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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

SEAN VANDERVEEN, on behalf of himself and all others similarly situated, Plaintiff, v. WOODMONT REAL ESTATE SERVICES, L.P., a California Corporation; and DOES 1-50, inclusive. Defendants.	CASE NO.: 23-CIV-05747 *Assigned to the Hon. Mark A. McCannon* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFF'S RENEWED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing: Date: December 10, 2026 Time: 2:00 p.m. Dept.: 2

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., co-counsel with Mehrdad Bokhour of The Bokhour Law Group, P.C., as attorney of record for Plaintiff Sean Vanderveen and the Settlement Class. As such, 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.

2. I submit this renewed declaration in support of Plaintiff's Renewed Motion for Final 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 Littler 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 employee vs. employer litigation matters, including more than 90 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.

7. 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. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20, and Top 50 wage and hour class and/or PAGA action settlements in California in 2021-2025.

8. After conducting a thorough evaluation of the facts, the applicable law, and the risks and uncertainties inherent in continued litigation, I have formed the firm belief that the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class.

9. In my professional judgment, the recovery provided to each Settlement Class Member falls well within the range of reasonableness for cases of this nature. The Settlement provides a meaningful and prompt recovery, allowing class members to obtain compensation now rather than face the significant risks, delays, and uncertainties associated with continued litigation and a potential trial. Notably, the reaction of the Settlement Class further supports approval as no Settlement Class Member has objected to the Settlement, and only two requested exclusion.

10. All relevant factors weigh in favor of final approval. The Settlement was the product of arm's-length negotiations conducted with the assistance of an experienced and well-respected mediator. Prior to reaching this resolution, I conducted a thorough investigation, engaged in meaningful discovery, and carefully analyzed the claims and potential defenses to assess both liability and damages. Based on this work and my experience handling similar matters, I firmly believe that the Settlement represents an excellent outcome for the Settlement Class. The absence of objections and the minimal number of opt-outs further support approval. Under these circumstances, it is my opinion that the Settlement is fair, adequate, and well within the range of reasonableness, and it should be approved by the Court.

11. I believe that Class Counsel's request for attorneys' fees in the amount of approximately one-third of the Settlement Amount is fair, reasonable, and fully justified under

the circumstances of this case. The requested fee falls squarely within the range routinely approved by California courts in common fund cases and reflects appropriate compensation for the significant time, effort, and risk undertaken. This was not a routine matter; rather, it involved complex wage-and-hour issues, contested liability, and meaningful litigation risk. The fee request is therefore commensurate with both the quality of the result achieved and the contingent nature of the representation.

12. From the outset, this case was prosecuted entirely on a contingency basis, with no guarantee of recovery. I understood that if the case was unsuccessful, I would receive no compensation for my time and would not recover the substantial costs advanced. This created a significant financial risk, particularly given the resources required to litigate against a well-represented corporate defendant.

13. Throughout the litigation, I devoted substantial attorney time and my firm's resources to investigating the claims, analyzing payroll and timekeeping data, evaluating legal theories, preparing for mediation, and engaging in strategic negotiations. These efforts included pre-filing investigation, drafting the PAGA notice and complaint, managing the case through multiple procedural stages, preparing for and litigating arbitration-related issues, conducting informal discovery sufficient to assess class-wide exposure, and participating in extensive informal discovery, including the review of a large sampling of payroll and timekeeping records, mediation efforts, and settlement approval. Each of these steps required careful analysis, legal strategy, and a significant investment of time and expertise.

14. My current hourly rate is $725, and my co-counsel, Mehrdad Bokhour, billed time at $750 per hour. These rates are consistent with prevailing market rates for attorneys of similar experience handling complex wage-and-hour litigation. I worked approximately 66.5 hours on this matter since its inception, and my co-counsel, Mehrdad Bokhour, worked approximately 74.5 hours on this matter. In total, I, along with my co-counsel, devoted approximately 141 hours to this matter.

15. In its prior ruling, the Court directed Class Counsel to provide additional evidentiary support establishing the reasonableness of the requested hourly rates, including

evidence of prevailing rates in the San Francisco Bay Area for attorneys of comparable experience performing similar legal services. In response to the Court's concerns, I submit the following additional evidence demonstrating that the requested hourly rates of $725 for my services and $750 for my co-counsel, Mehrdad Bokhour, are reasonable, consistent with prevailing market rates, and supported by attorneys' fee awards approved by multiple Superior Courts throughout the Bay Area.

