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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VINCENT HALL, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

ALDERWOOD RESORT MANAGEMENT,
LLC, a California Limited Liability
Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CIVSB2402759

Assigned to the Hon. Michael A. Sachs

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

*[Motion for Preliminary Approval, Joshua
Falakassa, and Vincent Hall and
[Proposed] Order filed concurrently
herewith]*

HEARING INFO

Date: April 7, 2026

Time: 8:30 a.m.

Dept.: S28

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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., and I serve as attorney of record, along with the Bokhour Law Group, P.C., for Plaintiff Vincent Hall (“Plaintiff”) and the Putative Class. 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.

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 Districts. I have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts across California.

5. From August 2018 to January 2019, I was 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 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

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

3 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation
4 during the years 2017 through 2025, a distinction that is reserved for the top 2.5 % of lawyers in
5 the practice area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20
6 and Top 50 wage and hour class and/or PAGA action settlements in California in 2021-2024.

7 8. My firm has the experience, resources, and means necessary to allow us to
8 provide adequate representation to all Settlement Class Members in this Action.

9 9. Currently, my firm is acting as counsel in at least thirty wage-and-hour class
10 actions.

11 10. Through a contested but productive mediation, Plaintiff and Defendant
12 Alderwood Resort Management, LLC (“Defendants”) (collectively, the “Parties”) entered into a
13 Class Action and PAGA Settlement Agreement resolving the wage and hour claims of the
14 Settlement Class (“Settlement Agreement” and/or “Settlement”), and Class Notice which is
15 attached to the accompanying Declaration of Mehrdad Bokhour as Exhibit “A”.

16 11. The Settlement Agreement seeks to fully release and discharge Defendants
17 from the claims brought against it in this matter in exchange for Defendants’ agreement to pay
18 \$1,260,000 on a non-reversionary, non-claim made basis (each Settlement Class Member will
19 receive his/her share of the Net Settlement Amount without having to submit a claim form or
20 taking action, except for those who opt-out).

21 12. Under the terms of the Settlement Agreement, Defendant will not oppose
22 Class Counsel’s request for a reasonable award of attorney’s fees not to exceed one-third of the
23 Settlement Amount and litigation costs not to exceed \$25,000, Settlement Administration Costs
24 not to exceed \$10,000, PAGA penalties of \$20,000 (of which \$15,000 or 75% will be paid to
25 the LWDA and the remaining \$5,000 or 25% will be paid to the PAGA Members) (“Individual
26 PAGA Payments”), and a Class Representative Service Payment not to exceed \$15,000 to the
27 named Plaintiff.

28 10. The Settlement is non-reversionary, and Class Members will not be required

1 to submit claim forms to receive payment, but each Class Member will be mailed the Class
2 Notice containing information about his/her share, the opportunity to dispute the number of
3 Workweeks by the Class Member, and the opportunity to opt out or object to the Settlement. All
4 Class Members who do not affirmatively opt out will receive an Individual Class Payment upon
5 the Court granting final approval.

6 11. Because the Settlement is fair and reasonable and was negotiated at arm's
7 length by experienced counsel and an experienced mediator following a sufficient exchange of
8 information and documents before mediation, it should be preliminarily approved. Plaintiff
9 respectfully requests that the Court enter an order preliminarily approving the Settlement,
10 conditionally certifying the Class under Code of Civil Procedure § 382 for settlement purposes
11 only, approving the proposed Class Notice, appointing Plaintiff's counsel as Class Counsel,
12 appointing ILYM Group as the Settlement Administrator, and scheduling a hearing for the final
13 approval of the Settlement.

14 12. As further detailed in the accompanying Declaration of Mehrdad Bokhour,
15 given the realistic value of Plaintiff's claims, the \$1,260,000 Settlement Amount is an excellent
16 result for the Class, considering that the Settlement Amount totals approximately 78% of
17 Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the
18 Settlement will provide significant monetary relief to the Class.

