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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

DONALD MANION, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

HAT CREEK CONSTRUCTION &
MATERIALS, INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV-0205505

Assigned to the Hon. Ryan H. Birss

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

Hearing:

Date: July 13, 2026

Time: 8:30 a.m.

Dept.: 64

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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 Donald Manion and the Plaintiff Class. As such, I am familiar with the file in this matter, and if called as a witness, I will and would competently testify to the following facts of my own personal knowledge.

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.

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 90 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 2021-2024.

8 8. I am a member in good standing of the California Bar and have devoted my
9 practice to representing employees in complex wage-and-hour class and representative actions.
10 Based on my experience, as well as that of my co-counsel, we are well-qualified and fully
11 prepared to litigate this matter through trial and appeal if necessary. However, after a thorough
12 evaluation of the facts, applicable law, and the risks inherent in continued litigation, I strongly
13 and unequivocally believe that the proposed Settlement is in the best interests of the Settlement
14 Class.

15 9. In the opinion of Class Counsel, the recovery for each Settlement Class Member
16 is well within the acceptable range for this type of action. This Settlement is also favorable, as
17 the Settlement Class will promptly receive compensation rather than face the uncertainties
18 inherent in further litigation and the years-long wait for this action to be tried. It is also telling
19 that the Settlement Class has overwhelmingly supported the Settlement on the terms set forth
20 in the Settlement Agreement. No Settlement Class Member has objected to the class-wide
21 Settlement obtained in this matter, and only one Settlement Class Member requested exclusion,
22 and no objections were submitted. Based on all considerations, this Settlement is highly
23 favorable and is in the best interests of the Settlement Class.

24 10. In sum, all relevant factors support final approval of the Settlement. The parties
25 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
26 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,
27 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides
28 an excellent result for the Settlement Class. Finally, the fact that no objections were filed

1 requesting denial of final approval, and no one requested exclusion from the Settlement weighs
2 strongly in favor of approving the Settlement. For these reasons, this Court should conclude
3 that under the circumstances of this case, the proposed Settlement is fair, adequate, and well
4 within the range of reasonableness.

5 11. I believe that Class Counsel's request for attorneys' fees in the amount of
6 \$160,000, representing approximately 33.33% of the Gross Settlement Amount, is fair,
7 reasonable, and fully justified under California law. The requested fee falls squarely within the
8 range of percentage awards routinely approved in common fund class action settlements and is
9 consistent with the Ninth Circuit's benchmark range of approximately 20% to 40% of the
10 common fund. The requested fee appropriately compensates Class Counsel for undertaking this
11 matter on a wholly contingent basis, assuming substantial litigation risks, devoting significant
12 professional time and resources to the prosecution of the case, and achieving an excellent result
13 for the Settlement Class.

14 12. From the outset, this action involved substantial risks that made recovery far
15 from certain. Class Counsel undertook representation without any guarantee of payment and
16 advanced all attorney time and litigation resources with the understanding that compensation
17 would be received only if a successful recovery was obtained on behalf of the Settlement Class.
18 Had the litigation been unsuccessful, Class Counsel would have received no compensation
19 whatsoever for the hundreds of hours devoted to the case.

20 13. The risks presented in this matter were significant. As with most wage-and-hour
21 class actions, Plaintiff faced substantial challenges regarding class certification, liability,
22 damages, and the ability to prove class-wide claims. Defendant denied all material allegations,
23 asserted numerous defenses, and vigorously disputed liability throughout the litigation. In
24 addition, continued prosecution of this action would have required substantial additional
25 expenditures of attorney time and litigation costs associated with formal discovery, class
26 certification proceedings, expert analysis, dispositive motions, trial preparation, trial, and any
27 subsequent appeals.
28

14. My office also assumed the substantial risks inherent in complex representative litigation. Wage-and-hour class actions are among the most vigorously contested forms of civil litigation, particularly when brought against sophisticated corporate defendants with substantial resources. Defendant possessed the ability and incentive to engage in prolonged litigation and to challenge every stage of the proceedings. The risk of nonpayment was therefore considerable and extended throughout the duration of the case.