16. In preparing this supplemental declaration, I reviewed several wage-and-hour class actions and PAGA representative proceedings litigated by my firm and Mr. Bokhour in Northern California. In each of the matters identified below, Class Counsel submitted fee applications disclosing our respective hourly rates and lodestar calculations, and the courts subsequently approved the requested attorneys' fee awards. These matters provide particularly relevant evidence because they concern the same attorneys performing substantially comparable employment litigation work before Superior Courts located within the same regional legal market as this Action.

17. Specifically, in *Verdugo v. nVent Thermal LLC*, San Mateo County Superior Court, Case No. 21-CIV-04370, Class Counsel submitted a lodestar calculation based on an hourly rate of $550 for my services and $625 for Mr. Bokhour's services. Following consideration of the fee application, the court approved the requested attorneys' fee award. This earlier matter provides a historical benchmark demonstrating the progression of our hourly rates as our professional experience increased.

18. In *Brown v. VeoRide, Inc.*, Santa Clara County Superior Court, Case No. 23CV421642, Class Counsel submitted a fee application expressly identifying hourly rates of $725 for my services and $750 for Mr. Bokhour's services. The court approved the requested attorneys' fee award. This matter is especially relevant because it involved comparable wage-and-hour class and representative litigation in Santa Clara County, within the same Bay Area legal market as this Action.

19. Similarly, in *Azamy v. Celestica LLC*, Alameda County Superior Court, Case No. 24CV059992, Class Counsel submitted a lodestar calculation using hourly rates of $725 for

myself and $750 for Mr. Bokhour, and the court approved the requested attorneys' fee award. This provides additional support for the reasonableness of the requested rates in complex employment litigation within the East Bay legal market.

20. In *Petersen v. Gold Bond Building Products, LLC*, Contra Costa County Superior Court, Case No. C23-03215, Class Counsel likewise submitted a fee application based on hourly rates of $725 for my services and $750 for Mr. Bokhour's services. The court approved the requested attorneys' fee award, providing another example of the use of these same rates in comparable wage-and-hour class litigation.

21. In *Keller v. Bank of Marin*, Marin County Superior Court, Case No. CV0001538, Class Counsel presented a lodestar calculation reflecting hourly rates of $725 for myself and $750 for Mr. Bokhour. The court approved the requested attorneys' fee award. This matter further demonstrates that the rates sought here have been utilized in fee applications approved by Superior Courts throughout the broader Bay Area.

22. Finally, in *Padilla v. Discovery Practice Management, Inc.*, San Mateo County Superior Court, Case No. 23-CIV-00637, the Honorable Nancy L. Fineman approved Class Counsel's requested attorneys' fee award following submission of a lodestar calculation using hourly rates of $725 for my services and $750 for Mr. Bokhour's services. This decision is particularly persuasive because it was issued by the Superior Court of San Mateo County, the same court in which the present Action is pending.

23. These six matters provide meaningful, geographically relevant evidence supporting Class Counsel's requested rates. They encompass two actions in San Mateo County and additional actions in Santa Clara, Alameda, Contra Costa, and Marin Counties. Each involved wage-and-hour class or PAGA representative litigation comparable to the work performed in this Action. Unlike generalized assertions concerning prevailing attorney rates, these examples identify actual cases in which Class Counsel disclosed our hourly rates and obtained judicial approval of the requested fee awards.

24. Although approval of an aggregate attorneys' fee award does not necessarily constitute an express judicial determination that every hourly rate identified in the supporting

lodestar calculation represents the prevailing market rate, the repeated approval of fee applications supported by these same rates is probative evidence of their reasonableness. The consistency of these applications across multiple courts and counties strongly supports the conclusion that our requested rates are neither excessive nor outliers within the relevant legal market.

25. I have substantial experience representing employees in California employment litigation, including complex wage-and-hour class actions and PAGA representative proceedings. My practice involves investigating unlawful employment practices, analyzing payroll and timekeeping records, developing classwide liability and damages theories, addressing arbitration and class certification issues, conducting discovery, participating in mediation, negotiating classwide settlements, and obtaining judicial approval of class and representative settlements.

