any of its attorneys, on the one hand, and Plaintiff or any other Class Member, on the other.

16 *The Class Representative Enhancement Award is Fair and Appropriate*

17 10. Plaintiff requests payment of an Enhancement Award from the non-reversionary
18 Maximum Settlement Amount to the Class Representative in the amount of \$7,500.00, in addition
19 to whatever payment he is otherwise entitled to receive as a Class Member and in satisfaction of
20 his individually plead claims. The proposed Enhancement Award is reasonable compensation given
21 the time and effort that the Named Plaintiff devoted to this case; the valuable assistance he
22 provided to Class Counsel; and the strength of his individual claims, discussed in more depth below.

23 11. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case,
24 including providing factual background for mediation and the Class Complaint; reviewing the
25 relevant documents and Complaint; participating in phone calls with Class Counsel to discuss
26 litigation and settlement strategy; remaining on-call and available during mediation, and reviewing
27 the settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal
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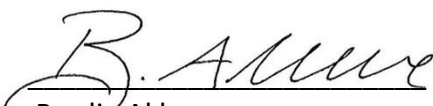
1 benefit.

2 12. Further, Plaintiff agreed to undertake the financial risk of serving as Class
3 Representative and exposed himself to the risk of negative publicity by anyone who opposed this
4 case. Moreover, the requested \$7,500.00 Incentive Payment for the Named Plaintiff falls within the
5 range of incentive payments typically awarded to Class Representatives in similar class actions. *See*
6 *e.g.*, *Bond v. Ferguson Enterprises, Inc.*, No. 1:09-cv-1662 OWW MJS, 2011 WL 2648879 (E.D. Cal.
7 June 30, 2011) (approving \$11,250 service award to each of the two class representatives in a
8 trucker meal break class action); *Ross v. US Bank National Association*, No. C 07-02951 SI, 2010 WL
9 3833922, at *2 (N.D. Cal. Sept. 29, 2010) (approving \$20,000 enhancement award to Class
10 Representative in California wage-and-hour class action settlement); *Vasquez v. Coast Valley*
11 *Roofing, Inc.*, 266 F.R.D. 482, 493 (E.D. Cal. 2010) (approving service awards in the amount of
12 \$10,000 each from a \$300,000 settlement fund in a wage/hour class action); *West v. Circle K Stores,*
13 *Inc.*, NO. CIV. S-04-0438 WBS GGH, 2006 U.S. Dist. LEXIS 76558, at *28 (E.D. Cal. Oct. 19, 2006) (“the
14 court finds plaintiffs’ enhancement payments of \$ 15,000 each to be reasonable.”); *Glass v. UBS Fin.*
15 *Servs.*, No. C-06-4068 MMC, 2007 U.S. Dist. LEXIS 8476, at *52 (N.D. Cal. Jan. 26, 2007) (finding
16 “requested payment of \$ 25,000 to each of the named plaintiffs is appropriate” in wage and hour
17 settlement); *Louie v. Kaiser Found. Health Plan, Inc.*, CASE NO. 08cv0795 IEG RBB, 2008 U.S. Dist.
18 LEXIS 78314, at *18 (S.D. Cal. Oct. 6, 2008) (approving “\$25,000 incentive award for each Class
19 Representative” in wage an hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08
20 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (N.D. Cal. Apr. 22, 2010) (“Numerous courts in the
21 Ninth Circuit and elsewhere have approved incentive awards of \$20,000 or more where, as here,
22 the class representative has demonstrated a strong commitment to the class”).

23 13. Based on Class Counsel’s investigation and the discovery in this Action, Plaintiff’s
24 claims were strong and had merit. However, Plaintiff and his counsel also recognized the potential
25 risk, expense, and complexity posed by litigation. The resulting Settlement took into consideration
26 the merits of Plaintiff’s claims on balance with the risks identified above. The resulting Enhancement
27 Award of \$7,500.00 in satisfaction of Plaintiff’s individual claims is a fair and equitable compromise.
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I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on May 28, 2025 in Los Angeles, California.

By: 
Bardia Akhavan