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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

GERALD CARSON, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

CONCORD FEED & FUEL, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 24CV021767

Assigned to the Hon. Jill H. Talley

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

HEARING INFO

Date: August 21, 2026

Time: 9:00 a.m.

Dept.: 8A

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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 of The Bokhour Law Group, P.C., as attorney of record for Plaintiff Gerald Carson and the Settlement Class.

3. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement.

5. I am a 2013 graduate from the University of California, Berkeley, School of Law, (“Boalt Hall”) 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.

7. 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

1 PAGA cases. Over the last few years, my practice has almost entirely consisted of representing
2 employees, the majority of which has included class action and representative action wage and
3 hour matters. In total, I have handled upwards of 90 class action and representative action
4 wage/hour cases.

5 8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
6 the years 2017-2026, a distinction that is reserved for the top 2.5 % of lawyers in the practice
7 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50
8 wage and hour class and/or PAGA action settlements in California in 2021-2024.

9 9. I am a member in good standing of the California Bar and have devoted my
10 practice to representing employees in complex wage-and-hour class and representative actions.
11 Based on my experience, as well as that of my co-counsel, we are well-qualified and fully
12 prepared to litigate this matter through trial and appeal if necessary. However, after a thorough
13 evaluation of the facts, applicable law, and the risks inherent in continued litigation, I strongly
14 and unequivocally believe that the proposed Settlement is in the best interests of the Settlement
15 Class.

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

25 11. In sum, all relevant factors support final approval of the Settlement. The parties
26 negotiated at arm’s length under the supervision of an experienced and well-respected mediator.
27 Class Counsel also extensively investigated, discovered, and analyzed class claims. Moreover,
28 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides

1 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed seeking
2 denial of final approval and no individual requested exclusion from the Settlement weighs
3 strongly in favor of approving the Settlement. For these reasons, this Court should conclude
4 that under the circumstances of this case, the proposed Settlement is fair, adequate, and well
5 within the range of reasonableness.

6 12. In my opinion, Class Counsel's request for an attorneys' fee award of
7 \$283,333.33, representing approximately one-third of the Gross Settlement Amount, is fair and
8 reasonable. The requested percentage is within the range commonly approved in complex
9 common-fund class actions and appropriately reflects the substantial result achieved for the
10 Settlement Class. It also provides reasonable compensation for the significant time, skill, and
11 resources devoted to this matter, the complexity of the wage-and-hour and PAGA issues
12 presented, and the considerable risks Class Counsel assumed by prosecuting the Action entirely
13 on a contingent basis.

14 13. From the outset of this litigation, my firm and co-counsel undertook the
15 representation without any guarantee that we would recover attorneys' fees or reimbursement
16 of the costs advanced. The Action presented substantial legal, factual, and procedural risks,
17 including the risks associated with obtaining and maintaining class certification, proving
18 liability and damages on a class wide basis, overcoming Defendant's defenses, prevailing at
19 trial, and defending any favorable result on appeal. Complex wage-and-hour class actions
20 frequently require years of litigation and the expenditure of substantial attorney time and
21 financial resources against well-funded corporate defendants. Class Counsel nevertheless
22 committed the time and resources necessary to investigate the claims, analyze Defendant's
23 records and policies, retain and work with a damages expert, prepare detailed damages models,
24 participate in mediation, negotiate the Settlement, and pursue judicial approval.

25 14. In light of the contingent nature of the representation, the substantial risks
26 undertaken, the work performed, and the meaningful non-reversionary recovery obtained for
27 the Settlement Class, I respectfully request that the Court award attorneys' fees of \$283,333.33
28 and reimburse Class Counsel's reasonably incurred litigation costs of \$22,101.75.

1 15. Class Counsel have incurred, and reasonably anticipate incurring through
2 completion of the settlement-approval and administration process, a combined total of
3 approximately 215 hours prosecuting this Action.

4 16. I have personally incurred or reasonably anticipate incurring approximately
5 102.5 hours, calculated at my customary hourly rate of \$725. As further detailed in the
6 accompanying Declaration of Mehrdad Bokhour, my co-counsel has incurred or reasonably
7 anticipates incurring approximately 112.5 hours, calculated at a customary hourly rate of \$750.

8 17. These rates are reasonable and consistent with prevailing market rates for
9 attorneys of comparable experience, skill, and reputation handling complex wage-and-hour
10 class and PAGA litigation. Based on these hours and rates, Class Counsel's combined lodestar
11 is approximately \$158,687.50. The requested fee therefore represents a multiplier of
12 approximately 1.79, which I believe is modest and justified by the contingent risk assumed, the
13 delay in compensation, the complexity of the litigation, the quality of the work performed, and
14 the favorable result achieved for the Settlement Class.

