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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JULIE OJEDA, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

ION INTERMEDIATE HOLDINGS, LLC, a
Delaware Limited Liability Corporation;
INTEGRATED ONCOLOGY NETWORK,
LLC., a Delaware Limited Liability
Corporation; CALIFORNIA CANCER
ASSOCIATES FOR RESEARCH AND
EXCELLENCE, INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 37-2023-00042603-CU-OE-CTL

Assigned to the Hon. Terrie E. Roberts

**DECLARATION OF JOSHUA FALAKASSA
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Information:

Date: July 31, 2026

Time: 10:30 a.m.

Dept.: C-68

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1 court approval and judgment in several of those actions to date. I was selected as a “Super Lawyer
2 Rising Star” in Employment Litigation during the years 2017-2025, a distinction that is reserved for
3 the top 2.5% of lawyers in the practice area. My firm has also successfully obtained Top
4 Settlements for wage and hour class/PAGA actions in many counties across California as listed on
5 topverdict.com.

6 7. As the principal of Falakassa Law, P.C., and I have extensive experience litigating
7 complex wage-and-hour class and representative actions under California law. My practice is
8 devoted primarily to representing employees in wage-and-hour class actions and PAGA matters,
9 and I am well-versed in evaluating both the strengths of such claims and the viability of employer
10 defenses. My firm currently serves as counsel or co-counsel in dozens of wage-and-hour class and
11 PAGA actions throughout California, and we possess the experience, resources, and commitment
12 necessary to provide effective and adequate representation to aggrieved employees in this matter.

13 8. I have personally handled numerous wage-and-hour class and PAGA representative
14 actions from inception through resolution, including cases involving claims for unpaid minimum
15 wages, overtime, meal and rest period violations, unreimbursed business expenses, wage statement
16 violations, waiting time penalties, and unfair competition under Business and Professions Code
17 section 17200. This experience enables me to assess the reasonableness of settlements, including
18 the one presented here, considering both the legal and practical risks inherent in such litigation.

19 9. Plaintiff brings this action on behalf of all non-exempt employees who worked for
20 Defendants in California between July 28, 2022, and December 23, 2025 (the “Aggrieved
21 Employees”).

22 10. Plaintiff alleges that Defendants failed to properly calculate and pay overtime and
23 sick time wages due to alternative workweek schedules and regular rate violations and failed to
24 provide compliant meal and rest periods as a result of their policies and practices.

25 11. Plaintiff further alleges that Defendants failed to reimburse necessary business
26 expenses, failed to timely pay wages during and upon separation, and issued inaccurate wage
27 statements, giving rise to civil penalties under PAGA.

28 12. Following informal discovery and the exchange of relevant data and documents, the

1 Parties participated in mediation before Phillip Cha, Esq., and ultimately reached a settlement.

2 13. Defendants operate cancer treatment centers across California, employing non-
3 exempt workers who provide patient care and clinical support.

4 14. Plaintiff Julie Ojeda, along with the Aggrieved Employees, was employed in a non-
5 exempt position during the relevant period.

6 15. On June 16, 2023, Plaintiff provided notice to Defendants and the Labor and
7 Workforce Development Agency pursuant to Labor Code section 2699.3.

8 16. On October 2, 2023, Plaintiff filed this action asserting claims for unpaid wages, meal
9 and rest period violations, unreimbursed expenses, wage statement violations, and waiting time
10 penalties.

11 17. Defendants subsequently presented an arbitration agreement purportedly binding the
12 parties and moved to compel arbitration in accordance therewith. Defendants' motion was granted,
13 whereby the court ordered Plaintiff to arbitrate her claims against Defendants on an individual
14 basis, including her individual PAGA claims, and stayed Plaintiff's non-individual PAGA claims.
15 Plaintiff thereafter submitted her individual claims to arbitration. The parties selected Noah D.
16 Lebowitz as arbitrator and proceeded to engage in arbitration proceedings. Over several months, the
17 parties attended arbitration status conferences, participated in arbitration discovery, including the
18 exchange of documents and employee data, and were prepared to proceed to an arbitration hearing
19 on the merits. It was only after this significant litigation and discovery had occurred that the parties
20 agreed to explore resolution through private mediation.

21 18. Prior to mediation, the Parties engaged in an informal exchange of relevant
22 information and documents. Defendants produced policy materials and a sampling of time and
23 payroll data, which allowed Plaintiff's counsel to evaluate liability, identify representative
24 violations, and develop a damages and penalties model, including analysis of rounding, meal and
25 rest period compliance, regular rate calculations, expense reimbursement, wage statement issues,
26 and waiting time penalties.

27 19. The Parties participated in a full-day mediation on October 24, 2025, before Phillip
28 Cha, Esq., and, with his assistance, reached a negotiated resolution of the claims.

20. Based on counsel's experience and evaluation of the risks, the proposed Settlement is fair, reasonable, and should be approved.

21. Based on years of experience litigating wage and hour and PAGA representative actions, the Settlement falls within a reasonable range of recovery given the facts and applicable law.