19 13. The Settlement was the product of extensive arm's length negotiations
20 between counsel and was facilitated by an experienced wage-and-hour class action mediator.
21 Though cordial and professional, the Settlement negotiations were adversarial and non-collusive
22 in nature. The Settlement reached is the product of substantial effort by the Parties and their
23 counsel. Although Plaintiff and Class Counsel believed that there was a possibility of certifying
24 the claims, they recognized the potential risk, expense, and complexity posed by litigation, such
25 as unfavorable decisions on class certification, summary judgment, at trial and/or on the
26 damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if
27 Defendant prevailed on any of its defenses, the Class Members may not have received any
28 substantial monetary recovery.

1 14. The Settlement will result in a fair payment to each Settlement Class Member
2 based on the number of Weeks Worked during the Class Period. As set forth hereinabove,
3 Plaintiff and their counsel have diligently investigated the claims and defenses on behalf of the
4 Settlement Class Members and worked to achieve a resolution of the claims to maximize the
5 recovery by avoiding further expenditure of Attorneys' Fees and Costs. After evaluating the
6 significant risks attendant with further litigation described above and weighing them against the
7 benefits of a known compromise and settlement as set forth in the Settlement Agreement,
8 settlement on the terms agreed to is believed to be in the best interest of Plaintiff and the
9 Settlement Class, and is a fair and reasonable resolution of the claims alleged.

10 15. Plaintiff's counsel brought to bear a great deal of collective experience in
11 negotiating the settlement of this case. As detailed herein, Plaintiff's counsel engaged in
12 necessary informal discovery, investigation, sampling, and expert evaluation, making it possible
13 to exercise informed judgment throughout the settlement process, including significant
14 document review (e.g., documents pertaining to Defendant's policies and procedures, personnel
15 documents, wage statements, time records, among others) and conducted an extensive analysis
16 and extrapolation of the sampling of class-wide data provided by Defendant.

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

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

26 18. Of course, the Settlement Amount represents a compromise figure, taking into
27 account the various risks surrounding class certification and the merits of Defendants' asserted
28 defenses. Nevertheless, the Settlement provides for fair and adequate payments to the Settlement

1 Class Members, with no reversion to Defendants.

2 19. When I undertook representation of Plaintiff and the putative class in this
3 Action, I did so entirely on a contingency-fee basis. My firm agreed to advance all litigation
4 costs and expenses and to bear the full financial risk of non-recovery. At the outset of the case,
5 the outcome was highly uncertain. Defendant vigorously contested liability, raised substantial
6 defenses to class certification and the merits, and made clear its intent to litigate the case
7 aggressively through motion practice, trial, and potential appeal.

8 20. It is also my experience, based on extensive practice in complex wage-and-
9 hour and class action litigation throughout California, that attorneys' fee awards of one-third
10 (1/3) of a common fund are routinely approved and are considered the benchmark in
11 California state and federal courts. The requested fee here falls squarely within that accepted
12 range and is consistent with awards approved in comparable cases involving similar risk,
13 complexity, and results.

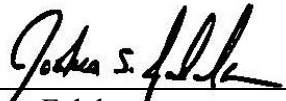
14 21. Defendant does not oppose this fee request. The fee is further warranted
15 because it is within the range of reasonableness typically awarded in class actions. Our firm's
16 Costs will not exceed \$25,000 and will be based on the actual amount incurred at the time of
17 final approval.

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

22 23. For the foregoing reasons, it is respectfully requested that the Court grant
23 preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the
24 Settlement Class, and to preliminarily approve the notice plan and set a final approval hearing.
25 Plaintiff will seek final approval of attorneys' fees, costs, and service awards at the final
26 approval stage.

27 I declare under penalty of perjury under the laws of California that the foregoing is
28 true and correct on this 13th day of March 2026, in Los Angeles, California.

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

By: 
Joshua Falakassa