BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

OLGA GONZALEZ, on behalf of herself and all others similarly situated, Plaintiff, v. PACIFIC POWDER COATING, INC., a California Corporation; and DOES 1-50, inclusive. Defendants.	CASE NO.: 25CV030852 *Assigned to the Hon. Lauri A. Damrell* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** **<u>HEARING INFORMATION</u>** Date: August 14, 2026 Time: 9:00 a.m. Dept.: 8B Reservation No. A-30852-001

DECLARATION OF MEHRDAD BOKHOUR

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 Olga Gonzalez ("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 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 reviewed the Sacramento County Superior Court Checklist for Approval of Class Action Settlements and believe that the moving papers substantially comply with all applicable requirements.

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 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.

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 2021-2024.

9. My office has devoted substantial time and resources to investigating, prosecuting, and resolving this action. These efforts have directly contributed to the creation of a meaningful settlement fund for the benefit of the Class. From the outset, we undertook a comprehensive factual and legal analysis of the claims, including a review of Defendant's timekeeping, payroll, and policy documents, as well as interviews with Class Members. Throughout the litigation, Plaintiffs' counsel diligently advanced the case through informed, substantive negotiations, enabling both sides to fully evaluate the strengths and weaknesses of their respective positions and ultimately reach a fair and reasonable resolution.

10. Plaintiff and Defendant Pacific Powder Coating, Inc. ("Defendant") (collectively, the "Parties"), after extensive investigation, formal discovery, arm"s-length negotiations, and careful evaluation of the strengths and risks of the litigation, entered into the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") to fully and finally resolve the disputed wage-and-hour claims asserted in this action. A true and correct copy of the Settlement Agreement, together with the proposed Class Notice, is attached hereto as Exhibit A.

11. The Settlement provides for the creation of a non-reversionary Gross Settlement Amount of $218,000, meaning Defendant will pay the entire settlement amount regardless of the number of participating class members or the amounts ultimately distributed. The Settlement is likewise non-claim-made, ensuring that Settlement Class Members will automatically receive their respective shares of the Net Settlement Amount without the need to submit claim forms or take any affirmative action to participate, except for those individuals who timely elect to opt out of the

Settlement. This automatic distribution process maximizes class participation, minimizes administrative burdens, and ensures that the Settlement proceeds are distributed directly to the employees whom the Settlement is intended to benefit.

12. Plaintiff seeks certification, for settlement purposes only, of a Settlement Class consisting of all individuals employed by Defendant as non-exempt hourly employees in California at any time during the Class Period of December 19, 2021 through March 19, 2026 ("Settlement Class"). The Settlement also fully resolves Plaintiff's representative claims under the California Private Attorneys General Act of 2004 ("PAGA") on behalf of all non-exempt hourly employees who worked for Defendant in California during the PAGA Period of December 19, 2024 through March 19, 2026 ("PAGA Members").

13. As additional consideration for the comprehensive resolution of the litigation, Defendant has agreed not to oppose Plaintiff's application for the following Court-approved payments from the Gross Settlement Amount: attorneys' fees in an amount not to exceed $72,666.67, representing one-third of the Gross Settlement Amount; litigation costs and expenses in an amount not to exceed $20,000; settlement administration costs in an amount not to exceed $10,000; a Class Representative Service Award of up to $10,000 in recognition of Plaintiff's substantial efforts, time, and risks undertaken in prosecuting this action on behalf of the Settlement Class; and a $10,000 PAGA allocation, of which $6,500 (65%) will be paid to the California Labor and Workforce Development Agency ("LWDA"), as required by statute, and $3,500 (35%) will be distributed to the PAGA Members on a pro rata basis.

14. The Settlement was negotiated with these allocations in mind and, importantly, all requested payments remain subject to the Court's independent review and approval for fairness and reasonableness. Any reduction in the requested amounts by the Court will inure to the benefit of the Settlement Class by increasing the Net Settlement Amount available for distribution to participating class members.

15. The proposed Settlement is fair, reasonable, and adequate and represents an excellent result for the Settlement Class in light of the strengths of Plaintiff's claims, the risks inherent in continued litigation, and the substantial benefits afforded by the Settlement. The Settlement is the product of extensive investigation, informal discovery, a thorough analysis of Defendant's payroll,

timekeeping, and employment data, and vigorous, arm's-length negotiations between experienced counsel. It was reached only after Plaintiff and Class Counsel possessed sufficient information to intelligently evaluate the merits of the claims, the potential damages, the defenses asserted by Defendant, and the significant risks, expense, and delay associated with further litigation, including class certification, dispositive motions, trial, and any subsequent appeals.

