**FALAKASSA LAW, P.C.**
Joshua S. Falakassa, CA Bar No. 295045
*josh@falakassalaw.com*
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

**BOKHOUR LAW GROUP, P.C.**
Mehrdad Bokhour, Esq., CA Bar No. 285256
*mehrdad@bokhourlaw.com*
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiffs and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF STANISLAUS**

| | |
|---|---|
| Coordination Proceeding Special Title (Rule 3.550)<br><br>CLARK PEST CONTROL WAGE AND HOUR CASES<br><br>Sorto v. Clark Pest Control of Stockton, Inc., et al. (Santa Clara Superior Court, No. 24CV428713)<br><br>Silva v. Clark Pest Control, et al.<br><br>(Stanislaus Superior Court, No. CV-23-007505 | JCCP Case No: 5327<br><br>Assigned to the Hon. John R. Mayne as Coordination Trial Judge, Dept. 2<br><br>**DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT**<br><br>**<u>Hearing Information:</u>**<br><br>Date: September 15, 2026<br>Time: 8:30 a.m.<br>Dept.: 21 |

## 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.

2. I am the principal of Falakassa Law, P.C., co-counsel of record for named Plaintiffs Tao Silva ("Plaintiffs"). Along with co-counsel The Bokhour Law Group, P.C. and Bibiyan Law Group, P.C., my firm represents Plaintiffs in their 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 Clark Pest Control of Stockton, Inc. ("Defendant") (together with Plaintiffs, the "Parties").

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

5. I am admitted to practice before all California state courts, and the United States District Court for the Central, Northern, 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 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 seven plus years of law practice, I have handled over 100 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.

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 successfully obtained Top Settlements for wage and hour class/PAGA actions in many counties across California as listed on topverdict.com.

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

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

10. Based on my experience litigating wage-and-hour matters, including PAGA representative actions and class actions, and after carefully considering the factual and legal issues presented, the evidence developed through the Parties' investigation and discovery, Defendant's defenses, and the substantial risks and uncertainties associated with continued litigation, it is my opinion that the proposed PAGA Settlement is fair, reasonable, and provides a substantial benefit to the LWDA and the Aggrieved Employees. For these reasons, and those discussed below, I strongly support approval of the PAGA Settlement Agreement (the "Settlement Agreement" or "Settlement").

11. I have substantial experience representing employees in complex wage-and-hour litigation, including representative PAGA actions and class actions. That experience informs my assessment of both the potential value of the claims and the significant risks inherent in litigating those claims through trial and any subsequent appeal. Based upon my experience and my familiarity with the facts, evidence, claims, defenses, and procedural history of this Action, I believe the Settlement represents a favorable and well-informed resolution of genuinely disputed claims.

12. My co-counsel and I have devoted substantial time and resources to investigating, developing, and prosecuting this Action. Our work provided us with sufficient information to meaningfully evaluate the strengths and weaknesses of Plaintiffs' claims, Defendant's defenses, the potential PAGA exposure, and the likelihood of achieving a greater recovery through continued litigation. The Settlement was therefore not reached prematurely or without an adequate factual foundation. Rather, it represents the product of informed judgment following substantial investigation, analysis, and adversarial negotiations.

13. In evaluating the Settlement, my co-counsel and I considered not merely the theoretical maximum penalties that might be calculated under PAGA, but the realistic recovery that could be achieved after accounting for disputed liability, the frequency of the alleged violations, Defendant's defenses, evidentiary and manageability considerations, and the Court's statutory discretion concerning the amount of any civil penalties ultimately imposed. Labor Code section 2699(e)(2) authorizes the Court to award less than the maximum statutory penalties where, based upon the facts and circumstances of the particular case, the maximum award would be unjust, arbitrary and oppressive, or confiscatory. Accordingly, even if Plaintiffs established liability as to one or more alleged violations, there remained substantial uncertainty regarding the amount of penalties that ultimately would be awarded.

14. Defendant vigorously disputed liability and maintained that no PAGA penalties were warranted. Defendant further maintained that, even if Plaintiffs established one or more Labor Code violations, the evidence would not support imposing maximum penalties across every PAGA Pay Period and that the Court should exercise its discretion to substantially reduce any penalty award.

My co-counsel and I carefully considered these arguments, together with the factual and legal risks associated with proving the alleged violations, in evaluating the Settlement. The negotiated recovery therefore reflects appropriate litigation-risk adjustments rather than an assumption that Plaintiffs would establish every alleged violation and recover maximum statutory penalties at trial.

15. The Settlement provides that Plaintiffs may request a PAGA Counsel Fees Payment not exceeding one-third of the Gross Settlement Amount, subject to Court approval. Plaintiffs' Counsel accordingly request attorneys' fees of $264,763.66, representing one-third of the Gross Settlement Amount.

