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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.

Defendant.

CASE NO.: 24CV021767

Assigned to the Hon. Jill H. Talley

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

HEARING INFORMATION

Date: April 3, 2026

Time: 9:00 a.m.

Dept.: 23

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1 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the
2 years 2017 through 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
3 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50 wage
4 and hour class and/or PAGA action settlements in California in 2021-2024.

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

7 9. Currently, my firm is acting as counsel in at least thirty wage-and-hour class actions.

8 10. Through a contested but productive mediation, Plaintiff and Defendant Concord Feed
9 & Fuel, Inc. (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA
10 Settlement Agreement resolving the wage and hour claims of the Settlement Class (“Settlement
11 Agreement” and/or “Settlement”), and Class Notice which is attached as Exhibit “A” to the
12 accompanying Declaration of Mehrdad Bokhour.

13 11. The Settlement Agreement seeks to fully release and discharge Defendant from the
14 claims brought against it in this matter in exchange for Defendant’ agreement to pay \$850,000 on a
15 non-reversionary, non-claim made basis (each Settlement Class Member will receive his/her share of
16 the Net Settlement Amount without having to submit a claim form or taking action, except for those
17 who opt-out).

18 12. Plaintiff seeks to represent a settlement Class consisting of all persons who are or were
19 employed by Defendant in California and classified as non-exempt hourly employees at any time
20 during the Class Period, defined as October 28, 2020 through December 31, 2025 (the “Class” or
21 “Class Members”). Likewise, the PAGA Members include all persons who are or were employed by
22 Defendant in California and classified as non-exempt hourly employees at any time during the PAGA
23 Period, defined as October 28, 2023 through December 31, 2025 (“PAGA Members”).

24 13. Under the terms of the Settlement Agreement, Defendant will not oppose Class
25 Counsel’s application for an award of attorneys’ fees not to exceed \$283,333.33, representing one
26 third of the Gross Settlement Amount, reimbursement of Class Counsel’s litigation expenses not to
27 exceed \$25,000, Settlement Administration Expenses not to exceed \$10,000, PAGA penalties in the
28 total amount of \$10,000, of which \$6,500 or 65 percent will be paid to the California Labor and

1 Workforce Development Agency and \$3,500 or 35 percent will be paid to the PAGA Members, and
2 a Class Representative Service Payment not to exceed \$10,000 to Plaintiff Gerald Carson.

3 14. Based on the information exchanged during the litigation and confirmed at mediation,
4 I understand that the proposed Settlement Class includes approximately 375 non-exempt employees
5 who worked for Defendant in California during the Class Period. It is Plaintiff's contention that,
6 regardless of job title or role, all non-exempt employees were subject to the same wage-and-hour
7 policies and payroll and scheduling practices. Accordingly, Individual Settlement Payments will be
8 distributed on a pro rata basis based on each Class Member's number of Compensable Workweeks
9 during the Class Period. Assuming approximately 375 Settlement Class Members participate in the
10 settlement, the average recovery is estimated to be approximately \$1,350 to \$1,550 per class member,
11 with the highest estimated recovery being approximately \$3,000, depending on the number of
12 compensable workweeks worked during the Class Period.

13 15. The Settlement is non-reversionary, meaning that no portion of the Net Settlement
14 Amount will revert to Defendant. In addition, Settlement Class Members will not be required to
15 submit claim forms to receive payment. Instead, each Class Member will receive a detailed Notice
16 explaining the terms of the Settlement, their estimated Individual Settlement Payment, their right to
17 dispute the number of Compensable Workweeks attributed to them, and their right to opt out of or
18 object to the Settlement. All Class Members who do not affirmatively opt out will automatically
19 receive a settlement payment following the Court's final approval of the Settlement.

20 16. Based on my review of the Settlement Agreement and the information obtained
21 through investigation and discovery, I believe the Settlement is fair, reasonable, and adequate. The
22 Settlement was reached through arm's-length negotiations between experienced counsel with the
23 assistance of an experienced mediator after a meaningful exchange of information sufficient to
24 evaluate the strengths and weaknesses of the claims and defenses. Accordingly, Plaintiff respectfully
25 requests that the Court preliminarily approve the Settlement, conditionally certify the Settlement
26 Class pursuant to Code of Civil Procedure section 382 for settlement purposes, approve the proposed
27 Class Notice, appoint Class Counsel, appoint CPT Group as the Settlement Administrator, and set a
28 hearing for final approval.

1 17. Prior to mediation, the Parties engaged in an extensive informal discovery process that
2 enabled the Parties to meaningfully evaluate the claims and defenses. Defendant produced written
3 policies, compensation policies, and a statistically significant sampling of payroll and timekeeping
4 records. This information allowed Plaintiff's counsel and their expert to analyze key issues including
5 class size, workweeks worked, Defendant's pay practices, and potential damages exposure. Plaintiff
6 and counsel also conducted interviews with employees, researched the applicable law, investigated
7 Defendant's operations, and evaluated Defendant's potential defenses.

