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Attorneys for Plaintiff and the Putative Classes

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.

Defendant.

CASE NO.: 25CV020317

Assigned to the Hon. Jill H. Talley, Dept. 23

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

Hearing

Date: February 6, 2026

Time: 9:00 a.m.

Dept.: 23

Reservation No. A-20317-001

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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, along with Mehrdad Bokhour of The Bokhour Law Group, P.C., for Plaintiff Jonathan Silva (“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 1, Top 20 and Top 50
7 wage and hour class and/or PAGA action settlements in California in 2021, 2022, 2023, and
8 2024.

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

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

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

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

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

23 • *Zirl Wilson, on behalf of himself and all others similarly situated v. TCG Oakland*
24 *LLC; NWLA Delivery Inc.*, Alameda County Superior Court, Case No. RG20063636; (approval of
25 \$500,000 Class and PAGA Action Settlement);

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

28 • *Martinez v. JSL Transport, L.L.C.*, Case No. RG20050358 (approval granted on

1 May 5, 2021) (PAGA settlement of \$185,000 approved by Hon. Winifred Y. Smith);

2 • *Aguirre v. Swinerton Builders, et al.*, Case No. CIVDS1925363 (final approval
3 granted on May 26, 2021) (wage and hour class and PAGA settlement of \$2,250,000 approved by
4 Hon. David Cohn);

5 • *Bautista, et al. v. Builder Services Group, Inc.*, Case No. RG19038041 (approval
6 granted on July 30, 2021) (PAGA settlement of \$2,200,000 approved by Hon. Dennis Hayashi);

7 • *Hoff, et al. v. Dependable Highway Express, Inc.*, Case No. 34-2020-00272729-CU-
8 OE-GDS (final approval granted on August 23, 2021) (wage and hour class and PAGA settlement
9 of \$800,000 approved by Hon. Shama H. Mesiwala);

10 • *Mann v. Altec Industries, Inc.*, Case No. FCS054121 (final approval granted on
11 September 17, 2021) (wage and hour class and PAGA settlement of \$1,450,000 approved by Hon.
12 Bradley E. Nelson);

13 • *Ayala v. FabFitFun, Inc.*, Case No. CIVDS2006687 (approval granted on October
14 7, 2021) (PAGA settlement of \$820,000 approved by Hon. David Cohn);

15 • *Becerra v. Luxfer, Inc.*, Case No. RIC2001892 (final approval granted on October
16 29, 2021) (wage and hour and PAGA settlement of \$1,125,000 approved by Hon. Lawrence W.
17 Fry);

18 • *Sifuentes, et al. v. Roofline, Inc., dba Roofline Supply & Delivery*, Case No. 34-
19 2019-00269947 (final approval granted on November 30, 2021) (wage and hour class and PAGA
20 settlement of \$1,850,000 approved by Hon. Shama H. Mesiwala);

21 • *Bjornsen v. Paychex North America, Inc.*, Case No. 34-2020-00286974 (approval
22 granted on January 11, 2022) (PAGA settlement of \$650,000 approved by Hon. Christopher E.
23 Krueger);

24 • *Villa v. Sharecare Health Data Services, LLC, et al.*, Case No. 37-2020-0016422-
25 CU-OE-CTL (final approval granted on February 18, 2022) (wage and hour class and PAGA
26 settlement of \$630,000 approved by Hon. Eddie C. Sturgeon);

27 • *Rebulloza v. Acosta Employee Holdco, LLC*, Case No. RG21087775 (approval
28 granted on March 17, 2022) (PAGA settlement of \$525,000 approved by Hon. Somnath Raj
Chatterjee);

