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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ADRIANA CAMACHO and FATIMA G.
SANCHEZ, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

TWENTY4SEVEN HOTELS
CORPORATION, a California Corporation;
T4S MANAGEMENT CA LLC, a California
Limited Liability Company; DAVID WANI,
an Individual; and DOES 1 through 50,
Inclusive,

Defendants.

CASE NO.: 34-2020-00278596

Assigned to the Hon. Lauri A. Damrell - Dept. 22

**DECLARATION OF JOSHUA FALAKASSA
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Information:

Date: June 20, 2025

Time: 9:00 a.m.

Dept.: 22

I, Joshua Falakassa, declare as follows:

2. I submit this declaration in support of Plaintiffs' Motion for Approval of PAGA
 ment pursuant to the Private Attorneys General Act of 2004 ("Plaintiff's Motion").

3. I graduated with a Bachelor of Arts with a major in History and a minor in Public Administration from the University of California, Los Angeles (UCLA) in 2009. I graduated from the University of California, Berkeley School of Law (Boalt Hall) in 2013 wherein I focused my legal studies on labor and employment law and was awarded a *Prosser Prize* for my academic achievement. I have been a member, in good standing, of the State Bar of California since 2013.

5. I started my law firm in 2016 with a concentration in representation of plaintiffs to recover unpaid wages and vindicate wrongful termination in various contexts. During seven plus years of law practice, I have handled over 75 employee versus employer litigation suits. Over the last five years, my practice has almost entirely consisted of representing plaintiffs, the majority of which has included class action and representative action wage and hour suits.

6. In total, I have handled upwards of 80 class action and representative action

1 wage/hour cases and have been appointed by the court as class counsel and have received final
2 court approval and judgment in several of those actions to date. I was selected as a “Super Lawyer
3 Rising Star” in Employment Litigation during the years 2017-2024, a distinction that is reserved for
4 the top 2.5% of lawyers in the practice area.

5 7. My firm has the experience, resources, and means necessary to allow us to provide
6 adequate representation as Class Counsel to all aggrieved employees in this litigation. Currently,
7 my firm is acting as co-counsel in at least twenty wage-and-hour class actions. I am experienced
8 and qualified to evaluate the PAGA claims and viability of the defenses. I have extensive
9 experience in prosecuting employment litigation and have focused my practice primarily on cases
10 regarding wage and hour class actions and representative PAGA actions.

11 8. In addition to the present case, I have served as counsel in numerous wage-and-hour
12 class and PAGA representative actions. I have substantial experience litigating complex
13 employment matters and have devoted the majority of my practice to California wage-and-hour
14 class and PAGA actions on behalf of employees. My firm possesses the experience, resources,
15 and commitment necessary to provide effective and adequate representation as Plaintiff’s
16 Counsel. Currently, my firm serves as counsel in more than twenty-five wage-and-hour class
17 and/or PAGA actions and as co-counsel in at least twenty additional such matters. I am well-
18 versed in evaluating PAGA claims and assessing the viability of potential defenses.

19 9. Here, Plaintiffs’ operative claims are brought on behalf of individuals who worked in
20 an hourly, non-exempt position for Defendants in California between January 24, 2019, through
21 August 12, 2024 (the “Aggrieved Employees”)

22 10. First, Plaintiff alleged that Defendants failed to pay all minimum and overtime wages
23 sick time wages due to either rounding, off-the-clock work, and/or violations of the regular rate of
24 pay requirements. Plaintiff also alleged that Aggrieved Employees were denied compliant meal and
25 rest periods, as a result of Defendants’ policies, practices, and the nature of the work

26 11. Finally, Plaintiff alleged that Defendants failed to pay timely wages at separation, and
27 issued inaccurate itemized wage statements or otherwise failed to maintain records, thereby
28 incurring civil penalties under PAGA.

1 12. Following informal discovery and a robust exchange of data and documents, the
2 Parties participated in private mediation before Tripper Ortman, Esq., an experienced wage and
3 hour mediator. However, the Parties were not able to reach a settlement at mediation because
4 Defendants claimed financial hardship. Thereafter, Defendants agreed to produce certain financial
5 documents to a CPA retained by Plaintiffs to determine the maximum amount they could pay
6 without impacting their business. After several back and forth, with the assistance of the mediator,
7 the Parties agreed to resolve the Action.