8 18. Based on this investigation and analysis, Class Counsel concluded that the Settlement
9 represents a fair, reasonable, and adequate resolution of the claims when weighed against the risks of
10 continued litigation. These risks include Defendant's asserted defenses, the uncertainty of class
11 certification and representative treatment, and the possibility of delay associated with prolonged
12 litigation and potential appellate review.

13 19. As further detailed in the accompanying Declaration of Mehrdad Bokhour, given the
14 realistic value of Plaintiff's claims, the \$850,000 Settlement Amount is an excellent result for the
15 Class, considering that the Settlement Amount totals approximately 66.9% of Plaintiff's risk-adjusted
16 value of the case. Preliminary approval is appropriate since the Settlement will provide significant
17 monetary relief to the Class. For these reasons, Plaintiff submits that the agreed-upon Settlement is
18 fair and reasonable.

19 20. The Settlement was the product of extensive, arm's-length negotiations between
20 experienced counsel and was facilitated by a respected wage-and-hour class action mediator.
21 Although the negotiations were professional and cordial, they were hard-fought and adversarial, and
22 the resulting Settlement is not the product of collusion. In reaching this agreement, Plaintiff and his
23 counsel carefully considered the risks, expense, and complexity associated with continued litigation,
24 including the possibility of unfavorable rulings on class certification, summary judgment, trial,
25 damages, or appeal. In addition, if Defendant prevailed on its defenses, Class Members might recover
26 little or nothing.

27 21. The Settlement will provide a fair and reasonable recovery to each Settlement Class
28 Member based on the number of Weeks Worked during the Class Period. I understand that Plaintiff

1 and Class Counsel conducted a thorough investigation of the claims and defenses and worked
2 diligently to achieve a resolution that maximizes the Class's recovery while avoiding the significant
3 additional expense associated with further litigation. After weighing the risks of continued litigation
4 against the benefits of a certain recovery, I believe the Settlement is in the best interests of the
5 Settlement Class and represents a fair and reasonable compromise of disputed claims.

6 22. Plaintiff's counsel brought substantial experience in wage-and-hour class action
7 litigation to the negotiation and evaluation of this Settlement. In preparing the case for mediation,
8 counsel conducted significant investigation and analysis, including review of Defendant's policies
9 and procedures, personnel documents, wage statements, and timekeeping records. Counsel also
10 performed a detailed analysis and extrapolation of the class-wide data produced by Defendant with
11 the assistance of an expert.

12 23. Based on my experience litigating wage-and-hour class actions, I believe that
13 Falakassa Law, P.C. and The Bokhour Law Group, P.C. possess the necessary experience and
14 expertise to evaluate the merits of the claims and Defendant's defenses in this matter. In my opinion,
15 the recovery provided under the Settlement is reasonable, fair, and adequate given the risks and
16 uncertainties inherent in obtaining class certification and proceeding to trial. The Settlement provides
17 meaningful compensation to Settlement Class Members without the delays and risks associated with
18 further litigation.

19 24. Based on the information available to me, both Plaintiff's counsel and Defendant's
20 counsel support the terms and conditions of the Settlement as set forth in the Settlement Agreement.

21 25. This case was prosecuted on a pure contingency basis, meaning that my firm assumed
22 the risk of advancing all litigation costs without any guarantee of recovery. Throughout the course of
23 this litigation, we paid all necessary costs, including filing fees, mediation costs, and expert expenses.
24 Had Plaintiff not prevailed, there was a substantial risk that these costs would not have been
25 recovered.

26 26. Based on my experience in wage-and-hour class actions, an attorneys' fee award of
27 one-third of the common fund is well within the range commonly approved by California courts. In
28 this case, Class Counsel will request attorneys' fees in the amount of one-third of the Settlement

1 Amount. Defendant does not oppose this request. Class Counsel will also seek reimbursement of
2 litigation costs not to exceed \$40,000, which reflects the actual costs incurred in prosecuting this case.

3 27. The Parties have stipulated, subject to Court approval, that CPT Group will serve as
4 the Settlement Administrator. CPT Group is an experienced and reputable class action settlement
5 administrator, and its fees for administering this Settlement will not exceed \$8,000.

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

10 29. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
11 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
12 and to preliminarily approve the notice plan and set a final approval hearing. Plaintiff will seek final
13 approval of attorneys' fees, costs, and service awards at the final approval stage.

14 I declare under penalty of perjury under the laws of California that the foregoing is true and
15 correct on this 9th day of March 2026, in Los Angeles, California.

16 By: 
17 Joshua Falakassa
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