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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.

Defendant.

CASE NO.: C23-03215

Assigned to Hon. Edward G. Weil

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

HEARING INFO

Date:

Time:

Dept.: 39

1 **DECLARATION OF JOSHUA FALAKASSA**

2 I, Joshua Falakassa, say and declare as follows:

3 1. I am an attorney at law, duly licensed to practice before all the Courts of the State of
4 California, and I am the principal of Falakassa Law, P.C., and I serve as attorney of record, along
5 with the Bokhour Law Group, P.C., for Plaintiff Michael Petersen ("Plaintiff") and the Putative
6 Class. I am familiar with the file in this matter, and if called as a witness, I could and would
7 competently testify to the following facts of my own personal knowledge. I submit this declaration
8 in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

9 2. I have been a member, in good standing, of the State Bar of California since 2013. I
10 am admitted to practice before all California state courts, and the United States District Court of
11 California for the Northern, Central District and Eastern District and have litigated class action and
12 Private Attorney General Act ("PAGA") representative action cases in various courts across
13 California.

14 3. I am a 2013 graduate from the University of California, Berkeley, School of Law,
15 ("Boalt Hall") where I successfully completed courses in Labor Law, Employment
16 Discrimination and Labor/Employment Arbitrations. During law school, I served as a summer
17 associate at Sanford, Wittels and Heisler LLP, a boutique plaintiffs' side employment law firm
18 focusing on FMLA wage and hour class action litigation, and other public interest lawsuits. As a
19 second-year law student, I served as a summer associate at the San Francisco office of Littler
20 Mendelson, P.C., I aided employers in defending wage and hour class action lawsuits filed under
21 California and federal law.

22 4. From August 2018-January 2019, I as an associate at the Paul Haines Law Group,
23 where I actively managed a caseload of more than 50 class and representative PAGA action
24 lawsuits in California and federal courts.

25 5. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100
26 employee vs. employer litigation matters, including more than 40 class action wage/hour and
27 PAGA cases. Over the last few years, my practice has almost entirely consisted of representing
28 employees, the majority of which has included class action and representative action wage and

1 hour matters. In total, I have handled upwards of 60 class action and representative action
2 wage/hour cases.

3 6. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
4 the years 2017 thru 2026, a distinction that is reserved for the top 2.5 % of lawyers in the practice
5 area. I have also been recognized by Topverdicts.com for achieving Top 20 and Top 50 wage and
6 hour class and/or PAGA action settlements in California in 2021-2024.

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

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

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

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

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

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

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

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

28 • *Aguirre v. Swinerton Builders, et al.*, Case No. CIVDS1925363 (final approval

1 granted on May 26, 2021) (wage and hour class and PAGA settlement of \$2,250,000 approved by
2 Hon. David Cohn);

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

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

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

11 • *Ayala v. FabFitFun, Inc.*, Case No. CIVDS2006687 (approval granted on October
12 7, 2021) (PAGA settlement of \$820,000 approved by Hon. David Cohn);

13 • *Becerra v. Luxfer, Inc.*, Case No. RIC2001892 (final approval granted on October
14 29, 2021) (wage and hour and PAGA settlement of \$1,125,000 approved by Hon. Lawrence W.
15 Fry);

16 • *Sifuentes, et al. v. Roofline, Inc., dba Roofline Supply & Delivery*, Case No. 34-
17 2019-00269947 (final approval granted on November 30, 2021) (wage and hour class and PAGA
18 settlement of \$1,850,000 approved by Hon. Shama H. Mesiwala);

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

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

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

28 • *Benavides v. Production Framing, Inc.*, Case No. 34-2021-00295745-CU-OE-GDS
(approval granted on May 12, 2022) (PAGA settlement of \$858,000 approved by Hon. Jill H.

