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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JUAN PENA, on behalf of himself and all others
similarly situated,

Plaintiff,

v.

HINTON TRANSPORTATION
INVESTMENTS, INC. a Michigan Corporation;
and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24STCV29266

Assigned to the Hon. Samantha P. Jessner

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

HEARING INFO

Date: December 22, 2025

Time: 10:00 a.m.

Dept.: 7

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I, Joshua Falakassa, say and declare as follows:

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 Juan Pena (“Plaintiff”) and the Putative Class. 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.

2. I am a 2013 graduate from the University of California, Berkeley, School of Law, (“Berkeley Law”) 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.

3. 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.

4. 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 hour matters. In total, I have handled upwards of 60 class action and representative action wage/hour cases.

5. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the years 2017 thru 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I have also been recognized by Topverdicts.com for achieving Top 20 and Top 50 wage and hour class and/or PAGA action settlements in California in 2021, 2022, 2023, and 2024.

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

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

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

9 9. I have been appointed class counsel in various courts across the State of California,
10 including the following non-exhaustive list of recent settlements for which I have been the handling
11 attorney:

12 • *Thomas Anderson Doty, on behalf of himself and all others similarly situated v.*
13 *Underground Construction Co. Inc.*; Solano County Superior Court, Case No. FCS054576;
(approval of \$1,450,000 Class and PAGA Action Settlement);

14 • *Zirl Wilson, on behalf of himself and all others similarly situated v. TCG Oakland*
15 *LLC; NWLA Delivery Inc.*, Alameda County Superior Court, Case No. RG20063636; (approval of
16 \$500,000 Class and PAGA Action Settlement);

17 • *Garza v. Cen-Cal Fire Systems, Inc., et al.*, Case No. RG20070111 (approval granted
18 on April 27, 2021) (PAGA settlement of \$350,000 approved by Hon. Brad Seligman);

19 • *Martinez v. JSL Transport, L.L.C.*, Case No. RG20050358 (approval granted on May
20 5, 2021) (PAGA settlement of \$185,000 approved by Hon. Winifred Y. Smith);

21 • *Aguirre v. Swinerton Builders, et al.*, Case No. CIVDS1925363 (final approval
22 granted on May 26, 2021) (wage and hour class and PAGA settlement of \$2,250,000 approved by
23 Hon. David Cohn);

24 • *Bautista, et al. v. Builder Services Group, Inc.*, Case No. RG19038041 (approval
25 granted on July 30, 2021) (PAGA settlement of \$2,200,000 approved by Hon. Dennis Hayashi);

26 • *Hoff, et al. v. Dependable Highway Express, Inc.*, Case No. 34-2020-00272729-CU-
27 OE-GDS (final approval granted on August 23, 2021) (wage and hour class and PAGA settlement
28 of \$800,000 approved by Hon. Shama H. Mesiwala);

- 1 • *Mann v. Altec Industries, Inc.*, Case No. FCS054121 (final approval granted on
2 September 17, 2021) (wage and hour class and PAGA settlement of \$1,450,000 approved by Hon.
3 Bradley E. Nelson);
- 4 • *Ayala v. FabFitFun, Inc.*, Case No. CIVDS2006687 (approval granted on October 7,
5 2021) (PAGA settlement of \$820,000 approved by Hon. David Cohn);
- 6 • *Becerra v. Luxfer, Inc.*, Case No. RIC2001892 (final approval granted on October
7 29, 2021) (wage and hour and PAGA settlement of \$1,125,000 approved by Hon. Lawrence W. Fry);
- 8 • *Sifuentes, et al. v. Roofline, Inc., dba Roofline Supply & Delivery*, Case No. 34-2019-
9 00269947 (final approval granted on November 30, 2021) (wage and hour class and PAGA
10 settlement of \$1,850,000 approved by Hon. Shama H. Mesiwala);
- 11 • *Bjornsen v. Paychex North America, Inc.*, Case No. 34-2020-00286974 (approval
12 granted on January 11, 2022) (PAGA settlement of \$650,000 approved by Hon. Christopher E.
13 Krueger);
- 14 • *Villa v. Sharecare Health Data Services, LLC, et al.*, Case No. 37-2020-0016422-
15 CU-OE-CTL (final approval granted on February 18, 2022) (wage and hour class and PAGA
16 settlement of \$630,000 approved by Hon. Eddie C. Sturgeon);
- 17 • *Rebulloza v. Acosta Employee Holdco, LLC*, Case No. RG21087775 (approval
18 granted on March 17, 2022) (PAGA settlement of \$525,000 approved by Hon. Somnath Raj
19 Chatterjee);
- 20 • *Benavides v. Production Framing, Inc.*, Case No. 34-2021-00295745-CU-OE-GDS
21 (approval granted on May 12, 2022) (PAGA settlement of \$858,000 approved by Hon. Jill H.
22 Talley);
- 23 • *De Los Angeles Vasquez v. Nutrawise Health & Beauty Corp.*, Case No. 30-2020-
24 01140636-CU-OE-CXC (final approval granted on June 28, 2022) (wage and hour and PAGA
25 settlement of \$312,946.43 approved by Hon. William D. Claster);
- 26 • *Buckner v. Xpress Global Systems, LLC*, Case No. RG20080657 (final approval
27 granted on August 1, 2022) (wage and hour and PAGA settlement of \$500,000 approved by Hon.
28 Stephen Kaus);
- *Estrada, et al. v. HHM Facility Management, LLC.*, Case No. RG20078429 (final

