

BOKHOUR LAW GROUP, P.C.
Mehrddad 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 SOLANO

MICHAEL ARMSTRONG, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

1-800-PACK-RAT, LLC, a Delaware Limited
Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.:CU24-08913

Assigned to Hon. Tim P. Kam

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

HEARING INFORMATION

Date: May 14, 2027

Time: 9:00 a.m.

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1 total, I have 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 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I
4 have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50 wage and
5 hour class and/or PAGA action settlements in California in 2021-2025.

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

11 9. Through a contested but productive mediation and subsequent arm’s-length
12 negotiations, Plaintiff and Defendant 1-800-PACK-RAT, LLC (“Defendant”) (collectively, the
13 “Parties”) reached a proposed Class Action and PAGA Settlement Agreement resolving the wage-
14 and-hour claims asserted on behalf of the Settlement Class and PAGA Members (“Settlement
15 Agreement” or “Settlement”). I participated in the investigation, evaluation, negotiation, and
16 ultimate resolution of this matter and am familiar with the terms of the Settlement and the
17 considerations underlying it.

18 10. Under the Settlement, Defendant has agreed to pay a Gross Settlement Amount of
19 \$550,000 on a non-reversionary, non-claims-made basis. This structure provides a substantial and
20 direct benefit to the Settlement Class because Participating Class Members will automatically
21 receive their respective shares of the Net Settlement Amount without being required to submit a
22 claim form or take any affirmative action to participate. Only those Class Members who
23 affirmatively request exclusion will not receive a Class Payment.

24 11. Under the terms of the Settlement Agreement, Defendant will not oppose Class
25 Counsel’s application for attorneys’ fees not to exceed \$183,333.33, representing one-third of the
26 Gross Settlement Amount; reimbursement of Class Counsel’s actual litigation expenses not to
27 exceed \$25,000; Settlement Administration Expenses not to exceed \$7,500; a PAGA allocation of
28 \$20,000, of which \$13,000, or 65%, will be paid to the California Labor and Workforce

1 Development Agency and \$7,000, or 35%, will be distributed to the PAGA Members; and a Class
2 Representative Service Payment not to exceed \$10,000 to Plaintiff, subject in each instance to Court
3 approval. The Settlement Class consists of approximately 238 non-exempt hourly employees who
4 worked for Defendant in California during the Class Period. Plaintiff alleges that, irrespective of
5 job title or position, Defendant subjected its non-exempt hourly employees to common wage-and-
6 hour policies and practices. Based on Defendant's records, Class Members collectively worked
7 approximately 12,000 Workweeks during the Class Period. After Court-approved deductions from
8 the Gross Settlement Amount, the Net Settlement Amount will be distributed automatically on a
9 pro rata basis according to each Participating Class Member's respective number of Workweeks.
10 Based on the information presently available, the average Individual Class Payment is
11 conservatively estimated to be approximately \$1,250 to \$1,500, with employees who worked for
12 Defendant for longer periods generally receiving correspondingly larger payments.

13 12. Before agreeing to the Settlement, my co-counsel and I conducted a thorough
14 investigation of the facts, claims, potential defenses, and damages at issue in this Action. That
15 investigation included interviews with putative Class Members; investigation concerning
16 Defendant's operations and wage-and-hour practices; review and analysis of Defendant's written
17 policies and procedures; informal discovery and information exchanges; and the production and
18 analysis of a reasonable sampling of payroll and timekeeping records concerning Settlement Class
19 Members and Aggrieved Employees. I also conducted substantial legal research concerning the
20 applicable law, class certification standards, potential defenses, damages, penalties, and the risks
21 associated with continued litigation. As a result, I was sufficiently informed regarding the strengths
22 and weaknesses of the claims and defenses to meaningfully evaluate the Settlement.

23 13. On April 9, 2026, the Parties participated in mediation before Allison C. Eckstrom,
24 an experienced wage-and-hour class action mediator. The mediation was contested and adversarial
25 and lasted the entire day. Although the Parties made substantial progress during the mediation, a
26 resolution was ultimately achieved through the mediator's proposal. The resulting Settlement was
27 therefore reached only after substantial arm's-length negotiations conducted with the assistance of
28 an experienced neutral.

