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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

GORDON HUCKABY, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

PACIFIC SOUTHWEST CONTAINER, LLC, a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CV-23-002008

Assigned to the Hon. Sonny S. Sandhu

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

Hearing

Date: December 3, 2025

Time: 8:30 a.m.

Dept.: 24

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 attorney of record, along with the Bokhour Law Group, P.C., for Plaintiff Gordon Huckaby (“Plaintiff”) and the Putative Class. 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.

2. 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 District and 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, (“Berkeley Law”) 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.

5. From August 2018-January 2019, I as 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

1 employees, the majority of which has included class action and representative action wage and
2 hour matters. In total, I have handled upwards of 60 class action and representative action
3 wage/hour cases.

4 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
5 the years 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
6 area. I have also been recognized by Topverdicts.com for achieving Top 20 and Top 50 wage and
7 hour class and/or PAGA action settlements in California in 2021, 2022, 2023, and 2024.

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

10 9. Currently, my firm is acting as counsel in at least forty wage-and-hour class
11 actions.

12 10. Class Counsel are respected members of the California Bar with strong records of
13 vigorous and effective advocacy of their clients, and they are experienced in handling complex
14 class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the claims in
15 this action, but they strongly and unequivocally support the proposed Settlement as being in the
16 best interest of the Settlement Class based on the circumstances referenced herein.

17 11. I have been appointed class counsel in various courts across the State of California,
18 including the following non-exhaustive list of recent settlements for which I have been the handling
19 attorney:

20 • *Thomas Anderson Doty, on behalf of himself and all others similarly situated v.*
21 *Underground Construction Co. Inc.*; Solano County Superior Court, Case No. FCS054576;
(approval of \$1,450,000 Class and PAGA Action Settlement);

22 • *Zirl Wilson, on behalf of himself and all others similarly situated v. TCG Oakland*
23 *LLC; NWLA Delivery Inc.*, Alameda County Superior Court, Case No. RG20063636; (approval of
24 \$500,000 Class and PAGA Action Settlement);

25 • *Garza v. Cen-Cal Fire Systems, Inc., et al.*, Case No. RG20070111 (approval
26 granted on April 27, 2021) (PAGA settlement of \$350,000 approved by Hon. Brad Seligman);

27 • *Martinez v. JSL Transport, L.L.C.*, Case No. RG20050358 (approval granted on
28 May 5, 2021) (PAGA settlement of \$185,000 approved by Hon. Winifred Y. Smith);

- 1 • *Aguirre v. Swinerton Builders, et al.*, Case No. CIVDS1925363 (final approval
2 granted on May 26, 2021) (wage and hour class and PAGA settlement of \$2,250,000 approved by
3 Hon. David Cohn);
- 4 • *Bautista, et al. v. Builder Services Group, Inc.*, Case No. RG19038041 (approval
5 granted on July 30, 2021) (PAGA settlement of \$2,200,000 approved by Hon. Dennis Hayashi);
- 6 • *Hoff, et al. v. Dependable Highway Express, Inc.*, Case No. 34-2020-00272729-CU-
7 OE-GDS (final approval granted on August 23, 2021) (wage and hour class and PAGA settlement
8 of \$800,000 approved by Hon. Shama H. Mesiwala);
- 9 • *Mann v. Altec Industries, Inc.*, Case No. FCS054121 (final approval granted on
10 September 17, 2021) (wage and hour class and PAGA settlement of \$1,450,000 approved by Hon.
11 Bradley E. Nelson);
- 12 • *Ayala v. FabFitFun, Inc.*, Case No. CIVDS2006687 (approval granted on October
13 7, 2021) (PAGA settlement of \$820,000 approved by Hon. David Cohn);
- 14 • *Becerra v. Luxfer, Inc.*, Case No. RIC2001892 (final approval granted on October
15 29, 2021) (wage and hour and PAGA settlement of \$1,125,000 approved by Hon. Lawrence W.
16 Fry);
- 17 • *Sifuentes, et al. v. Roofline, Inc., dba Roofline Supply & Delivery*, Case No. 34-
18 2019-00269947 (final approval granted on November 30, 2021) (wage and hour class and PAGA
19 settlement of \$1,850,000 approved by Hon. Shama H. Mesiwala);
- 20 • *Bjornsen v. Paychex North America, Inc.*, Case No. 34-2020-00286974 (approval
21 granted on January 11, 2022) (PAGA settlement of \$650,000 approved by Hon. Christopher E.
22 Krueger);
- 23 • *Villa v. Sharecare Health Data Services, LLC, et al.*, Case No. 37-2020-0016422-
24 CU-OE-CTL (final approval granted on February 18, 2022) (wage and hour class and PAGA
25 settlement of \$630,000 approved by Hon. Eddie C. Sturgeon);
- 26 • *Rebulloza v. Acosta Employee Holdco, LLC*, Case No. RG21087775 (approval
27 granted on March 17, 2022) (PAGA settlement of \$525,000 approved by Hon. Somnath Raj
28 Chatterjee);
- *Benavides v. Production Framing, Inc.*, Case No. 34-2021-00295745-CU-OE-GDS

