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11 Attorneys for Plaintiff LAVONTRA BREAUX, Individually, and on behalf of other members of the
12 general public similarly situated

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF LOS ANGELES

15 VANESSA HERNANDEZ, LAVONTRA
16 BREAUX, NARON TRIPLETT, and NATALIE
17 FLORES Individually, and on behalf of other
18 members of the general public similarly situated

19 Plaintiff,

20 v.

21 PANDORA JEWELRY LLC, a Maryland Limited
22 Liability Company; PANDORA VENTURES,
23 LLC, a Maryland Limited Liability Company; and
24 DOES 1-10, inclusive

25 Defendants

Case No. 24STCV04554

Related Case Nos.: 23SMCV04825;
24SMCV00844; 24STCV04697; and
24STCV15396]

DECLARATION OF JOSHUA FALAKASSA

Department 12
Hon. Carolyn B. Kuhl

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 I serve as attorney of record for Plaintiff Lavontra Breaux, Natalie Flores, Naron Triplett, and Vanessa Hernandez (collectively, “Plaintiffs”) and the Putative Class.

2. 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.

3. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

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 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 90 class action and representative action wage/hour cases.

1 8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the
2 years 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I have
3 also been recognized by Topverdicts.com for achieving Top 20 and Top 50 wage and hour class and/or
4 PAGA action settlements in California in 2021, 2022, 2023, and 2024.

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

13 10. Plaintiffs’ counsel pursued this matter with diligence and persistence, engaging in
14 discovery, analysis of class-wide data, and significant law and motion work. We conducted detailed
15 damages modeling and consulted with experts to quantify the value of the claims and ensure that the
16 settlement achieved was grounded in evidentiary and legal reality. These efforts culminated in a
17 settlement that meaningfully compensates Class Members for their alleged losses.

18 11. Given the inherent risks of continued litigation, including disputed legal and factual
19 issues, Plaintiffs’ counsel firmly believes that the proposed Settlement is fair, reasonable, and adequate.
20 The resolution was the result of arm’s-length negotiations between experienced counsel, facilitated by
21 an accomplished mediator with extensive experience in wage-and-hour class actions. The Settlement
22 was reached only after an extensive exchange of relevant data and documents, allowing both parties to
23 make informed decisions. Accordingly, Plaintiffs respectfully request that the Court grant preliminary
24 approval, conditionally certify the proposed Class under Code of Civil Procedure § 382 for settlement
25 purposes, approve the Class Notice, appoint Plaintiffs’ counsel as Class Counsel, appoint the
26 Settlement Administrator, and schedule a hearing for final approval.

27 12. The Settlement is the product of extensive, adversarial, and non-collusive negotiations
28 conducted at arm’s length between the Parties, with the guidance of a neutral mediator well-versed in
wage-and-hour law. Although discussions were professional and constructive, they were also hard-
fought and rooted in rigorous advocacy. The result reflects a balanced compromise achieved only after

1 both sides thoroughly evaluated the evidence and litigation risks.

2 13. While Plaintiffs and Class Counsel remain confident in the strength of the claims and
3 their ability to secure class certification, they also recognize the substantial risks, costs, and complexity
4 inherent in continued litigation. Those risks include potential adverse rulings at class certification,
5 summary judgment, trial, or on appeal, which could significantly delay or eliminate recovery for Class
6 Members. Had Defendant prevailed on any of its asserted defenses, the Class might have received little
7 or no compensation. In light of these considerations, Plaintiffs and Class Counsel believe the
8 Settlement represents an excellent and pragmatic result under the circumstances.

9 14. The Settlement provides for fair, equitable, and proportionate payments to each Class
10 Member based on the number of compensable workweeks worked during the Class Period. Plaintiffs
11 and their counsel conducted a diligent investigation of both the claims and the defenses, with the
12 objective of maximizing recovery while avoiding the additional expense, risk, and delay associated
13 with protracted litigation. After carefully balancing the uncertainties of trial against the guaranteed
14 benefits of the negotiated resolution, Plaintiffs and their counsel are confident that the Settlement is
15 fair, reasonable, and in the best interest of the Class.

16 15. Plaintiffs' counsel brought extensive experience and careful judgment to the negotiation
17 process. Our work included informal and formal discovery, data sampling, expert analysis, and review
18 of thousands of pages of documents, including personnel files, wage statements, and timekeeping
19 records. We performed detailed extrapolations of class-wide data to assess potential damages and
20 evaluate Defendant's compliance with California wage-and-hour laws. These analyses ensured that the
21 Settlement was informed by a clear understanding of both the factual record and applicable legal
22 standards.

23 16. Based on our collective experience in complex wage-and-hour class and PAGA actions,
24 Plaintiffs' counsel is well qualified to assess the merits of the Class claims and the viability of
25 Defendant's defenses. In our professional judgment, the monetary relief afforded to Class Members
26 under the Settlement is both fair and substantial. Settlement at this juncture serves the best interests of
27 the Class by providing immediate, meaningful compensation while avoiding the risks, costs, and delays
28 associated with trial and appellate proceedings.

17. Plaintiffs' counsel, as well as Defendant's counsel, fully support and endorse the
Settlement Agreement. The terms were negotiated in good faith and reflect a balanced compromise that

1 advances the interests of all Class Members.

2 18. The Settlement Amount represents a reasonable compromise reached after thorough
3 evaluation of the legal and factual disputes, including challenges surrounding class certification,
4 damages, and Defendant's asserted defenses. Importantly, the Settlement provides for direct monetary
5 relief to Class Members with no reversion to Defendant, thereby ensuring that the full value of the
6 Settlement benefits the Class.

7 19. For all of the foregoing reasons, Plaintiffs respectfully request that the Court grant
8 preliminary approval of the Settlement as fair, reasonable, and adequate; preliminarily approve the
9 requested attorneys' fees, costs, and service award; and set a hearing for final approval of the
10 Settlement.

11 20. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs entered
12 into a Joint Prosecution Agreement with their counsel of record. The JPA governs the division of
13 responsibilities and attorneys' fees among counsel, and Plaintiffs provided informed written consent after
14 full disclosure.

15 21. The proposed Class Notice and proposed plan for the Settlement Administrator to mail the
16 Class Notice to the last known address of all Class Members complies with all the requirements of
17 California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Class Notice include (1) the
18 material terms of the Settlement; (2) the proposed attorneys' fees and costs and the Settlement
19 Administration Costs; (3) details about the final fairness hearing and how Class Members may elect to
20 exclude themselves or make an objection; and (4) how Class Members can obtain additional information.

21 I declare under penalty of perjury under the laws of the state of California that the foregoing is
22 true and correct on this 19th day of November 2025, in Los Angeles, California.

23 */s/ Joshua Falakassa*

24 By: _____
25 Joshua Falakassa
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