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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

LARRY ATKINS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ITS LOGISTICS, LLC, a Delaware Limited
Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: STK-CV-UOE-2025-0001231

Assigned to the Hon. John Soldati

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

HEARING INFORMATION

Date: September 29, 2026

Time: 9:00 a.m.

Dept.: 10D

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1 court approval and judgment in several of those actions to date. I was selected as a “Super Lawyer
2 Rising Star” in Employment Litigation during the years 2017-2025, a distinction that is reserved
3 for the top 2.5% of lawyers in the practice area. My firm has also successfully obtained Top
4 Settlements for wage and hour class/PAGA actions in many counties across California as listed on
5 topverdict.com.

6 8. As the principal of Falakassa Law, P.C., and I have extensive experience litigating
7 complex wage-and-hour class and representative actions under California law. My practice is
8 devoted primarily to representing employees in wage-and-hour class actions and PAGA matters,
9 and I am well-versed in evaluating both the strengths of such claims and the viability of employer
10 defenses. My firm currently serves as counsel or co-counsel in dozens of wage-and-hour class and
11 PAGA actions throughout California, and we possess the experience, resources, and commitment
12 necessary to provide effective and adequate representation to aggrieved employees in this matter.

13 9. I have personally handled numerous wage-and-hour class and PAGA representative
14 actions from inception through resolution, including cases involving claims for unpaid minimum
15 wages, overtime, meal and rest period violations, unreimbursed business expenses, wage statement
16 violations, waiting time penalties, and unfair competition under Business and Professions Code
17 section 17200. This experience enables me to assess the reasonableness of settlements, including
18 the one presented here, considering both the legal and practical risks inherent in such litigation.

19 10. Based on my experience litigating wage-and-hour matters, including PAGA
20 representative actions and class actions, and after carefully considering the factual and legal issues
21 presented, the evidence developed through the Parties’ investigation and discovery, Defendant’s
22 defenses, and the substantial risks and uncertainties associated with continued litigation, it is my
23 opinion that the proposed PAGA Settlement is fair, reasonable, and provides a substantial benefit
24 to the LWDA and the Aggrieved Employees. For these reasons, and those discussed below, I
25 strongly support approval of the PAGA Settlement Agreement (the “Settlement Agreement” or
26 “Settlement”).

27 11. I have substantial experience representing employees in complex wage-and-hour
28 litigation, including representative PAGA actions and class actions. That experience informs my

1 assessment of both the potential value of the claims and the significant risks inherent in litigating
2 those claims through trial and any subsequent appeal. Based upon my experience and my familiarity
3 with the facts, evidence, claims, defenses, and procedural history of this Action, I believe the
4 Settlement represents a favorable and well-informed resolution of genuinely disputed claims.

5 12. My co-counsel and I have devoted substantial time and resources to investigating,
6 developing, and prosecuting this Action. Our work provided us with sufficient information to
7 meaningfully evaluate the strengths and weaknesses of Plaintiffs' claims, Defendant's defenses,
8 the potential PAGA exposure, and the likelihood of achieving a greater recovery through continued
9 litigation. The Settlement was therefore not reached prematurely or without an adequate factual
10 foundation. Rather, it represents the product of informed judgment following substantial
11 investigation, analysis, and adversarial negotiations.

12 13. Plaintiff and Defendant ITS Logistics, LLC ("Defendant") (collectively, the
13 "Parties") entered into a Joint Stipulation and Settlement Agreement of Class Action and
14 Representative PAGA Claims resolving the wage and hour claims of the Settlement Class
15 ("Settlement Agreement" and/or "Settlement"), and a Class Notice which is attached to the
16 accompanying Declaration of Mehrdad Bokhour as Exhibit "A".

17 14. Under the terms of the Settlement Agreement, Defendant will not oppose Class
18 Counsel's application for an award of attorneys' fees not to exceed \$50,000, representing one third
19 of the Gross Settlement Amount, reimbursement of Class Counsel's litigation expenses not to exceed
20 \$20,000, Settlement Administration Expenses not to exceed \$5,000, PAGA penalties in the total
21 amount of \$10,000, of which \$6,500 or 65 percent will be paid to the California Labor and Workforce
22 Development Agency and \$3,500 or 35 percent will be paid to the PAGA Members, and a Class
23 Representative Service Payment not to exceed \$10,000 to Plaintiff Larry Atkins.

