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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

YESENIA ALEMAN, on behalf of herself and all others similarly situated, Plaintiff, v. ADAPTHEALTH, LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive. Defendants.	CASE NO.: 37-2024-00001567-CU-OE-CTL *Assigned to the Hon. Judy S. Bae* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** **HEARING INFO** Date: December 4, 2026 Time: 9:10 a.m. Dept.: C-62

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 The Bokhour Law Group, P.C., as attorney of record for Plaintiff Yesenia Aleman ("Plaintiff") and the Settlement Class.

2. 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 based on my personal knowledge.

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 more than 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.

10. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy for their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the claims in this action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein.

11. Based on my experience prosecuting wage-and-hour class actions, my investigation and evaluation of the claims asserted in this Action, and my familiarity with the risks and expenses associated with continued litigation, it is my professional opinion that the proposed Settlement provides a fair, reasonable, and favorable recovery for the Settlement Class. The Settlement provides eligible Settlement Class Members with meaningful monetary compensation while eliminating the uncertainty, expense, and substantial delay associated with further litigation, class certification proceedings, dispositive motions, potential trial, and any subsequent appeals. In evaluating the Settlement, I considered not only the potential maximum recovery under Plaintiff's theories of liability, but also the substantial risks of establishing

liability, obtaining class certification, proving damages, and ultimately collecting any judgment. Having considered these factors, I believe the Settlement falls well within the range of reasonableness and serves the best interests of the Settlement Class.

12. My assessment is further supported by the overwhelmingly favorable response of the Settlement Class following dissemination of the Court-approved notice. Of the 531 Settlement Class Members, not a single individual submitted a written objection to the Settlement, and only two requested exclusion. Thus, approximately 99.6% of Settlement Class Members did not seek exclusion, and no Settlement Class Member formally challenged the fairness or adequacy of the negotiated resolution. Although I recognize that the absence of objections does not, standing alone, establish that a settlement is fair, the overwhelmingly favorable class response provides meaningful additional support for approval, particularly when considered alongside the extensive investigation, damages analysis, and arm's-length negotiations underlying the Settlement. In my opinion, these circumstances strongly support the conclusion that the Settlement represents a favorable and appropriate resolution for the Settlement Class.

13. I believe that all relevant considerations support final approval of the Settlement. The Settlement was reached through genuine arm's-length negotiations conducted with the assistance of an experienced and respected neutral mediator. Before agreeing to the proposed resolution, Class Counsel conducted a substantial investigation into the factual and legal bases of Plaintiff's claims, reviewed and analyzed relevant documents and employment data, evaluated Defendant's anticipated defenses, and assessed the strengths and weaknesses of the claims. These efforts enabled Class Counsel to evaluate the proposed compromise on an informed basis rather than through speculation or incomplete information. Based on my experience representing employees in complex wage-and-hour litigation, the risks inherent in further prosecution, the monetary relief secured, and the favorable response of the Settlement Class, I believe the proposed Settlement is fair, adequate, reasonable, and deserving of final approval.

14. I further believe that Class Counsel's request for attorneys' fees in the amount of $140,000, representing approximately 33.33% of the gross Settlement Amount, is reasonable and justified under the circumstances of this case. The requested award compensates Class Counsel

for undertaking substantial litigation responsibilities on a wholly contingent basis, devoting significant professional time and resources to the Action, and assuming the risk of receiving no compensation whatsoever if the litigation proved unsuccessful. In my experience, a one-third fee is consistent with awards sought and approved in California wage-and-hour class action settlements, subject to the Court's independent assessment of the circumstances presented. The requested fee is also supported by the substantial work performed, the risks assumed, and the favorable monetary recovery achieved for the Settlement Class.