26. My co-counsel, Mehrdad Bokhour, has practiced law since 2012 and possesses more than thirteen years of experience litigating employment matters, including complex wage-and-hour class actions and PAGA representative proceedings. Mr. Bokhour's work includes investigating and prosecuting employment claims, developing legal theories, analyzing classwide evidence, addressing procedural and substantive defenses, and negotiating complex settlements. His requested hourly rate of $750 reflects his experience and the professional skill required to perform these services.

27. The progression of our hourly rates further supports their reasonableness. Whereas the earlier *Verdugo* matter utilized rates of $550 for my services and $625 for Mr. Bokhour's services, the subsequent fee applications in *Brown*, *Azamy*, *Petersen*, *Keller*, and *Padilla* consistently utilized rates of $725 for my services and $750 for Mr. Bokhour's services. This progression is consistent with our increasing professional experience and the market value of our services in complex employment litigation. The requested rates are therefore not novel rates asserted for the first time in this Action, but rates repeatedly disclosed in comparable Bay Area proceedings resulting in court-approved fee awards.

28. In my professional judgment, based on my experience litigating California

employment matters, my familiarity with the nature and complexity of the services performed in this Action, and the comparable fee applications described above, an hourly rate of $725 for my services and $750 for Mr. Bokhour's services is reasonable and consistent with prevailing rates for attorneys of comparable experience performing similar work in the Bay Area legal market.

29. I respectfully submit that this additional evidence directly addresses the Court's request for greater specificity concerning prevailing local market rates. The requested hourly rates are supported not only by our professional experience and the nature of the services provided, but also by six identifiable Bay Area Superior Court matters involving the same attorneys and comparable employment litigation, including a matter previously approved by this Court.

30. Accordingly, I respectfully request that the Court find the hourly rates of $725 for my services and $750 for Mr. Bokhour's services reasonable for purposes of calculating Class Counsel's lodestar and evaluating the requested attorneys' fee award.

31. Based on these hours and rates, the combined lodestar is approximately $104,087.50. The requested fee represents a modest multiplier of approximately 1.69, which is well within the range regularly approved by courts to account for the contingent nature of the case, the risks assumed, the delay in payment, and the favorable result obtained. Indeed, multipliers of this magnitude are commonly deemed appropriate where counsel achieves a meaningful recovery while bearing significant litigation risk.

32. I submit this supplemental declaration in response to the Court's tentative ruling requesting additional, case-specific grounds supporting Class Counsel's requested lodestar multiplier of approximately 1.69. I respectfully acknowledge the Court's concerns and provide the following explanation of the particular legal and factual obstacles encountered in this litigation, the contingent financial risks assumed by Class Counsel, and the circumstances that distinguish this action from an ordinary wage-and-hour class action.

33. On December 5, 2023, Plaintiff Sean Vanderveen commenced this wage-and-hour class action against Defendant Woodmont Real Estate Services, L.P., in the Superior Court

of California, County of San Mateo. Following the commencement of litigation, Class Counsel discovered that Plaintiff and members of the putative class had executed arbitration agreements containing express class action waivers. These agreements presented a substantial impediment to prosecuting the action on a classwide basis because Defendant could seek to enforce the agreements and require individual arbitration, thereby precluding continued classwide litigation.

34. The seriousness of this risk was not hypothetical. After evaluating the arbitration agreements and their potential enforceability, Plaintiff agreed to dismiss his class claims without prejudice and proceed with an action under the Private Attorneys General Act of 2004 ("PAGA"). Neither Plaintiff nor Class Counsel received any additional consideration in exchange for dismissing the class claims. Rather, this decision was made because the arbitration agreement and class action waiver appeared enforceable and presented a substantial legal obstacle to pursuing the claims collectively.

35. This development materially affected the prosecution of the case and the financial risk assumed by Class Counsel. Counsel had undertaken the litigation with the objective of securing relief for a class of similarly situated employees. The subsequent discovery of arbitration agreements containing class action waivers threatened to eliminate that procedural mechanism altogether and substantially restrict the scope of the potential recovery. Class Counsel therefore faced the genuine possibility of devoting substantial attorney time and resources to investigating classwide violations without ever obtaining class certification, a classwide judgment, or a class settlement.

36. Notwithstanding this significant obstacle, my co-counsel, Mehrdad Bokhour, and I continued investigating and prosecuting the claims, evaluating Defendant's potential liability, reviewing payroll and timekeeping records, analyzing the available evidence, and pursuing a negotiated resolution. These efforts were undertaken without any guarantee that the litigation would result in a recovery sufficient to compensate Class Counsel for the time and financial resources invested.

