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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

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

Date: January 26, 2026

Time: 9:00 a.m.

Dept.: 64

Complaint Filed: July 12, 2024

FAC Filed: February 11, 2025

1 **DECLARATION OF JOSHUA FALAKASSA**

2 I, Mehrdad Bokhour, 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 Mehrdad Bokhour, for Plaintiff Donald Manion (“Plaintiff”) and the Putative Class. I am
6 familiar with the file in this matter, and if called as a witness, I could and would competently testify
7 to the following facts of my own personal knowledge.

8 2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval
9 of Class Action Settlement.

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

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

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

25 6. Thereafter, as principal of Falakassa Law, P.C., I have handled over 100 employees
26 vs. employer litigation matters, including more than 80 class action wage/hour and PAGA cases. Over
27 the last few years, my practice has almost entirely consisted of representing employees, the majority
28 of which has included class action and representative action wage and hour matters. In total, I have

1 handled upwards of 90 class action and representative action wage/hour cases.

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

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

8 9. Currently, my firm is acting as counsel in at least forty wage-and-hour class and/or
9 PAGA actions.

10 10. Through a contested but productive mediation, Plaintiff Donald Manion and
11 Defendant Hat Creek Construction & Materials, Inc. (“Defendant”) (collectively, the “Parties”)
12 entered into a Class Action and PAGA Settlement Agreement resolving the wage and hour claims
13 asserted in this action (the “Settlement Agreement”), which is attached hereto as **Exhibit “A”** to the
14 accompanying Declaration of Mehrdad Bokhour.

15 11. Subject to Court approval, Defendant has agreed to pay a non-reversionary gross
16 settlement amount of \$480,000. Settlement Class Members will receive their Individual Settlement
17 Amounts automatically, without the need to submit a claim form or take any affirmative action, unless
18 they timely request exclusion. As of mediation, the Settlement Class consists of approximately 309
19 non-exempt employees who worked for Defendant in California during the Class Period. Based on
20 the workweeks allocation, the estimated average recovery is approximately \$831 per Settlement Class
21 Member, with the highest estimated recovery of approximately \$3,088, depending on credited
22 Workweeks.

23 12. Under the terms of the Settlement Agreement, Defendant has agreed not to oppose an
24 application for attorney’s fees not to exceed one third (33.33%) of the Gross Settlement Amount,
25 litigation costs not to exceed \$25,000, Settlement Administration Costs not to exceed \$8,000, PAGA
26 penalties totaling \$20,000 (of which \$15,000 will be paid to the Labor and Workforce Development
27 Agency and \$5,000 will be paid to Aggrieved Employees), and a Service Payment to Plaintiff not to
28 exceed \$10,000, all subject to Court approval. After these deductions, the Net Settlement Amount is

1 estimated to be approximately \$257,000 for distribution to Participating Class Members.

2 13. The Parties conducted a thorough investigation into the facts of the Action. This
3 included interviews with putative class members, investigation of Defendant and its operations and
4 pay practices, and the exchange of informal discovery, including written policies and a statistically
5 significant sampling of payroll and timekeeping records for Settlement Class Members and
6 Aggrieved Employees. Class Counsel is knowledgeable about the applicable law and potential
7 defenses and diligently investigated the claims asserted on behalf of the Settlement Class Members
8 and Aggrieved Employees.

9 14. Based on the foregoing and Class Counsel's independent investigation and evaluation,
10 Class Counsel believes the settlement is fair, reasonable, and adequate and is in the best interests of
11 the Settlement Class Members and Aggrieved Employees, in light of all known facts and
12 circumstances, including the risk of significant delay and uncertainty associated with litigation,
13 Defendant's asserted defenses, and potential appellate issues.

14 15. On August 21, 2025, the Parties participated in mediation before Marc Feder, Esq., an
15 experienced class action mediator. After a full day mediation and the issuance of a mediator's
16 proposal, the Parties reached a settlement and memorialized the terms in a written Class Action and
17 PAGA Settlement Agreement.

18 16. As further detailed in the accompanying Declaration of Mehrdad Bokhour, when
19 factoring in defenses and risks of ongoing litigation, Plaintiff estimates the risk-adjusted class
20 recovery as follows:

21	• Failure to Pay All Wages:	\$197,000
22	• Labor Code §§ 201 – 203 Claims:	\$201,324
23	• Meal Period Claims:	\$96,096
24	• Rest Break Claims:	\$72,625
25	• Wage Statement Claims:	\$118,825
26	• Reimbursement Claims:	\$24,960
27	• PAGA Penalties	\$20,000
28	• <u>Total Risk-Adjusted Penalties and Damages:</u>	\$730,830

1 Given the realistic value of Plaintiff's claims, the \$480,000 Gross Settlement Amount is an
2 excellent result for the Class, considering that the Settlement Amount totals approximately 66% of
3 Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement
4 will provide significant monetary relief to the Class.

5 17. The Settlement was the product of extensive arm's length negotiations between
6 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
7 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
8 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
9 Plaintiff and Class Counsel believed that there was a possibility of certifying the claims, they
10 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
11 decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or
12 on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any
13 of its defenses, the Class Members may not have received any substantial monetary recovery.

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

22 19. Class Counsel brought to bear a great deal of collective experience in negotiating the
23 settlement of this case. As detailed herein, Class Counsel engaged in necessary informal discovery,
24 investigation, sampling, and expert evaluation, making it possible to exercise informed judgment
25 throughout the settlement process, including significant document review (e.g., documents pertaining
26 to Defendant's policies and procedures, personnel documents, wage statements, time records, among
27 others) and conducted an extensive analysis and extrapolation of the sampling of class-wide data
28 provided by Defendant.

1 20. Based on our experience in other cases, including wage and hour matters, Mehrdad
2 Bokhour and I are qualified to evaluate the class claims and viability of defenses in this class action.
3 In this case, the recovery for each Class Member is reasonable, fair, and adequate, and a settlement
4 at this time is in the Class's best interest. The Settlement compensates each Class Member for the
5 alleged violations when viewed in relation to the costs and risks inherent in obtaining class
6 certification and proceeding to trial.

7 21. Class Counsel and Defendant's counsel fully endorse the terms and conditions of the
8 Settlement as set forth in the above-mentioned Settlement Agreement.

9 22. Of course, the Settlement Amount represents a compromise figure, considering the
10 various risks surrounding class certification and the merits of Defendant's asserted defenses.
11 Nevertheless, the Settlement provides fair and adequate payments to the Class Members, with no
12 reversion to Defendant.

13 23. When this case was taken on a contingency fee basis, with our firm agreeing to assume
14 responsibility for all litigation costs, the ultimate result was far from certain. During this litigation,
15 Mr. Bokhour and I advanced all costs, including the filing fees, court costs, research/database fees,
16 mediation costs, and expert costs. There was never a guarantee that our firms would recoup these
17 expenditures.

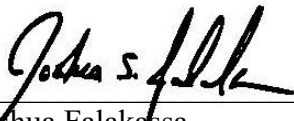
18 24. It is our experience that attorneys' fee awards of one-third of a common fund
19 settlement are the standard in California. Once the Court grants preliminary approval of the
20 Settlement Agreement and the Notice Packet is disseminated, Class Counsel will submit a request for
21 attorneys' fees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

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

28 I declare under penalty of perjury under the laws of California that the foregoing is true and

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correct on this 31st of December 2025, at Los Angeles, California.

By: 
Joshua Falakassa