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9 Attorneys for Plaintiffs and the Aggrieved Employees

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

11 **FOR THE COUNTY OF ORANGE**

12 DAVID AVILA and DAVID JUAREZ, on
13 behalf of the State of California, as private
attorneys general,

14 Plaintiffs,

15 v.
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17 BEHR PROCESS CORPORATION, a
California Corporation; and DOES 1-50,
18 inclusive.

19 Defendants.
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CASE NO.: 30-2023-01366549-CU-OE-CXC

Assigned to the Hon. William D. Cluster

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

Hearing Information:

Date: October 24, 2025

Time: 9:00 a.m.

Dept.: CX101

Reservation No.: 74636772

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1 Employment Litigation during the years 2017 thru 2025, a distinction that is reserved for the top 2.5%
2 of lawyers in the practice area.

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

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

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

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

18 11. In evaluating the fairness and reasonableness of this proposed Settlement, my co-
19 counsel and I had to consider both the potential maximum and Defendant's various defenses. This is
20 significant because in a PAGA action, the Court has the same discretion "to assess a civil penalty"
21 that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount
22 than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances
23 of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
24 or confiscatory." Lab. Code § 2699(e)(2). Such considerations include Defendant's defenses to the
25 alleged claims.

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

13. The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
Gross Settlement Amount	\$560,000.00
PAGA Counsel Fees Payment	\$186,666.67
PAGA Counsel Litigation Expenses Payment	\$21,813.64
Administration Expenses Payment	\$4,000.00
Net Settlement Amount	\$347,502.49
75% to the LWDA	\$260,626.86
25% to PAGA Members	\$86,875.62

14. As such, the LWDA will receive approximately \$260,626.86 (75% of the Net Settlement Amount) and the PAGA Members will collectively receive approximately \$86,875.62 (25% of the Net Settlement Amount), which will be paid on a pro-rata basis according to the number of pay periods worked during the PAGA Period. The average payment to the PAGA Members is approximately \$173.76.

15. Moreover, as part of the Settlement, the Parties have agreed that Plaintiffs will request a PAGA Counsel Fees Payment in an amount not to exceed one-third of the Gross settlement amount. Here, Plaintiffs' Counsel is seeking one-third (33.33%) of the Gross Settlement Amount, thus \$186,666.67, subject to court approval, plus actual litigation costs for \$21,331.38.

16. This request is fair, reasonable, and adequate to compensate Plaintiffs' 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 Plaintiffs. The attorneys' fees award is intended to reimburse Plaintiffs' 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 PAGA Members regarding their Individual PAGA Payment checks, and communicating with the Settlement Administrator regarding the administration of the Settlement, if it is approved.

17. My firm took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take on contingent cases, we must pay careful attention to the economics involved, as one bad case can undo years of work. Accordingly, when we take on contingent cases, we anticipate that, if successful, we will receive a fee that exceeds our normal hourly

1 rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of
2 hours a day is limited. Because of this, when we take on one particular matter, we are unable to take
3 on other matters. When my firm became involved in this case, we realized the time commitment that
4 it would entail, and we were forced to turn down matters that we otherwise should have been able to
5 handle.

6 18. The requested attorneys' fees are reasonable for the services provided to the LWDA
7 and the PAGA Members and for the benefits they are to receive.

8 19. Moreover, the case involved significant risks of non-payment of attorneys' fees and
9 non-recovery of litigation costs if the Settlement was not granted approval, or if Plaintiffs did not
10 prevail. California courts consider the risks counsel takes in litigating a case where they may not
11 prevail on the merits in granting attorney's fees awards. *See Graham v. Daimler Chrysler Corp.*
12 (2004) 34 Cal.4th 553, 583.