1 (approval granted on May 12, 2022) (PAGA settlement of \$858,000 approved by Hon. Jill H.
2 Talley);

3 • *De Los Angeles Vasquez v. Nutrawise Health & Beauty Corp.*, Case No. 30-2020-
4 01140636-CU-OE-CXC (final approval granted on June 28, 2022) (wage and hour and PAGA
5 settlement of \$312,946.43 approved by Hon. William D. Claster);

6 • *Buckner v. Xpress Global Systems, LLC*, Case No. RG20080657 (final approval
7 granted on August 1, 2022) (wage and hour and PAGA settlement of \$500,000 approved by Hon.
8 Stephen Kaus);

9 • *Estrada, et al. v. HHM Facility Management, LLC.*, Case No. RG20078429 (final
10 approval granted on October 13, 2022) (wage and hour and PAGA settlement of \$500,000 approved
11 by Hon. Brad Seligman);

12 • *Garcia v. J-M Manufacturing Company, Inc., et al.*, Case No. STK-UOE-2021-4926
13 (final approval granted on October 25, 2022) (wage and hour and PAGA settlement of \$750,000
14 approved by Hon. Janye C. Lee);

15 • *Stacy v. Hickman Egg Ranch, Inc.*, Case No. CVRI2103899 (final approval granted
16 on November 21, 2022) (wage and hour and PAGA settlement of \$325,000 approved by Hon.
17 Harold W. Hopp);

18 • *Guevara v. Bunge Oils, Inc.*, Case No. CV-21-004207 (final approval granted on
19 November 29, 2022) (wage and hour and PAGA settlement of \$500,000 approved by Hon. John R.
20 Mayne);

21 • *Camp v. Matson Logistics Warehousing, Inc.*, Case No. RG21088637 (final
22 approval granted on December 16, 2022) (wage and hour and PAGA settlement of \$375,000
23 approved by Hon. Jenna Whitman);

24 • *Silva-Branbila v. Barry Callebaut USA, LLC*, Case No. 21CV000337 (final
25 approval granted on December 20, 2022) (wage and hour and PAGA settlement of \$350,000
26 approved by Hon. Scott R.L. Young);

27 • *Orozco v. Taylored Services, LLC*, Case No. CIVSB2133520 (final approval
28 granted on January 27, 2023) (wage and hour and PAGA settlement of \$600,000 approved by Hon.
Joseph Ortiz);

- 1 • *Sanford v. Orchard Machinery Corporation*, Case No. CVCS21-0001614 (final
2 approval granted on January 30, 2023) (wage and hour and PAGA settlement of \$650,000 approved
3 by Hon. Sarah Heckman);
- 4 • *Farley v. Bimbo Bakeries USA, Inc.*, Case No. 2020-00285248 (final approval
5 granted on February 2, 2023) (wage and hour and PAGA settlement of \$2,500,000 approved by
6 Hon. Jill H. Talley);
- 7 • *Ellingson v. Mueller Nicholls, Inc.*, Case No. RG21114800 (final approval granted
8 on February 2, 2023) (wage and hour and PAGA settlement of \$395,000 approved by Hon. Evelio
9 Grillo);
- 10 • *Ayotte v. Frank, Rimerman + Co., LLP*, Case No. 21CV386288 (final approval
11 granted on April 13, 2023) (wage and hour and PAGA settlement of \$775,000 approved by Hon.
12 Theodore C. Zayner);
- 13 • *Enriquez v. Shipbob, Inc.*, Case No. CVRI2101452 (final approval granted on May
14 1, 2023) (wage and hour and PAGA settlement of \$925,000 approved by Hon. Harold W. Hopp);
- 15 • *Truchinski v. Hologic, Inc., et al.*, Case No. 21STCV19587 (approval granted on
16 May 20, 2023) (PAGA settlement of \$750,000 approved by Hon. Sunil R. Kulkarni); and
- 17 • *Incze v. Radial, Inc., et al.*, Case No. CIVSB2133520 (approval granted on July 5,
18 2023) (wage and hour and PAGA settlement of \$559,905 approved by Hon. David Cohn);
- 19 • *Verdugo v. Nvent Thermal, LLC*, Case No. 21-CIV-04370 (approval granted on July
20 6, 2023) (wage and hour and PAGA settlement of \$3,250,000 approved by Hon. Robert D. Foiles);
- 21 • *Le v. Cresco Labs, Inc., et al.*, Case No. JCCP 5226 (approval granted on August
22 11, 2023) (wage and hour and PAGA settlement of \$890,000 approved by Hon. Lauri A. Damrell);
- 23 • *Chilton v. Pacific Eye Institute, A Medical Group, Inc., et al.*, Case No.
24 CIVSB2200827 (approval granted on August 21, 2023) (wage and hour and PAGA settlement of
\$1,970,000 approved by Hon. David Cohn);
- 25 • *Cervantes, et al. v. Genuine Parts Company, Inc., et al.*, Case No. 22STCV00981
26 (approval granted on September 14, 2023) (PAGA settlement of \$1,300,000 approved by Hon.
27 Gregory Keosian);
- 28 • *Attaway, et al. v. Alliance Residential, LLC*, Case No. JCCP No. 5173 (approval

