

1 Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com

2 Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com

3 Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com

4 **BLACKSTONE LAW, APC**

5 8383 Wilshire Boulevard, Suite 745

6 Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

7 Attorneys for Plaintiff Michael Casas and the Class

8 *[Additional counsel listed on next page]*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN BERNARDINO**

12 MICHAEL CASAS and RESHAUN
13 HARRIS, individually, and on behalf of other
14 similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act,

15 Plaintiffs,

16 vs.

17 ENCORR SHEETS, LLC, a Delaware limited
18 liability company; and DOES 1 through 25,
19 inclusive,

20 Defendants.

Case No.: CIVSB2319925

Honorable David E. Driscoll
Department S22-SBJC

**DECLARATION OF JOSHUA FALAKASSA
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL**

Date: January 15, 2026

Time: 8:30 a.m.

Dept: S22-SBJC

Complaint Filed: August 23, 2023

FAC Filed: July 21, 2025

Trial Date: Not Set

1 **BOKHOUR LAW GROUP, P.C.**

Mehrdad Bokhour, Esq., CA Bar No. 285256

2 mehrdad@bokhourlaw.com

3 1901 Avenue of the Stars, Suite 920

Los Angeles, California 90067

4 Tel: (310) 975-1493 / Fax: (310) 675-0861

5 **FALAKASSA LAW, P.C.**

Joshua S. Falakassa, CA Bar No. 295045

6 josh@falakassalaw.com

7 1901 Avenue of the Stars, Suite 920

Los Angeles, California 90067

8 Tel: (818) 456-6168 / Fax: (888) 505-0868

9 Attorneys for Plaintiff Reshaun and the Class

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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. as attorney of record along with The Bokhour Law Group, P.C., and Blackstone Law, P.C., for Plaintiffs and the Settlement Class.

3. 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. 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.

6. Thereafter, as principal of Falakassa Law, P.C., I have handled well over 100 employee vs. employer litigation matters, including more than 40 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 100 class action and representative action

1 wage/hour cases.

2 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
3 the years 2017 thru 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
4 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50
5 wage and hour class and PAGA settlements in California in 2021-2024

6 8. Currently, my firm is acting as co-counsel in at least fifty wage-and-hour class
7 actions.

8 9. Class Counsel are respected members of the California Bar with strong records
9 of vigorous and effective advocacy for their clients, and they are experienced in handling
10 complex class action litigation. Both Class Counsel and Plaintiffs were prepared to litigate the
11 claims in this action, but they strongly and unequivocally support the proposed Settlement as
12 being in the best interest of the Settlement Class based on the circumstances referenced herein.

13 10. In the opinion of Class Counsel, the recovery for each Settlement Class Member
14 is well within the acceptable range for this type of action. This Settlement is also favorable
15 given that the Settlement Class will promptly receive compensation rather than facing
16 uncertainties inherent in further litigation and waiting years for this action to be tried. It is also
17 telling that the Settlement Class have overwhelmingly supported the Settlement on the terms
18 set forth in the Settlement Agreement. No Settlement Class Member has objected to the class-
19 wide Settlement obtained in this matter, and no Settlement Class Member has requested
20 exclusion from the Settlement. Based on all considerations, this Settlement is highly favorable
21 and is in the best interests of the Settlement Class.

22 11. In sum, all relevant factors support final approval of the Settlement. The parties
23 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
24 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,
25 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides
26 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed
27 requesting denial of final approval, and no requests for exclusion from the Settlement, weighs
28 strongly in favor of approving the Settlement. For these reasons, this Court should conclude

1 that under the circumstances of this case, the proposed Settlement is fair, adequate, and well
2 within the range of reasonableness.

3 12. Class Counsel's application for an award of Attorneys' Fees in an amount of
4 approximately one-third of the Gross Settlement Amount on behalf of the Settlement Class is
5 reasonable and fair. The requested fee falls within the lower end of the Ninth Circuit's historical
6 benchmark for attorneys' fees, which ranges from 20% to 40% of a common fund. It is fair
7 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
8 contingent basis.

9 13. For my office, the fees here were wholly contingent in nature, and the case
10 presented far more risk than the usual contingent fee case. There was the prospect of the
11 enormous cost inherent in class action litigation and a long battle with a corporate Defendant.
12 That prospect has become a reality in trial courts and the Court of Appeal in other wage and
13 hour class litigations. My office risked not only a great deal of time but also a great deal of
14 expense to ensure the successful litigation of this action on behalf of all Settlement Class
15 Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award
16 Attorneys' Fees as requested.

17 14. Since the inception of this case to the present, I have worked approximately 20
18 hours on this case, and my hourly rate is \$725. Accordingly, this results in a total lodestar
19 amount of \$14,500.

20 15. The ultimate result was far from certain. When this case was taken on a
21 contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the
22 course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees,
23 and mediation costs. There was never a guarantee that we would recoup those expenditures.

24 16. It has been my experience that the benchmark for an attorney fee award in
25 California state cases is one-third of a common settlement fund, a standard upheld by the
26 California Supreme Court in the *Robert Half* case. Here, in accordance with the Settlement
27 Agreement, Class Counsel is seeking a fee of one-third of the Settlement Amount.

28 17. The fee is warranted because of the results achieved for the Settlement Class

Members, both in terms of the immediate cash settlement and the fact that the Settlement Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

18. Pursuant to California Rule of Court 3.769, Class Counsel hereby discloses the existence of a Joint Prosecution and Fee Splitting Agreement among the counsel representing plaintiffs in the consolidated litigation. Under this agreement, any attorneys' fees awarded by the Court will be allocated among counsel as follows:

- Bokhour Law Group, P.C. – 10%;
- Falakassa Law, P.C. – 10%; and
- Blackstone Law APC – 80%

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 3rd day of December 2025, at Los Angeles, California.

/s/ Joshua Falakassa

Joshua Falakassa