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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JUAN RODRIGUEZ, on behalf of the State of California, as a private attorney general, Plaintiff, v. RICHARD BARTON ENTERPRISES, a California Corporation; and DOES 1-50, inclusive. Defendants.	CASE NO.: 22STCV33925 *Assigned to the Hon. Dean J. Kitchens* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** **<u>Hearing Information:</u>** Date: August 20, 2026 Time: 8:30 a.m. Dept.: 400 Reservation No. 244189089078

<u>**DECLARATION OF JOSHUA FALAKASSA**</u>

I, Joshua Falakassa, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would competently testify thereto. I am the principal of Falakassa law, P.C., co-counsel of record for named Plaintiff Juan Rodriguez ("Plaintiff").

2. Along with co-counsel The Bokhour Law Group, P.C., my firm represents Plaintiff in his individual capacity, on behalf of the State of California as a private attorney general, and on behalf of other similarly situated aggrieved employees in this action against Richard Barton Enterprises ("Defendant")

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

4. I graduated with a Bachelor of Arts with a major in History and a minor in Public Affairs from the University of California, Los Angeles ("UCLA") in 2009. I graduated from the University of California, Berkeley School of Law ("Berkeley Law") 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 am admitted to practice before all California state courts, and the United States District Court for the Central and Eastern Districts and have litigated class action and Private Attorney General Act ("PAGA") representative action cases in various superior courts in California.

6. I started my law firm in 2016 with a concentration in representation of plaintiff-employees to recover unpaid wages and vindicate wrongful termination in various contexts. During my seven plus years of law practice, I have handled over 75 employee versus employer litigation matters. Over the last 10 years, my practice has almost entirely consisted of representing plaintiff-employees, the majority of which has included class action and representative action wage and hour matters.

7. In total, I have handled upwards of 100 class action and representative action wage/hour cases and have been appointed by the court as class counsel and have received final

court approval and judgment in several of those actions to date. I was selected as a "Super Lawyer Rising Star" in Employment Litigation during the years 2017-2025, a distinction that is reserved for the top 2.5% of lawyers in the practice area.

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

9. In sum, Plaintiff's Counsel are experienced representative and class action litigators, and have previously achieved significant PAGA and class action awards. This experience and expertise, combined with the high quality of work performed in this case by Plaintiff's Counsel, resulted in the Settlement achieved.

10. Prior to engaging in settlement negotiations, the Parties conducted a meaningful exchange of information and informal discovery sufficient to enable each side to intelligently evaluate the strengths and weaknesses of the claims and defenses at issue. This process included Defendant's production of its relevant workplace policies, payroll and timekeeping data, employee workweek information, and other employment records for the Aggrieved Employees. Based upon this information, Plaintiff's Counsel conducted a comprehensive liability and damages analysis, including an evaluation of Defendant's potential exposure under PAGA.

11. The informal discovery process afforded Plaintiff's Counsel a thorough understanding of the factual and legal issues presented in this case. Specifically, Plaintiff's Counsel analyzed Defendant's payroll practices, timekeeping data, compensation records, and written policies to assess alleged violations involving, among other things, the calculation of employees' regular rate of pay, meal and rest period compliance, unreimbursed business expenses, wage statement compliance, timely payment of wages, and the resulting statutory penalties. Plaintiff's Counsel also prepared detailed damages and penalty models and carefully evaluated Defendant's anticipated defenses, the evidentiary record, and the risks associated with continued litigation. As a

result, Plaintiff entered settlement negotiations with a well-developed understanding of the merits of the claims and the potential value of the case.

12. After completing this investigation and analysis, the Parties participated in a full-day private mediation on February 25, 2026, before Tagore Subramaniam, Esq., an experienced and highly respected mediator with extensive expertise resolving complex wage-and-hour class and representative actions. The mediation was conducted at arm's length, with both sides represented by experienced counsel. Following extensive negotiations facilitated by Mr. Subramaniam, the Parties successfully reached a negotiated resolution of this Action. In my opinion, the Settlement was the product of informed, good-faith, and non-collusive negotiations following an adequate investigation of the facts and applicable law.

13. Based upon my investigation of the claims, my review of the evidence produced by Defendant, my evaluation of Defendant's legal and factual defenses, and my experience litigating complex wage-and-hour class and representative actions throughout California, I believe the proposed Settlement represents a fair, reasonable, and adequate resolution of this dispute. The Settlement provides a meaningful recovery for the Aggrieved Employees while avoiding the significant risks, delays, uncertainty, and expense associated with continued litigation. Accordingly, I respectfully believe the Court should approve the Settlement as fair and consistent with the purposes underlying the Private Attorneys General Act ("PAGA").

14. My opinion is informed by years of experience prosecuting wage-and-hour class actions and PAGA representative actions on behalf of California employees. Throughout my practice, I have litigated numerous complex employment matters involving many of the same legal issues presented here. That experience enables me to evaluate both the strengths and weaknesses of the claims asserted, the risks associated with continued litigation, and the reasonableness of settlements reached after informed negotiations. Based upon that experience, I believe this Settlement falls well within the range of reasonableness and serves the best interests of both the State of California and the Aggrieved Employees.