8 13. Defendants do business by providing, amongst other things, hotel industry
9 management, investment and development service, with Defendant David Wani at all relevant
10 times being the CEO of his co-Defendants.

11 14. Plaintiffs Camacho and Sanchez, along with the other Aggrieved Employees, were
12 employed in a non-exempt position (Ms. Camacho a Banquet Server, Ms. Sanchez a
13 Waitress/Bartender) at Defendants' hotel facilities in California during the relevant PAGA period.
14 Plaintiffs, along with the other Aggrieved Employees, were employed in a non-exempt position at
15 Defendants' hotels in California during the relevant PAGA period. These employees were
16 responsible for providing services to Defendants' hotel and management company.

17 15. On May 13, 2020, and again on June 9, 2020, Plaintiffs respectively submitted a
18 Private Attorney General Act ("PAGA") notice to the Labor Workforce Development Agency
19 ("LWDA") on behalf of themselves and all aggrieved non-exempt employees of Defendants in
20 California. Plaintiffs' PAGA notice alleged violations of the following Labor Code sections: 200-
21 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197 and 2699, *et seq.* The LWDA did not intervene,
22 thereby authorizing Plaintiffs to proceed with this enforcement action on behalf of the State.

23 16. On May 13, 2020, and June 10, 2020, Plaintiffs each filed separate class action
24 lawsuits in Sacramento and Los Angeles County Superior Court. On January 30, 2023, Plaintiffs
25 filed a First Amended Complaint, consolidating the two actions in Sacramento Superior Court (the
26 "Action"). The Action alleges that Defendants failed to pay overtime wages, failure to pay
27 minimum wages, failed to provide meal periods, failed to provide rest periods, provided inaccurate
28 wage statements, failed to timely pay wages upon termination, unfair competition, and civil

1 penalties under PAGA Attached hereto as **Exhibit A** is a true and correct copy of Plaintiffs' letters
2 to the LWDA.

3 17. After several attempts of scheduling mediations with various mediators and meeting
4 and conferring on discovery, counsel for Camacho filed several motions to compel discovery
5 responses and documents on or about October 31, 2022, which subsequently led to Defendants
6 filing their motion to compel arbitration on or about November 17, 2022. These hearings were
7 continued multiple times.

8 18. Indeed, Defendants subsequently presented an arbitration agreement purportedly
9 binding the parties and moved to compel the matter to arbitration in accordance therewith and stay
10 pending discovery. Defendants' motion was granted as to Camacho on an individual and class
11 action basis only, but not a representative basis, while Defendants' motion was denied as to
12 Sanchez on both an individual and non-individual basis.

13 19. Thereafter, the Parties agreed to mediation. In advance of mediation, the Parties
14 engaged in an exchange of relevant information and documents. Defendants produced statistical
15 data, including records of Defendants employees, which consisted of wage statements, clock in and
16 clock out times, wages earned during the relevant pay periods, written policies and procedures on
17 meal breaks, rest breaks, and overtime compensation, the number of pay periods in the PAGA
18 Period, and the total number of aggrieved employees, which enabled Plaintiffs' counsel to conduct
19 a thorough analysis of liability exposure, identify representative violations, and formulate a
20 damages and penalties model.

21 20. As part of this informal discovery, Plaintiffs' counsel analyzed issues including but
22 not limited to minimum wage and overtime pay practices, meal and rest period violations, regular
23 rate miscalculations, wage statement violations, and late final payment penalties. Plaintiffs also
24 reviewed applicable policies, practices, and pay data to evaluate the risks and potential recovery at
25 trial.

26 21. Following these efforts, the Parties participated in a full-day mediation on May 12,
27 2024, before Tripper Ortman, Esq., a respected and experienced mediator of complex wage and
28 hour class and PAGA actions. However, the Parties were not able to reach a settlement at mediation

1 because Defendants claimed financial hardship. Thereafter, Defendants agreed to produce certain
2 financial documents to a CPA retained by Plaintiffs to determine the maximum amount they could
3 pay without impacting their business. After several back and forth, with the assistance of the
4 mediator, the Parties agreed to resolve the Action. (Settlement Agreement, Recitals ¶ 2.4.)

