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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

QUINCY GRIFFIN PERKINS, JOSE
JOHNSON, IGNACIO PARKS, AND
TIWAN JOHNSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HADCO METAL TRADING SANTA FE
SPRINGS CA dba RYDER
INTEGRATED
LOGISTICS INC.: and DOES 1-50,
inclusive,

Defendants.

Lead Case No. 3:23-cv-00502-WHO
[Consolidated for all purposes with Case
No. 3:23-cv-01694-WHO & Case No.
4:22-cv-07456-JST]

[Assigned to the Honorable William H.
Orrick]

FRCP RULE 23 CLASS ACTION

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

DECLARATION OF JOSHUA FALAKASSA

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 co-counsel for Plaintiffs Quincy Griffin Perkins, Jose Johnson, Ignacio Parks, and Tiwan Johnson (collectively, “Plaintiffs”) 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.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

4. I graduated with a Bachelor of Arts, *Summa Cum Laude*, with a major in History and a Minor in Public Affairs from the University of California, Los Angeles (“UCLA”) in 2009. I received my J.D. from University of California, Berkeley, School of Law (“Berkeley Law”) in 2013 and became a member of the California State Bar in December 2013.

5. During law school, I successfully completed courses in Labor Law, Employment Discrimination and Labor/Employment Arbitrations. I also 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.

6. From August 2018-January 2019, I served as an associate at the Paul Haines Law Group, where I actively managed a caseload of more than 50 wage and hour class and PAGA action lawsuits in California and federal courts.

7. Thereafter, as principal of Falakassa Law, P.C., I have handled over 100 employee vs. employer litigation matters, including more than 80 class action wage/hour and PAGA cases. Over the last few years, my practice has almost entirely

1 consisted of representing employees, the majority of which has included class action
2 and representative action wage and hour matters. In total, I have handled upwards of
3 80 class action and representative action wage/hour cases.

4 8. I was selected as a “Super Lawyer Rising Star” in Employment
5 Litigation during the years 2017, 2018 and 2019, 2020, 2021, 2022, 2023, and 2024,
6 a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I was
7 also recognized by TopVerdicts.com for obtaining several of the highest wage and
8 hour class and PAGA action settlements in 2021 in the State of California.

9 9. As set forth above, I have handled upwards of 80 class and representative
10 actions, have been appointed as class counsel and have successfully litigated and
11 resolved several class actions, and many others remain pending.

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

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

16 12. Through a contested but productive mediation, Plaintiffs and Defendants
17 Ryder Transportation Solutions, LLC and/or Ryder Integrated Logistics, Inc.
18 (“Defendants”) (collectively, the “Parties”) entered into a Class Action and PAGA
19 Settlement Agreement and Addendum resolving the wage and hour claims of the Class
20 (“Settlement Agreement” and/or “Settlement”).

21 13. The Settlement was the product of extensive arm’s length negotiations
22 between counsel and was facilitated by an experienced wage-and-hour class action
23 mediator. Though cordial and professional, the Settlement negotiations were
24 adversarial and non-collusive in nature. The Settlement reached is the product of
25 substantial effort by the Parties and their counsel. Although Plaintiffs and Class
26 Counsel believed that there was a possibility of certifying the claims, they recognized
27 the potential risk, expense, and complexity posed by litigation, such as unfavorable
28 decisions on class certification, summary judgment, at trial and/or on the damages

1 awarded, and/or on an appeal that can take several more years to litigate. In addition,
2 if Defendants prevailed on any of its defenses, the Class Members may not have
3 received any substantial monetary recovery.

4 14. The Settlement will result in a fair payment to each Settlement Class
5 Member based on the number of Compensable Workweeks worked during the Class
6 Period. As set forth hereinabove, Plaintiffs and counsel have diligently investigated the
7 claims and defenses on behalf of the Class Members and worked to achieve a resolution
8 of the claims to maximize the recovery by avoiding further expenditure of attorneys'
9 fees and costs. After evaluating the significant risks attendant with further litigation
10 described above and weighing them against the benefits of a known compromise and
11 settlement as set forth in the Settlement Agreement, settlement on the terms agreed to
12 is believed to be in the best interest of Plaintiffs and the Class and is a fair and
13 reasonable resolution of the claims alleged.