1 approval granted on October 13, 2022) (wage and hour and PAGA settlement of \$500,000 approved
2 by Hon. Brad Seligman);

3 • *Garcia v. J-M Manufacturing Company, Inc., et al.*, Case No. STK-UOE-2021-4926
4 (final approval granted on October 25, 2022) (wage and hour and PAGA settlement of \$750,000
5 approved by Hon. Janye C. Lee);

6 • *Stacy v. Hickman Egg Ranch, Inc.*, Case No. CVRI2103899 (final approval granted
7 on November 21, 2022) (wage and hour and PAGA settlement of \$325,000 approved by Hon. Harold
8 W. Hopp);

9 • *Guevara v. Bunge Oils, Inc.*, Case No. CV-21-004207 (final approval granted on
10 November 29, 2022) (wage and hour and PAGA settlement of \$500,000 approved by Hon. John R.
11 Mayne);

12 • *Camp v. Matson Logistics Warehousing, Inc.*, Case No. RG21088637 (final approval
13 granted on December 16, 2022) (wage and hour and PAGA settlement of \$375,000 approved by
14 Hon. Jenna Whitman);

15 • *Silva-Branbila v. Barry Callebaut USA, LLC*, Case No. 21CV000337 (final approval
16 granted on December 20, 2022) (wage and hour and PAGA settlement of \$350,000 approved by
17 Hon. Scott R.L. Young);

18 • *Orozco v. Taylored Services, LLC*, Case No. CIVSB2133520 (final approval granted
19 on January 27, 2023) (wage and hour and PAGA settlement of \$600,000 approved by Hon. Joseph
20 Ortiz);

21 • *Sanford v. Orchard Machinery Corporation*, Case No. CVCS21-0001614 (final
22 approval granted on January 30, 2023) (wage and hour and PAGA settlement of \$650,000 approved
23 by Hon. Sarah Heckman);

24 • *Farley v. Bimbo Bakeries USA, Inc.*, Case No. 2020-00285248 (final approval
25 granted on February 2, 2023) (wage and hour and PAGA settlement of \$2,500,000 approved by Hon.
26 Jill H. Talley);

27 • *Ellingson v. Mueller Nicholls, Inc.*, Case No. RG21114800 (final approval granted
28 on February 2, 2023) (wage and hour and PAGA settlement of \$395,000 approved by Hon. Evelio
Grillo);