5 22. The Parties thereafter memorialized the material terms in a formal Private Attorneys
6 General Act Settlement Agreement, which is now presented to the Court for review and approval.
7 (See Ex. B.)

8 23. In advance of mediation, the Parties engaged in an informal exchange of relevant
9 information and documents. Defendants produced policy documents and a sampling of time and
10 payroll records, which enabled Plaintiffs' counsel to conduct a thorough analysis of liability
11 exposure, identify representative violations, and formulate a damages and penalties model. As part
12 of this informal discovery, Plaintiffs' counsel analyzed issues including but not limited to minimum
13 wage and overtime practices, meal and rest period violations, regular rate miscalculations, wage
14 statement violations, and late final payment penalties. Plaintiffs also reviewed applicable policies,
15 practices, and pay data to evaluate the risks and potential recovery at trial.

16 24. Following these efforts, the Parties participated in a full-day mediation before Tripper
17 Ortman, Esq., a respected and experienced mediator of complex wage and hour class and PAGA
18 actions. With Mr. Ortman's assistance, the Parties reached a negotiated resolution of the claims
19 asserted in this action.

20 25. Attached hereto as **Exhibit B** is a true and correct copy of the fully executed PAGA
21 Settlement Agreement.

22 26. Based upon my experience and after factoring in the risks explained below, I believe
23 that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I
24 believe that the PAGA Settlement Agreement (the "Settlement Agreement" and/or the
25 "Settlement") should be approved.

26 27. This experience helps assess the reasonableness of settlements such as the one at
27 issue here. Based on my years of experience representing plaintiffs in wage and hour cases,
28 including PAGA representative and class actions, the Settlement herein is fair, adequate, and

1 reasonable under the facts and law applicable to this case.

2 **SETTLEMENT CONSIDERATIONS**

3 28. I have performed substantial work and diligently investigated and prosecuted this
4 case to a successful conclusion. I believe this Settlement to be fair, reasonable, and adequate.

5 29. In evaluating the fairness and reasonableness of this proposed Settlement, my co-
6 counsel and I had to consider both the potential maximum and Defendants' various defenses. This
7 is significant because in a PAGA action, the Court has the same discretion "to assess a civil
8 penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser
9 amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and
10 circumstances of the particular case, to do otherwise would result in an award that is unjust,
11 arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2). Defendants further assert that
12 any violations were unintentional, isolated, or de minimis and that any penalties should be mitigated
13 due to the absence of "willfulness" or based on their good-faith compliance efforts. They also argue
14 that stacking penalties for multiple derivative violations (e.g., wage statements and final pay) would
15 be improper and excessive. Finally, Defendants provided evidence of financial inability to afford a
16 larger six figure or seven figure settlement. In the end, Defendants urged that the trial court would
17 exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable
18 for any of Plaintiffs' claims. As a result, Plaintiffs' Counsel made appropriate discounts for the
19 associated risks.

20 30. The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
<i>Gross Settlement Amount</i>	\$380,000
PAGA Counsel Fees Payment	\$133,000
PAGA Counsel Litigation Expenses Payment	\$50,000
Administration Expenses Payment	\$10,000
Plaintiffs' Service Awards (\$10k each)	\$20,000
<i>PAGA Fund</i>	\$167,000
75% to the LWDA	\$125,250
25% to Aggrieved Employees	\$41,750

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1 31. As such, the LWDA will receive approximately \$125,250 (75 percent of the PAGA
2 Fund) and the Aggrieved Employees will collectively receive approximately \$41,750 (25 percent of
3 the PAGA Fund), which will be paid on a pro-rata basis according to the number of pay periods
4 worked during the PAGA Period. The average payment to the Aggrieved Employees is
5 approximately \$25.90.

6 32. Plaintiffs estimate that Defendants' maximum potential penalty exposure was
7 approximately \$6,135,200, based on approximately 61,352 PAGA Pay Periods and the statutory
8 \$100 per-pay-period penalty for a first violation.

