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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JONATHAN SILVA, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

EFUEL, LLC, a California Corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 25CV020317

Assigned to the Hon. Jill H. Talley

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

HEARING INFO

Date: June 26, 2026

Time: 9:00 a.m.

Dept.: 8A

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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., co-counsel with Mehrdad Bokhour of Bokhour Law Group, P.C., as attorney of record for Plaintiff Jonathan Silva and the Plaintiff Class.

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

5. 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.

7. From August 2018-January 2019, I as an associate at the Paul Haines Law Group,

1 where I actively managed a caseload of more than 50 class and representative PAGA action
2 lawsuits in California and federal courts.

3 8. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100
4 employee vs. employer litigation matters, including more than 40 class action wage/hour and
5 PAGA cases. Over the last few years, my practice has almost entirely consisted of representing
6 employees, the majority of which has included class action and representative action wage and
7 hour matters. In total, I have handled upwards of 60 class action and representative action
8 wage/hour cases.

9 9. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
10 the years 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
11 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50
12 wage and hour class and/or PAGA action settlements in California in 2021-2024.

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

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

20 12. I am an experienced employment litigator who has devoted a substantial portion
21 of my practice to representing employees in complex wage-and-hour class actions and
22 representative actions under the Private Attorneys General Act (“PAGA”). Based upon my
23 experience litigating similar matters, my familiarity with the facts and legal issues presented in
24 this case, and my evaluation of the strengths and risks associated with the claims and defenses,
25 I firmly believe that the proposed Settlement is fair, reasonable, adequate, and in the best
26 interests of the Settlement Class.

27 13. In my professional judgment, the recovery obtained for Settlement Class
28 Members falls well within the range of reasonableness for a wage-and-hour class action of this

1 nature. The Settlement provides meaningful and immediate monetary relief to Class Members
2 while eliminating the substantial risks, delays, and uncertainties inherent in continued litigation.
3 Had this matter proceeded through class certification, additional discovery, dispositive motions,
4 trial, and potential appeals, there was no guarantee that the Settlement Class would have
5 obtained a better result. The Settlement therefore represents a favorable compromise that
6 provides a certain recovery now rather than requiring Class Members to endure years of
7 additional litigation with an uncertain outcome.

8 14. The reaction of the Settlement Class further confirms the fairness and adequacy
9 of the Settlement. Following dissemination of Court-approved notice, no Settlement Class
10 Member objected to the Settlement, the requested attorneys' fees, the requested service awards,
11 or any other aspect of the Settlement. The absence of objections and the overwhelmingly
12 positive response from Class Members strongly support a finding that the Settlement is fair,
13 reasonable, and adequate.

14 15. In reaching this resolution, Class Counsel conducted a thorough investigation of
15 the claims and defenses, reviewed and analyzed relevant payroll and employment data,
16 evaluated the applicable law, assessed potential damages, and engaged in extensive settlement
17 negotiations. The Settlement was reached only after arm's-length negotiations between
18 experienced counsel and with the assistance of an experienced mediator. At all times, the
19 interests of the Settlement Class remained the primary consideration in evaluating and
20 negotiating the proposed resolution.

21 16. Based on my experience and involvement in this matter, I believe the Settlement
22 provides an excellent result for the Settlement Class and represents a fair compromise of
23 vigorously disputed claims. Considering the risks of continued litigation, the amount recovered,
24 the favorable reaction of the Settlement Class, and the absence of objections, I respectfully
25 submit that final approval of the Settlement is warranted.

26 17. I further believe that Class Counsel's request for attorneys' fees is fair and
27 reasonable. The requested fee award was negotiated as part of a common-fund settlement and
28 is consistent with fee awards routinely approved in California wage-and-hour class actions.

Class Counsel prosecuted this matter entirely on a contingent basis, advancing significant attorney time and resources with no guarantee of recovery. Throughout the litigation, Class Counsel assumed the substantial risk that they would recover nothing in the event of an adverse ruling, denial of class certification, unfavorable trial outcome, or successful appeal.

18. My firm devoted approximately 68.5 attorney hours to the prosecution and resolution of this matter. At my current hourly rate of \$725 per hour, my individual lodestar is \$49,662.50. The time expended was reasonably necessary to investigate the claims, analyze legal and factual issues, participate in litigation strategy, assist with settlement efforts, and support the successful resolution of this case. In my opinion, the requested fee award is reasonable under both the percentage-of-the-fund method and the lodestar cross-check method, particularly considering the contingent risk undertaken, the favorable result achieved, and the substantial benefit conferred upon the Settlement Class. Below is a summary of tasks and approximate hours worked on this action since its inception.