16. The Settlement provides immediate, meaningful, and non-reversionary monetary relief to the Settlement Class, eliminates the uncertainty of continued litigation, and ensures that Settlement Class Members will automatically receive their settlement payments without the need to submit claim forms or take any affirmative action. In light of these substantial benefits, Plaintiff respectfully submits that the Settlement falls well within the range of reasonableness warranting preliminary approval.

17. Accordingly, Plaintiff respectfully requests that the Court enter an order: (1) preliminarily approving the Settlement, including the proposed resolution of Plaintiff's representative claims under the Private Attorneys General Act ("PAGA"); (2) certifying, for settlement purposes only, the proposed Settlement Class pursuant to Code of Civil Procedure section 382; (3) approving the proposed Class Notice and the manner of its dissemination as the best notice practicable under the circumstances; (4) appointing Plaintiff Olga Gonzalez as Class Representative for settlement purposes only; (5) appointing Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel for settlement purposes only; (6) appointing ILYM Group, Inc. as the Settlement Administrator; and (7) setting a Final Approval Hearing to consider final approval of the Settlement and the requested awards, fees, costs, and expenses.

18. Before agreeing to the Settlement, Plaintiff and Class Counsel conducted a comprehensive investigation into both the factual and legal bases of Plaintiff's claims. As part of that investigation, the Parties engaged in substantial informal discovery and exchanged information sufficient to permit an informed evaluation of the Action. Among other things, Class Counsel reviewed and analyzed Plaintiff's personnel, payroll, and timekeeping records; Defendant's written wage-and-hour policies, handbooks, and employment practices; arbitration agreements; payroll and workforce data; and information concerning the size of the proposed Settlement Class, the number of compensable Workweeks, and the applicable PAGA Pay Periods. Class Counsel also evaluated

the relevant statutory and case law governing the asserted claims, analyzed the potential damages and penalties recoverable under the Labor Code and PAGA, and carefully assessed the strengths and weaknesses of Plaintiff's claims, Defendant's anticipated defenses, and the substantial risks, expense, and delay associated with continued litigation.

19. The Parties also carefully considered several significant litigation risks that could materially affect the outcome of the Action. Most notably, Defendant maintained that a substantial number of putative class members executed arbitration agreements containing class-action waivers, giving rise to substantial legal and procedural issues concerning the enforceability and scope of those agreements, the potential reduction of the class, and the viability of classwide adjudication. In addition, the Parties considered the uncertainty inherent in obtaining class certification, prevailing on the merits of the disputed wage-and-hour claims, establishing damages and penalties on a classwide basis, and successfully prosecuting the representative PAGA claims through trial and any subsequent appeals. These risks were carefully weighed by the Parties and materially informed the settlement negotiations.

20. Only after completing this investigation and exchanging sufficient information to intelligently evaluate the merits of the case did the Parties engage in informed, arm's-length settlement negotiations. The Settlement is the product of negotiations conducted by experienced counsel specializing in California wage-and-hour class actions who were fully informed regarding the factual record, the applicable law, the potential value of the claims, and the considerable risks of continued litigation. At the time the Settlement was reached, Plaintiff and Class Counsel possessed more than sufficient information to make an informed judgment regarding the fairness and adequacy of the Settlement and to conclude that the proposed resolution represents an excellent outcome for the Settlement Class.

21. The extent of the Parties' investigation and exchange of information likewise provides the Court with an adequate factual basis to evaluate the Settlement. Because Class Counsel thoroughly investigated the claims, analyzed Defendant's employment records and policies, assessed the available damages evidence, and carefully weighed the strengths and weaknesses of the litigation before recommending settlement, the proposed Settlement is the product of informed decision-making rather than compromise born of insufficient information. Accordingly, the

investigation conducted by Plaintiff and Class Counsel fully supports preliminary approval of the Settlement as fair, reasonable, and adequate.

22. Throughout this litigation, I brought to bear my substantial experience litigating and resolving complex California wage-and-hour class and representative actions. Before recommending settlement, I conducted a thorough investigation into the factual and legal bases of Plaintiff's claims and obtained sufficient information to intelligently evaluate the strengths and weaknesses of the Action. Among other things, I reviewed and analyzed Defendant's employment policies and procedures, personnel records, payroll records, wage statements, timekeeping records, arbitration agreements, and workforce data. I also performed a detailed analysis of the class-wide data produced by Defendant, including sampling and extrapolation of payroll and timekeeping information where appropriate, to assess the potential exposure associated with Plaintiff's claims. Based upon this investigation, I developed a comprehensive understanding of the potential damages, penalties, litigation risks, and likely defenses before entering into settlement negotiations.

