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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

RUBEN LAGPACAN, on behalf of himself and all others similarly situated, Plaintiff, v. BIG JOE CALIFORNIA NORTH, INC., a California Corporation; and DOES 1-50, inclusive. Defendants.	CASE NO.: 25CV122747 *Assigned to the Hon. Somnath Raj Chatterje* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** **<u>HEARING INFORMATION</u>** Date: August 18, 2026 Time: 2:30 p.m. Dept.: 21 Reservation No. 164065279641

<u>**DECLARATION OF JOSHUA FALAKASSA**</u>

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 for Plaintiff Ruben Lagpacan ("Plaintiff") and the Putative Class along with my co-counsel The Bokhour Law Group, P.C. 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.

2. I submit this declaration in support of Plaintiff's 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 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 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. Plaintiff and Defendant Big Joe California North, Inc. ("Defendant") (collectively, the "Parties") entered into a Joint Stipulation and Settlement Agreement of Class Action and Representative PAGA Claims resolving the wage and hour claims of the Settlement Class ("Settlement Agreement" and/or "Settlement"), and a Class Notice which is attached to the accompanying Declaration of Mehrdad Bokhour as Exhibit "A".

10. The Settlement Agreement seeks to fully release and discharge Defendant from the claims brought against it in this matter in exchange for Defendant's agreement to pay $350,000 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 take action, except for those who opt-out).

11. Under the Settlement, Defendant will not oppose Plaintiff's requests for: (1) attorneys' fees of up to $116,666.67 (one-third of the Gross Settlement Amount); (2) litigation costs of up to $25,000; (3) settlement administration costs of up to $6,000; (4) a Class Representative Service Award of up to $10,000; and (5) a $20,000 allocation to settle the PAGA claim ("PAGA Penalties"), of which $13,000 (65%) will be paid to the California Labor and Workforce Development Agency ("LWDA") and $7,000 (35%) will be distributed to the PAGA Members:

12. As of March 13, 2026, the Class consists of approximately 144 current and former hourly-paid or non-exempt employees who worked for Defendant in California during the Class Period. Plaintiff alleges that, regardless of their specific job title or position, all Class Members were subject to Defendant's uniform wage-and-hour policies and practices. Based on Defendant's records, as of March 13, 2026, Class Members worked approximately 15,000 workweeks during the Class Period. After Court-approved deductions from the Gross Settlement Amount, the Net Settlement

Amount will be distributed pro rata based on each Participating Class Member's workweeks. Based on these figures, the estimated average Individual Class Payment is approximately $1,233, with the highest estimated Individual Class Payment expected to exceed $3,500, depending on the number of workweeks worked during the Class Period.

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. The proposed Settlement is fair, reasonable, and adequate, and is the product of informed, arm's-length negotiations conducted with the assistance of experienced wage-and-hour mediator, Kelly Knight, Esq., following Plaintiff's investigation and analysis of Defendant's personnel, payroll, timekeeping, and employment records, as well as representative class-wide payroll and timekeeping data. Accordingly, Plaintiff respectfully requests that the Court: (1) preliminarily approve the Settlement; (2) conditionally certify the Class for settlement purposes only pursuant to California Code of Civil Procedure section 382; (3) approve the proposed Class Notice and method of dissemination; (4) appoint Plaintiff Ruben Lagpacan as Class Representative, (5) appoint Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel for settlement purposes only; (6) appoint CPT Group, Inc. as the Settlement Administrator; and (7) schedule a Final Approval Hearing.

15. Under the Settlement, Defendant has agreed not to oppose Plaintiff's requests for: (1) attorneys' fees in an amount not to exceed $116,666.67, representing one-third of the Gross Settlement Amount; (2) litigation costs in an amount not to exceed $25,000; (3) settlement administration costs not to exceed $6,000; (4) a Class Representative Service Award of up to $10,000 in recognition of Plaintiff's efforts and the risks he undertook in prosecuting this action on behalf of the Class; and (5) a $20,000 allocation to resolve the claims under the Private Attorneys General Act ("PAGA"), of which $13,000 (65%) will be paid to the California Labor and Workforce Development

Agency ("LWDA") and the remaining $7,000 (35%) will be distributed to the Aggrieved Employees in accordance with Labor Code section 2699.

16. Based on Defendant's records, as of March 13, 2026, the proposed Settlement Class consists of approximately 144 current and former hourly-paid or non-exempt employees who worked for Defendant in California during the Class Period. Throughout my investigation, I concluded that, regardless of their particular job titles or duties, Class Members were subject to Defendant's common wage-and-hour policies and practices that form the basis of the claims asserted in this action. Defendant's records further reflect that Class Members worked approximately 15,000 compensable workweeks during the Class Period.

17. After deduction of Court-approved attorneys' fees, litigation costs, settlement administration expenses, the Class Representative Service Award, and the PAGA allocation, the Net Settlement Amount will be distributed automatically on a pro rata basis according to each Participating Class Member's number of compensable workweeks. Based on the available data, I estimate that the average Individual Class Payment will be approximately $1,233, with the highest estimated payment expected to exceed $3,500, depending on the number of workweeks worked during the Class Period. In my opinion, these recoveries represent a meaningful and substantial benefit to the Class, particularly when weighed against the significant litigation risks, continued expense, and inevitable delay associated with further litigation.