13 20. The actual aggregated lodestar between the attorneys who worked on this case is
14 \$139,613.75. This results in a modest 1.33 multiplier, demonstrating that the requested fee is justified,
15 reasonable, and appropriate. The total lodestar is summarized in the following table:

16 **Lodestar Summary**

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	\$650	65.2	\$42,347.50
Joshua Falakassa	12 years	\$675	45.6	\$30,746.25
Kane Moon	18 years	\$950	22.4	\$21,280
Allen Feghali	11 years	\$900	15.5	\$13,950
Julie Sohyun Oh	4 years	\$700	44.7	\$31,290
TOTAL				\$139,613.75

24 21. Attached hereto as **Exhibit "A"** is a true and correct copy of my firm's time records
25 reflecting the hours worked in connection with this case.

26 22. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs
27 signed a fee split agreement that provides fees will be allocated between Class Counsel as follows:
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1 thirty five percent (35%) to the Bokhour Law Group, P.C.; thirty five percent (35%) to Falakassa
2 Law, P.C.; and 30% to Moon Law Group.

3 23. Based on my years of experience representing plaintiffs in wage and hour matters—
4 including both PAGA representative actions and class actions—I believe the Parties’ proposed
5 settlement is fair, adequate, and reasonable in light of the applicable facts and law.

6 24. Plaintiffs—each individually and on behalf of other allegedly aggrieved employees,
7 and acting as representatives of the State of California—brought this representative action for civil
8 penalties against their former employer, Defendant Behr Process LLC (formerly Behr Process
9 Corporation) under PAGA.

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

12 Executed this 18th day of August 2025, at Los Angeles, California.

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14 Joshua Falakassa
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EXHIBIT “A”

TRUE AND CORRECT COPY OF
FALAKASSA LAS’S BILLING ENTRIES

[SEE ATTACHED]

DAVID AVILA, ET AL. V. BEHR PROCESS CORPORATION

Table 1

<i>Task 1: Investigations/Complaint</i>			
Attorney	Rate	Hours	Fee
Joshua Falakassa	\$675	13.9	\$9,382.50
Subtotals for Task 1		13.9	\$9,382.50

<i>Task 3: Mediation/Settlement</i>			
Attorney	Rate	Hours	Fee
Joshua Falakassa	\$675	21.3	\$14,343.75
Subtotals for Task 4		21.3	\$14,343.75

<i>Task 4: PAGA Approval Motion</i>			
Attorney	Rate	Hours	Fee
Joshua Falakassa	\$675	3.9	\$2,632.50
Subtotals for Task 5		3.9	\$2,632.50

<i>Task 5: Estimated Future Work</i>			
Attorney	Rate	Hours	Fee
Joshua Falakassa	\$675	6.5	\$4,387.50
Subtotals for Task 6		6.5	\$4,387.50

Grand Total for All Attorneys		45.6	\$30,746.25
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DAVID AVILA, ET AL. V. BEHR PROCESS CORPORATION

Table 2

Attorney/Timekeeper	Rate	Task/Category	Hours	Fee
Joshua Falakassa <i>Falakassa Law , P.C.</i>	\$675	1. Investigations/ Complaint	13.9	\$9,382.50
		2. Mediation/Settlement	21.3	\$14,343.75
		3. PAGA Approval Motion	3.9	\$2,632.50
		4. Est. Future Work	6.5	\$4,387.50
		TOTAL for Mehrdad Bokhour	45.6	\$30,746.25

