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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 Hon. Harold W. Hopp

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

Hearing Information:

Date: February 2, 2026

Time: 8:30 a.m.

Dept.: 1

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1 7. Thereafter, as principal of Falakassa Law, P.C., I have handled over 100
2 employee vs. employer litigation matters, including more than 80 class action wage/hour and
3 PAGA cases. Over the last few years, my practice has almost entirely consisted of representing
4 employees, the majority of which has included class action and representative action wage and
5 hour matters. In total, I have handled upwards of 80 class action and representative action
6 wage/hour cases.

7 8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation
8 during the years 2017 thru 2025 a distinction that is reserved for the top 2.5 % of lawyers in
9 the practice area. I was also recognized by TopVerdicts.com for obtaining several of the
10 highest wage and hour class and PAGA action settlements in the State of California.

11 9. As set forth above, I have handled upwards of 80 class and representative actions,
12 have been appointed as class counsel and have successfully litigated and resolved several class
13 actions, and many others remain pending.

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

16 11. Currently, my firm is acting as counsel in at least 50 wage-and-hour class and/or
17 PAGA actions.

18 12. Prior to reaching the Settlement, the Parties exchanged substantial information,
19 including payroll and timekeeping data, written policies, and other employment records, and
20 participated in multiple arm’s length mediations with experienced wage and hour mediators. The
21 Settlement was reached after continued negotiations informed by this discovery and the Parties’
22 assessment of the risks, costs, and uncertainties of continued litigation.

23 13. A true and correct copy of the Class Action and PAGA Settlement Agreement
24 (“Settlement” or “Settlement Agreement”) is attached hereto as Exhibit “A” to the
25 accompanying Declaration of Mehrdad Bokhour.

26 14. According to Defendant, there are approximately 882 class members and 819
27 aggrieved employees.

28 15. Although the parties engaged in significant formal and informal discovery in

1 advance of mediation, the parties still had significant discovery to complete in formal litigation
2 had the matter not settled. This would have required substantial time and resources from all
3 parties and would very likely have spanned several years. Plaintiffs faced numerous risks in
4 continued litigation, including and not limited to the risk of receiving no recovery if a class is
5 not certified and/or no liability is found, and the Court determining that adjudication on a
6 representative or class basis is unmanageable and not appropriate. Plaintiffs also faced the real
7 possibility that the amount recovered against Defendant after years of litigation and a lengthy
8 and costly trial would be less than the amount negotiated in this Settlement. This Settlement
9 avoids those risks and the accompanying expense.

10 16. As further detailed in the Declaration of Mehrdad Bokhour, the Settlement
11 amount reached in this case provides significant recovery to Participating Class Members and
12 easily falls within the range of reasonableness.

13 17. Class Counsel obtained a Gross Settlement Amount of \$600,000. Class Counsel
14 considers this to be an excellent settlement for Class Members, when taking into account all
15 issues and risks related to liability and class certification and considering the case law regarding
16 fair, reasonable, and adequate settlements. *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d
17 1117, 1139 [“Compromise is inherent and necessary in the settlement process ... even if the
18 relief afforded by the proposed settlement is substantially narrower than it would be if the suits
19 were to be successfully litigated, this is no bar to a class settlement because the public interest
20 may indeed be served by a voluntary settlement in which each side gives ground in the interest
21 of avoiding litigation.”]; *Officers for Justice v. Civil Service Comm’n*, 688 F.2d 615, 62(9th Cir.
22 1982) 8 [“It is well-settled law that a cash settlement amounting to only a fraction of the potential
23 recovery does not ... render the settlement inadequate or unfair.”].

24 18. The proposed settlement reflects approximately 45% of the estimated recovery
25 the Class could reasonably expect in light of the significant litigation risks and will provide
26 tangible, monetary compensation for hotly disputed claims. Indeed, the percentage of the liability
27 exposure recovered in this case exceeds percentages routinely approved by courts.

28 19. The Settlement establishes a Gross Settlement Amount of \$600,000 and provides for

1 Class Counsel to apply for attorney's fees in the amount of \$200,000. Class Counsel will apply for
2 attorneys' fees when seeking final approval of the proposed Settlement.

3 20. The Class Counsel Attorneys' Fees provided for by the Settlement are reasonable,
4 particularly in light of the time and effort expended by Class Counsel. Class Counsel litigated this
5 case for over a year, with the possibility of an unsuccessful outcome and no fee recovery. The
6 ongoing work has been demanding and has ultimately achieved a substantial Settlement. Given the
7 strengths and weaknesses of the claims and the risk and expense of further litigation, Plaintiffs
8 believe that their counsel achieved an excellent result on behalf of the Class. Considering the amount
9 of the fees to be requested, the work performed, and the risks incurred, the Class Counsel Fees
10 Payment and Class Counsel Litigation Costs provided for by the Settlement are reasonable and
11 should be awarded.