- 1 • *Ayotte v. Frank, Rimerman + Co., LLP*, Case No. 21CV386288 (final approval
2 granted on April 13, 2023) (wage and hour and PAGA settlement of \$775,000 approved by Hon.
3 Theodore C. Zayner);
- 4 • *Enriquez v. Shipbob, Inc.*, Case No. CVRI2101452 (final approval granted on May
5 1, 2023) (wage and hour and PAGA settlement of \$925,000 approved by Hon. Harold W. Hopp);
- 6 • *Truchinski v. Hologic, Inc., et al.*, Case No. 21STCV19587 (approval granted on May
7 20, 2023) (PAGA settlement of \$750,000 approved by Hon. Sunil R. Kulkarni); and
- 8 • *Incze v. Radial, Inc., et al.*, Case No. CIVSB2133520 (approval granted on July 5,
9 2023) (wage and hour and PAGA settlement of \$559,905 approved by Hon. David Cohn);
- 10 • *Verdugo v. Nvent Thermal, LLC*, Case No. 21-CIV-04370 (approval granted on July
11 6, 2023) (wage and hour and PAGA settlement of \$3,250,000 approved by Hon. Robert D. Foiles);
- 12 • *Le v. Cresco Labs, Inc., et al.*, Case No. JCCP 5226 (approval granted on August 11,
13 2023) (wage and hour and PAGA settlement of \$890,000 approved by Hon. Lauri A. Damrell);
- 14 • *Chilton v. Pacific Eye Institute, A Medical Group, Inc., et al.*, Case No.
15 CIVSB2200827 (approval granted on August 21, 2023) (wage and hour and PAGA settlement of
16 \$1,970,000 approved by Hon. David Cohn);
- 17 • *Cervantes, et al. v. Genuine Parts Company, Inc., et al.*, Case No. 22STCV00981
18 (approval granted on September 14, 2023) (PAGA settlement of \$1,300,000 approved by Hon.
19 Gregory Keosian);
- 20 • *Attaway, et al. v. Alliance Residential, LLC*, Case No. JCCP No. 5173 (approval
21 granted on September 29, 2023) (PAGA settlement of \$500,000 approved by Hon. Theodore C.
22 Zayner);
- 23 • *Gonzales v. Scosche Industries, Inc.*, Case No. 56-2022-00564014-CU-OW-VTA
24 (final approval granted on October 20, 2023) (wage and hour and PAGA settlement of \$282,205.30
25 approved by Hon. Matthew P. Guasco);
- 26 • *Blakes v. PGP International, Inc.*, Case No. CV2022-1554 (final approval granted on
27 November 14, 2023) (wage and hour and PAGA settlement of \$1,000,000 approved by Hon. Stephen
28 L. Mock);
- *Grant v. Rodd & Gunn USA Retail, Inc.*, Case No. MSC2102113 (final approval

1 granted on November 30, 2023) (wage and hour and PAGA settlement of \$450,000 approved by
2 Hon. Charles S. Treat);

3 • *Barajas v. Quanex Homeshield, LLC, et al.*, Case No. 34-2022-00317535 (final
4 approval granted on December 8, 2023) (wage and hour and PAGA settlement of \$1,000,000
5 approved by Hon. Jill H. Talley);

6 • *Magnotti v. The Highest Craft, LLC, et al.*, Case No. CVRI2105547 (final approval
7 granted on January 4, 2024) (wage and hour and PAGA settlement of \$400,000 approved by Hon.
8 Harold W. Hopp); and *Arrayga v. Medical Extrusion Technologies, Inc.*, Case No. CVRI2203190
9 (final approval granted on January 16, 2024) (wage and hour and PAGA settlement of \$553,350
10 approved by Hon. Harold W. Hopp)

11 10. Through a contested but productive mediation, Plaintiff and Defendant Hinton
12 Transportation Investments, Inc. (“Defendant”) (collectively, the “Parties”) entered into a Class
13 Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”), resolving the
14 wage and hour claims asserted on behalf of the Settlement Class. A true and correct copy of the
15 Settlement Agreement is attached as **Exhibit “A”** to the accompanying Declaration of Mehrdad
16 Bokhour.

17 11. The Settlement Agreement provides for a full and final release of claims asserted in
18 this Action in exchange for Defendant’s agreement to pay a non-reversionary Gross Settlement
19 Amount of \$350,000. The Settlement is structured on a non-claims-made basis, meaning that each
20 Settlement Class Member who does not opt out will automatically receive their share of the Net
21 Settlement Amount without the need to submit a claim form or take any affirmative action.

22 12. Plaintiff seeks to represent a Class of all individuals who currently or formerly worked
23 for Defendant as non-exempt, hourly employees in the State of California at any time during the
24 period November 6, 2020 through July 6, 2025, except as set forth in the Escalator Provision defined
25 below (the “Class”). Likewise, the PAGA Members include all individuals who currently or formerly
26 worked for Defendant as non-exempt, hourly employees in the State of California at any time during
27 the period November 6, 2023 through July 6, 2025, except as set forth in the Escalator Provision
28 defined below (“PAGA Members”). Furthermore, “Class Member” or “Settlement Class Member”

1 means a member of the Class, as either a Participating Class Member or Non-Participating Class
2 Member (including a Non-Participating Class Member who qualifies as a PAGA Member).