18. The Settlement is entirely non-reversionary, ensuring that no portion of the Net Settlement Amount will revert to Defendant. In addition, Class Members will not be required to submit claim forms or take any affirmative action to receive their settlement payments. Instead, the Settlement Administrator will mail each Class Member a comprehensive Notice that identifies the estimated amount of his or her settlement payment, the number of compensable workweeks attributed to that individual, the procedure for disputing that calculation, and the right to request exclusion from or object to the Settlement. Any Class Member who does not timely opt out of the Settlement will automatically receive his or her settlement payment following final approval by the Court. In my experience litigating wage-and-hour class actions, this automatic distribution process maximizes participation, minimizes administrative burdens, and ensures that the greatest possible portion of the

Settlement Fund is distributed directly to the Class rather than remaining unclaimed.

19. Based upon my investigation, the discovery conducted, my analysis of Defendant's personnel, payroll, timekeeping, and employment records, the representative class-wide data produced by Defendant, the applicable law, and my experience litigating complex wage-and-hour class actions, it is my opinion that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement was reached only after extensive arm's-length negotiations conducted with the assistance of experienced wage-and-hour mediator Kelly Knight, Esq., and only after the Parties possessed sufficient information to intelligently evaluate both the strengths and weaknesses of the claims and defenses, as well as the substantial risks, expense, and delay associated with continued litigation.

20. Accordingly, I respectfully request that the Court: (1) preliminarily approve the Settlement; (2) conditionally certify the Settlement Class for settlement purposes only pursuant to Code of Civil Procedure section 382; (3) approve the proposed Class Notice and method of dissemination; (4) appoint Plaintiff Ruben Lagpacan as Class Representative and Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel for settlement purposes only; (5) appoint CPT Group, Inc. as the Settlement Administrator; and (6) schedule this matter for a Final Approval Hearing.

21. Prior to participating in mediation on March 13, 2026, the Parties engaged in extensive informal discovery and exchanged substantial information sufficient to allow both sides to meaningfully evaluate the merits of the claims, the potential exposure, and the risks associated with continued litigation. As part of my investigation, I reviewed and analyzed Plaintiff's personnel, payroll, and timekeeping records; representative payroll and timekeeping data for the proposed Settlement Class; Defendant's relevant employment policies, procedures, and practices; and information concerning the size of the proposed Class, the total number of compensable workweeks worked during the Class Period, and the number of pay periods worked by Aggrieved Employees during the PAGA Period. In addition, Plaintiff retained an experienced damages expert to analyze Defendant's payroll and timekeeping data and to prepare detailed damages analyses addressing Plaintiff's principal claims, including unpaid minimum and overtime wages, meal and rest period

premiums, waiting time penalties, wage statement penalties, unreimbursed business expenses, and PAGA penalties. Based upon this investigation and analysis, I was able to thoroughly assess the strengths and weaknesses of Plaintiff's claims, Defendant's anticipated defenses, the likelihood of class certification, the potential range of recoverable damages, and the substantial risks, expense, and delay associated with continued litigation. I also carefully considered Defendant's contention that a significant number of putative Class Members had executed arbitration agreements containing class action waivers, which presented additional litigation risks and uncertainty that necessarily informed the Parties' settlement negotiations.

22. On March 13, 2026, the Parties participated in a full-day mediation before Kelly Knight, Esq., an experienced and highly respected mediator who regularly mediates complex wage-and-hour class and representative actions. The mediation was conducted at arm's length, with both sides represented by experienced counsel who vigorously advocated their respective positions. After extensive negotiations facilitated by Ms. Knight, the Parties reached an agreement in principle and executed a Memorandum of Understanding memorializing the material terms of the Settlement now presented to the Court for approval. Based on my participation in the mediation and subsequent negotiations, I believe the Settlement reflects a fair and reasonable compromise reached after informed, adversarial negotiations rather than any product of collusion.

23. Throughout the litigation and in preparation for mediation, I independently evaluated the factual and legal merits of Plaintiff's claims using the information obtained through my investigation, the informal exchange of data and documents, and the analyses prepared by Plaintiff's damages expert. Utilizing Defendant's representative payroll and timekeeping data, I developed detailed damages models to estimate the potential value of each claim asserted in the Action, while accounting for disputed legal and factual issues, the probabilities of establishing liability and obtaining class certification, the risks posed by Defendant's anticipated defenses, and the uncertainties inherent in continued litigation. These analyses enabled me to meaningfully assess the reasonableness of Defendant's settlement proposal and ultimately conclude that the Settlement provides an excellent result for the Settlement Class in light of the risks, costs, and delay that would accompany further litigation.

24. As further detailed in the accompanying Declaration of Mehrdad Bokhour, the Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiff 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 Defendant prevailed on any of their defenses, the employees may not have received any substantial monetary recovery.