15 18. I prepared the foregoing task-based allocation after conducting a careful review
16 of the materials maintained in this matter, including the case file, pleadings, motions,
17 correspondence with co-counsel, defense counsel, the mediator, experts, and the settlement
18 administrator, calendar entries, mediation materials, damages analyses, settlement documents,
19 and other contemporaneous records reflecting the work performed. I also relied upon my
20 personal knowledge of the litigation, my direct participation in the prosecution and settlement
21 of the Action, and my reasonable recollection of the time devoted to particular tasks. The
22 allocation is intended to provide the Court with a fair and reasonable breakdown of the work
23 performed by category, rather than to suggest a level of mathematical precision that is not
24 always possible where related litigation tasks overlap or are performed as part of a broader
25 strategic effort. In preparing the allocation, I exercised billing judgment and endeavored to
26 avoid duplication, exclude purely clerical or administrative work, and assign time only to tasks
27 that were reasonably necessary to investigate, prosecute, mediate, settle, and obtain approval of
28 the Action.

19. The hours identified as estimated future work reflect services that Class Counsel reasonably expect will be necessary to bring the Settlement through final implementation. Those anticipated tasks include reviewing any responses or objections received from Settlement Class Members, communicating with the settlement administrator regarding notice and administration issues, preparing the motion for final approval and supporting papers, responding to any questions raised by the Court, preparing for and appearing at the final approval hearing, and reviewing and implementing the final approval order and judgment. Class Counsel also expect to devote additional time after final approval to monitoring Defendant's funding obligations, supervising the settlement administration process, addressing questions from Settlement Class Members, resolving returned mail or disputed workweek information, reviewing distribution calculations, monitoring the issuance and negotiation of settlement checks, addressing uncashed or stale-dated checks, coordinating any required redistribution or *cy pres* process, communicating with the settlement administrator and opposing counsel concerning compliance, and preparing for any settlement compliance hearing or final accounting required by the Court. These future tasks are not speculative or incidental; they are necessary components of completing the Settlement and ensuring that the relief approved by the Court is properly funded, administered, distributed, and documented for the benefit of the Settlement Class.

Task	Mehrdad Bokhour	Joshua Falakassa
Pre-filing Investigation	10	8
PAGA Notice	2	1.5
Complaint	8	10
Case Management	8	9
Discovery and class certification prep	16	18
Informal Discovery for Second Mediation	10	12
Mediation/Settlement	14	12
Preliminary approval motion	18	15
Final approval motion	16.5	9
Estimated Future work	10	8
Total hours	112.5	102.5

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

5 21. It has been my experience that the benchmark for an attorney's fee award in
6 California state cases is one-third of a common fund. Here, Class Counsel requests 33.33% of the
7 Settlement Amount.

8 22. 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. Defendant does not oppose this fee request.

11 23. In my professional opinion, the proposed Settlement is the product of informed,
12 non-collusive, and arm's-length negotiations. After the Parties completed a thorough investigation
13 of the facts and exchanged substantial information concerning Defendant's policies, payroll
14 records, timekeeping data, class size, and potential damages, the Parties participated in a full-day
15 mediation before Jeffrey Winikow, Esq., an experienced and highly respected mediator who has
16 extensive experience resolving complex wage-and-hour class actions. The mediation was
17 conducted at arm's length, with both sides represented by experienced counsel who vigorously
18 advocated their respective positions. The Settlement was not reached until after extensive
19 negotiations concerning liability, damages, litigation risks, and the appropriate value of the claims
20 asserted. Based upon my participation throughout the mediation process, I am confident that the
21 Settlement was reached only after hard-fought negotiations and reflects a genuine compromise of
22 disputed claims rather than any form of collusion.

23 24. Throughout this litigation, I worked closely with Plaintiff, co-counsel, our
24 damages consultant, and other litigation professionals to thoroughly investigate the factual and
25 legal merits of the claims asserted on behalf of the Settlement Class. Before agreeing to the
26 Settlement, I carefully evaluated the strengths and weaknesses of the claims, Defendant's
27 anticipated defenses, the likelihood of obtaining and maintaining class certification, the risks
28 associated with proving liability and damages through trial, the possibility of post-trial motions

1 and appeals, and the significant additional time and expense that continued litigation would
2 require. After weighing each of these considerations against the immediate and substantial relief
3 secured through the Settlement, I concluded that the proposed resolution is fair, reasonable,
4 adequate, and in the best interests of the Settlement Class.