- 1 • *Benavides v. Production Framing, Inc.*, Case No. 34-2021-00295745-CU-OE-GDS
2 (approval granted on May 12, 2022) (PAGA settlement of \$858,000 approved by Hon. Jill H.
3 Talley);
- 4 • *De Los Angeles Vasquez v. Nutrawise Health & Beauty Corp.*, Case No. 30-2020-
5 01140636-CU-OE-CXC (final approval granted on June 28, 2022) (wage and hour and PAGA
6 settlement of \$312,946.43 approved by Hon. William D. Claster);
- 7 • *Buckner v. Xpress Global Systems, LLC*, Case No. RG20080657 (final approval
8 granted on August 1, 2022) (wage and hour and PAGA settlement of \$500,000 approved by Hon.
9 Stephen Kaus);
- 10 • *Estrada, et al. v. HHM Facility Management, LLC.*, Case No. RG20078429 (final
11 approval granted on October 13, 2022) (wage and hour and PAGA settlement of \$500,000 approved
12 by Hon. Brad Seligman);
- 13 • *Garcia v. J-M Manufacturing Company, Inc., et al.*, Case No. STK-UOE-2021-4926
14 (final approval granted on October 25, 2022) (wage and hour and PAGA settlement of \$750,000
15 approved by Hon. Janye C. Lee);
- 16 • *Stacy v. Hickman Egg Ranch, Inc.*, Case No. CVRI2103899 (final approval granted
17 on November 21, 2022) (wage and hour and PAGA settlement of \$325,000 approved by Hon.
18 Harold W. Hopp);
- 19 • *Guevara v. Bunge Oils, Inc.*, Case No. CV-21-004207 (final approval granted on
20 November 29, 2022) (wage and hour and PAGA settlement of \$500,000 approved by Hon. John R.
21 Mayne);
- 22 • *Camp v. Matson Logistics Warehousing, Inc.*, Case No. RG21088637 (final
23 approval granted on December 16, 2022) (wage and hour and PAGA settlement of \$375,000
24 approved by Hon. Jenna Whitman);
- 25 • *Silva-Branbila v. Barry Callebaut USA, LLC*, Case No. 21CV000337 (final
26 approval granted on December 20, 2022) (wage and hour and PAGA settlement of \$350,000
27 approved by Hon. Scott R.L. Young);
- 28 • *Orozco v. Taylored Services, LLC*, Case No. CIVSB2133520 (final approval
granted on January 27, 2023) (wage and hour and PAGA settlement of \$600,000 approved by Hon.

1 Joseph Ortiz);

2 • *Sanford v. Orchard Machinery Corporation*, Case No. CVCS21-0001614 (final
3 approval granted on January 30, 2023) (wage and hour and PAGA settlement of \$650,000 approved
4 by Hon. Sarah Heckman);

5 • *Farley v. Bimbo Bakeries USA, Inc.*, Case No. 2020-00285248 (final approval
6 granted on February 2, 2023) (wage and hour and PAGA settlement of \$2,500,000 approved by
7 Hon. Jill H. Talley);

8 • *Ellingson v. Mueller Nicholls, Inc.*, Case No. RG21114800 (final approval granted
9 on February 2, 2023) (wage and hour and PAGA settlement of \$395,000 approved by Hon. Evelio
10 Grillo);

11 • *Ayotte v. Frank, Rimerman + Co., LLP*, Case No. 21CV386288 (final approval
12 granted on April 13, 2023) (wage and hour and PAGA settlement of \$775,000 approved by Hon.
13 Theodore C. Zayner);

14 • *Enriquez v. Shipbob, Inc.*, Case No. CVRI2101452 (final approval granted on May
15 1, 2023) (wage and hour and PAGA settlement of \$925,000 approved by Hon. Harold W. Hopp);

16 • *Truchinski v. Hologic, Inc., et al.*, Case No. 21STCV19587 (approval granted on
17 May 20, 2023) (PAGA settlement of \$750,000 approved by Hon. Sunil R. Kulkarni); and

18 • *Incze v. Radial, Inc., et al.*, Case No. CIVSB2133520 (approval granted on July 5,
19 2023) (wage and hour and PAGA settlement of \$559,905 approved by Hon. David Cohn);

