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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

ELIJAH BROWN, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

VEORIDE, INC., a Delaware Limited Liability
Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV421642

Assigned to the Hon. Theodore C. Zayner

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

Hearing Information:

Date: November 5, 2025

Time: 1:30 p.m.

Dept.: 19

Complaint Filed: August 29, 2023

FAC Filed: November 6, 2023

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I, Joshua Falakssa, 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 Elijah Brown (“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, (“Boalt Hall”) 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 thru 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 thru 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 Veoride, Inc.
21 (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA Settlement
22 Agreement resolving the wage and hour claims of the Settlement Class (“Settlement Agreement”
23 and/or “Settlement”), which is attached as **Exhibit A** to the accompanying Declaration of Mehrdad
24 Bokhour.

25 13. The Settlement Agreement seeks to fully release and discharge Defendant from the
26 claims brought against it in this matter in exchange for Defendant’s agreement to pay \$625,000.00
27 on a non-reversionary, non-claims made basis.

28 14. Under the terms of the Settlement Agreement, Defendant will not oppose Class
Counsel’s application for a reasonable award of attorney’s fees not to exceed one-third of the

1 Settlement Amount, Class Counsel's litigation costs not to exceed \$25,000, Settlement
2 Administration Fees not to exceed \$5,000, PAGA penalties of \$20,000 (of which \$15,000 or 75%
3 will be paid to the LWDA and the remaining \$5,000 or 25% will be paid to the Aggrieved
4 Employees), and an Incentive Award not to exceed \$10,000 to the named Plaintiff (S.A. ¶ 47(a)-(h)),

5 15. As of the Parties' mediation, the Class includes approximately 222 non-exempt
6 employees who all worked for Defendant in California during the Class Period. Plaintiff contends
7 that, regardless of their roles, all non-exempt employees were subject to the same wage and hour
8 policies and payroll/scheduling practices, and therefore, the Individual Settlement Payments will be
9 paid on a pro-rata basis based on the number of Compensable Workweeks during the Class Period.
10 Assuming a total class size of approximately 222 Settlement Class Members, the average payment to
11 each Settlement Class Member will be approximately \$1,606.60, with the highest payment estimated
12 to be \$14,632.48. Of course, those with more Compensable Workweeks stand to recover
13 proportionally more.

14 16. Because the Settlement is fair and reasonable and was negotiated at arm's length by
15 experienced counsel and an experienced mediator following an appropriate and comprehensive
16 exchange of information and documents in advance of mediation, it should be preliminarily approved.
17 Plaintiff respectfully requests that the Court enter an order preliminarily approving the Settlement,
18 conditionally certifying the Class under Code of Civil Procedure § 382 for settlement purposes,
19 approving the proposed Notice, appointing Plaintiff's counsel as Class Counsel, appointing Phoenix
20 Class Action Administration Solutions as the Settlement Administrator, and scheduling a hearing for
21 the final approval of the Settlement.

22 17. As further detailed in the accompanying Declaration of Mehrdad Bokhour, given the
23 realistic value of Plaintiff's claims, the \$625,000 Settlement Amount is an excellent result for the
24 Class, considering that the Settlement Amount totals approximately 83% of Plaintiff's risk-adjusted
25 value of the case. Preliminary approval is appropriate since the Settlement will provide significant
26 monetary relief to the Class.

27 18. The Settlement was the product of extensive arm's length negotiations between
28 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial

1 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
2 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
3 Plaintiff and his counsel believe that there was a possibility of certifying the claims, they recognized
4 the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class
5 certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that
6 can take several more years to litigate.

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

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

21 21. Class Counsel, as well as Defendant's counsel, fully endorse the terms and conditions
22 of the Settlement as set forth in the abovementioned Settlement Agreement.

23 22. When this case was taken on a contingency fee basis, with our firm agreeing to assume
24 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
25 litigation, we paid all costs, including the filing fees, court costs, mediation costs, and expert costs.
26 There was never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiff
27 lost, they could have been ordered to pay Defendant's costs.

28 23. It is our experience that attorneys' fee awards of one-third of a common fund

1 settlement are the standard in California. In this case, Class Counsel agreed to seek one-third of the
2 Settlement Amount for Attorneys' Fees. Defendant does not oppose this fee request. The fee is further
3 warranted because it is within the range of reasonableness typically awarded in class actions. Our
4 firm's Costs will not exceed \$25,000 and will be based on the actual amount incurred at the time of
5 final approval.

6 24. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
7 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
8 as well as preliminarily approve the requested Attorneys' Fees and Costs, and Incentive Award to the
9 Class Representative.

10 I declare under penalty of perjury under the laws of California that the foregoing is true and
11 correct on this 10th day of October 2025, in Los Angeles, California.

12
13 By: _____
Joshua Falakassa