1 14. In preparation for mediation, I participated in developing detailed damages models
2 based upon our independent investigation, Defendant's records, the class-wide data produced
3 through informal discovery, and the information obtained through the Parties' exchanges. In
4 evaluating potential exposure, we did not simply calculate theoretical maximum damages. We
5 considered the evidence supporting each claim, Defendant's anticipated defenses, the probability
6 of establishing liability, the risks associated with class certification, and the likelihood that
7 particular categories of damages and penalties ultimately would be recoverable. This analysis
8 allowed us to develop a realistic, risk-adjusted valuation of the Action for settlement purposes.

9 15. Based upon that investigation and analysis, and as further detailed in the
10 accompanying Declaration of Mehrdad Bokhour, it is my opinion that the \$550,000 Gross
11 Settlement Amount represents an excellent result for the Settlement Class. The Settlement
12 represents approximately 55% of Plaintiff's risk-adjusted valuation of the case, while providing
13 Class Members with a certain and prompt monetary recovery without the delay and uncertainty
14 associated with continued litigation. In my judgment, this is a substantial recovery when considered
15 in relation to the litigation risks and the possibility that the Class could recover materially less—or
16 nothing at all—on one or more claims if litigation continued.

17 16. The Settlement was not the product of collusion or a predetermined agreement. To
18 the contrary, it resulted from extensive, contested, and arm's-length negotiations between
19 experienced counsel and was facilitated by an experienced wage-and-hour class action mediator.
20 Although negotiations remained professional, the Parties vigorously advocated their respective
21 positions concerning liability, certification, damages, penalties, and settlement value. In evaluating
22 the Settlement, I considered the substantial risks, expense, and complexity of continued litigation,
23 including the possibility of an adverse ruling on class certification, summary judgment, trial,
24 damages, penalties, or appeal. Even a favorable trial result could be followed by years of appellate
25 proceedings before Class Members received any recovery. Conversely, if Defendant prevailed on
26 significant defenses, the Settlement Class could receive substantially less than the benefits provided
27 by this Settlement or potentially no recovery at all.

1 17. The Settlement eliminates those uncertainties while providing meaningful monetary
2 relief to the Settlement Class. Each Participating Class Member will automatically receive a
3 payment based upon the number of Workweeks worked during the Class Period, thereby allocating
4 the recovery according to the relative duration of each employee's employment during the relevant
5 period. In my judgment, this allocation methodology is fair, objective, and reasonably related to the
6 claims asserted in the Action.

7 18. My co-counsel and I were able to make an informed assessment of the Settlement
8 because of the substantial investigation undertaken before mediation. Among other things, we
9 reviewed Defendant's relevant policies and procedures, personnel-related documents, wage
10 statements, payroll information, and timekeeping records. We also performed a detailed analysis
11 and extrapolation of the sample class-wide data produced by Defendant. This information permitted
12 us to evaluate not merely Plaintiff's maximum potential damages, but the realistic value of the
13 claims after accounting for certification, liability, proof, and damages risks.

14 19. I have substantial experience litigating California employment matters, including
15 wage-and-hour class and representative actions, and I am familiar with the legal and practical
16 considerations involved in evaluating such claims for settlement. Based upon my experience, my
17 investigation of this Action, my analysis of the evidence and Defendant's anticipated defenses, and
18 my participation in the mediation and subsequent negotiations, I believe the Settlement is fair,
19 reasonable, and adequate and is in the best interests of the Settlement Class. The Settlement
20 provides Class Members with meaningful compensation now while eliminating the substantial
21 expense, delay, and uncertainty associated with class certification, dispositive motions, trial, and
22 potential appeals.

23 20. I fully endorse the terms and conditions of the Settlement and recommend its
24 approval. I understand that Defendant and its counsel likewise support approval of the negotiated
25 Settlement, subject to the terms set forth in the Settlement Agreement.

26 21. The \$550,000 Gross Settlement Amount necessarily reflects a compromise. It takes
27 into account both the strengths of Plaintiff's claims and the substantial litigation risks presented by
28 Defendant's asserted defenses, including risks concerning certification, liability, damages, and

1 penalties. Nevertheless, the Settlement provides substantial and certain monetary relief to Class
2 Members and, importantly, is non-reversionary. The funds allocated to participating Class
3 Members will not revert to Defendant merely because a Class Member fails to submit a claim,
4 because no claim form is required.