15. The contingent nature of this representation is particularly significant. Neither I nor my co-counsel was guaranteed any compensation for the substantial time devoted to investigating, prosecuting, negotiating, and resolving this Action. Class Counsel also undertook responsibility for advancing the litigation expenses necessary to prosecute the claims, including filing fees, court costs, legal research expenses, and mediation-related costs. These expenditures were made without any assurance of reimbursement. Had the litigation resulted in an adverse judgment, a denial of class certification, or an otherwise unsuccessful outcome, Class Counsel faced the possibility of receiving no attorneys' fees and being unable to recover the substantial expenses advanced. In accepting this representation, I understood that the litigation could require years of additional work and significant expenditures before any recovery was obtained. In light of the risks assumed and the results achieved, I respectfully request that the Court approve the attorneys' fee award of $140,000 and reimbursement of litigation costs totaling $23,033.00.

16. The reasonableness of the requested attorneys' fee award is further supported by Class Counsel's lodestar. Collectively, Mehrdad Bokhour and I have incurred, or reasonably anticipate incurring through the completion of settlement administration, approximately 133 attorney hours in connection with the prosecution and resolution of this Action. Mr. Bokhour, who has approximately 14 years of legal experience, has incurred or reasonably anticipates incurring 72.5 hours at his customary hourly rate of $750, resulting in a lodestar of $54,375. I have approximately 13 years of legal experience and have incurred or reasonably anticipate incurring 60.5 hours at my customary hourly rate of $750, resulting in an individual lodestar of $45,375. Accordingly, our combined lodestar is $99,750.

17. Based on my experience and familiarity with prevailing rates charged by attorneys of comparable experience and skill in complex employment, wage-and-hour, class action, and PAGA litigation, I believe our respective hourly rates of $750 are reasonable and consistent with the prevailing market rates for comparable legal services. The hours reflected in this calculation represent time reasonably devoted to investigating the claims, analyzing employment records, evaluating damages, conducting legal research, communicating with the parties and counsel, preparing for and participating in settlement negotiations, and preparing and supporting the approval and administration of the Settlement.

18. The requested fee of $140,000 represents a multiplier of approximately 1.40 on Class Counsel's combined lodestar of $99,750. In my opinion, this is a reasonable and modest enhancement considering the contingent nature of the representation, the substantial litigation risks undertaken, the delay in receiving compensation, and the successful result achieved for the Settlement Class. The lodestar comparison independently confirms that the requested fee bears a reasonable relationship to the professional services performed and is not disproportionate to the work required to prosecute and resolve this Action. I also note that the lodestar includes anticipated work necessary to complete settlement administration. Class Counsel will remain responsible for fulfilling those obligations and addressing any issues arising through the conclusion of the settlement process.

19. At the outset of this Action, the ultimate result was uncertain. As is common in complex wage-and-hour class litigation, Plaintiff faced substantial risks concerning disputed factual issues, the interpretation and application of governing law, Defendant's anticipated defenses, the certification of the proposed class, and the calculation and recovery of damages. Any one of these issues could have materially reduced or eliminated the potential recovery. The continued prosecution of the Action would also have required additional attorney time, expert or consultant analysis as necessary, discovery, motion practice, and trial preparation, with no guarantee of a favorable outcome. Class Counsel nevertheless undertook these risks on a contingency basis and advanced the costs necessary to pursue the claims. The requested fee fairly

compensates counsel for both the work performed and the considerable risk inherent in accepting and prosecuting this representation.

20. In my experience litigating and resolving California wage-and-hour class actions, a request for attorneys' fees representing approximately one-third of a common settlement fund is consistent with awards frequently approved in comparable matters. Here, the requested fee is particularly justified by the substantial monetary benefit secured for Settlement Class Members, the risks avoided through settlement, the contingent nature of the representation, and the time and resources Class Counsel invested in obtaining the result. I further understand that Defendant does not oppose the requested attorneys' fee award. While Defendant's lack of opposition does not relieve the Court of its obligation to independently evaluate the reasonableness of the requested fee, it provides additional context regarding the arm's-length nature of the negotiated Settlement. Considering the percentage requested, the lodestar cross-check, and the circumstances of this litigation, I believe the requested award is fair and reasonable.