37. Following mediation and the parties' subsequent negotiations, Defendant

ultimately agreed to resolve the litigation through a class settlement. Accordingly, Plaintiff's class claims were reasserted for purposes of effectuating the negotiated settlement and obtaining the Court's approval. The fact that the parties ultimately reached a classwide settlement, however, should not obscure the substantial litigation risk that existed before the settlement was achieved. Had negotiations failed, Plaintiff would have continued to face the arbitration agreements and class action waivers that had previously required the dismissal of his class claims. Thus, the ultimate classwide settlement provided relief that Class Counsel faced substantial obstacles to obtaining through contested litigation.

38. A separate and equally significant case-specific risk arose from Defendant's written meal and rest period policies. Unlike cases in which an employer maintains a facially unlawful break policy—or no policy at all—Defendant maintained written meal and rest period policies that appeared to comply with California law, as reflected in Plaintiff's Employment Agreement and Defendant's Employee Handbook. These documents presented substantial evidentiary and class certification challenges because Defendant could rely on its written policies to argue that it expressly authorized and permitted legally compliant meal and rest periods.

39. As a result, Class Counsel could not simply establish liability by pointing to a uniformly unlawful written policy. Instead, we were required to investigate whether Defendant's actual practices contradicted its written policies, including whether employees were prevented from taking timely, uninterrupted meal periods, whether they were authorized and permitted to take required rest periods, and whether the alleged violations resulted from sufficiently common practices to support classwide adjudication. This required a more fact-intensive assessment of the available evidence and presented a meaningful risk that Defendant could defeat class certification by arguing that any violations resulted from individualized circumstances rather than a common unlawful policy or practice.

40. The distinction between a facially compliant written policy and its allegedly unlawful implementation was particularly important in evaluating this case. Under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, an employer generally satisfies its

meal period obligation by relieving employees of all duty and providing a reasonable opportunity to take an uninterrupted meal period; it need not ensure that employees perform no work after being properly relieved. Defendant therefore possessed a substantial defense that, notwithstanding Plaintiff's allegations of missed or interrupted breaks, its written policies complied with California law and any deviations resulted from employees' individual decisions or circumstances rather than a uniform practice attributable to Defendant.

41. This defense created additional risks concerning both liability and class certification. Even assuming Plaintiff could establish that he personally experienced meal or rest period violations, it did not necessarily follow that he could establish violations affecting other employees through common evidence. Defendant's facially compliant policies created a substantial risk that the Court could find individualized inquiries necessary to determine whether particular employees received compliant breaks, voluntarily chose not to take them, or experienced interruptions attributable to Defendant. An adverse class certification ruling could have substantially reduced the practical ability to obtain meaningful classwide relief.

42. Accordingly, Class Counsel was required to evaluate not only the merits of the underlying wage-and-hour claims, but also the likelihood of establishing a common unlawful practice despite Defendant's written policies. This included reviewing the available payroll and timekeeping records, assessing the extent to which the records supported common theories of liability, considering the potential need for testimony from multiple employees, and evaluating the risks of proving violations through representative or statistical evidence. These tasks were undertaken in circumstances where the ultimate ability to prosecute the claims collectively remained uncertain.

43. The combination of the arbitration agreements and Defendant's facially compliant meal and rest period policies created substantial and independent obstacles to classwide recovery. The arbitration agreements threatened the availability of the class-action mechanism itself, while Defendant's written break policies threatened Plaintiff's ability to establish common liability and obtain class certification even if the arbitration obstacle could be overcome. Thus, Class Counsel faced procedural and evidentiary risks at multiple stages of

the litigation, either of which could have materially reduced or defeated the prospect of a classwide recovery.

44. These risks materially informed our litigation strategy and settlement negotiations. In evaluating the settlement, Class Counsel had to consider the probability of obtaining class certification, the potential enforceability of the arbitration agreements, Defendant's defenses based upon its written meal and rest period policies, the expense of obtaining additional evidence, and the uncertainty associated with continued litigation. The decision to pursue a negotiated classwide resolution reflected a careful assessment of those actual obstacles, rather than a generalized desire to avoid the ordinary costs of litigation.

