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Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

ALEXIS BOBBITT and LUCIA LOPEZ, on
behalf of themselves, the State of California,
and on behalf of similarly aggrieved
employees,

Plaintiffs,

v.

AURORA VISTA DEL MAR, LLC, a
California Limited Liability Company; and
DOES 1-50, inclusive.

Defendant.

CASE NO.: 56-2022-00563179-CU-OE-VTA

[Consolidated with Case No. 56-2023-
00574248-CU-OE-VTA]

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

Hearing Information:

Date: January 21, 2026

Time: 8:30 a.m.

Dept.: J4

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1 vs. employer litigation matters, including more than 40 class action wage/hour and PAGA cases. Over
2 the last few years, my practice has almost entirely consisted of representing employees, the majority
3 of which has included class action and representative action wage and hour matters. In total, I have
4 handled upwards of 90 class action and representative action wage/hour cases.

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

9 8. In addition to the present case, I have served as counsel in numerous wage-and-hour
10 class and PAGA representative actions. I have substantial experience litigating complex
11 employment matters and have devoted the majority of my practice to California wage-and-hour
12 class and PAGA actions on behalf of employees.

13 9. My firm possesses the experience, resources, and commitment necessary to provide
14 effective and adequate representation as PAGA Counsel. Currently, my firm serves as counsel in
15 more than twenty-five wage-and-hour class and/or PAGA actions and as co-counsel in at least
16 twenty additional such matters. I am well-versed in evaluating PAGA claims and assessing the
17 viability of potential defenses.

18 10. In advance of mediation, the Parties engaged in an informal exchange of relevant
19 information and documents. Defendant produced policy documents and a sampling of time and
20 payroll records, which enabled PAGA Counsel to conduct a thorough analysis of liability exposure,
21 identify representative violations, and formulate damages and penalties model. As part of this
22 informal discovery, PAGA Counsel analyzed issues including, but not limited to, meal and rest period
23 violations, regular rate miscalculations, expense reimbursements, wage statement violations, and late
24 payment penalties. Plaintiffs also reviewed applicable policies, practices, and pay data to evaluate the
25 risks and potential recovery at trial. Defendant provided a 20% sampling of data and information
26 regarding 400 Aggrieved Employees during the relevant time period.

27 11. Following these efforts, the Parties participated in a full-day mediation on May 2, 2025,
28 before David Phillips, Esq., a respected and experienced mediator of complex wage and hour class

1 and PAGA actions. With the mediator's assistance, the Parties reached a negotiated resolution of the
2 claims asserted in this action. The Parties thereafter memorialized the material terms in a formal
3 Private Attorneys General Act Settlement Agreement, which is now presented to the Court for review
4 and approval.

5 12. Based upon my experience and after factoring in the risks explained below, I believe
6 that the proposed Settlement is fair and reasonable. As such and for the reasons set forth below, I
7 believe that the Settlement should be approved.

8 13. This experience helps assess the reasonableness of settlements such as the one at issue
9 here. Based on my years of experience representing plaintiffs in wage and hour cases, including
10 PAGA representative and class actions, the Settlement herein is fair, adequate, and reasonable under
11 the facts and law applicable to this case.

12 14. I have performed substantial work and diligently investigated and prosecuted this case
13 to a successful conclusion. I believe this Settlement to be fair, reasonable, and adequate.

14 15. In evaluating the fairness and reasonableness of this proposed Settlement, my co-
15 counsels and I had to consider both the potential maximum and Defendant's various defenses. This
16 is significant because in a PAGA action, the Court has the same discretion "to assess a civil penalty"
17 that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount
18 than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances
19 of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
20 or confiscatory." Lab. Code § 2699(e)(2).

21 16. The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
<i>Gross Settlement Amount</i>	\$180,000.00
PAGA Counsel Fees Payment	\$60,000.00
PAGA Counsel Litigation Expenses Payment	\$20,251.73
Administration Expenses Payment	\$4,350.00
Plaintiffs' Service Awards (\$10k each)	\$20,000.00
<i>PAGA Penalties</i>	\$75,398.27
75% to the LWDA	\$56,548.70
25% to Aggrieved Employees	\$18,849.56

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2 17. As part of the Settlement, the Parties have agreed that Plaintiffs will request a PAGA
3 Counsel Fees Payment in an amount not to exceed one-third of the Gross settlement amount. Here,
4 PAGA Counsel is seeking one-third (33.33%) of the Gross Settlement Amount, thus \$60,000, subject
5 to court approval, plus actual litigation costs.

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

14 19. My firm took this case on a contingent-fee basis against a business represented by a
15 reputable defense firm. When we take on contingent cases, we must pay careful attention to the
16 economics involved, as one bad case can undo years of work. Accordingly, when we take on
17 contingent cases, we anticipate that, if successful, we will receive a fee that exceeds our normal hourly
18 rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of
19 hours a day is limited. Because of this, when we take on one particular matter, we are unable to take
20 on other matters. When my firm became involved in this case, we realized the time commitment that
21 it would entail, and we were forced to turn down matters that we otherwise should have been able to
22 handle.

23 20. The requested attorneys' fees are reasonable for the services provided to the LWDA
24 and the Aggrieved Employees and for the benefits they are to receive.

25 21. Moreover, the case involved significant risks of non-payment of attorneys' fees and
26 non-recovery of litigation costs if the Settlement was not granted approval, or if Plaintiffs did not
27 prevail. California courts consider the risks counsel takes in litigating a case where they may not
28 prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.*

(2004) 34 Cal.4th 553, 583.

22. The actual aggregated lodestar between the attorneys who worked on this case is \$126,940. 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:

Lodestar Summary

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	\$700	43.0 ¹	\$30,100.00
Joshua Falakassa	12 years	\$675	40.5 ²	\$27,337.50
James Hawkins	28 years	\$1,050	15.2	\$15,960.00
Christina Lucio	18 years	\$775	23.7	\$18,367.50
Mitchell Murray	13 years	\$750	25.3	\$18,975.00
Paul Brown	3 years	\$500	32.4	\$16,200.00
TOTAL				\$126,940.00

23. Below is PAGA Counsel's task-based summary with hours spent on each task:

24. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs signed a fee split agreement that provides fees will be allocated between PAGA Counsel as follows: 42.50% to the Bokhour Law Group, P.C., 42.5% to Falakassa Law, P.C., and 15% to James Hawkins, APLC.

25. Based on my 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 11th day of November 2025, at Los Angeles, California.


Joshua Falakassa

¹ Includes an estimated 5 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.

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