15. My firm devoted substantial time, effort, and resources to investigating, prosecuting, and ultimately resolving this matter. We conducted a comprehensive investigation into the

underlying facts, analyzed Defendant's records, evaluated the applicable law, assessed Defendant's potential liability and available defenses, and participated in extensive settlement negotiations culminating in a successful mediation. Having thoroughly evaluated the strengths and weaknesses of the case, I firmly believe that the Settlement represents an excellent result under the circumstances and is fair, reasonable, and adequate.

16. In determining whether the proposed Settlement was fair and reasonable, Plaintiff's Counsel carefully weighed the maximum potential recovery against the substantial legal and factual risks inherent in continued litigation. As with every PAGA action, Plaintiff faced significant uncertainty regarding liability, the ability to establish widespread violations, and the amount of civil penalties that ultimately could be recovered. Importantly, even if Plaintiff prevailed on every alleged violation, Labor Code section 2699(e)(2) expressly grants trial courts broad discretion to reduce PAGA penalties whenever the maximum statutory penalties would be “unjust, arbitrary and oppressive, or confiscatory.” Thus, any theoretical maximum recovery was subject to substantial judicial discretion, creating a significant litigation risk that necessarily informed the Parties' settlement negotiations. The Settlement appropriately balances those risks against the certainty of an immediate and meaningful recovery for the Aggrieved Employees and the State.

17. As part of the Settlement, the Parties agreed that Plaintiff would seek an award of attorneys' fees not to exceed one-third (33.33%) of the Gross Settlement Amount, subject to Court approval. Plaintiff's Counsel therefore seeks an award of $133,333.33, together with reimbursement of actual litigation costs in the amount of $22,180.38. Defendant does not oppose this request as part of the negotiated Settlement.

18. The requested attorneys' fee is fair, reasonable, and fully justified in light of the substantial work performed by Plaintiff's Counsel, the significant risks assumed in accepting the representation on a purely contingent basis, and the favorable result achieved for the Aggrieved Employees. The requested fee is also consistent with the contingency fee agreement executed by Plaintiff and reflects the prevailing market rate routinely approved by California courts in wage-and-hour representative actions. Moreover, the requested fee compensates Plaintiff's Counsel not only for the substantial work already performed in investigating, litigating, and resolving this

Action, but also for the significant post-approval work that will be required to oversee implementation of the Settlement, respond to inquiries from Aggrieved Employees, coordinate with the Settlement Administrator, resolve any administration issues that arise, and ensure the Settlement is fully and properly implemented.

19. My firm accepted this matter on a purely contingent-fee basis against a sophisticated employer represented by experienced defense counsel, with no guarantee of recovering either attorneys' fees or the substantial litigation costs advanced throughout the case. By undertaking this representation, my firm assumed the substantial financial risk that, if Plaintiff did not prevail or the Settlement was not approved, we would receive no compensation whatsoever for the hundreds of hours devoted to this litigation and would absorb all litigation expenses advanced on behalf of Plaintiff. Additionally, because attorney time and firm resources are necessarily finite, our commitment to prosecuting this matter required us to decline other potentially compensable engagements in order to devote the time and attention necessary to effectively represent Plaintiff and the Aggrieved Employees. The requested fee appropriately reflects those substantial risks and opportunity costs inherent in contingent-fee litigation.

20. In my opinion, the requested attorneys' fees are reasonable in light of the results obtained, the complexity of the issues presented, the contingent nature of the representation, the quality of the work performed, and the substantial benefit conferred upon both the Aggrieved Employees and the State of California through the resolution of this representative enforcement action.

21. Finally, the requested fee appropriately accounts for the significant risk of nonpayment assumed by Plaintiff's Counsel throughout the litigation. Had Plaintiff not prevailed, or had the Settlement ultimately not received Court approval, Plaintiff's Counsel faced the very real possibility of recovering neither attorneys' fees nor the substantial litigation costs advanced in prosecuting this matter. California courts have long recognized that contingency risk is a critical factor supporting reasonable fee awards because counsel who undertake such representations must be adequately compensated for assuming the possibility that they may recover nothing despite substantial investments of time and resources. (See *Graham v. DaimlerChrysler Corp.* (2004) 34

Cal.4th 553, 583.) The requested fee fairly compensates Plaintiff's Counsel for undertaking those risks while achieving an excellent result for the Aggrieved Employees.

22. The actual aggregated lodestar between the attorneys who worked on this case is $64,275. This results in a negative multiplier, demonstrating that the requested fee is justified, reasonable, and appropriate. The total lodestar is summarized in the following table:

<u>Lodestar Summary</u>

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	$750	105[1]	$78,750
Joshua Falakassa	12 years	$725	97[2]	$70,325
		TOTAL		$149,075

23. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff signed a fee split agreement that provides fees will be allocated between Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to Falakassa Law, P.C.

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

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

Executed this 1st day of July 2026, at Los Angeles, California.

Joshua Falakassa

[1] Includes an estimated 25 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.

[2] Includes an estimated 10 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.