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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

MIGUEL RAMOS, on behalf of himself, the State of California, and all other similarly situated aggrieved employees,

Plaintiff,

v.

BOTTEGA VENETA, INC., a New York Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV426555

Assigned to the Hon. Charles F. Adams

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

Hearing Information:

Date: January 8, 2026
Time: 1:30 p.m.
Dept.: 7

DECLARATION OF JOSHUA FALAKASSA

I, Joshua Falakassa, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would competently testify thereto. I am the principal of Falakassa Law, P.C., counsel of record for named Plaintiff Miguel Ramos ("Plaintiff").

2. Along with co-counsel The Bokhour Law Group P.C., my firm represents Plaintiff in his individual capacity, on behalf of the State of California as a private attorney general, and on behalf of other similarly situated aggrieved employees in this action against Bottega Veneta, Inc. ("Defendant") (together with Plaintiff, the "Parties").

3. I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement pursuant to the Private Attorneys General Act of 2004 ("Plaintiff's Motion").

4. I graduated with a Bachelor of Arts with a major in History and a minor in Public Affairs from the University of California, Los Angeles ("UCLA") in 2009. I graduated from the University of California, Berkeley School of Law ("Boalt Hall") in 2013 wherein I focused my legal studies on labor and employment law and was awarded a *Prosser Prize* for my academic achievement. I have been a member, in good standing, of the State Bar of California since 2013.

5. I am admitted to practice before all California state courts, and the United States District Court for the Central and Eastern Districts and have litigated class action and Private Attorney General Act ("PAGA") representative action cases in various superior courts in California.

6. I opened my law firm in 2016 with a concentration in representation of plaintiff-employees to recover unpaid wages and vindicate wrongful termination in various contexts. During my seven plus years of law practice, I have handled over 100 employees versus employer litigation matters. Over the last five years, my practice has almost entirely consisted of representing plaintiff-employees, the majority of which has included class action and representative action wage and hour matters.

7. In total, I have handled upwards of 90 class action and representative action wage/hour cases and have been appointed by the court as class counsel and have received final

court approval and judgment in several of those actions to date. 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. My firm has also been recognized by Topverdict.com for achieving some of the largest wage and hour and PAGA settlement in various counties across California.

8. My firm has the experience, resources, and means necessary to allow us to provide adequate representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is acting as co-counsel in at least thirty wage-and-hour class actions. I am experienced and qualified to evaluate the PAGA claims and viability of the defenses. I have extensive experience in prosecuting employment litigation and have focused my practice primarily on cases regarding wage and hour class actions and representative PAGA actions.

9. Defendant is a luxury Italian fashion house selling bags and luxury goods throughout its chain of retail boutiques in California.

10. Plaintiff Miguel Ramos was employed by Defendant as a non-exempt employee with the title of "Fashion Associate" and/or "Supervisor" out of Defendant's location at the Westfield Valley Fair Mail in San Jose, California. Plaintiff began working for Defendant in March 2022 and then separated from employment in May 2023. Plaintiff and other PAGA Members (including, but not limited to, associates, supervisors, managers, clerks, warehouse workers, and all other non-exempt positions) were responsible for all aspects of Defendant's business across the State of California. These employees were uniformly subjected to the same systemic wage and hour violations, driven by Defendant's common policies, procedures, and working conditions.

11. Plaintiff's lawsuit alleges that Defendant failed to pay all minimum and overtime wages and sick time wages; failed to provide compliant meal and rest periods; failed to reimburse business expenses; failed to issue accurate itemized wage statements and/or maintain records; and failed to timely pay wages during and upon separation of employment.

12. The Parties agreed to attend private mediation and put a hold on formal discovery.

13. The Parties selected Jeffrey Winikow, Esq. to serve as neutral mediator.

14. In advance of mediation, the Parties engaged in an informal exchange of relevant

information and documents. Defendant produced policy documents and a sampling of time and payroll records, which enabled PAGA Counsel to conduct a thorough analysis of liability exposure, identify representative violations, and formulate a damages and penalties model. As part of this informal discovery, PAGA Counsel analyzed issues including but not limited to, rounding practices, meal and rest period violations, regular rate miscalculations, expense reimbursements, wage statement violations, and late payment penalties. Plaintiff also reviewed applicable policies, practices, and pay data to evaluate the risks and potential recovery at trial.

15. Following these efforts, the Parties participated in a full-day mediation on December 9, 2024, before Jeffrey Winikow, Esq., a respected and experienced mediator of complex wage and hour class and PAGA actions. With the mediator's assistance, the Parties reached a negotiated resolution of the claims asserted in this action.

16. The Parties thereafter memorialized the material terms in a formal Private Attorneys General Act Settlement Agreement, which is now presented to the Court for review and approval

17. Based upon my experience and after factoring in the risks explained below, I believe that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I believe that the PAGA Settlement Agreement be approved.

18. This experience helps assess the reasonableness of settlements such as the one at issue here. Based on my years of experience representing plaintiffs in wage and hour cases, including PAGA representative and class actions, the Settlement herein is fair, adequate, and reasonable under the facts and law applicable to this case.

19. I have performed substantial work and diligently investigated and prosecuted this case to a successful conclusion. I believe this Settlement to be fair, reasonable, and adequate.

20. In evaluating the fairness and reasonableness of this proposed Settlement, my co-counsel and I had to consider both the potential maximum and Defendant's various defenses. This is significant because in a PAGA action, the Court has the same discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified by PAGA if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust,

arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2). Such considerations include Defendant' defenses to the alleged claims.

21. In the end, Defendant urged that the trial court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims. As a result, Plaintiff's Counsel made appropriate discounts for the associated risks.

22. As part of the Settlement, the Parties have agreed that Plaintiff will request a PAGA Counsel Fees Payment in an amount not to exceed one-third of the Gross settlement amount. Here, Plaintiff's Counsel is seeking one-third (33.33%) of the Gross Settlement Amount, thus $33,333.33, subject to court approval, plus actual litigation costs for $18,241.00.

23. This request is fair, reasonable, and adequate to compensate Plaintiff's Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. Additionally, it is consistent with the contingency-fee agreement entered into by the named Plaintiff. The attorneys' fees award is intended to reimburse Plaintiff's Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement, communicating with Aggrieved Employees regarding their Individual PAGA Payment checks, and communicating with the Settlement Administrator regarding the administration of the Settlement, if it is approved.

24. My firm along with The Bokhour Law Group, P.C., took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved, or one bad case can destroy years of work. Accordingly, when we take contingent cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours a day is limited. Because of this, when we take on one particular matter, we are unable to take on other matters. When my firm became involved in this case, we realized the time commitment it would entail and were forced to turn down matters we otherwise should have been able to handle.

25. The requested attorneys' fees are reasonable for the services provided to the LWDA and the Aggrieved Employees and for the benefits they are to receive.

26. Here, PAGA Counsel requests fees in the amount of $33,33.33, representing one-third of the Total Settlement Amount. As set forth in the declarations of PAGA Counsel submitted herewith, this fee represents a negative multiplier when cross-checked against their actual lodestar, which totals $47,250.00. The table below summarizes the lodestar calculation:

Lodestar Summary

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	$700	40.5	$28,350.00
Joshua Falakassa	12 years	$675	28.0[1]	$18,900.00
		TOTAL		$47,250.00

27. 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.

28. 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.

Executed this 3rd day of December 2025, at Los Angeles, California.

Joshua Falakassa

[1] Includes an estimated 5 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.