5 22. Plaintiff seeks a Class Representative Service Payment of \$10,000, which I believe
6 is fair and warranted under the circumstances. Plaintiff undertook responsibilities and risks that
7 absent Class Members did not. By agreeing to serve as the named Plaintiff, he came forward to
8 challenge the wage-and-hour practices at issue, sought recovery not merely for himself but for
9 similarly situated employees, and accepted the responsibilities associated with serving as the
10 representative of the proposed Class. He also undertook litigation-related risks, including the
11 possibility that the Action would be unsuccessful and that he could potentially face an adverse cost
12 award.

13 23. Plaintiff also provided meaningful assistance throughout the investigation and
14 prosecution of the Action. Among other things, he provided the factual background necessary to
15 investigate and prepare the Class Complaint; supplied information and documentation concerning
16 Defendant's policies and practices; reviewed relevant litigation and settlement documents;
17 participated in conferences concerning litigation and settlement strategy; communicated with
18 counsel as necessary throughout the case; and reviewed the proposed Settlement. Plaintiff
19 undertook these responsibilities without any guarantee that the Action would succeed or that he
20 would receive any additional compensation for his efforts. Plaintiff's accompanying declaration
21 provides additional detail concerning his participation and the basis for the requested Service
22 Payment.

23 24. My firm undertook this representation on a contingency-fee basis and assumed the
24 risk that it would receive no compensation if the litigation were unsuccessful. Class Counsel also
25 advanced the expenses necessary to investigate and prosecute the Action, including filing fees,
26 mediation expenses, and expert-related costs, without any guarantee those expenditures would be
27 reimbursed. At the outset of the case—and throughout the litigation—the ultimate outcome
28 remained uncertain. The contingent nature of the representation therefore required Class Counsel

1 to devote substantial attorney time and financial resources to the matter while bearing the risk of
2 nonpayment.

3 25. Class Counsel have agreed to seek attorneys' fees of no more than one-third of the
4 Gross Settlement Amount, or \$183,333.33. Defendant has agreed not to oppose that request. In my
5 experience litigating wage-and-hour class actions, a one-third contingency fee is consistent with
6 fee awards commonly requested and approved in California common-fund class actions, subject,
7 of course, to the Court's independent review. The requested fee also reflects the contingent nature
8 of the representation, the risks assumed by Class Counsel, the result achieved for the Settlement
9 Class, and the work necessary to investigate, analyze, negotiate, and resolve the Action. Class
10 Counsel will separately seek reimbursement only for actual litigation expenses incurred, subject to
11 the agreed-upon cap and the Court's approval.

12 26. Subject to Court approval, the Parties have selected CPT Group, Inc. to serve as the
13 Settlement Administrator. Based upon the terms negotiated by the Parties, Settlement
14 Administration Expenses will not exceed \$7,500. The Settlement Administrator will be responsible
15 for carrying out the notice and administration procedures contemplated by the Settlement
16 Agreement.

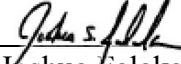
17 27. In compliance with California Rule of Professional Conduct 1.5.1, Plaintiff executed
18 a written fee-division agreement providing that any attorneys' fees awarded to Class Counsel will
19 be allocated 50% to Bokhour Law Group, P.C. and 50% to Falakassa Law, P.C. The requested
20 division of fees reflects the agreement between Class Counsel and was disclosed to and approved
21 by Plaintiff.

22 28. Based upon my investigation of the claims and defenses, analysis of Defendant's
23 records and class-wide data, experience litigating wage-and-hour matters, participation in the
24 mediation and settlement negotiations, and consideration of the substantial risks and delay
25 associated with continued litigation, I believe the proposed Settlement provides a fair, reasonable,
26 and substantial recovery for the Settlement Class.

27 29. For all of these reasons, I respectfully request that the Court grant preliminary
28 approval of the Settlement as fair, reasonable, and adequate; conditionally certify the Settlement

1 Class for settlement purposes; approve the proposed notice and administration procedures; and set
2 a hearing for final approval. The requested attorneys' fees, litigation costs, Settlement
3 Administration Expenses, PAGA allocation, and Class Representative Service Payment will remain
4 subject to the Court's review and final approval.

5 I declare under penalty of perjury under the laws of California that the foregoing is true and
6 correct on this 28th day of September 2026, in Los Angeles, California.

7
8 By: 
9 Joshua Falakassa, Esq.