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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

STEVEN VAZQUEZ, on behalf of himself and all others similarly situated, Plaintiffss, v. G & B FULFILLMENT, LLC., a Delaware Limited Liability Company; and DOES 1-50, inclusive. Defendants.	CASE NO.: CV2025-1035 **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFFS'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** **<u>HEARING INFORMATION</u>** Date: March 26, 2026 Time: 9:00 a.m. Dept.: 11

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 The Bokhour Law Group, P.C., for Plaintiffs Steven Vasquez and Christopher Horn ("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. I submit this declaration in support of Plaintiffs' Motion for Preliminary 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 Districts. I 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 ("Boalt Hall"), where I completed courses in Labor Law, Employment Discrimination, and Labor/Employment arbitration. 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 to January 2019, I was 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 nearly 100 employee vs. employer litigation matters, including more than 40 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 through 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 2021-2024.

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

9. Currently, my firm is acting as counsel in at least thirty wage-and-hour class actions

10. Through a contested but productive mediation, Plaintiffs and Defendants Grant & Bowman, Inc. and G&B Fulfillment, LLC ("Defendants") (collectively, the "Parties") entered into a Class Action and PAGA Settlement Agreement resolving the wage and hour claims of the Settlement Class ("Settlement Agreement" and/or "Settlement"), and Class Notice which is attached as **Exhibit "A"** to the accompanying Declaration of Mehrdad Bokhour. The Settlement Agreement seeks to fully release and discharge Defendants from the claims brought against it in this matter in exchange for Defendants' agreement to pay $375,000 on a non-reversionary, non-claim made basis (each Settlement Class Member will receive his/her share of the Net Settlement Amount without having to submit a claim form or taking action, except for those who opt-out).

11. Under the terms of the Settlement Agreement, Defendants will not oppose Class Counsel's application for an award of attorneys' fees not to exceed $125,000, representing one third of the Gross Settlement Amount, reimbursement of Class Counsel's litigation expenses not to exceed $25,000, Settlement Administration Expenses not to exceed $8,000, PAGA penalties in the total amount of $20,000, of which $15,000 or 75 percent will be paid to the California Labor and Workforce Development Agency and $5,000 or 25 percent will be paid to the PAGA Members, and Class Representative Service Payments not to exceed $10,000 to each Plaintiff.

12. Based on Defendants' records, Class Members collectively worked approximately 8,123 Workweeks during the Class Period. After deductions approved by the Court, the Net Settlement Amount will be distributed on a pro rata basis according to each Participating Class Member's number of Workweeks. Based on these figures, the average Individual Class Payment is conservatively estimated to be approximately $250 to $350. A Class Member who worked the entire

Class Period would receive the highest Individual Class Payment, estimated at approximately $4,000 to $6,000. Class Members who worked fewer Workweeks will receive proportionally smaller payments.

13. The Settlement is non-reversionary, and Class Members will not be required to submit claim forms to receive payment, but each Class Member will be mailed the Notice containing detailed information about his/her share, the opportunity to dispute the number of Compensable Workweeks worked by the Class Member, and the opportunity to opt out or object to the Settlement. All Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval of the Settlement.

14. Because the Settlement is fair and reasonable and was negotiated at arms length by experienced counsel and a mediator after an appropriate exchange of information, Plaintiffs respectfully request that the Court enter an order preliminarily approving the Settlement, conditionally certifying the Settlement Class under Code of Civil Procedure section 382 for settlement purposes, approving the proposed Class Notice, appointing Class Counsel, appointing Phoenix Class Action Administration Solutions as Settlement Administrator, and setting a hearing for final approval.

15. As further detailed in the accompanying Declaration of Mehrdad Bokhour, given the realistic value of Plaintiffs' claims, the $375,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 69% of Plaintiffs' risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class.

16. The Settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive in nature. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiffs and their counsel believe that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or

on an appeal that can take several more years to litigate. In addition, if Defendants prevailed on any of their defenses, the employees may not have received any substantial monetary recovery.

17. The Settlement will result in a fair payment to each Settlement Class Member based on the number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiffs and their counsel have diligently investigated the claims and defenses on behalf of the Settlement Class Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with further litigation described above and weighing them against the benefits of a known compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiffs and the Settlement Class, and is a fair and reasonable resolution of the claims alleged.

18. Plaintiffs' counsel brought to bear a great deal of collective experience in negotiating the settlement of this case. As detailed herein, Plaintiffs's counsel engaged in necessary informal discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed judgment throughout the settlement process, including significant document review (e.g., documents pertaining to Defendants's policies and procedures, personnel documents, wage statements, time records, among others) and conducted an extensive analysis and extrapolation of the sampling of class-wide data provided by Defendants.

19. Based on our experience in other cases, including wage and hour matters, I believe my office, along with The Bokhour Law Group, P.C, are qualified to evaluate the class claims and viability of defenses in this class action. In this case, the recovery for each Settlement Class Member is reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement Class. The Settlement provides each Settlement Class Member with compensation for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding to trial.

20. Plaintiffs' counsel, as well as Defendants' counsel, fully endorse the terms and conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

21. Of course, the Settlement Amount represents a compromise figure, taking into account

the various risks surrounding class certification and the merits of Defendants' asserted defenses. Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class Members, with no reversion to Defendants.

22. When this case was taken on a contingency fee basis, with our firm agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, we paid all costs, including the filing fees, mediation costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiffs lost, he could have been ordered to pay Defendants' costs

23. It is our experience that attorneys' fee awards of one-third of a common fund settlement are the standard in California. Plaintiffs' counsel agreed to seek one-third of the Settlement Amount for Attorneys' Fees in this case. Defendants do not oppose this fee request. The fee is further warranted because it is within the range of reasonableness typically awarded in class actions. Our firm's Costs will not exceed $25,000 and will be based on the actual amount incurred at the time of final approval.

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 Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to the Falakassa Law, P.C.

25. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class, and to preliminarily approve the notice plan and set a final approval hearing. Plaintiffs will seek final approval of attorneys' fees, costs, and service awards at the final approval stage.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 4th day of March 2026, in Los Angeles, California.

By: ______________________
Joshua Falakassa