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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

RUDOLPH FERGUSON, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

CITY BAKING COMPANY, a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CGC-24-615568

Assigned to Hon. Ethan P. Schulman

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

Hearing:

Date: March 12, 2026

Time: 9:00 a.m.

Dept.: 304

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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 Mehrdad Bokhour., as attorneys of record for Plaintiff Rudolph Ferguson 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. I am a 2013 graduate from the University of California, Berkeley, School of Law, (“Berkeley Law”) where I successfully completed courses in Labor Law, Employment Discrimination and Labor/Employment Arbitrations. During law school, I served as a summer associate at Sanford, Wittels and Heisler LLP, a boutique plaintiffs’ side employment law firm focusing on FMLA wage and hour class action litigation, and other public interest lawsuits. As a second-year law student, I served as a summer associate at the San Francisco office of Littler Mendelson, P.C., I aided employers in defending wage and hour class action lawsuits filed under California and federal law.

5. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100 employee vs. employer litigation matters, including more than 40 class action wage/hour and PAGA cases. Over the last few years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled upwards of 90 class action and representative action

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 1, Top 20 and Top 50
5 wage and hour class and/or PAGA action settlements in California in 2021-2024.

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

11 8. Currently, my firm is acting as co-counsel in at least forty wage and hour class
12 actions.

13 9. Class Counsel are experienced and well-respected members of the California Bar
14 with substantial expertise in prosecuting complex class action litigation, including wage-and-hour
15 matters. Class Counsel have consistently demonstrated vigorous, effective advocacy on behalf of
16 their clients. Both Plaintiff and Class Counsel were fully prepared to litigate this Action through
17 trial and, if necessary, appeal. Nonetheless, after careful consideration of the factual record, legal
18 risks, and procedural posture of this case, Class Counsel and Plaintiff strongly and unequivocally
19 support the proposed Settlement as fair, reasonable, and in the best interests of the Settlement
20 Class.

21 10. In the opinion of Class Counsel, the recovery obtained for each Settlement Class
22 Member falls well within—if not at the higher end of—the range of outcomes reasonably
23 expected for this type of action. The Settlement provides meaningful and prompt relief to the
24 Settlement Class, while avoiding the substantial risks, uncertainty, expense, and delay inherent in
25 continued litigation, including the possibility of years of motion practice, trial, and appellate
26 proceedings. The strength of the Settlement is further confirmed by the reaction of the Settlement
27 Class: no Settlement Class Member objected to the Settlement, and only a single individual
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1 requested exclusion. The absence of objections weighs heavily in favor of approval and reflects
2 broad class-wide support for the Settlement's terms.

3 11. All relevant factors support final approval of the Settlement. The parties engaged
4 in extensive, arm's-length negotiations under the guidance of an experienced and highly regarded
5 mediator. Prior to reaching agreement, Class Counsel conducted a thorough investigation of the
6 claims, reviewed and analyzed relevant discovery and data, and evaluated the legal and
7 evidentiary strengths and weaknesses of the case. Based on this informed assessment, Class
8 Counsel—experienced class action litigators—firmly believe that the Settlement represents an
9 excellent result for the Settlement Class. The complete absence of objections and the minimal
10 number of opt-outs further underscore the fairness, adequacy, and reasonableness of the
11 Settlement and strongly support final approval.

12 12. Class Counsel's request for an award of attorneys' fees in the amount of
13 approximately 33.33% of the Settlement Fund is reasonable and appropriate. The requested fee
14 falls within the Ninth Circuit's accepted benchmark range of 20% to 40% for common fund
15 settlements and reflects fair compensation for undertaking complex, contingent, and high-risk
16 litigation. The fee request appropriately accounts for the skill, experience, and effort required to
17 successfully prosecute this Action and obtain a favorable outcome for the Settlement Class.

18 13. The attorneys' fees in this matter were undertaken entirely on a contingent basis.
19 Class Counsel assumed the full risk of nonpayment and advanced all time and resources without
20 any guarantee of recovery. From the outset, this Action presented significant legal, factual, and
21 procedural challenges, including risks associated with class certification, contested liability,
22 expert analysis, dispositive motion practice, trial preparation, and the potential for post-trial or
23 appellate proceedings. These risks are not theoretical in wage-and-hour class actions; they
24 frequently materialize and can result in no recovery despite substantial investment of attorney
25 time and litigation costs. Class Counsel nevertheless committed substantial time, skill, and
26 resources to the prosecution of this case over an extended period, while turning away other
27 billable matters. In light of the contingent nature of the representation, the real and substantial
28

1 risks assumed, and the favorable results achieved for the Class, Class Counsel respectfully request
2 that the Court award attorneys' fees in the amount of \$200,000.

3 14. As further detailed in the accompanying Declaration of Mehrdad Bokhour, Class
4 Counsel collectively devoted approximately 211 hours to the prosecution and resolution of this
5 case. Mehrdad Bokhour billed time at an hourly rate of \$750, and I billed my time at an hourly
6 rate of \$725, reflecting our respective experience, skill, and standing in the legal community. I
7 alone expended approximately 100.5 hours on this matter. The combined lodestar totals
8 \$155,737.50, as detailed in the accompanying declarations and summarized below.

9 15. The hourly rates charged are consistent with, and in many instances below, rates
10 approved for attorneys of comparable experience handling complex wage-and-hour class actions
11 in California. The requested fee represents a modest multiplier of approximately 1.28 on the
12 combined lodestar—well within the range routinely approved by courts to account for contingent
13 risk, delay in payment, and the quality of the result achieved. Given the risks undertaken and the
14 benefits secured for the Class, the requested fee is fair, reasonable, and appropriate.

15 16. The ultimate result was far from certain. When this case was taken on a
16 contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the
17 course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees,
18 and mediation costs. There was never a guarantee that we would recoup those expenditures.

19 17. It has been my experience that the benchmark for an attorneys' fee award in
20 California state cases is one-third of a common fund.

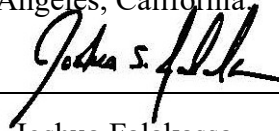
21 18. The fee is warranted because of the results achieved for the Settlement Class
22 Members, both in terms of the immediate cash settlement and the fact that the Settlement Class
23 Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

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

27 20. In compliance with California Rules of Professional Conduct section 1.5.1,
28 Plaintiff signed a fee split agreement that provides fees will be allocated between Class Counsel

1 as follows: fifty percent (50%) to the Bokhour Law Group, P.C. and fifty percent (50%) to
2 Falakassa Law, P.C.

3 I declare under penalty of perjury under the laws of California that the foregoing is true
4 and correct, this 13th day of February 2026, at Los Angeles, California.

5 
6 _____
7 Joshua Falakassa