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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SUTTER**

FERNANDO LOPEZ, on behalf of himself and all others similarly situated,

Plaintiff,

v.

US LBM SERVICE CO., a Delaware Limited Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CVCS25-0000492

*Assigned to the Hon. Tahmina Morrow*

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

**HEARING INFO**

Date: October 26, 2026
Time: 9:00 a.m.
Dept.: 1

**DECLARATION OF JOSHUA FALAKASSA**

I, Joshua Falakassa, say and declare as follows:

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 Plaintiff Fernando Lopez and the Settlement Class. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts based on my personal knowledge.

2. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement.

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 of California 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.

4. I am a 2013 graduate from the University of California, Berkeley, School of Law, ("Berkeley Law") where I successfully completed courses in Labor Law, Employment Discrimination and Labor/Employment Arbitrations. During law school, I served as a summer associate at Sanford, Wittels and Heisler LLP, a boutique plaintiffs' side employment law firm focusing on FMLA wage and hour class action litigation, and other public interest lawsuits. As a second-year law student, I served as a summer associate at the San Francisco office of Littler Mendelson, P.C., I aided employers in defending wage and hour class action lawsuits filed under California and federal law.

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 well over 100 employee vs. employer litigation matters, including more than 90 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 hour matters. In total, I have handled upwards of 90 class action and representative action wage/hour cases.

7. I was selected as a "Super Lawyer Rising Star" in Employment Litigation during the years 2017-2026, a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50 wage and hour class and/or PAGA action settlements in California in 2021-2025.

8. I have substantial experience litigating wage-and-hour, class, and representative actions in California. Throughout this Action, I and my co-counsel have vigorously represented Plaintiff and the proposed Settlement Class and were fully prepared to continue litigating the matter through class certification, dispositive motions, trial, and, if necessary, appeal. Nevertheless, after conducting a thorough investigation of the claims and defenses, analyzing the relevant payroll and timekeeping data, assessing the risks and costs of continued litigation, and participating in arm's-length settlement negotiations, I strongly support the proposed Settlement. In my judgment, the Settlement represents a fair, reasonable, and favorable resolution for the Settlement Class in light of the circumstances of this case.

9. Based upon my experience handling wage-and-hour class actions and my analysis of the claims, defenses, available evidence, potential damages, and litigation risks in this matter, I believe the recovery provided to the Settlement Class falls well within the range of reasonable outcomes. The Settlement provides Settlement Class Members with a meaningful and prompt monetary recovery while eliminating the substantial risks, expense, and delay associated with continued litigation, class certification proceedings, trial, and potential appellate review. The response of the Settlement Class further supports that conclusion: no Settlement Class Member has objected to the Settlement, and no Settlement Class Member has requested exclusion. In my judgment, this response demonstrates strong support for the resolution achieved.

10. I believe the relevant circumstances strongly support final approval. The Settlement was reached only after meaningful investigation and analysis of the claims and

defenses and arm's-length negotiations conducted with the assistance of an experienced mediator. I and my co-counsel had sufficient information to evaluate the strengths and weaknesses of the case and the potential range of recovery before agreeing to the Settlement. Based upon my experience litigating complex wage-and-hour class actions, I believe the Settlement provides substantial value to the Settlement Class when weighed against the risks and delay inherent in continued litigation. The absence of any objections or requests for exclusion further supports my conclusion that the Settlement is fair, reasonable, and adequate.

11. I also believe Class Counsel's request for attorneys' fees in the amount of $238,333.33, representing approximately 33.33% of the Settlement Amount, is fair and reasonable under the circumstances. Class Counsel undertook this litigation entirely on a contingent basis and assumed the risk that substantial attorney time and litigation expenses could be incurred without any recovery. The requested fee reflects the substantial work performed, the risks undertaken, the result achieved for the Settlement Class, and the contingent nature of the representation.

12. From the outset, Class Counsel prosecuted this matter without any guarantee of compensation. Wage-and-hour class litigation is complex, expensive, and inherently uncertain, particularly where liability, class certification, damages, and the interpretation of timekeeping and payroll records are disputed. Class Counsel nevertheless committed the attorney time and financial resources necessary to investigate and prosecute the claims and advance the case toward resolution. Class Counsel also advanced all litigation expenses necessary to prosecute the Action, including filing fees, litigation expenses, research costs, and mediation-related expenses, without any assurance that those amounts would ultimately be reimbursed.

13. Through completion of settlement administration, Class Counsel have incurred, or reasonably anticipate incurring, approximately 215 hours prosecuting this Action. I have incurred, or reasonably anticipate incurring, approximately 102.5 hours at my customary hourly rate of $750, resulting in a lodestar of approximately $76,875 attributable to my work. My co-counsel, Mehrdad Bokhour, has incurred, or reasonably anticipates incurring, approximately 112.5 hours at his customary hourly rate of $750, resulting in an additional lodestar of

approximately $84,375. Class Counsel's combined lodestar is therefore approximately $161,250. In my experience, these hourly rates are reasonable for attorneys with comparable experience handling complex wage-and-hour, class, and PAGA litigation in California.

