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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

JUAN RODRIGUEZ, on behalf of himself and all others similarly situated,

Plaintiff,

v.

JACKSON-MITCHELL, INC., a California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.:25CV06343

Assigned to Hon. Oscar A. Pardo

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

HEARING INFORMATION

Date:
Time:
Dept.:

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 Mehrdad Bokhour of The Bokhour Law Group, P.C., for Plaintiff Juan Rodriguez ("Plaintiff") and the Putative Class. 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 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Following mediation of the Action and continued negotiations, Plaintiff and Defendant Jackson-Mitchell, Inc. ("Defendant") (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 a Class Notice attached as **Exhibit "A"** to the accompanying Declaration of Mehrdad Bokhour.

9. The Settlement Agreement seeks to resolve the Released Claims on the terms and subject to the conditions set forth in the Settlement Agreement in exchange for Defendant's 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 take action, except for those who opt out).

10. The proposed Settlement Class consists of all non-exempt hourly employees who worked for Defendant in California from September 8, 2021 to July 1, 2026. The Settlement also resolves claims under the Private Attorneys General Act ("PAGA") on behalf of non-exempt

employees who worked during the PAGA period beginning September 8, 2024 to July 1, 2026.

11. Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel's application for an award of attorneys' fees not to exceed $125,000.00, 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 $6,500, PAGA penalties in the total amount of $20,000, of which $13,000 or 65 percent will be paid to the California Labor and Workforce Development Agency and $7,000 or 35 percent will be paid to the PAGA Members, and a Class Representative Service Payment not to exceed $10,000 to Plaintiff.

12. The Settlement Class consists of approximately 143 non-exempt hourly employees who worked for Defendant in California during the Class Period. Plaintiff alleges that, regardless of job title or position, all non-exempt hourly employees were subject to the same wage and hour policies and practices. Based on Defendant's records, Class Members collectively worked approximately 15,708 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. Assuming all 143 Class Members participate and the maximum deductions are approved, the average Individual Class Payment will be $1,318.18 before withholding, plus any Individual PAGA Payment, with higher class payments for employees who worked longer periods.

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 after final approval and settlement funding, within the time provided by the Settlement Agreement. Because the Settlement is fair, reasonable, and adequate, and is the result of arm's length negotiations between experienced counsel with the assistance of an experienced mediator, following a thorough exchange of relevant information and documents, it warrants preliminary approval. Plaintiff respectfully requests that the Court enter an order: (1) preliminarily approving the Settlement; (2) conditionally certifying the

Settlement Class pursuant to California Code of Civil Procedure section 382 for settlement purposes only; (3) approving the form and manner of dissemination of the proposed Class Notice; (4) appointing Plaintiff as Class Representative and appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel for settlement purposes only; (5) appointing Phoenix Settlement Administrators as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

14. As further detatiled in the accompanying Declaration of Mehrdad Bokhour, given the realistic value of Plaintiff's claims, the $375,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 47.33% of Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class.

15. 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. 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.

16. 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, Plaintiff and Class 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 Plaintiff and the Settlement Class, and is a fair and reasonable resolution

of the claims alleged.

17. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating the settlement of this case. As detailed herein, Plaintiff'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 Defendant's policies and procedures, personnel documents, wage statements, time records, among others) and an extensive analysis and extrapolation of the sampling of class-wide data provided by Defendant.

18. 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.

19. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

20. Of course, the Settlement Amount represents a compromise figure, taking into account the various risks surrounding class certification and the merits of Defendant' asserted defenses. Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class Members, with no reversion to Defendant.

21. 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 Plaintiff lost, he could have been ordered to pay Defendant's costs

22. It is our experience that attorneys' fee awards of one-third of a common fund settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement

Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further warranted because it falls within the range typically awarded in class actions.

23. 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.

24. 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 November 16, 2026, in Los Angeles, California.

By: _____
Joshua Falakassa