3 13. Under the terms of the Settlement Agreement, Defendant will not oppose Class
4 Counsel's application for a reasonable award of attorney's fees not to exceed one-third of the
5 Settlement Amount (*i.e.*, the sum of One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars
6 and Sixty-Seven Cents, or \$116,666.67), Class Counsel's Litigation Expenses Payment not to exceed
7 \$20,000, Administrator Expenses Payment not to exceed \$5,000, Private Attorney General Act of
8 2004 ("PAGA") Penalties of \$10,000 (of which \$6,500 or 65% will be paid to the Labor Workforce
9 Development Agency (the "LWDA") and the remaining \$3,500 or 35% will be paid to the PAGA
10 Members), and a Class Representative Service Payment not to exceed \$10,000 to the named Plaintiff.

11 14. Defendant represented at the time of mediation that the Settlement Class consisted of
12 approximately 54 Class Members. Plaintiff alleges that, regardless of job title or position, all Class
13 Members were subject to the same wage and hour policies and practices. Accordingly, Individual
14 Class Payments will be distributed on a pro-rata basis, calculated according to the number of
15 Workweeks each Class Member worked during the Class Period. "Workweek" means any week
16 during which a Class Member worked for Defendant for at least one day during the Class Period.
17 Based on Class size represented at the time of mediation (54), the average payment is approximately
18 \$3,487.65, with the highest estimated potential individual payment of approximately \$12,737.72.
19 Class Members who worked more Workweeks will receive proportionally larger payments.

20 15. The Settlement is non-reversionary, and Settlement Class Members are not required
21 to submit claim forms to receive payment. Each Settlement Class Member will be mailed a Class
22 Notice containing information about their estimated Individual Class Payment, the opportunity to
23 dispute the number of Workweeks credited to them during the Class Period, and instructions on
24 how to submit a Request for Exclusion or an Objection to the Settlement. All Settlement Class
25 Members who do not timely submit a valid Request for Exclusion will automatically receive their
26 Individual Class Payment after the Court grants Final Approval. PAGA Members eligible for
27 payments under the PAGA portion of the Settlement may not opt out and will receive their share
28 of the PAGA Amount regardless of participation in the class settlement.

1 16. Because the Settlement is fair, reasonable, and the result of arm's-length negotiations
2 between experienced counsel with the assistance of an experienced mediator, following an
3 appropriate and thorough exchange of relevant information, data, and documents, it warrants
4 preliminary approval. Plaintiff respectfully requests that the Court enter an order: (1) preliminarily
5 approving the Settlement; (2) conditionally certifying the Settlement Class pursuant to California
6 Code of Civil Procedure § 382 for settlement purposes only; (3) approving the form and content of
7 the proposed Class Notice; (4) appointing Plaintiff's counsel as Class Counsel; (5) appointing CPT
8 Group, Inc. as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

9 17. As further detailed in the accompanying Declaration of Mehrdad Bokhour, given the
10 realistic value of Plaintiff's claims, the \$350,000 Settlement Amount is an excellent result for the
11 Class considering that it totals approximately 63% of Plaintiff's risk-adjusted case value. Preliminary
12 approval is appropriate since the Settlement will provide significant monetary relief to the Class.

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

22 19. The Settlement will result in a fair payment to each Settlement Class Member based
23 on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiff and
24 Class Counsel have diligently investigated the claims and defenses on behalf of the Settlement Class
25 Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding
26 further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with
27 further litigation described above and weighing them against the benefits of a known compromise
28 and settlement as set forth in the Settlement Agreement, settlement on the agreed to terms is believed

1 to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution
2 of the claims alleged.

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

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

17 22. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and
18 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

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

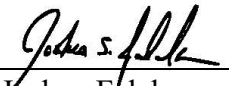
23 24. When this case was taken on a contingency fee basis, with our firms agreeing to
24 assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of
25 this litigation, we paid all costs including the filing fees, court costs, research/database fees, mediation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

27 25. It is our experience that attorneys' fee awards of one-third of a common fund
28 settlement are the standard in California. In this case, Plaintiff's counsel agreed to seek one-third of

1 the Settlement Amount for Attorneys' Fees. Defendant does not oppose this fee request. The fee is
2 further warranted because it is within the range of reasonableness typically awarded in class actions.
3 Our firm's Costs will not exceed \$20,000 and will be based on the actual amount incurred at the time
4 of final approval.

5 26. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
6 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
7 as well as preliminarily approve the requested Attorneys' Fees and Costs, the Administration Expenses
8 Payment, and the Class Representative Service Payment to the Class Representative.

9 I declare under penalty of perjury under the laws of California that the foregoing is true and
10 correct on this 5th day of August 2025, in Los Angeles, California.

11 By: 
12 Joshua Falakassa
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