

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CALAVERAS

KOLL KILMADE, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

KAISER ENTERPRISES, INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV47369

Assigned to the Hon. David M. Sanders

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

HEARING INFO

Date: September 5, 2025

Time: 9:00 a.m.

Dept.: 2

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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., and I serve as attorney of record, along with The Bokhour Law Group, P.C., for Plaintiff Koll Kilmade (“Plaintiff”) and the Putative Class.
2. 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. 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, (“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.
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 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 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
4 the years 2017 thru 2025, 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, 2022 and 2023.

7 8. 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 9. Currently, my firm is acting as counsel in at least fifty wage-and-hour class
10 actions.

11 10. 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 11. 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 12. Through a contested but productive mediation, Plaintiff and Defendant Kaiser
20 Enterprises, Inc. (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA
21 Settlement Agreement (“Settlement Agreement” or “Settlement”), resolving the wage and hour
22 claims asserted on behalf of the Settlement Class. A true and correct copy of the Settlement
23 Agreement is attached as Exhibit “A” to the accompanying Declaration of Mehrdad Bokhour in
24 Support of Preliminary Approval of Class Action Settlement.

25 13. The Settlement Agreement provides for a full and final release of claims asserted in
26 this Action in exchange for Defendant’s agreement to pay a non-reversionary Gross Settlement
27 Amount of \$300,000. 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.

1 14. Under the terms of the Settlement Agreement, Defendant will not oppose Class
2 Counsel's application for a reasonable award of attorney's fees not to exceed one-third of the
3 Settlement Amount (*i.e.*, the sum of One Hundred Thousand Dollars and Zero Cents, or \$100,000);
4 Class Counsel's litigation costs not to exceed \$25,000, Settlement Administration Costs not to exceed
5 \$5,000, PAGA penalties of \$10,000 (of which \$7,500 or 75% will be paid to the Labor Workforce
6 Development Agency (the "LWDA") and the remaining \$2,500 or 25% will be paid to the PAGA
7 Employees), and a Service Award not to exceed \$10,000 to the named Plaintiff:

	Total Amount
<i>Gross Settlement Amount</i>	\$300,000.00
Class Counsel Fees Payment (not to exceed 1/3 of GSA)	\$100,000.00
Class Counsel Litigation Expenses Payment (not to exceed)	\$25,000.00
Administration Expenses Payment (not to exceed)	\$5,000.00
PAGA Penalties to LWDA (75% of \$10k award)	\$7,500.00
PAGA Penalties to PAGA Employees (25% of \$10k award)	\$2,500.00
Plaintiff's Service Award	\$10,000.00
<i>Net Settlement Amount</i>	\$150,000.00

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18 15. Defendant represented at the time of mediation that the Settlement Class consisted of
19 approximately 138 Class Members. Plaintiff alleges that, regardless of job title or position, all Class
20 Members were subject to the same wage and hour policies and practices. Accordingly, Individual
21 Settlement Payments will be distributed on a pro-rata basis, calculated according to the number of
22 Compensable Workweeks each Class Member worked during the Class Period. Based on the Class
23 size at the time of mediation (138), the average payment is approximately \$1,087.00, with the highest
24 estimated potential individual payment of approximately \$2,793.50. Class Members who worked
25 more Compensable Workweeks will receive proportionally larger payments.

26 16. Because the Settlement is fair, reasonable, and the result of arm's-length negotiations
27 between experienced counsel with the assistance of an experienced mediator, following an
28 appropriate and thorough exchange of relevant information, data, and documents, it warrants

1 preliminary approval. Plaintiff respectfully requests that the Court enter an order: (1) preliminarily
2 approving the Settlement; (2) conditionally certifying the Settlement Class pursuant to California
3 Code of Civil Procedure § 382 for settlement purposes only; (3) approving the form and content of
4 the proposed Notice; (4) appointing Plaintiff's counsel as Class Counsel; (5) appointing ILYM
5 Group, Inc. as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

6 17. Based upon Plaintiff's and his counsel's independent investigation and detailed data
7 obtained through informal discovery and information exchanges, and factoring in claim certification
8 probabilities and liability probabilities, Class Counsel formulated detailed damages models to
9 evaluate the claims in preparation for mediation and in order to reach a realistic and reasonable
10 resolution as further detailed in the accompanying Declaration of Mehrdad Bokhour.

11 18. Given the realistic value of Plaintiff's claims, the \$300,000 Settlement Amount is an
12 excellent result for the Class considering that it totals approximately 90.31% of Plaintiff's risk-
13 adjusted case value. Preliminary approval is appropriate since the Settlement will provide significant
14 monetary relief to the Class.

15 19. The Settlement was the product of extensive arm's length negotiations between
16 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
17 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
18 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
19 Plaintiff and his counsel believe that there was a possibility of certifying the claims, they recognized
20 the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class
21 certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that
22 can take several more years to litigate. In addition, if Defendant prevailed on any of its defenses, the
23 employees may not have received any substantial monetary recovery.

24 20. The Settlement will result in a fair payment to each Settlement Class Member based
25 on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiff and
26 counsel have diligently investigated the claims and defenses on behalf of the Settlement Class
27 Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding
28 further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with

1 further litigation described above and weighing them against the benefits of a known compromise
2 and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed
3 to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution
4 of the claims alleged.

5 21. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
6 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal
7 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
8 judgment throughout the settlement process, including significant document review (e.g., documents
9 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
10 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
11 class-wide data provided by Defendant.

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

19 23. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and
20 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

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

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

26. It is our experience that attorneys' fee awards of one-third of a common fund settlement are the standard in California. In this case, Plaintiff's counsel agreed to seek one-third of the Settlement Amount for Attorneys' Fees. Defendant does not oppose this fee request. The fee is further warranted because it is within the range of reasonableness typically awarded in class actions. Our firm's Costs will not exceed \$25,000 and will be based on the actual amount incurred at the time of final approval.

27. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class, as well as preliminarily approve the requested Attorneys' Fees and Costs, and Service Award to the Class Representative.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 28th day of July 2025, in Los Angeles, California.

By: Joshua S. Falakassa
Joshua Falakassa, Esq.