15. Despite these risks, Class Counsel diligently investigated, prosecuted, and resolved this action in a manner that produced a substantial monetary recovery for the Settlement Class. The settlement provides meaningful and immediate relief to class members while avoiding the delay, expense, and uncertainty associated with continued litigation. In my opinion, the result achieved reflects a favorable outcome for the Settlement Class and weighs strongly in favor of approval of the requested fee award.

16. In evaluating the reasonableness of the requested fee, the Court may also consider the lodestar cross-check. As of final approval, Class Counsel have collectively expended approximately 141 hours litigating, investigating, evaluating, negotiating, documenting, administering, and seeking approval of the settlement in this matter.

17. Specifically, attorney Mehrdad Bokhour devoted approximately 74.5 hours to this case at his customary hourly rate of \$750 per hour, resulting in a lodestar of \$55,875.

18. I devoted approximately 66.5 hours to this case at my customary hourly rate of \$725 per hour, resulting in a lodestar of \$48,212.50. The combined lodestar incurred by Class Counsel is therefore \$104,087.50 as reflected in the chart below. This results in a modest lodestar multiplier of 1.53.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	\$750	74.5 ¹	\$55,875

¹ Includes an estimated 10 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 10 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings,

Joshua Falakassa	12 years	\$725	66.5	\$48,212.50
Total Lodestar				\$104,087.50

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.

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

21. 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.

22. I am informed and believe, and based thereon allege, that the Settlement Class consists of all current and former non-exempt hourly employees employed by Defendant in California during the applicable class period, from July 12, 2020, through October 21, 2025. Plaintiff alleges, and Defendant disputes, that Defendant maintained timekeeping, payroll, and wage-and-hour practices that resulted in employees not receiving all wages owed under California law. Specifically, Plaintiff asserted claims arising from alleged unpaid wages, meal period violations, rest period violations, inaccurate wage statements, waiting time penalties, and related civil penalties under the California Private Attorneys General Act ("PAGA"). Defendant has denied and continues to deny all material allegations, liability, wrongdoing, damages, penalties, and entitlement to any relief.

23. The Settlement was reached only after extensive arm's-length negotiations conducted by experienced counsel on behalf of their respective clients. The Parties participated in a full-day mediation before Marc Feder, Esq., a highly respected and experienced wage-and-hour and class action mediator. Prior to mediation, the Parties exchanged substantial information and data concerning the claims and defenses at issue, allowing both sides to meaningfully evaluate

assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

1 the strengths, weaknesses, and potential exposure associated with the litigation. The Settlement
2 was reached only after vigorous negotiations and was not the product of collusion, fraud, or any
3 improper conduct.

4 24. Prior to agreeing to the Settlement, Plaintiff and Class Counsel conducted a
5 thorough investigation into the factual and legal issues presented by the Action. This investigation
6 included reviewing pleadings, analyzing Defendant's policies and procedures, evaluating payroll
7 and timekeeping data, reviewing wage statements and employment records, researching
8 applicable law, assessing class certification issues, and evaluating Defendant's potential defenses.
9 Class Counsel also analyzed information concerning the size and composition of the proposed
10 Settlement Class and performed detailed damages analyses to estimate potential recovery under
11 various liability scenarios.

12 25. Through formal and informal discovery, data exchanges, and settlement-related
13 investigations, Class Counsel obtained and analyzed substantial information concerning the
14 number of putative class members, the number of workweeks worked during the class period, the
15 number of current and former employees, payroll and timekeeping information, and other data
16 relevant to the calculation of damages and penalties. Based upon this information, Class Counsel
17 prepared comprehensive damages models that evaluated the potential value of Plaintiff's claims
18 under various assumptions regarding class certification, liability, affirmative defenses, and
19 recoverable penalties. These analyses enabled Plaintiff and Class Counsel to make an informed
20 assessment regarding the strengths and weaknesses of the Action and the reasonableness of the
21 Settlement.

