

BOKHOUR LAW GROUP, P.C.
Mehrddad Bokhour, 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

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

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ISABELLE SANCHEZ, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

WASHINGTON TOWNSHIP MEDICAL
FOUNDATION, a California Nonprofit
Corporation; and DOES 1-50, inclusive.

Defendant.

CASE NO.: 23CV057120

Assigned to the Hon. Somnath Raj Chatterjee

CLASS ACTION

**DECLARATION OF JOSHUA
FALAKASSA IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 16, 2025

Time: 2:30 p.m.

Dept.: 21

Reservation No. A-57120-001

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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 Falakassas Law, P.C., and I serve as attorney of record for Plaintiff Isabelle Sanchez (“Plaintiff”) 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. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

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.

4. 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 Little Mendelson, P.C., I aided employers in defending wage and hour class action lawsuits filed under California and federal law.

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 nearly 100 employees 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

1 total, I have handled upwards of 90 class action and representative action wage/hour cases.

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

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

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

19 10. Through a contested but productive mediation, Plaintiff and Washington Township
20 Medical Foundation (“Defendant”) (collectively, the “Parties”) entered into a Class Action and
21 PAGA Settlement Agreement resolving the wage and hour claims of the Settlement Class
22 (“Settlement Agreement” and/or “Settlement”), which is attached hereto as Exhibit A to the
23 accompanying Declaration of Mehrdad Bokhour.

24 11. The Settlement Agreement seeks to fully release and discharge Defendant from the
25 claims brought against it in this matter in exchange for Defendant’s agreement to pay \$900,000 on a
26 non-reversionary, non-claim made basis (each Settlement Class Member will receive his/her share of
27 the Net Settlement Amount without having to submit a claim form or taking action, except for those
28 who opt-out). Specifically, Plaintiff seeks to represent a Class of similarly situated individuals who
are or were employed by Defendant as non-exempt hourly employees in California during December

1 8, 2019, through the date on which the Court grants preliminary approval. (“Class Period”).

2 12. Likewise, the PAGA Members include individuals who are or were employed by
3 Defendant as non-exempt hourly employees in California during December 8, 2022, through the date
4 on which the Court grants preliminary approval. (“PAGA Period”).

5 13. Under the terms of the Settlement Agreement, Defendant will not oppose Class
6 Counsel’s application for a reasonable award of attorney’s fees not to exceed one-third of the
7 Settlement Amount, Class Counsel’s litigation costs not to exceed \$75,000, Settlement
8 Administration Costs not to exceed \$10,000, PAGA penalties of \$20,000 (of which \$15,000 or 75%
9 will be paid to the LWDA and the remaining \$2,500 or 25% will be paid to the PAGA Members),
10 and a Service Award not to exceed \$15,000 to the named Plaintiff as follows:

11 14. As further detailed in the accompanying Declaration of Mehrdad Bokhour, given the
12 realistic value of Plaintiff’s claims, the \$900,000 Settlement Amount is an excellent result for the
13 Class, considering that the Settlement Amount totals approximately 51% of Plaintiff’s risk-adjusted
14 value of the case. Preliminary approval is appropriate since the Settlement will provide significant
15 monetary relief to the Class.

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

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

1 achieved only after both sides thoroughly evaluated the evidence and litigation risks.

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

9 18. 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 19. Plaintiffs' counsel brought extensive experience and careful judgment to the
17 negotiation process. Our work included informal and formal discovery, data sampling, expert
18 analysis, and review of thousands of pages of documents, including personnel files, wage statements,
19 and timekeeping records. We performed detailed extrapolations of class-wide data to assess potential
20 damages and evaluate Defendant's compliance with California wage-and-hour laws. These analyses
21 ensured that the Settlement was informed by a clear understanding of both the factual record and
22 applicable legal standards.

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

21. Plaintiffs' counsel, as well as Defendant's counsel, fully support and endorse the

1 Settlement Agreement. The terms were negotiated in good faith and reflect a balanced compromise
2 that advances the interests of all Class Members.

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

8 23. Based on our experience in other cases, including wage and hour matters, I believe my
9 office, along with The Bokhour Law Group, P.C., are qualified to evaluate the class claims and
10 viability of defenses in this class action. In this case, the recovery for each Settlement Class Member
11 is reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement
12 Class. The Settlement provides each Settlement Class Member with compensation for the alleged
13 violations when viewed in relation to the costs and risks inherent in obtaining class certification and
14 proceeding to trial.

15 24. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and
16 conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

17 25. Of course, the Settlement Amount represents a compromise figure, taking into account
18 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
19 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class
20 Members, with no reversion to Defendant.

21 26. When this case was taken on a contingency fee basis, with our firm agreeing to assume
22 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
23 litigation, we paid all costs, including the filing fees, mediation costs, and expert costs. There was
24 never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiff lost, she could
25 have been ordered to pay Defendant's costs.

26 27. It is our experience that attorneys' fee awards of one-third of a common fund
27 settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement
28 Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further

1 warranted because it is within the range of reasonableness typically awarded in class actions. Our
2 firm's Costs will not exceed \$75,000 and will be based on the actual amount incurred at the time of
3 final approval.

4 28. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff
5 signed a fee split agreement that provides fees will be allocated between Class Counsel as follows:
6 fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to the Falakassa Law,
7 P.C.

8 29. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
9 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
10 as well as preliminarily approve the requested attorneys' fees and costs, and service award to the
11 Class Representative.

12 I declare under penalty of perjury under the laws of California that the foregoing is true and
13 correct on this 20th day of November 2025, in Los Angeles, California.

14
15 By: 
16 Joshua Falakassa
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