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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

MICHAEL PETERSEN, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

GOLD BOND BUILDING PRODUCTS,
LLC, a Limited Liability Company; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: C23-03215

Assigned to Hon. Benjamin T. Reyes II

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

Hearing:

Date: May 20, 2026

Time: 9:00 a.m.

Dept.: 16

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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 The Bokhour Law Group, P.C., as attorney of record for Plaintiff Michael Petersen and the Settlement Class.

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

5. 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.

7. 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

1 PAGA cases. Over the last few years, my practice has almost entirely consisted of representing
2 employees, the majority of which has included class action and representative action wage and
3 hour matters. In total, I have handled upwards of 90 class action and representative action
4 wage/hour cases.

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

9 9. After conducting a thorough evaluation of the facts, the applicable law, and the
10 risks and uncertainties inherent in continued litigation, I have formed the firm belief that the
11 proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class.

12 10. In my professional judgment, the recovery provided to each Settlement Class
13 Member falls well within the range of reasonableness for cases of this nature. The Settlement
14 provides a meaningful and prompt recovery, allowing class members to obtain compensation
15 now rather than face the significant risks, delays, and uncertainties associated with continued
16 litigation and a potential trial. Notably, the reaction of the Settlement Class further supports
17 approval—no Settlement Class Member has objected to the Settlement, and no one requested
18 exclusion.

19 11. In sum, all relevant factors support final approval of the Settlement. The parties
20 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
21 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,
22 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides
23 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed
24 requesting denial of final approval, and no one requested exclusion from the Settlement weighs
25 strongly in favor of approving the Settlement. For these reasons, this Court should conclude
26 that under the circumstances of this case, the proposed Settlement is fair, adequate, and well
27 within the range of reasonableness.
28

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

3 13. Class Counsel's application for an award of Attorneys' Fees in an amount of
4 approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable
5 and fair. The requested fee falls at the lower end of the Ninth Circuit's historical benchmark
6 for attorneys' fees, 20% to 40% of a common fund. It is fair compensation for undertaking
7 complex, risky, expensive, and time-consuming litigation on a contingent basis.

8 14. For Class Counsel, the fees here were wholly contingent in nature, and the case
9 presented far more risk than the usual contingent fee case. There was the prospect of the
10 enormous costs inherent in class-action litigation and a long battle with the corporate
11 Defendant. That prospect has become a reality in trial courts and the Court of Appeal in other
12 wage-and-hour class actions. Class Counsel risked not only a great deal of time but also a great
13 deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class
14 Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award
15 Attorneys' Fees in the amount of \$191,950.

16 15. Class Counsel devoted substantial time and effort to the prosecution and resolution
17 of this matter. In total, Class Counsel expended approximately 155.5 hours litigating this case.
18 My hourly rate for Class/PAGA actions is \$725, and I spend approximately 70.5 hours on this
19 case since its inception. My co-counsel, Mehrdad Bokhour, expended approximately 85 hours at
20 the hourly rate of \$750. Based on these hours and rates, Class Counsel's combined lodestar is
21 \$114,862.50, as detailed in the accompanying declarations.

22 16. These hourly rates are consistent with, and in line with, those charged by attorneys
23 of comparable skill, experience, and reputation in the relevant legal market. Notably, the fee
24 requested here reflects a slight multiplier of 1.66 relative to the lodestar, underscoring its
25 reasonableness. Courts routinely approve fee awards applying positive multipliers in similar
26 cases; thus, the requested fee falls well within—indeed, below—the range typically deemed
27 appropriate. The hourly rates above are comparable to those of other attorneys with equal or
28

similar experience. The requested fee represents a modest 1.66 multiplier applied to the combined lodestar, which is well within the range courts regularly approve.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	\$750	85	\$63,750
Joshua Falakassa	12 years	\$725	70.5	\$51,112.50
Total Lodestar				\$114,862.50

17. 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.

18. It has been my experience that the benchmark for an attorney fee award in California state cases is one-third of a common fund. Here, counsel requests 33.33% of the Settlement Amount.

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

20. The proposed Settlement was the product of arm's length negotiations, including a full day mediation conducted before experienced class action mediator Brandon McKelvey, Esq.

21. Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

22. As the Settlement Agreement reveals, there is no preferential treatment for any segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b),

1 the parties have disclosed the agreed-upon and proposed Attorneys' Fees, which are well within
2 the range of reasonableness for matters of this nature.

3 23. As set forth at the time of preliminary approval, Class Counsels' investigation into
4 the facts and merits of the wage and hour claims alleged included analyzing substantial amounts
5 of information, correspondence, documents, timekeeping and pay data, policies and procedures,
6 and evidence relating to the class size and the commonality of the claims. During this process,
7 Plaintiff and Class Counsel investigated the potential claims of similarly situated employees and
8 researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information
9 provided by Defendant as to the total Settlement Class Members, the number of current and
10 former employees, and the number of employees who worked during various time periods and
11 prepared comprehensive damages calculations regarding the wage and hour claims at issue.

12 24. In light of the uncertainties of protracted litigation, this negotiated Settlement
13 reflects the best practicable recovery for the Settlement Class. While the total Settlement amount
14 is, of course, a compromise figure, the potential risks and opportunities for both parties were
15 weighed, resulting in a fair and equitable Settlement. Based upon detailed data obtained through
16 discovery and information exchanges and factoring in claim certification and liability
17 probabilities, Class Counsel formulated detailed damages models to evaluate the claims in
18 preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant
19 denies that any damages should be assessed and denies all of the value assessed by Plaintiff.

20 25. Moreover, as further detailed in Plaintiff's Motion for Preliminary Approval of
21 Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on
22 several grounds.

23 26. The Settlement should be approved, and judgment entered based on the
24 determination that the Settlement is fair, reasonable, adequate, and in the best interests of the
25 Settlement Class.

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

1 Falakassa Law, P.C.

2 I declare under penalty of perjury under the laws of California that the foregoing is true
3 and correct, this 4th day of May 2026, at Los Angeles, California.

4 
5 _____
6 Joshua Falakassa