24 15. The Settlement Class consists of approximately 59 non-exempt hourly employees who
25 worked for Defendant in California during the Class Period. Plaintiff alleges that, regardless of job
26 title or position, all non-exempt hourly employees were subject to the same wage and hour policies
27 and practices. Based on Defendant's records, Class Members collectively worked approximately
28 1,786 Workweeks during the Class Period. After deductions approved by the Court, the Net

1 Settlement Amount will be distributed on a pro rata basis according to each Participating Class
2 Member's number of Workweeks. Based on these figures, the average Individual Class Payment is
3 conservatively estimated at \$900 to \$1,000. A Class Member who worked the entire Class Period
4 would receive the highest Individual Class Payment, which is estimated to be approximately \$7,000
5 to \$8,000. Class Members who worked fewer Workweeks will receive proportionally smaller
6 payments.

7 16. Because the Settlement is fair, reasonable, and adequate, and is the result of arm's-
8 length negotiations between experienced counsel with the assistance of an experienced mediator,
9 following a thorough exchange of relevant information and documents, it warrants preliminary
10 approval. Plaintiff respectfully requests that the Court enter an order: (1) preliminarily approving the
11 Settlement; (2) conditionally certifying the Settlement Class pursuant to California Code of Civil
12 Procedure section 382 for settlement purposes only; (3) approving the form and manner of
13 dissemination of the proposed Class Notice; (4) appointing Plaintiff Larry Atkins as Class
14 Representative and appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S.
15 Falakassa of Falakassa Law, P.C. as Class Counsel for settlement purposes only; (5) appointing
16 Phoenix Settlement Administrators as the Settlement Administrator; and (6) scheduling a Final
17 Approval Hearing.

18 17. As further detailed in the accompanying Declaration of Mehrdad Bokhour, the
19 \$150,000 Gross Settlement Amount represents approximately 37% to 66% of Plaintiff's estimated
20 risk-adjusted recovery. Given the substantial risks associated with class certification, proving liability
21 and damages, and prevailing at summary judgment or trial, the Settlement provides meaningful and
22 immediate monetary relief to Class Members and is fair, reasonable, and adequate

23 18. The Settlement reached is the product of substantial effort by the Parties and their
24 counsel. Although Plaintiff and their counsel believe that there was a possibility of certifying the
25 claims, they recognized the potential risk, expense, and complexity posed by litigation, such as
26 unfavorable decisions on class certification, summary judgment, at trial and/or on the damages
27 awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant
28 prevailed on any of their defenses, the employees may not have received any substantial monetary

1 recovery.

2 19. The Settlement will result in a fair payment to each Settlement Class Member based
3 on the number of Weeks Worked during the Class Period. After evaluating the significant risks
4 attendant with further litigation described above and weighing them against the benefits of a known
5 compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed
6 to is believed to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable
7 resolution of the claims alleged.

8 20. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
9 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal
10 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
11 judgment throughout the settlement process, including significant document review (e.g., documents
12 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
13 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
14 class-wide data provided by Defendant.

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

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

24 23. Of course, the Settlement Amount represents a compromise figure, taking into account
25 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
26 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class
27 Members, with no reversion to Defendant.

28 24. When this case was taken on a contingency fee basis, with our firm agreeing to assume

1 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
2 litigation, we paid all costs, including the filing fees and expert costs. There was never a guarantee
3 that our firms would recoup these expenditures. In fact, had Plaintiff lost, he could have been ordered
4 to pay Defendant's costs

5 25. It is our experience that attorneys' fee awards of one-third of a common fund
6 settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement
7 Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further
8 warranted because it falls within the range typically awarded in class actions. Our firm's Costs will
9 not exceed \$20,000 and will be based on the actual amount incurred at the time of final approval.

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

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

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

20
21 By: _____
Joshua Falakassa, Esq.