22 26. Throughout the litigation, Defendant vigorously disputed liability and contested
23 Plaintiff's claims on both factual and legal grounds. Defendant maintained that its wage-and-hour
24 practices complied with California law, that class certification would be inappropriate as to some
25 or all claims, that individualized issues would predominate, that various defenses limited or barred
26 recovery, and that any damages or penalties recoverable by Plaintiff and the Settlement Class
27 were substantially less than those alleged by Plaintiff. Defendant further disputed Plaintiff's
28 calculations of damages and penalties and denied that any class-wide relief was warranted.

1 27. As a result, continued litigation would have involved substantial risks, expense,
2 and delay. Plaintiff faced significant litigation risks associated with obtaining class certification,
3 prevailing on liability, establishing damages and penalties on a class-wide basis, overcoming
4 Defendant's defenses, prevailing on any dispositive motions, succeeding at trial, and defending
5 any favorable judgment on appeal. Even if Plaintiff ultimately prevailed, continued litigation
6 would likely have delayed recovery for Settlement Class Members for years while significantly
7 increasing litigation expenses.

8 28. In evaluating the proposed Settlement, Class Counsel carefully weighed the
9 strengths of Plaintiff's claims against the risks of continued litigation. Class Counsel also
10 considered the immediate and certain benefits provided by the Settlement, the costs and delays
11 associated with further litigation, the risks of obtaining a less favorable result, and the uncertainty
12 inherent in any complex wage-and-hour class action. After balancing these factors, Class Counsel
13 concluded that the Settlement represents a fair, reasonable, and adequate compromise and
14 provides substantial value to the Settlement Class.

15 29. The Settlement was reached only after Plaintiff and Class Counsel possessed
16 sufficient information to make an informed decision regarding the merits of the claims and the
17 value of the Action. Based upon the investigation performed, the discovery exchanged, the
18 analyses conducted, and the risks associated with continued litigation, Class Counsel believe the
19 Settlement falls well within the range of reasonableness and reflects a favorable result for the
20 Settlement Class.

21 30. Importantly, the Settlement treats Settlement Class Members in an equitable
22 manner. There is no improper preferential treatment afforded to any segment of the Settlement
23 Class. Settlement payments are allocated pursuant to objective criteria based upon workweeks
24 worked during the applicable class period, ensuring that participating Settlement Class Members
25 receive distributions proportionate to their alleged exposure and damages. The Settlement
26 therefore provides a fair and rational method of allocation among Settlement Class Members.

27 31. Additionally, the Settlement Agreement fully discloses all requested attorneys'
28 fees, litigation costs, settlement administration expenses, service award requests, and PAGA

1 allocations. The requested attorneys' fees were negotiated only after agreement was reached
2 regarding the substantive relief provided to the Settlement Class and do not diminish the fairness
3 of the Settlement. The requested fees are within the range commonly approved in California
4 wage-and-hour class action settlements and are subject to the Court's independent review and
5 approval.

6 32. Based upon my investigation, experience litigating wage-and-hour class actions,
7 familiarity with the facts and legal issues presented by this Action, and my evaluation of the risks
8 and benefits associated with continued litigation, it is my opinion that the Settlement is fair,
9 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement provides
10 meaningful and immediate relief while avoiding the substantial risks, expense, uncertainty, and
11 delay associated with further litigation.

12 33. Accordingly, I respectfully request that the Court grant final approval of the
13 Settlement, find that the Settlement is fair, reasonable, and adequate under applicable California
14 law, approve the requested attorneys' fees, costs, administration expenses, and service award, and
15 enter judgment consistent with the terms of the Settlement Agreement.

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

20 I declare under penalty of perjury under the laws of California that the foregoing is true
21 and correct, this 16th day of June 2026, at Los Angeles, California.

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23 Joshua Falakassa
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