21. Before recommending the Settlement to Plaintiff, I carefully considered the factual and legal issues presented by the Action, the evidence obtained through investigation and information exchanges, the potential value of the asserted claims, and the likelihood of achieving a more favorable result through continued litigation. I also assessed the substantial additional expense, delay, and uncertainty associated with obtaining class certification, prevailing on the merits, establishing damages, and defending any favorable judgment on appeal. My recommendation was not based solely on the gross Settlement Amount, but on an assessment of the actual benefits available to Settlement Class Members when weighed against the realistic risks of further prosecution. Based on that analysis, I concluded that the proposed Settlement provides a fair, reasonable, and beneficial resolution and is preferable to subjecting the Settlement Class to the uncertainties of continued litigation.

22. I also believe the Settlement treats Settlement Class Members fairly and equitably. The Settlement does not improperly favor one segment of the Settlement Class at the expense of another but instead establishes a common framework for distributing the settlement proceeds according to the allocation methodology set forth in the Settlement Agreement. I have reviewed

the proposed distribution structure and believe it provides a reasonable and equitable means of compensating participating Settlement Class Members in light of the claims asserted and the information available.

23. The requested attorneys' fees and litigation costs have also been disclosed as part of the settlement approval process, consistent with California Rules of Court, rule 3.769. In my opinion, the proposed allocation and the requested deductions from the Settlement Amount are reasonable when considered in relation to the overall benefits conferred upon the Settlement Class.

24. As described in connection with preliminary approval, Class Counsel undertook a meaningful investigation and evaluation of the wage-and-hour claims asserted in this Action. My work included reviewing and analyzing relevant employment records, timekeeping and payroll data, wage information, applicable policies and procedures, correspondence, and other documents bearing on the alleged violations. I also evaluated information concerning the size and composition of the proposed class, the employment periods of Settlement Class Members, the number of current and former employees, and the extent to which the alleged wage-and-hour practices affected similarly situated employees. In addition, I researched the applicable legal standards, assessed Defendant's potential defenses, and considered the evidence necessary to establish liability and damages on a class-wide basis. Class Counsel used this information to develop damages calculations and evaluate the potential financial exposure associated with the claims. These investigative and analytical efforts were essential to assessing the reasonableness of the proposed Settlement and enabled Class Counsel to negotiate from an informed understanding of the strengths and weaknesses of the case.

25. In reaching the Settlement, I carefully evaluated the potential value of the claims against the substantial risks presented by continued litigation. Using the employment, payroll, timekeeping, and other information obtained through discovery and informal exchanges, Class Counsel developed damages models to estimate the potential recovery under Plaintiff's theories of liability. Those models took into account the available employee and payroll information, the alleged frequency and extent of the violations, applicable statutory remedies, and the legal and

evidentiary challenges associated with proving the claims. I also considered the risks of obtaining and maintaining class certification, establishing liability, proving damages, overcoming Defendant's defenses, and obtaining a collectible judgment. Defendant strongly disputed both liability and the damages calculations advanced by Plaintiff, creating substantial uncertainty concerning the ultimate outcome.

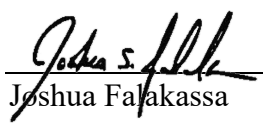
26. Although the Settlement necessarily represents a compromise of the amounts potentially recoverable if Plaintiff prevailed on every disputed issue, it provides a definite and timely monetary benefit without requiring Settlement Class Members to bear the risks of further litigation. After considering the available evidence, competing legal positions, potential recovery, and litigation risks, it is my professional judgment that the negotiated Settlement constitutes a fair, reasonable, and favorable resolution under the circumstances of this Action.

27. For all of these reasons, I respectfully submit that the Settlement satisfies the standards for final approval and represents a fair, adequate, and reasonable resolution of the claims asserted on behalf of the Settlement Class. I further believe that the requested attorneys' fees of $140,000 and reimbursement of litigation costs of $23,033.00 are justified by the substantial work performed, the contingent risks undertaken, the expenses advanced, and the result achieved. I therefore respectfully request that the Court grant final approval of the Settlement and approve Class Counsel's requested attorneys' fees and costs.

28. The Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

29. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff signed a fee split agreement that provides that 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 5th day of November 2026, at Los Angeles, California.



Joshua Falakassa