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Attorneys for Plaintiffs and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VANESSA R. TORRES, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

EMPOWER SOLAR, INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CVRI2201894

Assigned to the Hon. Harold W. Hopp

**DECLARATION OF JOSHUA
FALAKASSA IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

HEARING INFO

Date: October 22, 2026

Time: 8:30 a.m.

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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., co-counsel with The Bokhour Law Group, P.C., as attorney of record for Plaintiffs Vanessa R. Torres and Francisco Moreno (“Plaintiffs”) and the Settlement Class.

3. I have been a member, in good standing, of the State Bar of California since 2013. I am admitted to practice before all California state courts, and the United States District Court for the Northern, Central District and Eastern District and have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts across California.

5. 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.

6. Thereafter, as principal of Falakassa Law, P.C., I have handled more than 100 employee vs. employer litigation matters, including more than 80 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

1 hour matters. In total, I have handled upwards of 80 class action and representative action
2 wage/hour cases.

3 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
4 the years 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
5 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50
6 wage and hour class and/or PAGA action settlements in California in 2021-2025.

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

12 9. I am an experienced employment litigator who has devoted a substantial portion
13 of my practice to representing employees in complex wage-and-hour class actions and
14 representative actions under the Private Attorneys General Act (“PAGA”). Based upon my
15 experience litigating similar matters, my familiarity with the facts and legal issues presented in
16 this case, and my evaluation of the strengths and risks associated with the claims and defenses,
17 I firmly believe that the proposed Settlement is fair, reasonable, adequate, and in the best
18 interests of the Settlement Class.

19 10. In my professional judgment, the recovery obtained for Settlement Class
20 Members falls well within the range of reasonableness for a wage-and-hour class action of this
21 nature. The Settlement provides meaningful and immediate monetary relief to Class Members
22 while eliminating the substantial risks, delays, and uncertainties inherent in continued litigation.
23 Had this matter proceeded through class certification, additional discovery, dispositive motions,
24 trial, and potential appeals, there was no guarantee that the Settlement Class would have
25 obtained a better result. The Settlement therefore represents a favorable compromise that
26 provides a certain recovery now rather than requiring Class Members to endure years of
27 additional litigation with an uncertain outcome.

1 11. The reaction of the Settlement Class further confirms the fairness and adequacy
2 of the Settlement. Following dissemination of Court-approved notice, no Settlement Class
3 Member objected to the Settlement, the requested attorneys' fees, the requested service awards,
4 or any other aspect of the Settlement. The absence of objections and the overwhelmingly
5 positive response from Class Members strongly support a finding that the Settlement is fair,
6 reasonable, and adequate.

7 12. In reaching this resolution, Class Counsel conducted a thorough investigation of
8 the claims and defenses, reviewed and analyzed relevant payroll and employment data,
9 evaluated the applicable law, assessed potential damages, and engaged in extensive settlement
10 negotiations. The Settlement was reached only after arm's-length negotiations between
11 experienced counsel and with the assistance of an experienced mediator. At all times, the
12 interests of the Settlement Class remained the primary consideration in evaluating and
13 negotiating the proposed resolution.

14 13. Based on my experience and involvement in this matter, I believe the Settlement
15 provides an excellent result for the Settlement Class and represents a fair compromise of
16 vigorously disputed claims. Considering the risks of continued litigation, the amount recovered,
17 the favorable reaction of the Settlement Class, and the absence of objections, I respectfully
18 submit that final approval of the Settlement is warranted.

19 14. I further believe that Class Counsel's request for attorneys' fees is fair and
20 reasonable. The requested fee award was negotiated as part of a common-fund settlement and
21 is consistent with fee awards routinely approved in California wage-and-hour class actions.
22 Class Counsel prosecuted this matter entirely on a contingent basis, advancing significant
23 attorney time and resources with no guarantee of recovery. Throughout the litigation, Class
24 Counsel assumed the substantial risk that they would recover nothing in the event of an adverse
25 ruling, denial of class certification, unfavorable trial outcome, or successful appeal.

26 15. Class Counsel request attorneys' fees of \$200,000, equal to one-third of the
27 \$600,000 Gross Settlement Amount. California courts may calculate reasonable common fund
28 fees using the percentage method. The requested award is reasonable in light of the work

performed, the results obtained, the contingent representation, and the lodestar cross-check below; it is less than the combined lodestar for work performed and reasonably anticipated through settlement administration.

16. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. The prospect of the enormous costs inherent in class-action litigation and a long battle with the corporate Defendant existed. That prospect has become a reality in trial courts and the Court of Appeal in other wage-and-hour class actions. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of \$200,000.

17. Class Counsel have incurred and reasonably anticipate incurring a combined total of approximately 316 hours in prosecuting this Action through completion of settlement administration. I have incurred or reasonably anticipate incurring 160.5 hours at my customary hourly rate of \$750. My co-counsel Mehrdad Bokhour has incurred or reasonably anticipates incurring 155.5 hours at his customary hourly rate of \$750. These rates are the reasonable and usual rates charged for our services and are consistent with prevailing market rates for attorneys of comparable experience handling complex wage-and-hour class and PAGA litigation.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	14 years	\$750	155.5	\$116,625
Joshua Falakassa	13 years	\$750	160.5	\$120,375
Total Lodestar				\$237,000

18. The ultimate result was far from certain. When the firm took on this case on a contingency fee basis, it agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

19. In my experience, California courts have approved one-third common fund fees when justified by the circumstances of the case. Here, Class Counsel request \$200,000, or one-

1 third of the Gross Settlement Amount, subject to the Court's independent review of
2 reasonableness.

3 20. The fee is warranted because of the results achieved for the Settlement Class
4 Members, both in terms of the immediate cash settlement and the fact that the Settlement Class
5 Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

6 21. As set forth at the time of preliminary approval, Class Counsel's investigation into
7 the facts and merits of the wage and hour claims alleged included analyzing substantial amounts
8 of information, correspondence, documents, timekeeping and pay data, policies and procedures,
9 and evidence relating to the class size and the commonality of the claims. During this process,
10 Plaintiffs and Class Counsel investigated the potential claims of similarly situated employees and
11 researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information
12 provided by Defendant as to the total Settlement Class Members, the number of current and
13 former employees, and the number of employees who worked during various time periods and
14 prepared comprehensive damages calculations regarding the wage and hour claims at issue.

15 22. In light of the uncertainties of protracted litigation, this negotiated Settlement
16 reflects the best practicable recovery for the Settlement Class. While the total Settlement amount
17 is, of course, a compromise figure, both parties weighed the potential risks and opportunities,
18 resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery
19 and information exchanges and factoring in claim certification and liability probabilities, Class
20 Counsel formulated detailed damages models to evaluate the claims in preparation for mediation
21 and reach a realistic and reasonable resolution. Of course, Defendant denies that any damages
22 should be assessed and denies all of the value assessed by Plaintiffs.

23 23. Moreover, as further detailed in Plaintiffs' Motion for Preliminary Approval of
24 Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on
25 several grounds.

26 24. The Settlement should be approved, and judgment entered based on the
27 determination that the Settlement is fair, reasonable, adequate, and in the best interests of the
28 Settlement Class.

25. The fee-sharing agreement provides that any fees awarded will be allocated fifty percent (50%) to Bokhour Law Group, P.C. and fifty percent (50%) to Falakassa Law, P.C., subject to compliance with California Rule of Professional Conduct 1.5.1.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 30th day of September 2026, at Los Angeles, California.


Joshua Falakassa