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

22 16. Based on our experience in other cases, including wage and hour matters,
23 I believe Mehrdad Bokhour, my other co-counsel and I are qualified to evaluate the
24 class claims and viability of defenses in this class action. In this case, the recovery for
25 each Class Member is reasonable, fair, and adequate, and a settlement at this time is in
26 the Class's best interest. The Settlement compensates each Class Member for the
27 alleged violations when viewed in relation to the costs and risks inherent in obtaining
28 class certification and proceeding to trial.

1 17. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms
2 and conditions of the Settlement as set forth in the abovementioned Settlement
3 Agreement.

4 18. Of course, the Settlement Amount represents a compromise figure, taking
5 into account the various risks surrounding class certification and the merits of
6 Defendant's asserted defenses. Nevertheless, the Settlement provides for fair and
7 adequate payments to the Class Members, with no reversion to Defendant.

8 19. Plaintiffs seek Service Awards in an amount not to exceed \$15,000 to each
9 named Plaintiff, which we believe is fair and warranted. Plaintiffs agreed to come
10 forward in an effort to effectuate a policy and practice change that benefitted all other
11 Class Members, and to recover unpaid wages and penalties. They assumed significant
12 risk in bringing this litigation, namely, had they lost, they would have been ordered to
13 pay Defendants' costs.

14 20. Plaintiffs provided invaluable assistance to the investigation and
15 prosecution of this case, including providing factual background for the class and
16 PAGA Complaint; reviewing the litigation documents; providing information and
17 documentation about Defendant's policies and practices; participating in phone calls
18 to discuss litigation and settlement strategy; and reviewing the settlement documents.
19 Plaintiffs agreed to participate in this case with no guarantee of personal benefit.
20 Plaintiffs' comprehensive declarations setting forth all of the reasons why they believe
21 that the Service Awards should be approved has been filed herewith.

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

25 22. When this case was taken on a contingency fee basis, with our firms
26 agreeing to assume responsibility for all litigation costs, the ultimate result was far
27 from certain. During this litigation, we paid all costs, including the filing fees, court
28 costs, research/database fees, mediation costs, and expert costs. There was never a

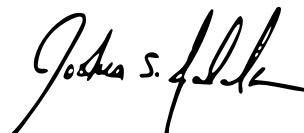
1 guarantee that our firms would recoup this expenditure.

2 23. It is our experience that attorneys' fee awards of one-third of a common
3 fund settlement are the standard in California. Once the Court grants preliminary
4 approval of the Settlement Agreement and the Notice Packet is disseminated,
5 Plaintiffs' counsel will submit a request for attorneys' fees and costs with its final
6 approval motion. Defendants do not oppose this fee request. The fee is further
7 warranted because it is within the range of reasonableness typically awarded in class
8 actions. Our firm's collective costs will not exceed \$50,000 and will be based on the
9 actual amount incurred at the time of final approval.

10 24. Subject to the Court's approval, the parties stipulated to ILYM Group,
11 Inc. to serve as the Settlement Administrator. ILYM Group, Inc. is experienced in
12 administering class action settlements and will not exceed than \$35,000 to administer
13 this class action Settlement.

14 25. For the foregoing reasons, it is respectfully requested that the Court grant
15 preliminary approval of the Settlement as being fair, reasonable, and in the best
16 interests of the Class, as well as preliminarily approve the requested attorneys' fees and
17 costs, and Service Awards to the Class Representatives.

18 I declare under penalty of perjury under the laws of the state of California that
19 the foregoing is true and correct on this 17th day of April 2024, in Los Angeles,
20 California.

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22 By: 
23 Joshua Falakassa

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