Task	Mehrdad Bokhour	Joshua Falakassa
Pre-filing Investigation	5	4
PAGA Notice	3	4
Complaint	3	2
Case Management	2	2
Discovery and class certification prep	10	11
Informal Discovery for Mediation	8	5
Mediation/Settlement	12	10
Preliminary approval motion	6.5	5.5
Final approval motion	5	5
Estimated Future Work	20	20
Total hours	74.5	68.5

19. The ultimate result was far from certain. When this case was taken on a contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

1 20. It has been my experience that the benchmark for an attorney's fee award in
2 California state cases is one-third of a common fund. Here, Class Counsel requests 33.33% of the
3 Settlement Amount.

4 21. The fee is warranted because of the results achieved for the Settlement Class
5 Members, both in terms of the immediate cash settlement and the fact that the Settlement Class
6 Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

7 22. The Settlement was reached only after extensive investigation, analysis, and arm's-
8 length negotiations between experienced counsel. The Parties participated in a full-day mediation
9 before respected wage-and-hour mediator Steve Serratore, Esq. The Settlement was not the
10 product of collusion, but rather the result of hard-fought negotiations conducted after the Parties
11 had sufficient information to meaningfully evaluate the strengths and weaknesses of their
12 respective positions.

13 23. Throughout this litigation, Plaintiff and Class Counsel diligently investigated the
14 factual and legal issues presented by the case. We carefully evaluated the evidence, analyzed
15 Defendant's potential defenses, assessed the risks associated with class certification and trial, and
16 considered the substantial costs and delays that would accompany continued litigation. After
17 weighing those factors against the benefits provided by the Settlement, I concluded that the
18 Settlement represents a fair, reasonable, and adequate resolution of the disputed claims and is in
19 the best interests of the Settlement Class.
20

21 24. In my professional opinion, the Settlement treats Settlement Class Members fairly
22 and equitably. The allocation methodology was designed to compensate participating Settlement
23 Class Members based upon objective criteria tied to their employment during the class period,
24 thereby ensuring that the Settlement proceeds are distributed in a rational and equitable manner.
25 Further, the requested attorneys' fees were fully disclosed to the Court and Settlement Class and
26 are consistent with fee awards routinely approved in California wage-and-hour class actions
27 involving common-fund settlements.

28 25. Prior to reaching the Settlement, Class Counsel conducted a substantial

1 investigation into the facts and merits of the claims. This work included reviewing and analyzing
2 significant amounts of payroll data, timekeeping records, employment policies, personnel
3 information, damages data, and other documents relevant to the claims and defenses in this action.
4 We also evaluated the experiences of putative class members, researched the applicable law,
5 analyzed Defendant's defenses, and performed extensive damages modeling. Based on the
6 information obtained through discovery and informal information exchanges, Class Counsel
7 developed detailed analyses regarding potential exposure, class certification issues, and the value
8 of the claims asserted on behalf of the Settlement Class.

9 26. In evaluating the Settlement, I considered both the potential value of the claims
10 and the significant risks associated with further litigation. While Plaintiff believes the claims have
11 merit, continued litigation would involve substantial uncertainty, including risks associated with
12 class certification, proof of liability, proof of damages, dispositive motions, trial, and potential
13 appeals. The Settlement provides an immediate and certain benefit to Settlement Class Members
14 and eliminates the possibility that they could recover less—or nothing at all—after years of
15 additional litigation. In my professional judgment, the Settlement reflects an appropriate
16 compromise reached after careful consideration of these competing risks and benefits.

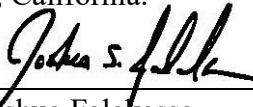
17 27. Defendant vigorously contested liability throughout the litigation and asserted
18 numerous factual and legal defenses to Plaintiff's claims. Defendant disputed both the existence
19 of any Labor Code violations and Plaintiff's damages analyses. As a result, Plaintiff faced
20 significant litigation risks that could have materially impacted the outcome of the case. These
21 disputed issues were thoroughly evaluated during the settlement process and were important
22 factors in assessing the reasonableness of the proposed resolution.

23 28. Based upon my experience litigating complex employment and wage-and-hour
24 class actions, my familiarity with the facts and legal issues presented in this case, the extensive
25 investigation conducted by counsel, the arm's-length nature of the negotiations, and the benefits
26 secured for the Settlement Class, it is my opinion that the Settlement is fair, reasonable, adequate,
27 and in the best interests of the Settlement Class. Accordingly, I respectfully request that the Court
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1 grant final approval of the Settlement and enter judgment in accordance with its terms.

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

6 I declare under penalty of perjury under the laws of California that the foregoing is true
7 and correct, this 2nd day of June 2026, at Los Angeles, California.

8 
9 _____
10 Joshua Falakassa