1 Talley);

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

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

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

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

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

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

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

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

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

• *Sanford v. Orchard Machinery Corporation*, Case No. CVCS21-0001614 (final

1 approval granted on January 30, 2023) (wage and hour and PAGA settlement of \$650,000 approved
2 by Hon. Sarah Heckman);

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

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

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

12 • *Enriquez v. Shipbob, Inc.*, Case No. CVRI2101452 (final approval granted on May
13 1, 2023) (wage and hour and PAGA settlement of \$925,000 approved by Hon. Harold W. Hopp);

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

16 • *Incze v. Radial, Inc., et al.*, Case No. CIVSB2133520 (approval granted on July 5,
17 2023) (wage and hour and PAGA settlement of \$559,905 approved by Hon. David Cohn);

18 • *Verdugo v. Nvent Thermal, LLC*, Case No. 21-CIV-04370 (approval granted on July
19 6, 2023) (wage and hour and PAGA settlement of \$3,250,000 approved by Hon. Robert D. Foiles);

20 • *Le v. Cresco Labs, Inc., et al.*, Case No. JCCP 5226 (approval granted on August
21 11, 2023) (wage and hour and PAGA settlement of \$890,000 approved by Hon. Lauri A. Damrell);

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

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

27 • *Attaway, et al. v. Alliance Residential, LLC*, Case No. JCCP No. 5173 (approval
28 granted on September 29, 2023) (PAGA settlement of \$500,000 approved by Hon. Theodore C.

1 Zayner);

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

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

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

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

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

19 11. Through a contested but productive mediation, Plaintiff and Defendant Gold Bond
20 Building Products, LLC (“Defendant”) (collectively, the “Parties”) entered into a Joint Stipulation of
21 Class Action and PAGA Settlement (“Stipulation of Settlement” and/or the “Settlement”), resolving
22 the wage and hour claims asserted on behalf of the Settlement Class and PAGA Members. A true and
23 correct copy of the Stipulation of Settlement is attached as Exhibit “A” to the accompanying
24 Declaration of Mehrdad Bokhour in Support of Class Action Settlement. (“Bokhour Decl.”)

25 12. The Stipulation of Settlement provides for a full and final release of claims asserted
26 in this Action in exchange for Defendant’s agreement to pay a non-reversionary Total Settlement
27 Amount of \$574,500. The Settlement is structured on a non-claims-made basis, meaning that each
28 Settlement Class Member who does not opt out will automatically receive their share of the Net
Settlement Amount without the need to submit a claim form or take any affirmative action. Plaintiff

1 seeks to represent: all current and former non-exempt employees employed by Defendant in
2 California (“Settlement Class” or “Class Members”) at any time between January 1, 2021, through
3 the date of Preliminary Approval, except as set forth in the Escalator Clause (the “Class Period”).
4 Likewise, Plaintiff seeks to represent Class Members who worked any hours for Defendant in
5 California (“PAGA Members”) during any workweek from December 19, 2022, through the date of
6 Preliminary Approval (the “PAGA Period”).

7 13. Under the terms of the Stipulation of Settlement, Defendant will not oppose Class
8 Counsel’s request for a reasonable award of Attorney’s Fees not to exceed 33.33% of the Total
9 Settlement Amount, Class Counsel’s reasonable litigation costs not to exceed \$20,000, Settlement
10 Administrator costs not to exceed \$8,000, California Labor Code Private Attorneys General Act of
11 2004 (“PAGA”) penalties of \$10,000 (“PAGA Amount”) (of which \$7,500 or 75% will be paid to
12 the California Labor and Workforce Development Agency (“LWDA”) and the remaining \$2,500 or
13 25% will be paid to the PAGA Members), and a Class Representative Enhancement Payment to
14 Plaintiff not to exceed \$10,000.

15 14. As of the date of the Parties’ mediation, the Settlement Class includes approximately
16 245 non-exempt employees who all worked for Defendant in California during the Class Period.
17 Regardless of their roles, all non-exempt employees were subject to the same workplace policies and
18 practices. Accordingly, the Individual Settlement Payments (i.e., the Net Settlement Amount) will be
19 distributed on a *pro rata* basis, determined by the number of Workweeks worked by each individual
20 participating Class Member during the Class Period. Assuming a total of 245 Settlement Class
21 Members, the average payment to each member is estimated to be approximately \$1,367.35.
22 Naturally, Settlement Class Members with more Workweeks worked will receive proportionally
23 greater payments. Based on this allocation method, the highest estimated individual recovery could
24 be as much as \$3,621.43.