DAVID AVILA, ET AL. V. BEHR PROCESS CORPORATION

Detailed PAGA Counsel Time Records

11/27/2023	Joshua Falakassa	Conduct intake with client, and take notes	2.3	\$675	\$ 1,552.50	Investigations/Litigation
11/27/2023	Joshua Falakassa	Discuss with co-counsel to about pursuing class action case.	1	\$675	\$ 675.00	Investigations/Litigation
12/9/2023	Joshua Falakassa	Follow up with client in re. class action case and documents	2.5	\$675	\$ 1,687.50	Investigations/Litigation
12/9/2023	Joshua Falakassa	Draft, edit, and finalize PAGA letter	1	\$675	\$ 675.00	Investigations/Litigation
12/9/2023	Joshua Falakassa	Draft, edit and finalize class action complaint; review w client	1.3	\$675	\$ 877.50	Investigations/Litigation
12/29/2023	Joshua Falakassa	Review and analyze Plaintiff's Payroll Records; call w client	0.5	\$675	\$ 337.50	Investigations/Litigation
1/10/2024	Joshua Falakassa	Review and analyze Plaintiff's Employment Records	1.2	\$675	\$ 810.00	Investigations/Litigation
1/25/2024	Joshua Falakassa	Draft Joint Stipulation to Extend Defendant's Responsive Pleading Deadline	0.6	\$675	\$ 405.00	Investigations/Litigation
1/25/2024	Joshua Falakassa	Review and analyze Supplemental Employment Records and arbitration agreement and other documents	1.4	\$675	\$ 945.00	Investigations/Litigation
2/23/2024	Joshua Falakassa	Draft and edit/review Request for Dismissal of Class Claims and Supporting documents.	0.2	\$675	\$ 135.00	Investigations/Litigation
2/23/2024	Joshua Falakassa	Draft and finalize First Amended PAGA Complaint	0.5	\$675	\$ 337.50	Investigations/Litigation
2/29/2024	Joshua Falakassa	Review and analyze Order Dismissing Class Claims	0.25	\$675	\$ 168.75	Investigations/Litigation
4/8/2024	Joshua Falakassa	Draft the Joint Stipulation to Continue Initial Case Management Conference, Stay Responsive Deadline and Proposed Order	0.3	\$675	\$ 202.50	Investigations/Litigation
5/1/2024	Joshua Falakassa	Discuss and strategize in re. mediators and mediation	0.5	\$675	\$ 337.50	Mediation/Settlement
5/1/2024	Joshua Falakassa	Research mediators and fee schedules	0.7	\$675	\$ 472.50	Mediation/Settlement
1/5/2025	Joshua Falakassa	Discuss and strategize with co-counsel regarding mediation	3	\$675	\$ 2,025.00	Mediation/Settlement
1/6/2025	Joshua Falakassa	Draft and Finalize mediation brief. Attach Exhibits; speak with client; prepare for mediation	5.5	\$675	\$ 3,712.50	Mediation/Settlement
1/8/2025	Joshua Falakassa	Appear at Full Day Mediation	8	\$675	\$ 5,400.00	Mediation/Settlement
3/13/2025	Joshua Falakassa	Draft and edit Second Amended PAGA Complaint	0.5	\$675	\$ 337.50	Investigations/Litigation
3/13/2025	Joshua Falakassa	Draft and edit Supplemental PAGA letter	0.3	\$675	\$ 202.50	Investigations/Litigation
3/13/2025	Joshua Falakassa	Draft and edit Stipulation to File Second Amended PAGA Complaint; [Proposed] Order	0.25	\$675	\$ 168.75	Investigations/Litigation
4/20/2025	Joshua Falakassa	Discuss PAGA Settlement Agreement with Co-Counsel	1.3	\$675	\$ 877.50	Mediation/Settlement
4/20/2025	Joshua Falakassa	Draft and edit PAGA Settlement Agreement	1.8	\$675	\$ 1,215.00	Mediation/Settlement
7/24/2025	Joshua Falakassa	Review and analyze Minute Order	0.3	\$675	\$ 202.50	Investigations/Litigation
8/8/2025	Joshua Falakassa	Draft Motion for PAGA Approval and Relevant Documents	3.9	\$675	\$ 2,632.50	PAGA Approval Motion
	Joshua Falakassa	<i>Estimated</i> : work with team to finalize matter	6.5	\$675	\$ 4,387.50	Est. Future Work
Subtotals for Joshua Falakassa			45.6		\$ 30,780.00	

Key for Billing Entries

Investigations/Litigation
Mediation/Settlement
PAGA Approval Motion
Estimated Future Work