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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT MACIAS, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

LEFEIL MANUFACTURING CO., a California corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: 25STCV04710
(Related to Case Nos.: 25STCV06644 and 25STCV13876)

Honorable Theresa M. Traber
Department 1

DECLARATION OF JOSHUA FALAKASSA ISO PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date:	October 28, 2026
Time:	10:30 a.m.
Dept:	1
Complaint Filed:	February 20, 2025
Trial Date:	Not Set

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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., and I serve as attorney of record, along with co-counsel The Bokhour Law Group, P.C. and Blackstone Law, APC, on behalf of Plaintiffs and the Putative Class.

2. 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 of my own personal knowledge.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

4. 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.

5. 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.

6. 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.

7. Thereafter, as principal of Falakassa Law, P.C., I have handled 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.

8. 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. 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.

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

10. I, together with my co-counsel, have devoted substantial time, effort, and resources to investigating, evaluating, and prosecuting this action on behalf of Plaintiffs and the proposed Settlement Class. Those efforts included investigating the factual and legal bases for the claims, evaluating Defendant's defenses, reviewing and analyzing relevant records and data, and engaging in substantive negotiations with Defendant's counsel. In my judgment, these efforts materially contributed to achieving the substantial settlement fund now available for the benefit of the Settlement Class.

11. Throughout the litigation and settlement process, Class Counsel vigorously advocated for the interests of Plaintiffs and the proposed Settlement Class. The parties engaged in meaningful exchanges concerning the factual and legal strengths and weaknesses of their respective positions, including their competing views concerning liability, class certification, and potential damages. These exchanges enabled Class Counsel to make an informed assessment of the risks and benefits of continued litigation and ultimately facilitated the negotiated resolution now before the Court.

12. Based upon my investigation of the claims, my review of the information and documents exchanged by the parties, my analysis of Defendant's defenses, and my experience litigating wage-and-hour class and PAGA actions, I believe the proposed Settlement is fair,

reasonable, and adequate. The Settlement was reached only after informed, arm's-length negotiations between experienced counsel and with the assistance of an experienced mediator. It was not the product of collusion or a premature compromise.

13. The settlement negotiations were substantial and adversarial. Although counsel conducted themselves professionally and cooperatively, each side vigorously advocated its respective position concerning the merits, potential exposure, and litigation risks. The Settlement reflects considerable negotiation, analysis, and compromise by both sides and was reached only after the parties had developed sufficient information to meaningfully evaluate the claims and defenses.

14. Plaintiffs and Class Counsel believe the claims asserted in this action have substantial merit, and we were prepared to continue litigating the matter, including pursuing class certification and proceeding through trial if necessary. At the same time, I recognized the significant risks, costs, and uncertainty inherent in continued class litigation. Those risks included the possibility of an adverse ruling at class certification, summary judgment or other dispositive proceedings, trial, or on appeal. Any of those developments could have substantially reduced, delayed, or entirely eliminated the recovery ultimately available to Class Members.

15. I also considered the substantial time that would likely be required to litigate this case through certification, trial, and any subsequent appellate proceedings. Even if Plaintiffs ultimately prevailed, Class Members could be required to wait years before receiving any monetary recovery. The proposed Settlement eliminates those risks and delays and provides Class Members with a certain and meaningful recovery without the expense and uncertainty associated with further litigation.

16. The Settlement provides for payments to Settlement Class Members based upon the number of Compensable Workweeks attributable to each Class Member during the applicable Class Period. In my opinion, this methodology provides an objective and reasonable means of allocating the Net Settlement Amount among Class Members based upon their respective periods of employment. The Settlement is also non-reversionary, such that the settlement funds are being made available for the benefit of the Settlement Class rather than reverting to Defendant.

17. Before agreeing to the Settlement, Class Counsel conducted substantial investigation and informal discovery sufficient to permit an informed evaluation of the case. Among other things, we reviewed and analyzed a significant volume of relevant information and documents, including Defendant's policies and procedures, personnel-related records, wage statements, timekeeping records, and other information relevant to the claims asserted. We also analyzed and extrapolated class-wide data produced by Defendant for purposes of evaluating potential damages and assessing the relative strengths and weaknesses of the claims.

18. Based upon my experience litigating wage-and-hour, class, and PAGA matters, I believe Class Counsel are qualified to evaluate the merits of the claims asserted in this action, Defendant's defenses, and the risks associated with further litigation. After weighing those considerations against the substantial and certain benefits provided by the Settlement, it is my professional judgment that the proposed resolution represents a favorable result for the Settlement Class and is in the Class Members' best interests.

19. The Settlement Amount necessarily represents a compromise. Defendant disputes Plaintiffs' allegations, liability, class certification, and the damages and penalties claimed by Plaintiffs. In reaching the Settlement, I therefore considered not merely the maximum theoretical value of the claims, but the realistic likelihood of prevailing on certification, liability, and damages, as well as the risks and delays associated with continued litigation. Taking all of those considerations into account, I believe the Settlement provides fair and meaningful compensation to Settlement Class Members and represents an excellent result under the circumstances.

20. I understand that Defendant, through its counsel, also supports approval of the negotiated Settlement in accordance with its terms. The parties' agreement was reached only after substantial arm's-length negotiations and reflects the compromises necessary to resolve genuinely disputed claims.

21. For all of these reasons, I believe preliminary approval is appropriate. I respectfully support the Court's preliminary approval of the Settlement, conditional certification of the proposed Settlement Class pursuant to Code of Civil Procedure section 382 for settlement purposes, approval of the proposed Class Notice, appointment of proposed Class Counsel and the Settlement Administrator, and the scheduling of a hearing for final approval of the Settlement.

22. The proposed Class Notice and proposed plan for the Settlement Administrator to mail the Class Notice to the last known address of all Class Members complies with all the requirements of California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Class Notice include (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs and the Settlement Administration Costs; (3) details about the final fairness hearing and how Class Members may elect to exclude themselves or make an objection; and (4) how Class Members can obtain additional information.

23. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs entered into a Joint Prosecution Agreement ("JPA") with their counsels of record. The JPA governs the division of responsibilities and attorneys' fees among counsel, and Plaintiffs provided informed written consent after full disclosure.

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

/s/ Joshua Falakassa

By:_____

Joshua Falakassa, Esq.