14. The outcome of this litigation was never certain. By accepting the representation on a contingency basis, Class Counsel assumed the risk of devoting substantial attorney time and advancing significant litigation expenses without any guarantee of reimbursement or compensation. Had Plaintiff failed to obtain class certification, prevail on the merits, establish the claimed violation rates, or obtain a favorable judgment, Class Counsel could have received little or no compensation for the time and resources devoted to the Action.

15. Based upon my experience litigating California wage-and-hour class actions and evaluating fee applications in common-fund settlements, a fee request of approximately one-third of the common fund is consistent with fee awards regularly sought and approved in comparable California class actions, subject ultimately to the Court's evaluation of the circumstances presented. Here, Class Counsel request 33.33% of the Settlement Amount. In my judgment, that percentage is reasonable in light of the contingent risk assumed, the work performed, the litigation risks avoided, and the monetary benefit obtained for the Settlement Class.

16. I further believe the requested fee is justified by the result achieved. The Settlement creates an immediate monetary recovery for Settlement Class Members without requiring them to submit claim forms or undertake additional litigation, while avoiding the substantial possibility that continued litigation could result in a materially smaller recovery or no recovery at all. The Settlement Class's response has also been uniformly favorable: no Settlement Class Member objected to the Settlement and no Settlement Class Member requested exclusion. I understand that Defendant, through its counsel, does not oppose the requested attorneys' fee award.

17. The Settlement was the product of genuine, arm's-length negotiations conducted with the assistance of experienced class-action mediator Steve Serratore, Esq. The Settlement was not the product of collusion or a predetermined agreement. Rather, the parties approached

the mediation from competing positions concerning liability, certification, damages, and the value of the claims and ultimately reached the Settlement only after meaningful negotiation and compromise.

18. Before agreeing to the Settlement, Plaintiff and Class Counsel diligently investigated and evaluated the claims asserted in this Action. I considered the evidence supporting Plaintiff's claims, Defendant's factual and legal defenses, the potential damages and penalties recoverable, the likelihood and risks associated with class certification, the challenges associated with proving liability and damages on a classwide basis, and the substantial delay and expense that would accompany continued litigation. After considering those factors, I concluded that the Settlement provides a fair, reasonable, and beneficial resolution for the Settlement Class.

19. The Settlement does not provide preferential treatment to any particular group of Settlement Class Members. Rather, Settlement Class Members' individual settlement payments are determined pursuant to the objective allocation methodology set forth in the Settlement Agreement. In my judgment, that methodology reasonably allocates the Net Settlement Amount based upon the relevant employment information applicable to each Settlement Class Member and provides a fair means of distributing the Settlement proceeds among participating employees. The Settlement Agreement also separately identifies the attorneys' fees and costs that Class Counsel are requesting, subject to Court approval.

20. My evaluation of the Settlement was informed by substantial investigation and analysis. Class Counsel reviewed and analyzed information and documents concerning Defendant's employment practices, policies and procedures, timekeeping and payroll records, class size, relevant employment periods, and other information bearing upon the claims and potential damages. We also investigated the potential claims of similarly situated employees, researched the applicable law and Defendant's anticipated defenses, and analyzed information concerning the number of Settlement Class Members and their relevant work periods. Using this information, Class Counsel prepared detailed damages models addressing the wage-and-

hour claims asserted in the Action and evaluated potential recoveries under different assumptions concerning liability, violation rates, certification, and damages.

21. Those analyses confirmed that continued litigation presented meaningful risks to both liability and the amount ultimately recoverable. Although Plaintiff maintains that the claims have substantial merit, Defendant disputes liability, challenges Plaintiff's damages theories and violation rates, and denies that the Settlement Class is entitled to the damages and penalties claimed. In preparation for mediation, Class Counsel therefore evaluated multiple potential outcomes rather than assuming complete success on every disputed issue.

22. Based upon the information obtained through discovery and informal exchanges, together with our assessment of certification, liability, damages, and trial risks, we developed damages models that enabled us to evaluate the Settlement against the realistic range of potential litigation outcomes. In my judgment, the Settlement represents a favorable compromise when those risks are taken into account.

23. As described more fully in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Defendant vigorously disputed both the merits of Plaintiff's claims and the damages sought. Among other things, Defendant disputed whether the challenged practices violated California law, whether the claims could properly be established on a classwide basis, the frequency and extent of any alleged violations, and the resulting amount of recoverable damages and penalties. These disputes presented genuine litigation risks that I considered in evaluating the Settlement.

24. Based upon my investigation of the facts, analysis of the applicable law, experience litigating wage-and-hour class actions, assessment of the risks and potential rewards of continued litigation, and the overwhelmingly favorable response of the Settlement Class, I believe the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. I therefore respectfully support final approval of the Settlement, approval of the requested attorneys' fees and costs, and entry of final judgment in accordance with the Settlement Agreement.

25. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff signed an agreement that provides that 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.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 2nd day of October 2026, at Los Angeles, California.

Joshua Falakassa