45. I respectfully submit that the settlement obtained represents a favorable result in light of those circumstances. Despite the arbitration agreements that previously required Plaintiff to dismiss his class claims and Defendant's facially compliant written policies that presented meaningful obstacles to class certification and liability, Class Counsel ultimately secured a resolution providing relief on a classwide basis. The result avoided the substantial risk that continued litigation would yield only a PAGA recovery, an adverse class certification ruling, or a substantially reduced recovery after years of additional proceedings.

46. Throughout this litigation, Class Counsel undertook substantial attorney time and committed firm resources on a contingent-fee basis. Neither Plaintiff nor any Class Member was obligated to pay Class Counsel's hourly fees if the litigation proved unsuccessful. Consequently, Class Counsel bore the financial risk that the time and resources invested in investigating the claims, evaluating the arbitration agreements, analyzing Defendant's policies and practices, reviewing payroll and timekeeping records, and negotiating settlement might not result in compensation.

47. The risks in this action were not simply the ordinary uncertainties inherent in litigation. They involved two identifiable and consequential obstacles that directly affected the viability of the class claims: first, arbitration agreements containing class action waivers that actually resulted in the dismissal of the class allegations; and second, facially compliant written meal and rest period policies that significantly complicated the task of proving common

unlawful practices and obtaining class certification. These obstacles materially increased the likelihood that Class Counsel's investment of time and resources would not result in a classwide recovery or corresponding compensation.

48. I recognize that the time spent investigating these issues, analyzing Defendant's records, evaluating the legal defenses, and negotiating the settlement is already included in the lodestar. I do not seek a multiplier merely because counsel performed those tasks. Rather, those efforts demonstrate the nature and magnitude of the specific risks Class Counsel undertook in committing substantial professional resources to a case in which both the availability of classwide proceedings and the ability to establish common liability were genuinely uncertain. The lodestar compensates Class Counsel for the hours reasonably expended; the requested enhancement addresses the contingent financial risk associated with undertaking that work without guaranteed payment.

49. I further recognize that the requested multiplier should not duplicate compensation already reflected in counsel's hourly rates. My current hourly rate is $725, and Mr. Bokhour's hourly rate is $750. These rates reflect our respective experience, qualifications, and the prevailing market rates for comparable legal services. I am not requesting enhancement merely because the litigation required legal skill or because Class Counsel possesses experience handling wage-and-hour class actions. Instead, the requested multiplier principally reflects the specific risk of nonpayment arising from the arbitration and class certification obstacles described above, together with the delay in receiving compensation until the successful resolution of the case.

50. I personally devoted approximately 66.5 hours to this matter at an hourly rate of $725, resulting in a lodestar of $48,212.50. My co-counsel, Mehrdad Bokhour, devoted approximately 74.5 hours at an hourly rate of $750, resulting in a lodestar of $55,875. Collectively, Class Counsel devoted approximately 141 hours to this litigation, resulting in a combined lodestar of $104,087.50.

51. Attached hereto as **Exhibit "A"** are the time records reflecting the approximate hours worked in connection with this matter.

52. I respectfully submit that this enhancement is reasonable in view of the substantial case-specific litigation risks described herein, the contingent nature of the representation, the delay in payment, and the favorable classwide settlement achieved despite significant obstacles to collective recovery.

53. In *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132–1133, 1138–1139, the California Supreme Court recognized that an appropriate lodestar enhancement may compensate counsel for the risk of non-payment inherent in contingent litigation, provided that the relevant considerations have not already been incorporated into the lodestar. Here, the requested enhancement is supported by particularized evidence of litigation risks that actually affected the prosecution of this action. Those risks included the dismissal of the class claims because of arbitration agreements containing express class waivers, the subsequent uncertainty of obtaining classwide relief, and the challenges of proving common meal and rest period violations notwithstanding Defendant's facially compliant written policies.

54. The ultimate settlement should not be viewed as evidence that these risks were insignificant. Rather, the settlement was achieved notwithstanding those risks. Had the parties not reached an agreement, Class Counsel would have faced substantial additional litigation concerning the enforceability of arbitration agreements, the availability of classwide proceedings, the effect of Defendant's written meal and rest period policies, the existence of common unlawful practices, and the merits of the underlying wage-and-hour claims. There was no guarantee that continued litigation would result in a classwide recovery or any corresponding award of attorneys' fees.