12 21. Class Counsel have borne, and continue to bear, the entire risk and cost of
13 litigation associated with this class action on a pure contingency basis. The factual and legal
14 issues posed in this case were evolving and difficult. Based on Class Counsel's past experience
15 in wage and hour class action litigation, it is safe to state that Class Counsel is very likely to be
16 called upon, after the Class Notice has been sent, to expend substantial amounts of additional
17 time to help Class Members understand the terms of the proposed settlement, and to assist Class
18 Members in the preparation and documentation of their claims. It is also likely that, even after
19 final approval of the settlement has been granted, Class Counsel will be called upon to expend
20 additional amounts of time in the presentation and resolution of contests and disputes relating to
21 Class Members' claims under the terms of the proposed settlement, as to the amounts of
22 individual claims and perhaps other individual issues.

23 22. The Court should preliminarily approve the requested Class Counsel Fees
24 Payment and Class Counsel Litigation Costs justified by the outstanding results achieved, the
25 complexity of the issues, the difficulty of the case, and the great risk undertaken by Class
26 Counsel. The requested payments will not be opposed by Defendant and are well within
27 established guidelines.

28 23. The Settlement that has been reached, subject to this Court's approval, is the

1 product of a substantial effort by the parties and their counsel. The settlement was reached after
2 extensive factual and legal investigation and research, numerous discussions, exchanges of
3 documents and information, correspondences, mediations, review of pleadings, evidence, and
4 rulings in similar actions litigated elsewhere in the state, and review of similar cases in the same
5 industry elsewhere in the country. The Settlement amount is, of course, a compromise figure. It
6 took into account the risks related to liability, damages, and all the defenses asserted by
7 Defendant.

8 24. Class Counsel conducted a thorough investigation into the facts of the case,
9 including, *inter alia*, interviews with Plaintiffs and multiple Class Members, and diligently
10 investigated the allegations in this lawsuit. Class Counsel reviewed a large volume of pages of
11 documents and data produced by Defendant and obtained through other sources, including and not
12 limited to, Plaintiffs and other Class Members, employment records (including, *inter alia*, time and
13 payroll data, timecards, earning statements, and personnel records), as well as excerpts of
14 Defendant's employee handbook (such as excerpts pertaining to Defendant's meal and rest break
15 policies), class-wide data, various documents regarding Defendant's wage-and-hour policies,
16 various internal memoranda various agreements, various training and on-boarding material, and
17 various forms, among other information and documents.

18 25. The parties exchanged information and documents formally and informally. The
19 parties also met and conferred on numerous occasions over issues relating to the pleadings,
20 jurisdiction, vigorous motion practice, and discovery. The parties reached the Settlement after
21 reviewing all available evidence, arm's-length bargaining, and participating in mediation conducted
22 by Hon. Howard Broadman and Hon. Daniel Buckley, well-respected mediators experienced in
23 handling complex wage-and-hour matters. During the mediation, the parties exchanged information
24 and discussed various aspects of the case, including and not limited to, Plaintiffs' claims, the risks
25 and delays of further litigation and of proceeding with certification and/or representative
26 adjudication, the law relating to regular rate theory, meal and rest periods, wage-and-hour
27 enforcement, and PAGA representative claims, the evidence produced and analyzed, and the
28 possibility of appeals, among other things. The parties reached the Settlement after reviewing all

available evidence, arm's-length bargaining, and participating in mediation conducted by a well-respected mediator experienced in handling complex wage-and-hour matters. During the mediation, the parties exchanged information and discussed various aspects of the case, including and not limited to, Plaintiffs' claims, the risks and delays of further litigation and of proceeding with certification and/or representative adjudication, the law relating to regular rate claim, meal and rest periods, wage-and-hour enforcement, and PAGA representative claims, the evidence produced and analyzed, and the possibility of appeals, among other things.

26. During all settlement discussions, the parties conducted their negotiations at arm's length from an adversarial position. Reaching a settlement acceptable to both parties was not easy. The data and documents produced and obtained in this case enabled Class Counsel to develop damages/valuation models in preparation for the mediation and to determine the value and strength of the claims. With the aid of the mediator's evaluations, the parties agreed that the Action was well-suited for settlement given the legal issues relating to the claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position, as well as the uncertainty about how the case might have concluded at certification, trial, and/or on appeal.

27. The Settlement is based on this large volume of facts, evidence, and investigation, and the parties' negotiations during the mediation. While the parties disagree over the merits and certifiability of Plaintiffs' claims, Plaintiffs and Class Counsel agree that the Settlement is fair, reasonable, adequate, and in the best interest of the Class, in light of all known facts and circumstances.

28. I am not aware of any other class action pending in this case that potentially includes a class or group of individuals who would also be members of the class defined in this action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct this 8th day of January 2026, in Los Angeles, California.


Joshua Falakassa