16. In my opinion, the requested fee is fair and reasonable in light of the substantial work performed, the complexity and duration of the litigation, the contingent nature of the representation, the risks assumed by Plaintiffs' Counsel, and the result achieved for the LWDA and Aggrieved Employees. The requested fee is also consistent with the contingency-fee arrangement entered into by the named Plaintiffs. Moreover, Plaintiffs' Counsel's responsibilities will not end upon approval. Counsel will continue to devote time to overseeing implementation and administration of the Settlement, communicating with Aggrieved Employees concerning their Individual PAGA Payments, addressing issues that may arise during administration, and working with the Settlement Administrator to ensure that the Settlement is properly implemented.

17. My firm undertook this Action entirely on a contingent-fee basis. From the outset, there was no guarantee that Plaintiffs would prevail, that any recovery would be obtained, or that my firm would receive compensation for the substantial attorney time and resources devoted to the matter. My firm nevertheless committed the personnel, time, and resources necessary to prosecute the Action against a represented and well-resourced Defendant. By accepting this representation, my firm also necessarily forewent other matters because attorney time and firm resources committed to this Action could not simultaneously be devoted to other fee-generating work. The requested fee appropriately recognizes both the substantial work performed and the genuine risk of non-payment inherent in contingent litigation of this nature.

18. I therefore believe the requested attorneys' fees are reasonable in relation to the services performed, the risks undertaken, and, most importantly, the monetary and enforcement

benefits obtained on behalf of the LWDA and Aggrieved Employees.

19. Plaintiffs' Counsel also faced a significant risk that they would receive no attorneys' fees and would not recover the litigation expenses advanced if Plaintiffs were unsuccessful, if the Action were otherwise resolved without a recovery, or if the Settlement were not approved. This risk is substantial in contingent litigation and is appropriately considered in evaluating the reasonableness of a fee request. (See *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 583.)

20. I have devoted substantial attorney time to the investigation, prosecution, and resolution of this Action. To date, I have incurred approximately 36 hours performing work reasonably necessary to prosecute and resolve this matter, including investigating and analyzing the factual and legal issues presented by Plaintiffs' claims; opposition to arbitration agreement; reviewing and analyzing discovery, payroll, timekeeping, and other employment records; researching applicable wage-and-hour and PAGA law; conferring with my co-counsel regarding litigation strategy, damages, depositions, and potential PAGA exposure; participating in settlement strategy and negotiations; preparing for and participating in mediation; reviewing and negotiating the Settlement Agreement; and assisting with the preparation of the papers necessary to obtain approval of the Settlement.

21. My customary hourly rate for this work is $725 per hour, resulting in an individual lodestar of $26,100. Based upon my experience litigating complex wage-and-hour, class, and PAGA matters, as well as my knowledge of the prevailing rates charged by attorneys of comparable experience performing similar work in California, I believe that my hourly rate of $725 is reasonable and appropriate for the work performed in this Action.

22. Based upon my review of the time incurred by Plaintiffs' Counsel in this Action, the aggregate lodestar incurred in investigating, prosecuting, and resolving this matter is approximately $506,000 including my individual lodestar of $26,100, based upon 36 hours of attorney time at my customary hourly rate of $725. In comparison, Plaintiffs' Counsel seek only $264,763.66 in attorneys' fees. Accordingly, the requested fee represents only approximately 0.56% of Plaintiffs' Counsel's aggregate lodestar and results in a substantial negative multiplier of approximately.

23. In my experience, the fact that Plaintiffs' Counsel are requesting substantially less than the reasonable value of the attorney time actually devoted to this Action strongly supports the reasonableness of the requested fee and confirms that the requested one-third award does not constitute a windfall to counsel.

24. The aggregate lodestar actually incurred by the attorneys who worked on this matter is approximately $468,500. By comparison, Plaintiffs' Counsel request only $264,763.66 in attorneys' fees. Thus, the requested fee represents a multiplier of only approximately 0.56. Stated differently, Plaintiffs' Counsel seek a bit more than one-half of the value of the attorney time devoted to this Action. This substantial negative multiplier provides additional confirmation that the requested one-third fee is reasonable and does not constitute a windfall to counsel.

25. In compliance with Rule 1.5.1 of the California Rules of Professional Conduct, Plaintiffs entered into a written agreement concerning the division of attorneys' fees among Plaintiffs' Counsel. Under that agreement, any attorneys' fees awarded are allocated as follows: thirty percent (30%) to Bokhour Law Group, P.C.; thirty percent (30%) to Falakassa Law, P.C.; and forty percent (40%) to Bibiyan Law Group, P.C.

26. Considering the substantial investigation and litigation undertaken, the disputed nature of the claims, Defendant's defenses, the risks associated with establishing liability and recovering PAGA penalties, the Court's discretion concerning the ultimate penalty award, and the immediate and certain benefits provided by the Settlement, I believe the proposed Settlement represents an excellent result for the LWDA and the Aggrieved Employees. In my professional judgment, the Settlement is fair, reasonable, and consistent with PAGA's enforcement objectives, and I respectfully recommend that the Court approve it.

27. Finally, I have no affiliation with, financial interest in, or other relationship with the proposed *cy pres* recipient. I have not received, and do not expect to receive, any direct or indirect benefit from the proposed *cy pres* award.

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

Executed this 21st day of August 2026, at Los Angeles, California.

Joshua Falakassa, Esq.