

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
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 520
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 SACRAMENTO

BRANDON CASTON, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

NORTH VALLEY, LLC, a California Limited
Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV018816

Assigned to the Hon. Laurie A. Damrell

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

HEARING INFORMATION

Date: August 7, 2026

Time: 9:00 a.m.

Dept.: 8B

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

13
14
15
16
17
18
19
20
21
22
23
24
25
26

18
19
20
21
22
23
24
25
26

26

27

1 7. Thereafter, as principal of Falakassa Law, P.C., I have handled over 100 employee
2 vs. employer litigation matters, including more than 90 class action wage/hour and PAGA cases.
3 Over the last few years, my practice has entirely consisted of representing employees, the majority
4 of which has included class action and representative action wage and hour matters. In total, I have
5 handled upwards of 90 class action and representative action wage/hour cases.

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

10 9. My office has devoted substantial time and resources to investigating, prosecuting,
11 and resolving this action. These efforts have directly contributed to the creation of a meaningful
12 settlement fund for the benefit of the Class. From the outset, my office undertook a comprehensive
13 factual and legal analysis of the claims, including a review of Defendant’s timekeeping, payroll,
14 and policy documents.

15 10. Through a contested but productive mediation, Plaintiff and Defendant North Valley,
16 LLC (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA Settlement
17 Agreement resolving the wage and hour claims of the Settlement Class (“Settlement Agreement”
18 and/or “Settlement”), and a Class Notice which is attached as Exhibit A to the accompanying
19 Declaration of Mehrdad Bokhour.

20 11. The Settlement Agreement seeks to fully release and discharge Defendant from the
21 claims brought against it in this matter in exchange for Defendant’s agreement to pay \$325,000 on a
22 non-reversionary, non-claim-made basis (each Settlement Class Member will receive his/her share of
23 the Net Settlement Amount without having to submit a claim form or take action, except for those
24 who opt out).

25 12. Under the terms of the Settlement Agreement, Defendant will not oppose Class
26 Counsel’s application for an award of attorneys’ fees not to exceed \$108,333.33, representing one
27 third of the Gross Settlement Amount, reimbursement of Class Counsel’s litigation expenses not to
28 exceed \$25,000, Settlement Administration Expenses not to exceed \$6,000, PAGA penalties in the

1 total amount of \$20,000, of which \$13,000 or 65 percent will be paid to the California Labor and
2 Workforce Development Agency and \$7,000 or 35 percent will be paid to the PAGA Members, and
3 a Class Representative Service Payment not to exceed \$15,000 to Plaintiff Brandon Caston.
4 (Settlement Agreement ¶¶ 3.2 *et seq.*):

5 13. Because the Settlement is fair, reasonable, and adequate, and is the result of arm's-
6 length negotiations between experienced counsel, with the assistance of an experienced mediator,
7 following a thorough exchange of relevant information and documents, it warrants preliminary
8 approval. Plaintiff respectfully requests that the Court enter an order: (1) preliminarily approving the
9 Settlement; (2) conditionally certifying the Settlement Class pursuant to California Code of Civil
10 Procedure section 382 for settlement purposes only; (3) approving the form and manner of
11 dissemination of the proposed Class Notice; (4) appointing Plaintiff Benjermine McAtee as Class
12 Representative and appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S.
13 Falakassa of Falakassa Law, P.C. as Class Counsel for settlement purposes only; (5) appointing
14 ILYM Group as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

15 14. As further detailed in the accompanying Declaration of Mehrdad Bokhour, after
16 accounting for the substantial litigation risks, including certification, liability, damages, derivative
17 penalties, and PAGA reductions, Plaintiff estimated a risk-adjusted value of approximately \$361,069.
18 The \$325,000 Gross Settlement Amount therefore represents approximately 90% of the estimated
19 risk-adjusted value of the Action and provides immediate, meaningful relief while avoiding the delay,
20 expense, and uncertainty of continued litigation. Under these circumstances, the Settlement falls well
21 within the range of reasonableness and merits preliminary approval.

22 15. I believe the proposed Settlement is fair, reasonable, adequate, and in the best interests
23 of the Settlement Class. The Settlement is the product of extensive, arm's-length negotiations between
24 experienced counsel and was reached only after the Parties engaged in substantial investigation,
25 analysis, and the exchange of significant information concerning the claims and defenses at issue.
26 The negotiations were facilitated by an experienced wage-and-hour class action mediator and were
27 vigorously contested, adversarial, and entirely non-collusive. At all times, Plaintiff and Class Counsel
28 advocated for the maximum recovery reasonably attainable while Defendant vigorously disputed both

1 liability and damages. The Settlement was reached only after careful evaluation of the strengths and
2 weaknesses of the Parties' respective positions and reflects a reasoned compromise based upon the
3 litigation risks facing both sides.