55. I respectfully submit that a multiplier of approximately 1.69 appropriately recognizes the contingent financial risk undertaken by Class Counsel and the particular obstacles encountered in this litigation without duplicating the compensation already reflected in the hourly rates and recorded time. In my professional judgment, the requested fee is reasonable in light of the actual litigation history, the substantial risks assumed, the work performed, and the favorable resolution achieved for the Class.

56. Accordingly, I respectfully request that the Court approve Class Counsel's

requested attorneys' fees, including the approximately 1.69 lodestar multiplier, as fair and reasonable under the circumstances of this case and consistent with the principles articulated in *Ketchum v. Moses* (2001) 24 Cal.4th 1122. For all these reasons, I respectfully submit that the requested attorneys' fees and costs are fair, reasonable, and should be approved in full.

57. 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.

58. Plaintiff and the Class Members are all individuals who are or were employed by Defendant as non-exempt hourly employees in California between December 5, 2022, and February 24, 2025. The primary claims, which Defendant disputes, involve allegations that the Class Members were not paid all wages owed due to Defendant's timekeeping practices. Additionally, Plaintiff alleges claims for failure to pay all wages, non-compliant meal and rest periods, wage statement violations, waiting time penalties, and associated PAGA penalties.

59. The proposed Settlement was the product of arm's length negotiations, including a full day mediation conducted before experienced class action mediator Daniel Turner, Esq.

60. Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

61. As the Settlement Agreement reveals, there is no preferential treatment for any segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed-upon and proposed Attorneys' Fees, which are well within the range of reasonableness for matters of this nature.

62. I conducted, along with my co-counsel, a thorough and detailed investigation into the facts and merits of the wage-and-hour claims alleged in this action. This investigation included

the review and analysis of substantial amounts of information, including correspondence, internal policies and procedures, timekeeping and payroll data, and other relevant records produced by Defendant. We carefully evaluated this information to assess the nature and scope of the alleged violations, the size of the Settlement Class, and the extent to which the claims presented common issues suitable for class treatment. As part of this process, I also investigated the potential claims of similarly situated employees and analyzed Defendant's anticipated defenses. In addition, I synthesized and evaluated the data provided by Defendant concerning the number of class members, their employment periods, and other key metrics, which allowed me to develop comprehensive and informed damages calculations regarding the wage-and-hour claims at issue.

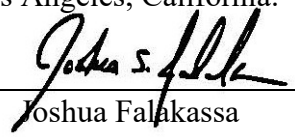
63. In light of the substantial risks, expense, and uncertainty associated with continued litigation, I believe the Settlement represents the best practicable recovery for the Settlement Class. While the Settlement amount necessarily reflects a compromise, it was reached only after careful consideration of the strengths and weaknesses of the claims and defenses. Based on the data obtained through informal discovery and the exchange of information between the parties, I developed detailed damages models to evaluate potential exposure and to inform our mediation strategy. These models accounted for various contingencies, including the risks associated with class certification, liability determinations, and potential reductions in damages. Through this process, I was able to arrive at a realistic and well-supported valuation of the case, which ultimately facilitated a fair and reasonable resolution. Defendant, of course, has consistently denied liability and disputes both the existence and extent of any damages, further underscoring the risks inherent in proceeding to trial.

64. As further outlined in the materials submitted in support of preliminary approval, Defendant vigorously contested the merits of Plaintiff's claims and asserted multiple defenses that, if successful, could have significantly limited or eliminated any recovery. These disputes highlight the uncertain outcome of continued litigation and reinforce the value of the negotiated resolution achieved here.

65. Based on my experience and the work performed in this case, I firmly believe that the Settlement is fair, reasonable, and adequate, and that it serves the best interests of the Settlement Class. Accordingly, I respectfully support final approval of the Settlement and entry of judgment consistent with its terms.

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

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 12th day of November 2026, at Los Angeles, California.



Joshua Falakassa

EXHIBIT “A”

FALAKASSA LAW, P.C. | ATTORNEY TIME LEDGER

Sean Vanderveen v. Woodmont Real Estate Services, L.P.

