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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

TOU HER, RAMON TREJO, DONJA RAYQUON BROOKS, HERMINE ANEO, AURELIO MENDOZA, NICHOLAS ABLES, RONALD MCDILL, DERREONTE WALLACE, BRANDON LUBNER; CEDRICK JACKSON, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

TONY'S FINE FOODS, a California corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV007645

Assigned to Hon. Jill H. Talley

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

HEARING INFORMATION

Date: November 20, 2026
Time: 9:00 a.m.
Dept.: 8A

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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, together with the other proposed Class Counsel, I represent Plaintiffs Tou Her, Ramon Trejo, Donja Rayquon Brooks, Hermine Aneo, Aurelio Mendoza, Nicholas Ables, Ronald McDill, Derreonte Wallace, Brandon Lubner, and Cedrick Jackson ("Plaintiffs") and the Settlement 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 submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3. 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 ("Berkeley Law") 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.

4. 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.

5. I started 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 ten plus years of law practice, I have handled 100s of employee 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.

6. In total, I have handled upwards of 100 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 2017-2026, a distinction that is reserved for the top

2.5% of lawyers in the practice area. I have also obtained some of the top wage and hour settlements in 2021-2024 as published by TopVerdicts.com.

7. Following mediation and subsequent negotiations, Plaintiffs and Defendant Tony's Fine Foods ("Defendant") (collectively, the "Parties") reached a Class Action and PAGA Settlement Agreement resolving the wage and hour claims addressed therein ("Settlement Agreement" and/or "Settlement"). A true and correct copy of the Settlement Agreement, consisting of the agreement and collected signature counterparts, is attached as Exhibit "A." to the accompanying Declaration of Mehrdad Bokhour.

8. Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel's application for an award of attorneys' fees not to exceed $735,000, representing 35% of the Gross Settlement Amount, reimbursement of Class Counsel's litigation expenses not to exceed $50,000, Settlement Administration Expenses not to exceed $20,000, PAGA penalties in the total amount of $200,000, of which $150,000 or 75 percent will be paid to the California Labor and Workforce Development Agency and $50,000 or 25 percent will be paid to the PAGA Members, and a Class Representative Service Payment not to exceed $5,000 to each named Plaintiff, for a total not to exceed $50,000.

9. 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. Plaintiffs respectfully request 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 Plaintiffs as Class Representative and appointing Bokhour Law Group, P.C., Falakassa Law, P.C., Capstone Law APC, Justice Law Corporation, and Moon Law Group, P.C. as Class Counsel for settlement purposes only; (5) appointing ILYM Group as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

10. As further detailed in the accompanying Declaration of Mehrdad Bokhour, given the

realistic value of Plaintiffs' claims, the $2,100,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 39% of Plaintiffs' risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class.

11. 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 Plaintiffs 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.

12. The Settlement will result in a fair payment to each Settlement Class Member based on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiffs 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 Plaintiffs and the Settlement Class, and is a fair and reasonable.

13. In my capacity as Class Counsel, I have devoted substantial time and effort to investigating, prosecuting, evaluating, and negotiating the resolution of the claims asserted in this Action. Based on my experience litigating complex wage-and-hour class actions, my familiarity with the facts and legal issues presented, and my assessment of the risks associated with continued litigation, I firmly believe that the proposed Settlement represents a fair, reasonable, and adequate resolution of the claims asserted on behalf of the Settlement Class.

14. In negotiating the Settlement, I, together with my co-counsel, drew upon our extensive collective experience prosecuting complex employment and wage-and-hour class actions. Our evaluation of the case was informed by substantial investigation, informal discovery, documentary review, and detailed analysis of the class-wide data produced by Defendant. Specifically, we reviewed and evaluated Defendant's employment policies and procedures, personnel records, wage statements, timekeeping records, and other relevant documents. We also conducted extensive sampling, analysis, and extrapolation of the class-wide payroll and timekeeping data, including expert-assisted evaluations of Defendant's potential exposure. This comprehensive investigation enabled me and my co-counsel to meaningfully assess the strengths and weaknesses of the asserted claims, evaluate Defendant's anticipated defenses, estimate potential class-wide damages and penalties, and engage in informed, arm's-length settlement negotiations.

