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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SUTTER

FERNANDO LOPEZ, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

US LBM SERVICE CO., a Delaware Limited
Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CVCS25-0000492

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

HEARING INFORMATION

Date: May 4, 2026
Time: 9:00 a.m.
Dept.: 1

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I, Joshua Falakassa, say and declare as follows:

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., and I serve as attorney of record for Plaintiff Fernando Lopez (“Plaintiff”) and the Putative Class.

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

3. I have been a member, in good standing, of the State Bar of California since 2013. I am admitted to practice before all California state courts and the United States District Court of California for the Northern, Central District, and Eastern Districts. I have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts across California.

4. I am a 2013 graduate from the University of California, Berkeley, School of Law (“Boalt Hall”), where I completed courses in Labor Law, Employment Discrimination, and Labor/Employment arbitration. 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. From August 2018 to January 2019, I was an associate at the Paul Haines Law Group, where I actively managed a caseload of more than 50 class and representative PAGA action lawsuits in California and federal courts.

6. 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 wage/hour cases.

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. Following arm’s-length negotiations conducted in the context of a contested but
9 productive mediation, Plaintiff and Defendant US LBM Seervice Co. (“Defendant”) (collectively,
10 the “Parties”) entered into a Class Action and PAGA Settlement Agreement resolving the wage and
11 hour claims of the Settlement Class (“Settlement Agreement” and/or “Settlement”), and Class Notice
12 which is attached as Exhibit “A” to the accompannying 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’s agreement to pay \$715,000 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. Under the terms of the Settlement Agreement, Defendant will not oppose Class
19 Counsel’s application for an award of attorneys’ fees not to exceed \$238,333.33, representing one
20 third of the Gross Settlement Amount, reimbursement of Class Counsel’s litigation expenses not to
21 exceed \$30,000, Settlement Administration Expenses not to exceed \$7,500, PAGA penalties in the
22 total amount of \$50,000, of which \$32,500 or 65 percent will be paid to the California Labor and
23 Workforce Development Agency and \$17,500 or 35 percent will be paid to the PAGA Members, and
24 a Class Representative Service Payment not to exceed \$10,000 to Plaintiff Fernando Lopez.

25 13. The Settlement Class consists of approximately 735 non-exempt hourly employees
26 who worked for Defendant US LBM Service Co. in California during the Class Period. Plaintiff
27 alleges that, regardless of job title or position, all non-exempt hourly employees were subject to the
28 same wage and hour policies and practices. Based on Defendant’s records as of December 15, 2025,

1 Class Members collectively worked approximately 37,227 Workweeks during the Class Period. After
2 deductions approved by the Court, the Net Settlement Amount will be distributed on a pro rata basis
3 according to each Participating Class Member's number of Workweeks. Based on these figures, the
4 average Individual Class Payment is conservatively estimated at \$500 to \$600. A Class Member who
5 worked the entire Class Period would receive the highest Individual Class Payment, estimated at
6 approximately \$900 to \$1000. Class Members who worked fewer Workweeks will receive
7 proportionally smaller payments.

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

18 15. As further detailed in the accompanying Declaration of Mehrdad Bokhour, given the
19 realistic value of Plaintiff's claims, the \$715,000 Settlement Amount is an excellent result for the
20 Class, considering that the Settlement Amount totals approximately 51.7% of Plaintiff's risk-adjusted
21 value of the case. Preliminary approval is appropriate since the Settlement will provide significant
22 monetary relief to the Class.

23 16. The Settlement was reached following extensive arm's-length negotiations facilitated
24 by an experienced wage-and-hour mediator. While professional, the negotiations were adversarial
25 and non-collusive. Plaintiff and her counsel carefully evaluated the risks of continued litigation,
26 including the possibility of an adverse ruling on class certification, summary judgment, trial, or
27 appeal. They also considered the risk that Defendant could prevail on its defenses, which could
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1 significantly limit or eliminate recovery. The Settlement reflects a reasoned compromise in light of
2 these risks.

3 17. Prior to reaching the Settlement, Plaintiff's counsel conducted a thorough
4 investigation, including informal discovery, data analysis, and evaluation of Defendant's policies and
5 records. This included review of documents such as wage statements, time records, and personnel
6 and policy documents, as well as analysis and extrapolation of class-wide data. This work enabled
7 counsel to make an informed assessment of the case and negotiate from a position of strength.

8 18. Based on our experience litigating wage-and-hour class actions, we believe that the
9 Settlement provides fair, reasonable, and adequate relief to the Settlement Class. The recovery
10 obtained is significant when weighed against the risks, costs, and delays associated with continued
11 litigation, and represents a favorable outcome for Class Members.

12 19. Both Plaintiff's counsel and Defendant's counsel support the Settlement and believe
13 its terms are fair, reasonable, and appropriate under the circumstances.

14 20. The Settlement reflects a compromise of disputed claims, taking into account the
15 uncertainties of litigation and Defendant's asserted defenses. Nevertheless, it provides meaningful,
16 non-reversionary monetary relief to the Class.

17 21. This case was prosecuted on a contingency basis, with Plaintiff's counsel advancing
18 all litigation costs. There was no guarantee of recovery, and had Plaintiff not prevailed, counsel would
19 not have recouped these expenditures. This risk supports the reasonableness of the requested fee.

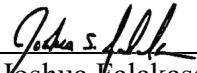
20 22. An attorneys' fee award of one-third of the common fund is consistent with prevailing
21 standards in California class action litigation. The requested fee is reasonable in light of the result
22 achieved, the risks undertaken, and the work performed. Litigation costs will not exceed \$30,000 and
23 reflect actual expenses incurred in prosecuting this matter.

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

28 24. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,

1 and to preliminarily approve the notice plan and set a final approval hearing. Plaintiff will seek final
2 approval of attorneys' fees, costs, and service awards at the final approval stage.

3 I declare under penalty of perjury under the laws of California that the foregoing is true and
4 correct on this 1st day of April 2026, in Los Angeles, California.

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6 By: 
Joshua Falakassa
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