4 16. In evaluating the Settlement, I carefully considered the substantial risks, expense, and
5 uncertainty associated with continued litigation. Although I believe Plaintiff has strong claims and a
6 reasonable likelihood of obtaining class certification, there is never any guarantee that certification
7 would be granted or maintained through trial. Likewise, there remained significant litigation risks,
8 including the possibility of an adverse ruling on class certification, summary judgment, dispositive
9 motions, evidentiary issues, trial, post-trial motions, or appeal. Defendant vigorously denied liability,
10 disputed Plaintiffs' damages methodologies, and asserted numerous factual and legal defenses that, if
11 accepted in whole or in part, could have substantially reduced or eliminated any recovery for the
12 Settlement Class. Continued litigation also would have required significant additional attorney time,
13 expert analysis, discovery, motion practice, trial preparation, and likely appellate proceedings,
14 delaying any recovery to the Settlement Class for years.

15 17. Before recommending settlement, I conducted a thorough investigation of the facts
16 and law underlying Plaintiffs' claims. Together with co-counsel, I reviewed and analyzed substantial
17 documentary evidence produced by Defendant, including Defendant's policies and procedures,
18 payroll and timekeeping information, personnel records, wage statements, and other relevant
19 employment records. We also conducted a detailed statistical analysis and extrapolation of the class-
20 wide sampling data produced by Defendant, evaluated the potential damages associated with each
21 claim, researched Defendant's anticipated defenses, and consulted with experts as appropriate. As a
22 result of this investigation, I believe I possessed sufficient information to make an informed
23 assessment of both the value of the claims and the risks associated with continued litigation.

24 18. Based upon my experience litigating and resolving complex wage-and-hour class
25 actions, together with the experience of my co-counsel, Joshua Falakassa, I believe we were well-
26 positioned to evaluate the merits of Plaintiffs' claims, the viability of Defendant's defenses, and the
27 reasonableness of the proposed Settlement. In my professional judgment, the Settlement provides
28 meaningful and substantial relief to the Settlement Class when viewed against the risks, costs, delays,

1 and uncertainty inherent in further litigation. I believe the amount each Settlement Class Member is
2 expected to receive represents a fair and reasonable compromise under the circumstances.

3 19. I fully support and endorse the terms of the Settlement Agreement. In my opinion, the
4 Settlement represents an excellent result for the Settlement Class because it provides prompt and
5 meaningful monetary relief without the delay, uncertainty, and substantial expense that would
6 accompany continued litigation. Importantly, the Settlement creates a non-reversionary common
7 fund, ensuring that the Settlement proceeds will benefit the Settlement Class rather than reverting to
8 Defendant.

9 20. Although the Gross Settlement Amount necessarily represents a compromise of
10 disputed claims, it reflects a fair resolution reached after careful consideration of the evidence,
11 applicable law, estimated damages, litigation risks, and Defendant's asserted defenses. The Settlement
12 appropriately balances the possibility of obtaining a larger recovery after years of additional litigation
13 against the very real possibility that the Settlement Class could recover substantially less—or nothing
14 at all—if Defendant prevailed on one or more of its defenses.

15 21. This litigation was prosecuted entirely on a contingency-fee basis. From the outset,
16 my firm and co-counsel assumed the substantial financial risks associated with prosecuting this action
17 without any guarantee of recovery. We advanced all litigation expenses, including court filing fees,
18 mediation fees, expert costs, and other case-related expenses, with the understanding that we would
19 recover those costs only if the litigation resulted in a favorable outcome. Had Plaintiff not prevailed,
20 neither my firm nor co-counsel would have recovered any attorneys' fees or litigation costs despite
21 the substantial time and resources devoted to this matter.

22 22. Based upon my experience, an attorneys' fee award equal to one-third of a common
23 fund is well within the range routinely approved by California courts in wage-and-hour class actions
24 and adequately compensates counsel for the significant risk undertaken, the favorable result achieved,
25 and the substantial time and effort devoted to the prosecution of this case. Pursuant to the Settlement
26 Agreement, Class Counsel will seek an award of attorneys' fees equal to one-third of the Gross
27 Settlement Amount. Defendant does not oppose that request. Class Counsel will also seek
28 reimbursement only for the actual litigation costs reasonably incurred, not to exceed \$35,000, subject

1 to Court approval.

2 23. In accordance with Rule 1.5.1 of the California Rules of Professional Conduct,
3 Plaintiff executed a written fee-sharing agreement providing that any Court-approved attorneys' fees
4 will be divided equally between Bokhour Law Group, P.C. and Falakassa Law, P.C. This fee-sharing
5 arrangement does not increase the total attorneys' fees sought from the Settlement and has no effect
6 on the amount payable to any Settlement Class Member.

7 24. For all of the foregoing reasons, it is my opinion that the proposed Settlement is fair,
8 reasonable, adequate, and in the best interests of the Settlement Class. Accordingly, I respectfully
9 request that the Court grant preliminary approval of the Settlement, approve the proposed notice plan,
10 appoint ILYM Group, Inc. as Settlement Administrator, and schedule the matter for final approval.
11 Plaintiff will seek final approval of attorneys' fees, litigation costs, and any requested service award
12 at the final approval hearing.

13 I declare under penalty of perjury under the laws of California that the foregoing is true and
14 correct on this 14th day of July 2026, in Los Angeles, California.

15
16 By: 
17 Joshua Falakassa
18
19
20
21
22
23
24
25
26
27
28