5 25. I also believe the Settlement is fundamentally fair because it treats Settlement
6 Class Members equitably. The allocation formula distributes the Net Settlement Amount based
7 upon objective criteria that reasonably measure each Settlement Class Member's relative interest
8 in the Settlement, without providing preferential treatment to any subgroup of the Settlement
9 Class. Other than the Court-approved service award requested for Plaintiff in recognition of his
10 efforts and risks undertaken on behalf of the Settlement Class, no Settlement Class Member
11 receives preferential treatment.

12 26. Likewise, the requested attorneys' fees and litigation costs were fully disclosed in
13 the Settlement Agreement and in Plaintiff's motions, consistent with California Rules of Court,
14 rule 3.769(b). The requested fee is within the range routinely approved in complex wage-and-
15 hour class actions and is reasonable in light of the substantial benefit achieved, the contingent
16 nature of the representation, and the considerable risks assumed by Class Counsel throughout the
17 litigation.

18 27. Before recommending that Plaintiff accept the Settlement, I conducted an
19 extensive investigation into both the facts and legal merits of the Action. That investigation
20 included reviewing and analyzing substantial documentary evidence, Defendant's written policies
21 and procedures, payroll and timekeeping records, wage statements, class data, electronic time
22 records, correspondence, and other employment records relevant to the claims asserted. I also
23 evaluated the size and composition of the Settlement Class, investigated whether the alleged
24 Labor Code violations were susceptible to common proof, researched the legal issues presented
25 by each cause of action, and analyzed Defendant's anticipated defenses.

26 28. In addition, Class Counsel worked closely with a damages consultant to analyze
27 the payroll and timekeeping data, estimate the potential value of each claim, evaluate various
28 litigation outcomes, and prepare comprehensive damages models for use during mediation. That

1 investigation provided me with a thorough understanding of both the strengths and potential
2 weaknesses of the case and enabled me to intelligently evaluate the fairness of the proposed
3 Settlement.

4 29. Based upon the information obtained through my investigation and informal
5 discovery, the exchange of data between the Parties, and the detailed damages analyses prepared
6 before mediation, I believe the Settlement represents an excellent result for the Settlement Class
7 when viewed in light of the substantial litigation risks that remained. Although the Gross
8 Settlement Amount necessarily reflects a compromise of disputed claims, it was reached only
9 after careful consideration of the evidence, the probabilities of obtaining class certification, the
10 likelihood of establishing liability on each claim, the potential damages recoverable if Plaintiff
11 prevailed, and the very real possibility that Defendant could prevail on one or more dispositive
12 legal or factual issues. Defendant vigorously disputed liability, denied that it violated the Labor
13 Code, contested class certification, challenged Plaintiff's damages methodology, and maintained
14 that no recovery was warranted. In light of these disputed issues, I believe the Settlement provides
15 the best practical recovery obtainable without exposing the Settlement Class to the substantial
16 delay, expense, and uncertainty inherent in continued litigation.

17 30. As discussed more fully in Plaintiff's Motion for Preliminary Approval, Defendant
18 vigorously contested every material aspect of Plaintiff's claims. Defendant denied liability,
19 disputed that any unlawful policies or practices existed, challenged the propriety of class
20 treatment, contested the amount and methodology of Plaintiff's damages calculations, and
21 asserted numerous factual and legal defenses that would have required extensive additional
22 litigation to resolve. Those disputes presented significant litigation risks that were carefully
23 considered in evaluating the reasonableness of the Settlement.

24 31. Having personally participated in every significant stage of this litigation, from
25 the initial investigation through informal discovery, damages analysis, mediation, negotiation,
26 and settlement, I firmly believe that the proposed Settlement is fair, reasonable, and adequate
27 under California law. In my professional judgment, the Settlement reflects a meaningful recovery
28 achieved through informed and adversarial negotiations, avoids the significant risks, costs, and

1 delay associated with continued litigation, and provides substantial and immediate benefits to the
2 Settlement Class. For these reasons, I respectfully request that the Court grant final approval of
3 the Settlement and enter judgment in accordance with its terms.

4 32. In compliance with California Rules of Professional Conduct section 1.5.1,
5 Plaintiff signed a fee split agreement that provides that fees will be allocated between Class
6 Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%)
7 to Falakassa Law, P.C.

8 I declare under penalty of perjury under the laws of California that the foregoing is true
9 and correct, this 28th day of July 2026, at Los Angeles, California.

10 
11 Joshua Falakassa