25 15. Because the Settlement is fair and reasonable and was negotiated at arm’s length by
26 experienced counsel and an experienced mediator following a sufficient exchange of information and
27 documents before mediation, it should be preliminarily approved. Plaintiff respectfully requests that
28 the Court enter an order preliminarily approving the Settlement, conditionally certifying the

1 Settlement Class under Code of Civil Procedure § 382 for settlement purposes, approving the
2 proposed Class Notice, appointing Plaintiff's counsel as Class Counsel, appointing Phoenix Class
3 Action Administration Solutions as the Settlement Administrator, and scheduling a hearing for the
4 final approval of the Settlement.

5 16. The \$574,500 Total Settlement Amount, which will be paid, is non-reversionary and
6 will be paid out to Settlement Class Members without the need to submit a claim form or take any
7 affirmative action. It includes (1) Plaintiff's Attorneys' Fees up to 33.33% of the Total Settlement
8 Amount and litigation costs up to \$20,000, as approved by the Court; (2) a Class Representative
9 Enhancement Payment of \$10,000 to Plaintiff, as approved by the Court; (3) Settlement
10 Administrator costs, not to exceed \$8,000, as approved by the Court (4) a \$10,000 PAGA Amount,
11 75 percent of which is to be paid to the LWDA pursuant to California Labor Code § 2699(i), as
12 approved by the Court; and (5) the aggregate of all Individual Settlement Payments of the
13 participating

14 17. As further detailed in the Bokhourn Decl., the reasonableness of the settlement is
15 apparent from the fact that the proposed settlement is 71% of the risk-adjusted class damages and
16 penalties.

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

26 19. Class Counsel brought to bear a great deal of collective experience in negotiating the
27 settlement of this case. As detailed herein, Class Counsel engaged in necessary informal discovery,
28 investigation, sampling, and expert evaluation, making it possible to exercise informed judgment

1 throughout the settlement process, including significant document review (*e.g.*, documents pertaining
2 to Defendant's policies and procedures, personnel documents, wage statements, time records, among
3 others) and conducted an extensive analysis and extrapolation of the sampling of class-wide data
4 provided by Defendant.

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

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

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

18 23. Under the terms of the Stipulation of Settlement, Class Counsel is requesting
19 \$191,500.00 in attorneys' fees, which is equal to one-third (33.33%) of the Total Settlement
20 Amount. Once the Court grants preliminary approval of the Stipulation of Settlement and Class
21 Notice is disseminated, Class Counsel will submit a request for Attorneys' Fees and Costs with
22 Plaintiff's final approval motion.

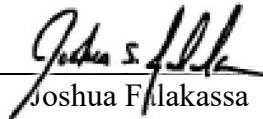
23 24. When this case was taken on a contingency fee basis, with our firm agreeing to assume
24 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
25 litigation, we paid all costs, including the filing fees, court costs, mediation costs, and expert costs.
26 There was never a guarantee that our firms would recoup these expenditures.

27 25. It is our experience that attorneys' fee awards of one-third of a common fund
28 settlement are the standard in California. In this case, Class Counsel agreed to seek one-third of the

1 Settlement Amount for attorneys' fees. Defendant does not oppose this fee request. The fee is further
2 warranted because it is within the range of reasonableness typically awarded in class actions. Our
3 firm's costs will not exceed \$20,000 and will be based on the actual amount incurred at the time of
4 final approval.

5 26. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
6 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
7 as well as preliminarily approve the requested attorneys' fees and costs, and the Enhancement
8 Payment to the Class Representative.

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

11 By:  _____
12 Joshua Falakassa
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