23. Based upon my experience litigating numerous wage-and-hour class actions throughout California, together with the experience of co-counsel The Bokhour Law Group, P.C.., I am well qualified to evaluate both the merits of the class claims and the viability of Defendant's anticipated defenses. After carefully considering the evidence obtained, the applicable law, the risks associated with class certification, the potential impact of Defendant's arbitration agreements and class-action waivers, the uncertainty of continued litigation, and the costs and delay inherent in proceeding through trial and possible appeals, I concluded that the Settlement is fair, reasonable, and adequate. In my professional judgment, the Settlement provides an excellent result for the Settlement Class under the circumstances and represents the best interests of the Settlement Class as a whole. The Settlement affords meaningful monetary relief while avoiding the substantial risks and expense that continued litigation would entail.

24. Based upon my investigation, analysis, and extensive experience litigating employment class actions, I fully endorse the terms of the Settlement and believe it represents the product of informed, good-faith, arm's-length negotiations between experienced counsel. In my opinion, the Settlement falls well within the range of reasonableness for purposes of preliminary approval and provides a fair compromise of vigorously disputed claims in light of the significant

litigation risks faced by both Parties.

25. Although every settlement necessarily reflects a compromise, I believe the consideration obtained here represents an outstanding recovery when viewed against the uncertainties of continued litigation. The Settlement Amount was negotiated only after careful consideration of the strengths of Plaintiff's claims, Defendant's asserted defenses, the risks associated with class certification, arbitration enforcement, proving liability and damages at trial, and the possibility of post-trial motions and appeals. Importantly, the Settlement establishes a non-reversionary common fund, ensuring that the entire Gross Settlement Amount will be paid for the benefit of the Settlement Class rather than reverting to Defendant. Likewise, because the Settlement is non-claim-made, Settlement Class Members will automatically receive their settlement payments without submitting claim forms or taking affirmative action to participate. In my opinion, these features substantially enhance the value of the Settlement and further demonstrate that it is fair, reasonable, adequate, and in the best interests of the Settlement Class.

26. This case has been prosecuted entirely on a contingent-fee basis, meaning neither I nor my co-counsel have received any compensation for the substantial time and resources devoted to this litigation. From the outset, our firms assumed the full financial risk of the case by advancing all litigation expenses and agreeing that we would be compensated only in the event of a successful recovery for the Settlement Class.

27. At every stage of the litigation, there was a substantial possibility that these expenditures, together with the considerable attorney time invested in the Action, would never be recovered. Indeed, had Plaintiff been unsuccessful, not only would our firms have absorbed these losses, but Plaintiff also faced the potential risk of an adverse cost award in favor of Defendant. Accordingly, the contingent nature of this representation involved significant financial risk and required our firms to devote substantial attorney time and litigation resources with no guarantee of any recovery whatsoever.

28. Based upon my experience litigating and resolving numerous wage-and-hour class and representative actions throughout California, I believe the requested attorneys' fee award of one-third (33 1/3%) of the Gross Settlement Amount is fair, reasonable, and fully consistent with fee awards commonly approved by California courts in common-fund class action settlements.

California courts have repeatedly recognized that fee awards of approximately one-third of the common fund are routinely appropriate where, as here, counsel undertook the litigation on a purely contingent basis, achieved a favorable result for the class, assumed significant litigation risk, and devoted substantial time and effort to investigating, litigating, and resolving complex wage-and-hour claims. Moreover, Defendant has agreed not to oppose Plaintiff's request for attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount, subject to the Court's independent review for reasonableness.

29. At this preliminary approval stage, Plaintiff respectfully requests only that the Court preliminarily approve the maximum fee request contemplated by the Settlement Agreement. Prior to the Final Approval Hearing, I will submit a comprehensive motion for attorneys' fees, costs, and expenses, supported by detailed attorney declarations, billing summaries, and a lodestar cross-check, together with any additional evidence the Court may require. That submission will fully address the reasonableness of the requested fee in light of the results achieved, the complexity of the litigation, the risks undertaken, the quality of the representation, the time and labor devoted to the Action, and the applicable legal authorities governing common fund fee awards.

30. Similarly, Plaintiff will seek reimbursement of actual litigation costs in an amount not to exceed $20,000, as expressly provided in the Settlement Agreement. Any request for costs will be limited to those expenses reasonably and necessarily incurred in prosecuting the Action and will likewise be supported by detailed documentation and evidence submitted with the motion for final approval. Plaintiff will not seek reimbursement for any costs beyond those actually incurred, and all requested costs will remain subject to the Court's independent review and approval for reasonableness.

31. Accordingly, Plaintiff respectfully submits that the requested attorneys' fees and litigation costs are appropriate for preliminary approval, with the understanding that a substantially more detailed evidentiary showing and legal analysis will be presented to the Court in connection with Plaintiff's Motion for Final Approval.

32. 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.

33. 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.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 22th day of July 2026, in Los Angeles, California.

By: ______________________
Joshua Falakassa