15. Based on my substantial experience litigating wage-and-hour class actions, I believe that my firm and co-counsel possess the requisite knowledge, skill, and experience to competently evaluate the merits of the claims, the viability of Defendant's defenses, and the reasonableness of the proposed Settlement. In reaching my conclusion that the Settlement is fair, reasonable, and adequate, I carefully considered not merely the maximum theoretical recovery, but also the substantial legal, factual, and procedural obstacles that could materially diminish or altogether preclude recovery. These include the risks associated with obtaining and maintaining class certification, prevailing on contested liability issues, establishing class-wide damages, and successfully defending any favorable judgment on appeal. In my professional judgment, the Settlement provides meaningful monetary relief to Settlement Class Members while eliminating the considerable uncertainty, expense, and delay associated with continued litigation. I therefore believe that the Settlement represents a favorable outcome and serves the best interests of the Settlement Class.

16. After thoroughly evaluating the relevant evidence, applicable law, contested claims and defenses, and risks of further litigation, I fully endorse the terms and conditions of the Settlement Agreement. I understand that Defendant's counsel likewise supports the proposed

resolution. In my judgment, the Settlement reflects a reasonable and carefully negotiated compromise between experienced counsel who were fully informed of the strengths and weaknesses of their respective positions. I believe the Settlement was reached through genuine arm's-length negotiations and represents a fair and appropriate resolution of this Action.

17. My firm undertook the prosecution of this Action on a contingent-fee basis, assuming the substantial financial risks associated with complex class action litigation without any guarantee of compensation or reimbursement. From the outset, both the ultimate outcome of the litigation and the prospect of recovering attorneys' fees and litigation expenses were uncertain. Throughout the Action, my firm and co-counsel committed significant attorney time and financial resources to investigating and prosecuting the claims, including advancing filing fees, mediation expenses, expert costs, and other necessary litigation expenditures. These commitments were undertaken notwithstanding the possibility that the litigation could result in no recovery whatsoever, leaving Class Counsel uncompensated for their efforts and unable to recover the substantial expenses advanced.

18. Moreover, an unsuccessful outcome could have exposed Plaintiffs to an adverse award of recoverable litigation costs. The contingent nature of our representation, the substantial financial commitments undertaken, and the risks of nonpayment further underscore the significance of the result achieved for the Settlement Class.

19. Pursuant to Section 3.2.1.2 of the Settlement Agreement, Class Counsel may seek an award of attorneys' fees not exceeding thirty-five percent (35%) of the Gross Settlement Amount, equivalent to $735,000, subject to the Court's independent review and determination of reasonableness. Defendant has agreed not to oppose a fee request consistent with the Settlement Agreement.

20. In my professional judgment, the contemplated fee request is reasonable in light of the substantial work performed, the complexity of the legal and factual issues presented, the considerable risks assumed by Class Counsel in prosecuting this Action on a contingent basis, and the monetary relief secured for the Settlement Class. At the time of final approval, Class Counsel will submit evidence supporting the requested award, including the nature and extent of the services

performed, attorney hours expended, applicable hourly rates, contingent risks undertaken, and results achieved.

21. Under the executed Joint Prosecution and Attorney Fee Split Agreement, any attorneys' fee award will be divided as follows: 25% to Bokhour Law Group, P.C.; 25% to Falakassa Law, PC; 22% to Capstone Law APC; 14% to Justice Law Corporation; and 14% to Moon Law Group, P.C.

22. 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. Plaintiffs 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 27th day of October 2026, in Los Angeles, California.

By: _____
Joshua Falakassa, Esq.