1 granted on September 29, 2023) (PAGA settlement of \$500,000 approved by Hon. Theodore C.
2 Zayner);

3 • *Gonzales v. Scosche Industries, Inc.*, Case No. 56-2022-00564014-CU-OW-VTA
4 (final approval granted on October 20, 2023) (wage and hour and PAGA settlement of \$282,205.30
5 approved by Hon. Matthew P. Guasco);

6 • *Blakes v. PGP International, Inc.*, Case No. CV2022-1554 (final approval granted
7 on November 14, 2023) (wage and hour and PAGA settlement of \$1,000,000 approved by Hon.
8 Stephen L. Mock);

9 • *Grant v. Rodd & Gunn USA Retail, Inc.*, Case No. MSC2102113 (final approval
10 granted on November 30, 2023) (wage and hour and PAGA settlement of \$450,000 approved by
11 Hon. Charles S. Treat);

12 • *Barajas v. Quanex Homeshield, LLC, et al.*, Case No. 34-2022-00317535 (final
13 approval granted on December 8, 2023) (wage and hour and PAGA settlement of \$1,000,000
14 approved by Hon. Jill H. Talley);

15 • *Magnotti v. The Highest Craft, LLC, et al.*, Case No. CVRI2105547 (final approval
16 granted on January 4, 2024) (wage and hour and PAGA settlement of \$400,000 approved by Hon.
17 Harold W. Hopp); and *Arrayga v. Medical Extrusion Technologies, Inc.*, Case No. CVRI2203190
18 (final approval granted on January 16, 2024) (wage and hour and PAGA settlement of \$553,350
19 approved by Hon. Harold W. Hopp)

20 12. Through a contested but productive mediation, Plaintiff and Defendant Pacific
21 Southwest Container, LLC (“Defendant”) (collectively, the “Parties”) entered into a Class Action and
22 PAGA Settlement Agreement resolving the wage and hour claims of the Class (“Agreement”), which
23 is attached as Exhibit “A” to the accompanying Declaration of Mehrdad Bokhour. The Settlement
24 Agreement seeks to fully release and discharge it from the claims brought against it in this matter in
25 exchange for Defendant’s agreement to pay \$2,895,000 on a non-reversionary, non-claim-made basis
26 (each Class Member will receive his/her share of the Net Settlement Amount without having to
27 submit a claim form or taking action, except for those who opt out). Plaintiff seeks to represent a
28 Class of all persons employed by Defendant in California in non-exempt, hourly paid positions at any
time during the Class Period of July 17, 2019, and the preliminary approval date (“Class Period”).

1 13. Under the terms of the Settlement Agreement, Defendant will not oppose Plaintiff
2 Counsel's application for a reasonable award of attorney's fees not to exceed 1/3 of the Gross
3 Settlement Amount, litigation expenses not to exceed \$30,000, Settlement Administrator Costs of
4 \$20,000, PAGA penalties of \$100,000 (with 75% to the LWDA and 25% to the Aggrieved Employees
5 on a pro rata basis), and a Service Payment of \$7,500 to the named Plaintiff ("Class Representative"):

6 14. In preparation for the mediation, the Parties informally exchanged documents and
7 information that allowed both sides to calculate potential damages and evaluate potential risk,
8 including policies and procedures pertaining to each claim alleged, and statistics relating to the
9 number of current and former employees, number of shifts, pay periods worked and other things.
10 Defendant also provided its written policies and practices and a robust sampling of payroll and
11 timekeeping records for Class Members covering over 1,089,146 shifts worked. This information
12 enabled both parties to take a deep dive into the claims. Additionally, during this process, Plaintiff
13 and their counsel analyzed, researched, and investigated the potential issues, including matters related
14 to the calculation of damages, trial, and appellate issues and risks.