20 • *Verdugo v. Nvent Thermal, LLC*, Case No. 21-CIV-04370 (approval granted on July
21 6, 2023) (wage and hour and PAGA settlement of \$3,250,000 approved by Hon. Robert D. Foiles);

22 • *Le v. Cresco Labs, Inc., et al.*, Case No. JCCP 5226 (approval granted on August
23 11, 2023) (wage and hour and PAGA settlement of \$890,000 approved by Hon. Lauri A. Damrell);

24 • *Chilton v. Pacific Eye Institute, A Medical Group, Inc., et al.*, Case No.
25 CIVSB2200827 (approval granted on August 21, 2023) (wage and hour and PAGA settlement of
26 \$1,970,000 approved by Hon. David Cohn);

27 • *Cervantes, et al. v. Genuine Parts Company, Inc., et al.*, Case No. 22STCV00981
28 (approval granted on September 14, 2023) (PAGA settlement of \$1,300,000 approved by Hon.
Gregory Keosian);

- 1 • *Attaway, et al. v. Alliance Residential, LLC*, Case No. JCCP No. 5173 (approval
2 granted on September 29, 2023) (PAGA settlement of \$500,000 approved by Hon. Theodore C.
3 Zayner);
- 4 • *Gonzales v. Scosche Industries, Inc.*, Case No. 56-2022-00564014-CU-OW-VTA
5 (final approval granted on October 20, 2023) (wage and hour and PAGA settlement of \$282,205.30
6 approved by Hon. Matthew P. Guasco);
- 7 • *Blakes v. PGP International, Inc.*, Case No. CV2022-1554 (final approval granted
8 on November 14, 2023) (wage and hour and PAGA settlement of \$1,000,000 approved by Hon.
9 Stephen L. Mock);
- 10 • *Grant v. Rodd & Gunn USA Retail, Inc.*, Case No. MSC2102113 (final approval
11 granted on November 30, 2023) (wage and hour and PAGA settlement of \$450,000 approved by
12 Hon. Charles S. Treat);
- 13 • *Barajas v. Quanex Homeshield, LLC, et al.*, Case No. 34-2022-00317535 (final
14 approval granted on December 8, 2023) (wage and hour and PAGA settlement of \$1,000,000
15 approved by Hon. Jill H. Talley);
- 16 • *Magnotti v. The Highest Craft, LLC, et al.*, Case No. CVRI2105547 (final approval
17 granted on January 4, 2024) (wage and hour and PAGA settlement of \$400,000 approved by Hon.
18 Harold W. Hopp); and *Arrayga v. Medical Extrusion Technologies, Inc.*, Case No. CVRI2203190
19 (final approval granted on January 16, 2024) (wage and hour and PAGA settlement of \$553,350
20 approved by Hon. Harold W. Hopp)

21 12. Through a contested but productive mediation, Plaintiff and Defendant eFuel, Inc.
22 (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA Settlement
23 Agreement resolving the wage and hour claims of the Class (“Agreement”), which is attached hereto
24 as Exhibit “A” of the accompanying Declaration of Mehrdad Bokhour. The Settlement Agreement
25 seeks to fully release and discharge it from the claims brought against it in this matter in exchange
26 for Defendant’s agreement to pay \$365,000 on a non-reversionary, non-claim-made basis (each Class
27 Member will receive his/her share of the Net Settlement Amount without having to submit a claim
28 form or taking action, except for those who opt-out). Plaintiff seeks to represent a Class of all persons

1 employed by Defendant in California in non-exempt hourly employees in California at any time
2 between October 1, 2021, through May 12, 2025 (“Class Period”).