Attorney Joshua S. Falakassa **Hourly Rate** $725.00 **Period** Nov. 2023–Feb. 2025

Service Period	Work Category	Description of Legal Services	Timekeeper	Hours	Rate ($/hr)	Lodestar ($)
Nov 2023	Intake / investigation	Initial client intake conference; obtain employment background, pay practices, and potential wage-and-hour issues.	Joshua S. Falakassa	2.5	$725.00	$1,812.50
Nov 2023	Intake / investigation	Review intake materials and available employment documents; identify factual questions for follow-up.	Joshua S. Falakassa	3.0	$725.00	$2,175.00
Nov 2023	Research / evaluation	Research potential Labor Code, meal/rest, wage statement, waiting-time and class claims; assess viability.	Joshua S. Falakassa	3.0	$725.00	$2,175.00
Nov 2023	Client communications	Follow up with client concerning alleged violations, relevant workplace policies, and potential witnesses.	Joshua S. Falakassa	2.0	$725.00	$1,450.00
Dec 2023	Pleading	Analyze proposed class definitions and common legal theories; discuss pleading strategy with co-counsel.	Joshua S. Falakassa	3.5	$725.00	$2,537.50
Dec 2023	Pleading	Draft/revise initial class complaint and supporting allegations in connection with Dec. 5, 2023 filing.	Joshua S. Falakassa	3.0	$725.00	$2,175.00
Mar 2024	Arbitration review	Review arbitration agreements and class action waiver terms; identify relevant employment and class claims.	Joshua S. Falakassa	3.0	$725.00	$2,175.00
Mar 2024	Legal research	Research enforceability of arbitration agreements and class waivers and their impact on litigation strategy.	Joshua S. Falakassa	3.0	$725.00	$2,175.00
Mar 2024	Strategy / communications	Confer with co-counsel regarding arbitration exposure, risks to class adjudication and available PAGA approach.	Joshua S. Falakassa	4.0	$725.00	$2,900.00
Apr 2024	PAGA strategy	Analyze PAGA-only path, standing, administrative exhaustion and consequences of dismissing class claims.	Joshua S. Falakassa	3.0	$725.00	$2,175.00
Apr 2024	Pleading / strategy	Review/revise proposed PAGA-only pleading strategy and dismissal of class claims without consideration.	Joshua S. Falakassa	2.5	$725.00	$1,812.50
Apr 2024	Client / co-counsel	Discuss anticipated litigation strategy and class-waiver implications with client and co-counsel.	Joshua S. Falakassa	2.5	$725.00	$1,812.50

FALAKASSA LAW, P.C. | ATTORNEY TIME LEDGER

Sean Vanderveen v. Woodmont Real Estate Services, L.P.

Attorney Joshua S. Falakassa **Hourly Rate** $725.00 **Period** Nov. 2023–Feb. 2025

Service Period	Work Category	Description of Legal Services	Timekeeper	Hours	Rate ($/hr)	Lodestar ($)
Nov 2024	Mediation investigation	Review employment agreement, handbook and facially compliant meal/rest policies; analyze defenses.	Joshua S. Falakassa	3.5	$725.00	$2,537.50
Nov 2024	Data analysis	Review available payroll/timekeeping sampling and identify potential violations and evidentiary limitations.	Joshua S. Falakassa	4.0	$725.00	$2,900.00
Nov 2024	Damages / mediation	Analyze potential PAGA and classwide exposure, litigation risks and settlement valuation assumptions.	Joshua S. Falakassa	3.5	$725.00	$2,537.50
Nov 2024	Mediation brief	Draft and revise substantive portions of mediation brief; set out claims, defenses and settlement rationale.	Joshua S. Falakassa	3.0	$725.00	$2,175.00
Nov 2024	Client follow-up	Communicate with client regarding factual issues and work practices to support mediation presentation.	Joshua S. Falakassa	4.0	$725.00	$2,900.00
Feb 2025	Amended pleadings	Analyze renewed class settlement framework and allegations to be included in second amended complaint.	Joshua S. Falakassa	3.5	$725.00	$2,537.50
Feb 2025	Amended pleadings	Draft/revise class allegations and claims in proposed second amended complaint.	Joshua S. Falakassa	4.0	$725.00	$2,900.00
Feb 2025	Amended pleadings	Review/revise second amended complaint for factual and procedural consistency; coordinate filing.	Joshua S. Falakassa	4.0	$725.00	$2,900.00
Feb 2025	Co-counsel coordination	Confer with co-counsel on final revisions and filing steps for second amended complaint.	Joshua S. Falakassa	2.0	$725.00	$1,450.00
TOTAL ATTORNEY TIME / LODESTAR				**66.5**		**$48,212.50**