9 **THE ATTORNEYS' FEES AND LITIGATION COSTS REQUESTED**

10 33. Moreover, as part of the Settlement, the Parties have agreed that Plaintiffs will
11 request a PAGA Counsel Fees Payment in an amount not to exceed 35% of the Gross settlement
12 amount. Here, Plaintiff's Counsel is seeking 35% of the Gross Settlement Amount, thus \$133,000,
13 subject to court approval, plus actual litigation costs for my firm at \$5,650.00 (\$5,000 for mediation
14 fees, \$475 for court filing fees, and \$175 for service costs).

15 34. This request is fair, reasonable, and adequate to compensate Plaintiffs' Counsel for
16 the substantial work they have put into this case and the risk they assumed by taking it in the first
17 place. Additionally, it is consistent with the contingency-fee agreement entered into by the named
18 Plaintiff. The attorneys' fees award is intended to reimburse Plaintiffs' Counsel for all
19 uncompensated work that they have already done and for all the work they will continue to do in
20 carrying out and overseeing the administration of the Settlement, communicating with Aggrieved
21 Employees regarding their Individual PAGA Payment checks, and communicating with the
22 Settlement Administrator regarding the administration of the Settlement, if it is approved.

23 35. My firm took this case on a contingent-fee basis against a business represented by a
24 reputable defense firm. When we take contingent cases, we must pay careful attention to the
25 economics involved, or one bad case can destroy years of work. Accordingly, when we take
26 contingent cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal
27 hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the
28 number of hours a day is limited. Because of this, when we take on one particular matter, we are

1 unable to take on other matters. When my firm became involved in this case, we realized the time
2 commitment that it would entail, and we were forced to turn down matters that we otherwise should
3 have been able to handle.

4 36. The requested attorneys' fees are reasonable for the services provided to the LWDA
5 and the Aggrieved Employees and for the benefits they are to receive.

6 37. Moreover, the case involved significant risks of non-payment of attorneys' fees and
7 non-recovery of litigation costs if the Settlement was not granted approval, or if Plaintiffs did not
8 prevail. California courts consider the risks counsel takes in litigating a case where they may not
9 prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.*
10 (2004) 34 Cal.4th 553, 583.

11 38. The actual aggregated lodestar between the attorneys who worked on this case is
12 \$162,087.50. This results in a negative multiplier, demonstrating that the requested fee is justified,
13 reasonable, and appropriate. The total lodestar is summarized in the following table:

Lodestar Summary

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Arash Khosrowshahi	11 years	\$700	53	\$37,100
Joshua Falakassa	11 years	\$675	62.5	\$42,187.50
Michael Nourmand	27 years	\$900	74	\$66,600
James Desario	16 Years	\$600	27	\$16,200
TOTAL				\$162,087.50

21 39. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff
22 signed a fee split agreement that provides fees will be allocated between Class Counsel as follows:
23 thirty percent (30%) to the Liberty Man Law, P.C., thirty (30%) to Falakassa Law, P.C., and forty
24 percent (40%) to The Nourmand Law Group. P.C.

25 40. Based on my years of experience representing plaintiffs in wage and hour matters—
26 including both PAGA representative actions and class actions—I believe the Parties' proposed
27 settlement is fair, adequate, and reasonable in light of the applicable facts and law.

28 41. Pursuant to Labor Code § 2699(l)(2), the proposed settlement has been submitted to

1 the Labor and Workforce Development Agency. A true and correct copy of the confirmation of this
2 submission is attached hereto as **Exhibit "C"**.

3 I declare under the penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct.

5 Executed this 27th day of May 2025, at Los Angeles, California.

DocuSigned by:

Joshua S. Falakassa

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Joshua Falakassa

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EXHIBIT "A"

TRUE AND CORRECT COPY OF

LWDA LETTER

[SEE ATTACHED]

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EXHIBIT “B”

TRUE AND CORRECT COPY OF
PAGA SETTLEMENT AGREEMENT

[SEE ATTACHED]

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EXHIBIT "C"

TRUE AND CORRECT COPY OF
SUBMISSION CONFIRMATION
TO LWDA
RE: PROPOSED SETTLEMENT

[SEE ATTACHED]