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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

RAYMOND VASQUEZ, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

RED BULL DISTRIBUTION COMPANY,
INC., a Delaware Corporation; and DOES 1-50,
inclusive.

Defendant.

CASE NO.: 24CV018185

Assigned to the Hon. Jill H. Talley

CLASS ACTION

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

Hearing Information:

Date: February 13, 2026

Time: 9:00 a.m.

Dept.: 23

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majority of which has included class action and representative action wage and hour matters. In total, I have handled upwards of 100 class action and representative action wage/hour cases.

8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the years 2017 thru 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I was also recognized by TopVerdicts.com for obtaining several of the highest wage and hour class and PAGA action settlements in the State of California.

9. As set forth above, I have handled upwards of 100 class and representative actions, have been appointed as class counsel and have successfully litigated and resolved several class actions, and many others remain pending.

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

11. Currently, my firm is acting as counsel in at least 40 wage-and-hour class and/or PAGA actions.

12. Through a contested but productive mediation, Plaintiff and Red Bull Distribution Company, Inc. (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA Settlement Agreement resolving the wage and hour claims of the Settlement Class (“Settlement Agreement” and/or “Settlement”), which is attached as Exhibit A to the accompanying Declaration of Mehrdad Bokhour.

13. Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel’s application for an award of attorneys’ fees not to exceed \$466,666.67, representing one third of the Gross Settlement Amount, reimbursement of Class Counsel’s litigation expenses not to exceed \$25,000, Settlement Administration Expenses not to exceed \$14,000, PAGA penalties in the total amount of \$100,000, of which \$65,000 or 65 percent will be paid to the California Labor and Workforce Development Agency and \$35,000 or 35 percent will be paid to the PAGA Members, and a Class Representative Service Payment not to exceed \$17,500 to Plaintiff Raymond Vasquez.

14. Based on Defendant’s records, Class Members collectively worked approximately 126,000 Workweeks during the Class Period. After deductions approved by the Court, the Net Settlement Amount will be distributed on a pro rata basis according to each Participating Class

1 Member's number of Workweeks. Based on these figures, the average Individual Class Payment is
2 conservatively estimated to be approximately \$550 to \$600. A Class Member who worked the entire
3 Class Period would receive the highest Individual Class Payment, which is estimated to be
4 approximately \$2,800 to \$3,200. Class Members who worked fewer Workweeks will receive
5 proportionally smaller payments.

6 15. The Settlement was the product of extensive arm's length negotiations between
7 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
8 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
9 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
10 Plaintiff and his counsel believe that there was a possibility of certifying the claims, they recognized
11 the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class
12 certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that
13 can take several more years to litigate. In addition, if Defendant prevailed on any of their defenses,
14 the employees may not have received any substantial monetary recovery.

15 16. The Settlement will result in a fair payment to each Settlement Class Member based
16 on the number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiff and his
17 counsel have diligently investigated the claims and defenses on behalf of the Settlement Class
18 Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding
19 further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with
20 further litigation described above and weighing them against the benefits of a known compromise
21 and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed
22 to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution
23 of the claims alleged.

24 17. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
25 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal
26 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
27 judgment throughout the settlement process, including significant document review (e.g., documents
28 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time

1 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
2 class-wide data provided by Defendant.

3 18. Based on our experience in other cases, including wage and hour matters, I believe my
4 office, along with The Bokhour Law Group, P.C., are qualified to evaluate the class claims and
5 viability of defenses in this class action. In this case, the recovery for each Settlement Class Member
6 is reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement
7 Class. The Settlement provides each Settlement Class Member with compensation for the alleged
8 violations when viewed in relation to the costs and risks inherent in obtaining class certification and
9 proceeding to trial.

10 19. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and
11 conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

12 20. Of course, the Settlement Amount represents a compromise figure, taking into account
13 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
14 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class
15 Members,

16 21. When this case was taken on a contingency fee basis, with our firms agreeing to
17 assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of
18 this litigation, we paid all costs, including the filing fees, mediation costs, and expert costs. There
19 was never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiff lost, he
20 could have been ordered to pay Defendant's costs

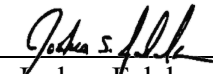
21 22. It is our experience that attorneys' fee awards of one-third of a common fund
22 settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement
23 Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further
24 warranted because it is within the range of reasonableness typically awarded in class actions. Our
25 firms' Costs will not exceed \$25,000 and will be based on the actual amount incurred at the time of
26 final approval.

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

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

3 24. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
4 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
5 as well as preliminarily approve the requested attorneys' fees and costs, and service award to the
6 Class Representative.

7 I declare under penalty of perjury under the laws of California that the foregoing is true and
8 correct on this 21th day of January 2026, in Los Angeles, California.

9
10 By: 
Joshua Falakassa