15 15. On March 5, 2025, Plaintiff and Defendant participated in mediation before Eve
16 Wagner, Esq., one of California's most highly experienced and respected class action mediators. The
17 mediator issued a mediator's proposal, which was accepted by Plaintiff and Defendant.

18 16. Plaintiff alleged numerous wage and hour violations on behalf of the Class Members.
19 However, Defendant vigorously contested and denied Plaintiff's material allegations on the merits
20 and as to the propriety of a class action or PAGA representative action. Based upon detailed data
21 obtained through informal discovery and information exchanges, Plaintiff's counsel estimated the
22 following big-picture data points through the date of mediation: (1) 2,210 Class Members who
23 worked approximately 240,000 workweeks and 1,089,146 shifts.

24 17. From these numbers, and by applying violation rates derived from analysis of
25 extensive documents and data from the Defendant, Plaintiff calculated the potential maximum and
26 risk-adjusted value of the claims as further detailed in the accompanying Declaration of Mehrdad
27 Bokhour.

28 18. The reasonableness of the settlement is apparent from the fact that the proposed

1 settlement is 53% of the risk-adjusted class damages and penalties. And while the PAGA penalties
2 had a maximum value in the high six figures, this fails to acknowledge that courts have wide latitude
3 to reduce the civil penalties “based on the facts and circumstances of a particular case” and if “to do
4 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor
5 Code § 2699(e)(2). Moreover, Defendant argued against the merits of the underlying claims,
6 particularly that the “willfulness” standard and/or “good faith” defenses mitigated the civil penalty
7 claims and rendered any such penalties uncertain. Defendant also argued that it is improper to stack
8 civil penalty claims on top of the underlying statutory claim. In addition, Defendant contended that
9 most putative class members had executed arbitration agreements containing class action waivers,
10 which posed a substantial risk to class certification and further diminished the likelihood of recovery
11 on a classwide basis.

12 19. The Settlement was the product of extensive arm’s length negotiations between
13 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
14 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
15 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
16 Plaintiff and Class Counsel believed that there was a possibility of certifying the claims, they
17 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
18 decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or
19 on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any
20 of its defenses, the Class Members may not have received any substantial monetary recovery.

21 20. The Settlement will result in a fair payment to each Settlement Class Member based
22 on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiff and
23 counsel have diligently investigated the claims and defenses on behalf of the Class Members and
24 worked to resolve the claims to maximize the recovery by avoiding further expenditure of attorneys’
25 fees and costs. After evaluating the significant risks attendant with further litigation described above
26 and weighing them against the benefits of a known compromise and settlement as set forth in the
27 Settlement Agreement, a settlement on the terms agreed to is believed to be in the best interest of
28 Plaintiff and the Class and is a fair and reasonable resolution of the claims alleged.

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

8 22. Based on our experience in other cases, including wage and hour matters, Mehrdad
9 Bokhour and I are qualified to evaluate the class claims and viability of defenses in this class action.
10 In this case, the recovery for each Class Member is reasonable, fair, and adequate, and a settlement
11 at this time is in the Class's best interest. The Settlement compensates each Class Member for the
12 alleged violations when viewed in relation to the costs and risks inherent in obtaining class
13 certification and proceeding to trial.

14 23. Plaintiff's counsel and Defendant's counsel fully endorse the terms and conditions of
15 the Settlement as set forth in the abovementioned Settlement Agreement.

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

20 25. When this case was taken on a contingency fee basis, with our firms agreeing to
21 assume responsibility for all litigation costs, the ultimate result was far from certain. During this
22 litigation, we paid all costs, including the filing fees, court costs, research/database fees, mediation
23 costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures.

24 26. It is our experience that attorneys' fee awards of one-third of a common fund
25 settlement are the standard in California. Once the Court grants preliminary approval of the
26 Settlement Agreement and the Notice Packet is disseminated, Plaintiff's counsel will submit a request
27 for attorneys' fees and costs with its final approval motion. Defendant does not oppose this fee
28 request. The fee is further warranted because it is within the range of reasonableness and will be based

1 on the actual amount incurred at the time of final approval.

2 27. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
3 approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as
4 preliminarily approve the requested attorneys' fees and costs, and service award to the Class
5 Representative.

6 I declare under penalty of perjury under the laws of the state of California that the foregoing
7 is true and correct on this 5th of September 2025, at Los Angeles, California.

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9 By: _____
Joshua Falakassa

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