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Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

FLOYD LINDLEY and ANDREW SALSE,
on behalf of the State of California,

Plaintiffs,

v.

GLEIBERMAN PROPERTIES, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: JCCP 5386

Assigned to the Hon. Katherine A. Bacal

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

Hearing Information:

Date: July 24, 2026

Time: 1:30 p.m.

Dept.: SD-63

1 John G. Yslas (SBN 187324)
Eugene Zinovyev (SBN 267245)
2 Gabriella Solé (SBN 346164)
3 **WILSHIRE LAW FIRM**
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6 Attorneys for Plaintiffss, on behalf of the State of California
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1 wage/hour cases and have been appointed by the court as class counsel and have received final
2 court approval and judgment in several of those actions to date. I was selected as a “Super Lawyer
3 Rising Star” in Employment Litigation during 2017-2025, a distinction reserved for the top 2.5% of
4 lawyers in the practice area. My firm has also successfully obtained Top Settlements for wage-and-
5 hour class/PAGA actions in many counties across California, as listed on topverdict.com.

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

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

19 9. Based upon my experience and after factoring in the risks explained below, I believe
20 that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I
21 believe that the PAGA Settlement Agreement (the “Settlement Agreement” and/or the
22 “Settlement”) should be approved.

23 10. This experience helps assess the reasonableness of settlements such as the one at
24 issue here. Based on my years of experience representing Plaintiffs in wage and hour cases,
25 including PAGA representative and class actions, the Settlement herein is fair, adequate, and
26 reasonable under the facts and law applicable to this case.

27 11. I have performed substantial work and diligently investigated and prosecuted this
28 case to a successful conclusion. I believe this Settlement to be fair, reasonable, and adequate.

1 12. Moreover, as part of the Settlement, the Parties have agreed that Plaintiffs will
2 request a PAGA Counsel Fees Payment in an amount not to exceed one-third of the Gross
3 settlement amount. Here, Plaintiffs' Counsel seeks one-third (33.33%) of the Gross Settlement
4 Amount, thus \$244,860, subject to court approval, plus actual litigation costs for \$21,077.09.

5 13. This request is fair, reasonable, and adequate to compensate Plaintiffs' Counsel for
6 the substantial work they have put into this case and the risk they assumed by taking it in the first
7 place. Additionally, it is consistent with the contingency-fee agreement entered into by the named
8 Plaintiffs. The attorneys' fees award is intended to reimburse Plaintiffs' Counsel for all
9 uncompensated work that they have already done and for all the work they will continue to do in
10 carrying out and overseeing the administration of the Settlement, communicating with Aggrieved
11 Employees regarding their Individual PAGA Payment checks, and communicating with the
12 Settlement Administrator regarding the administration of the Settlement, if it is approved.

13 14. My firm took this case on a contingent-fee basis against a business represented by a
14 reputable defense firm. When we take contingent cases, we must pay careful attention to the
15 economics involved, or one bad case can destroy years of work. Accordingly, when we take on
16 contingent cases, we anticipate that, if successful, we shall receive a fee that exceeds our normal
17 hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the
18 number of hours a day is limited. Because of this, when we take on one particular matter, we are
19 unable to take on other matters. When my firm became involved in this case, we realized the time
20 commitment it would entail and were forced to turn down matters we otherwise could have
21 handled.

22 15. The requested attorneys' fees are reasonable for the services provided to the LWDA
23 and the Aggrieved Employees and for the benefits they are to receive.

24 16. Moreover, the case involved significant risks of non-payment of attorneys' fees and
25 non-recovery of litigation costs if the Settlement was not granted approval, or if Plaintiffs did not
26 prevail. California courts consider the risks counsel takes in litigating a case where they may not
27 prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.*
28 (2004) 34 Cal.4th 553, 583.

17. The actual aggregated lodestar between the attorneys who worked on this case is \$230,040. This results in a negative multiplier, demonstrating that the requested fee is justified, reasonable, and appropriate. The total lodestar is summarized in the following table:

Lodestar Summary

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	\$750	85	\$63,750
Joshua Falakassa	12 years	\$725	80	\$58,325
Aram Boyadjian	5 years	\$600.00	1.9	\$1,140.00
Courtney M. Miller	7 years	\$700.00	1.9	\$2,100
Gabriella Solé	4 years	\$550.00	40.7	\$22,385
Eugene Zinovyev	17 years	\$950.00	56.9	\$54,055
John G. Yslas	30 years	\$1,500.00	12.2	\$18,300.
TOTAL				\$230,040

18. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs signed a fee split agreement that provides fees will be allocated between Class Counsel as follows: forty percent (40%) to the Bokhour Law Group, P.C., forty percent (40%) to Falakassa Law, P.C.; and twenty percent (20%).

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

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

Executed this 30th day of June 2026, at Los Angeles, California.


Joshua Falakassa, Esq.