25. Based upon my investigation, the discovery and information exchanged by the Parties, my analysis of the applicable law, and my experience litigating complex wage-and-hour class and representative actions, it is my opinion that the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of the Settlement Class. The Settlement provides meaningful monetary relief to each Participating Settlement Class Member based on the number of compensable workweeks worked during the Class Period. After carefully weighing the strengths of Plaintiff's claims against the substantial risks, uncertainty, expense, and delay associated with continued litigation—including the risks of class certification, arbitration-related defenses, proving liability and damages, and prevailing at trial and on any subsequent appeal—I concluded that the certainty of the relief obtained through the Settlement substantially outweighs the risks inherent in further litigation. Accordingly, I believe the Settlement represents an excellent result for the Settlement Class and a fair and reasonable resolution of this Action.

26. **2.** In negotiating this Settlement, I relied upon my substantial experience litigating and resolving complex California wage-and-hour class and representative actions. Before engaging in settlement negotiations, I conducted an extensive factual and legal investigation that included reviewing Defendant's employment policies and procedures, personnel records, payroll records, wage statements, timekeeping records, and representative class-wide payroll and timekeeping data. In addition, Plaintiff retained an experienced damages expert who analyzed Defendant's data and prepared detailed damages models addressing each of Plaintiff's principal claims. This investigation and analysis provided me with a thorough understanding of the strengths and weaknesses of the claims and defenses, the potential range of damages, and the litigation risks facing both sides,

enabling me to evaluate the Settlement from a fully informed position.

27. Based upon my experience handling wage-and-hour class actions, as well as the collective experience of co-counsel Mehrdad Bokhour and The Bokhour Law Group, P.C., I believe we are well qualified to evaluate the merits of Plaintiff's claims, the viability of Defendant's defenses, and the reasonableness of the proposed Settlement. After carefully evaluating the evidence, the applicable law, and the significant litigation risks, I concluded that the recovery provided to the Settlement Class is fair, reasonable, and adequate. In my opinion, the Settlement affords meaningful compensation to Settlement Class Members for the alleged wage-and-hour violations while avoiding the considerable expense, uncertainty, and delay associated with continued litigation, class certification proceedings, trial, and any subsequent appeals.

28. Both Plaintiff's counsel and Defendant's counsel strongly endorse the Settlement and believe it represents a fair, reasonable, and adequate compromise of vigorously disputed claims. The Settlement was reached only after extensive investigation, the exchange of substantial information, detailed damages analyses, and arm's-length negotiations before an experienced mediator. Although the Gross Settlement Amount necessarily reflects a compromise in light of the disputed legal and factual issues, Defendant's asserted defenses, and the substantial risks attendant to continued litigation, the Settlement provides significant, non-reversionary monetary relief to the Settlement Class. Importantly, no portion of the Net Settlement Amount will revert to Defendant, thereby maximizing the recovery available to Settlement Class Members and ensuring that the Settlement Fund is distributed for the benefit of the individuals whose claims are being resolved.

29. This Action was prosecuted entirely on a contingent-fee basis. From the outset, my firm and The Bokhour Law Group, P.C. collectively assumed the substantial financial risk associated with pursuing this litigation, advancing all litigation expenses with no guarantee of recovery. Throughout the course of the case, we paid all necessary litigation costs, including filing fees, mediation expenses, expert fees, and other out-of-pocket costs required to effectively prosecute Plaintiff's claims. Had Plaintiff not prevailed, neither my firm nor co-counsel would have recovered any attorneys' fees or reimbursement of the significant costs advanced on behalf of the Settlement Class. Moreover, Plaintiff faced the additional risk that, if unsuccessful, Defendant

could seek to recover its taxable costs. Accordingly, both Plaintiff and Class Counsel undertook substantial financial and litigation risks in prosecuting this Action.

30. In my experience litigating California wage-and-hour class actions, an attorneys' fee award of one-third of the common settlement fund is well within the range routinely approved by California courts and appropriately compensates counsel for the substantial risks undertaken in contingent class litigation. Consistent with the Parties' Settlement Agreement, Plaintiff will request an attorneys' fee award of $116,666.67, representing one-third of the $350,000 Gross Settlement Amount. Defendant has agreed not to oppose that request. In my opinion, the requested fee is fair and reasonable in light of the significant work performed, the favorable result achieved for the Settlement Class, the contingent nature of the representation, the complexity of the legal and factual issues presented, and the substantial risks assumed by Class Counsel throughout the litigation. Likewise, Plaintiff will seek reimbursement only for those litigation costs actually and reasonably incurred in prosecuting this Action, not to exceed $20,000. I anticipate that the total amount of reimbursable costs requested at final approval will reflect the actual litigation expenses incurred through the conclusion of the case and will be fully documented for the Court's review.

31. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff signed a fee split 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 the Falakassa Law, P.C.

32. 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. Plaintiff 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 24th day of July 2026, in Los Angeles, California.

By: ______________________
Joshua Falakassa