22. Plaintiff's counsel conducted a thorough investigation and diligently prosecuted this action, resulting in a favorable resolution.

23. In evaluating the Settlement, Plaintiff's counsel considered both potential maximum penalties and Defendants' defenses, including the Court's broad discretion under Labor Code section 2699(e)(2) to reduce PAGA penalties.

24. Defendants maintained that any potential penalties would be significantly reduced at trial, and Plaintiff's counsel appropriately discounted recovery to account for these risks.

25. The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
Gross Settlement Amount	\$735,000
PAGA Counsel Fees Payment	\$245,000
PAGA Counsel Litigation Expenses Payment	\$23,583.45
Administration Expenses Payment	\$7,500.00
Plaintiff's Service Award	10,000.00
PAGA Fund	\$448,916.55
75% to the LWDA	\$336,687.41
25% to Aggrieved Employees	\$112,229.14

26. As such, the LWDA will receive approximately \$336,687.41 (75 percent of the PAGA Fund) and the Aggrieved Employees will collectively receive approximately \$112,229.14 (25 percent of the PAGA Fund), which will be paid on a pro-rata basis according to the number of pay periods worked during the PAGA Period. The average payment to each aggrieved employee is approximately \$105.

27. Plaintiff estimates that Defendants' maximum potential penalty exposure was approximately \$3,500,000, based on approximately 35,000 PAGA Pay Periods and the statutory

1 \$100 per-pay-period penalty for a first violation.

2 28. As part of the Settlement, Plaintiff will request attorneys' fees not to exceed one-
3 third of the Gross Settlement Amount. Plaintiff's Counsel seeks \$245,000 in fees, plus \$23,583.45
4 in litigation costs, subject to Court approval.

5 29. This request is fair and reasonable in light of the substantial work performed, the
6 risks assumed, and the contingency-fee agreement with Plaintiff. The requested fees also account
7 for ongoing work related to settlement administration and communications with Aggrieved
8 Employees.

9 30. Plaintiff's Counsel prosecuted this matter on a contingency basis against a well-
10 represented defendant, assuming significant financial risk and foregoing other matters due to the
11 time and resources required.

12 31. The requested fees are reasonable given the results achieved and the benefits
13 provided to the LWDA and Aggrieved Employees.

14 32. The case involved meaningful risk of non-recovery of fees and costs, which courts
15 recognize as a relevant factor in awarding attorneys' fees. (See *Graham v. DaimlerChrysler Corp.*
16 (2004) 34 Cal.4th 553, 583.)

17 33. I have devoted substantial time and effort to the prosecution of this action. My
18 current hourly rate is \$725, and I have expended approximately 100.5 hours on this matter, resulting
19 in a lodestar of \$72,862.50. Co-counsel, Mehrdad Bokhour, who has approximately 14 years of
20 experience, billed at an hourly rate of \$750 and expended 115 hours, resulting in a lodestar of
21 \$86,250. In total, counsel have collectively expended 215.5 hours, for a combined lodestar of
22 \$159,112.50. The work performed in this case included, among other things, pre-filing
23 investigation, preparation of the PAGA notice, drafting of the complaint, case management, motion
24 practice—including a motion to compel arbitration—participation in arbitration proceedings, formal
25 discovery, extensive informal discovery and analysis in preparation for mediation, mediation and
26 settlement negotiations, and preparation of the PAGA approval motion. Additional time is also
27 anticipated to oversee settlement administration and ensure full implementation of the Settlement.
28 The hours expended were reasonable and necessary given the nature of the claims, the procedural

posture of the case, and the results achieved.

34. Plaintiff's Counsel's combined lodestar is \$159,112.50, resulting in a modest multiplier of approximately 1.53, further demonstrating that the requested fees are reasonable.

Lodestar Summary

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	14 years	\$750	115 ¹	\$86,250
Joshua Falakassa	13 years	\$725	100.5	\$72,82.50
TOTAL				\$159,112.50

35. Below is Counsel's task-based summary with hours spent on each task:

Task	Mehrdad Bokhour	Joshua Falakassa
Pre-filing Investigation	5	5
PAGA Notice	3	3
Complaint	6	3
Case Management	7	5
Motion to Compel Arbitration	12	20
Arbitration Proceedings	22	15
Informal Discovery for Mediation	20	20
Mediation/Settlement	20	15
PAGA Approval Motion	5	5
Estimated Future Work	15	10
Total Hours	115	100.5

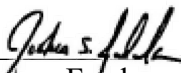
36. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff signed a fee split agreement that provides fees will be allocated between Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to Falakassa Law, P.C.

37. Based on my years of experience representing plaintiffs in wage and hour matters—including both PAGA representative actions and class actions—I believe the Parties' proposed settlement is fair, adequate, and reasonable in light of the applicable facts and law.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

¹ Includes an estimated 25 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.

1 Executed this 11th day of May 2026, at Los Angeles, California.

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5 Joshua Falakassa
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