3 13. Under the terms of the Settlement Agreement,¹ Defendant will not oppose Plaintiff
4 Counsel’s application for a reasonable award of attorney’s fees not to exceed 1/3 of the Gross
5 Settlement Amount, litigation expenses not to exceed \$20,000, Settlement Administrator Costs of
6 \$10,000, PAGA penalties of \$13,333.33 (with 75% to the LWDA and 25% to the PAGA Members
7 on a pro rata basis), and a Service Payment of \$10,000 to the named Plaintiff (“Class
8 Representative”):

<i>Gross Settlement Amount</i>	\$ 365,000.00
Attorneys’ Fees (1/3)	\$ 121,666.67
Litigation Costs	\$ 30,000.00
Administrator Costs	\$ 7,500.00
PAGA Penalties	\$ 13,333.33
Class Representatives Service Awards	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 182,500.00

13 14. On December 8, 2023, Plaintiff filed suit in Sacramento County Superior Court,
14 asserting claims based on Defendant’s alleged: (1) failure to pay all overtime and sick wages; (2)
15 failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to provide accurate
16 itemized wage statements; (5) failure to pay all wages due upon separation of employment; (6) failure
17 to reimburse necessary business expenses; and (7) violation of California’s Unfair Competition Law
18 (“UCL”). On February 16, 2024, Plaintiff filed a First Amended Complaint alleging a cause of action
19 for alleged PAGA penalties. The First Amended Complaint is the operative complaint in the Action
20 (the “Operative Complaint”).

21 15. Defendant retained counsel and immediately began to defend the case. Defendant
22 vigorously denies each of the claims in the Operative Complaint and the PAGA Notice and further
23 denies that it is liable to Plaintiff or the Class, the State of California, or the PAGA Members, and
24 further denies that, for any purpose other than settling the Action, this Action is not appropriate for
25 class or representative action treatment.

27 ¹ The Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “S.A.”) is attached as
28 Exhibit A to the Declaration of Mehrdad Bokhour (“Bokhour Decl.”)

1 16. The Parties met and conferred and agreed that, given the size and scope of the class
2 and PAGA claims in the case and the burden, expense, and risk associated with continuing to litigate
3 this matter, the case was suitable for mediation. Ultimately, the Parties scheduled mediation.

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

13 18. On March 13, 2025, the Parties participated in an all-day mediation presided over by
14 Steve Serratore, Esq., which led to this Agreement.

15 19. As further detailed in the accompanying Declaration of Mehrdad Bokhour, the
16 reasonableness of the settlement is apparent from the fact that the proposed settlement is 38% of the
17 risk-adjusted class damages and penalties. And while the PAGA penalties had a maximum value in
18 the mid six figures, this fails to acknowledge that courts have wide latitude to reduce the civil
19 penalties “based on the facts and circumstances of a particular case” and if “to do otherwise would
20 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor Code § 2699(e)(2).
21 Moreover, Defendant argued against the merits of the underlying claims, particularly that the
22 “willfulness” standard and/or “good faith” defenses mitigated the civil penalty claims and rendered
23 any such penalties uncertain. Defendant also argued that it is improper to stack civil penalty claims
24 on top of the underlying statutory claim. For these reasons, the Parties submit that the agreed-upon
25 settlement is fair and reasonable.

26 20. The Settlement was the product of extensive arm’s length negotiations between
27 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
28 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The

1 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
2 Plaintiff and Class Counsel believed that there was a possibility of certifying the claims, they
3 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
4 decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or
5 on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any
6 of its defenses, the Class Members may not have received any substantial monetary recovery.

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

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

15 23. As set forth above, I have handled upwards of 90 class and representative actions,
16 have been appointed as class counsel and have successfully litigated and resolved several class
17 actions, and many others remain pending.

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

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

28 26. For the foregoing reasons, it is respectfully requested that the Court grant preliminary

1 approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as
2 preliminarily approve the requested attorneys' fees and costs, and service award to the Class
3 Representative.

4 I declare under penalty of perjury under the laws of California that the foregoing is true and
5 correct on this 25th of November 2025, at Los Angeles, California.

6
7 By:  _____
Joshua Falakassa