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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

DANIEL GONZALEZ, on behalf of himself and all others similarly situated,

Plaintiff,

v.

VORTEX INDUSTRIES, LLC, a California Limited Liability Company; and DOES 1-50, inclusive.

Defendant.

CASE NO.: CV2025-1035

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

HEARING INFORMATION

Date: April 2, 2026
Time: 1:30 p.m.
Dept.: 22

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., and I serve as attorney of record, along with The Bokhourm Law Group, P.C., for Plaintiff Daniel Gonzalez ("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.

2. 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 Districts. I 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 ("Boalt Hall"), where I completed courses in Labor Law, Employment Discrimination, and Labor/Employment arbitration. 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 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 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 through 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 2021-2024.

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

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

10. Through a contested but productive mediation, Plaintiff and Defendant Vortex Industries, LLC ("Defendant") (collectively, the "Parties") entered into a Class Action and PAGA Settlement Agreement resolving the wage and hour claims of the Settlement Class ("Settlement Agreement" and/or "Settlement"), and Class Notice which is attached to the accompanying Declaration of Mehrdad Bokhour as Exhibit "A".

11. The Settlement Agreement seeks to fully release and discharge Defendant from the claims brought against it in this matter in exchange for Defendant's agreement to pay $1,100,000 on a non-reversionary, non-claim made basis (each Settlement Class Member will receive his/her share of the Net Settlement Amount without having to submit a claim form or taking action, except for those who opt-out).

12. Plaintiff seeks to represent a Class of all persons who are or were employed by Defendant in California and classified as non-exempt or hourly employees at any time during the Class Period from August 1, 2021, through November 18, 2025 (the "Class" or "Class Members"). Likewise, the Aggrieved Employees include all persons who are or were employed by Defendant in California and classified as non-exempt or hourly employees at any time during the Class Period from February 23, 2023, through November 18, 2025. ("Aggrieved Employees").

13. Under the terms of the Settlement Agreement, Defendant has agreed not to oppose Class Counsel's application for: (1) an award of attorneys' fees not to exceed one-third of the total Settlement Amount; (2) reimbursement of litigation costs not to exceed $40,000; (3) Settlement Administration costs not to exceed $8,000; (4) payment of $100,000 in PAGA penalties, of which $75,000 (75%) will be paid to the California Labor and Workforce Development Agency ("LWDA")

and $25,000 (25%) will be distributed to the Aggrieved Employees; and (5) a Service Award of up to $5,000 to Plaintiff in recognition of his efforts in representing the Class. (Settlement Agreement ("S.A.") ¶ 54(a)–(h).)

14. Based on the information exchanged during the litigation and confirmed at mediation, I understand that the proposed Settlement Class includes approximately 581 non-exempt employees who worked for Defendant in California during the Class Period. It is Plaintiff's contention that, regardless of job title or role, all non-exempt employees were subject to the same wage-and-hour policies and payroll and scheduling practices. Accordingly, Individual Settlement Payments will be distributed on a pro rata basis based on each Class Member's number of Compensable Workweeks during the Class Period. Assuming approximately 581 Settlement Class Members participate in the settlement, the average recovery is estimated to be approximately $998 per class member, with the highest estimated recovery being approximately $1,814, depending on the number of compensable workweeks worked during the Class Period.

15. The Settlement is non-reversionary, meaning that no portion of the Net Settlement Amount will revert to Defendant. In addition, Settlement Class Members will not be required to submit claim forms to receive payment. Instead, each Class Member will receive a detailed Notice explaining the terms of the Settlement, their estimated Individual Settlement Payment, their right to dispute the number of Compensable Workweeks attributed to them, and their right to opt out of or object to the Settlement. All Class Members who do not affirmatively opt out will automatically receive a settlement payment following the Court's final approval of the Settlement.

16. Based on my review of the Settlement Agreement and the information obtained through investigation and discovery, I believe the Settlement is fair, reasonable, and adequate. The Settlement was reached through arm's-length negotiations between experienced counsel with the assistance of an experienced mediator after a meaningful exchange of information sufficient to evaluate the strengths and weaknesses of the claims and defenses. Accordingly, Plaintiff respectfully requests that the Court preliminarily approve the Settlement, conditionally certify the Settlement Class pursuant to Code of Civil Procedure section 382 for settlement purposes, approve the proposed Class Notice, appoint Class Counsel, appoint Phoenix Class Action Administration Solutions as the

Settlement Administrator, and set a hearing for final approval.

17. Prior to mediation, the Parties engaged in an extensive informal discovery process that enabled the Parties to meaningfully evaluate the claims and defenses. Defendant produced written policies, compensation policies, and a statistically significant sampling of payroll and timekeeping records. This information allowed Plaintiff's counsel and their expert to analyze key issues including class size, workweeks worked, Defendant's pay practices, and potential damages exposure. Plaintiff and counsel also conducted interviews with employees, researched the applicable law, investigated Defendant's operations, and evaluated Defendant's potential defenses.

18. Based on this investigation and analysis, Class Counsel concluded that the Settlement represents a fair, reasonable, and adequate resolution of the claims when weighed against the risks of continued litigation. These risks include Defendant's asserted defenses, the uncertainty of class certification and representative treatment, and the possibility of delay associated with prolonged litigation and potential appellate review.

19. On February 21, 2025, the Parties participated in mediation before Steve Serratore, Esq., which did not result in a settlement. Thereafter, on August 13, 2025, the Parties participated in a second mediation before Daniel Turner, Esq. After a full day of negotiations and the issuance of a mediator's proposal, the Parties reached an agreement to resolve both this Action and the related B & P Action on a class and representative basis.

20. Based on the data obtained through informal discovery and the information exchanged between the Parties, I understand that the Settlement Class consists of approximately 581 Class Members who worked a total of approximately 71,629 workweeks during the Class Period.

21. As further explained in the accompanying Declaration of Mehrdad Bokhour, and based on the information obtained through investigation and analysis, the $1,100,000 gross Settlement Amount represents an excellent result for the Class, particularly given the risks of continued litigation. The Settlement Amount represents approximately 58.9% of Plaintiff's risk-adjusted valuation of the case, which is well within the range of reasonableness for class action settlements. The Settlement will therefore provide meaningful and immediate monetary relief to the Class.

22. The Settlement was the product of extensive, arm's-length negotiations between experienced counsel and was facilitated by a respected wage-and-hour class action mediator. Although the negotiations were professional and cordial, they were hard-fought and adversarial, and the resulting Settlement is not the product of collusion. In reaching this agreement, Plaintiff and his counsel carefully considered the risks, expense, and complexity associated with continued litigation, including the possibility of unfavorable rulings on class certification, summary judgment, trial, damages, or appeal. In addition, if Defendant prevailed on its defenses, Class Members might recover little or nothing.

23. The Settlement will provide a fair and reasonable recovery to each Settlement Class Member based on the number of Weeks Worked during the Class Period. I understand that Plaintiff and Class Counsel conducted a thorough investigation of the claims and defenses and worked diligently to achieve a resolution that maximizes the Class's recovery while avoiding the significant additional expense associated with further litigation. After weighing the risks of continued litigation against the benefits of a certain recovery, I believe the Settlement is in the best interests of the Settlement Class and represents a fair and reasonable compromise of disputed claims.

24. Plaintiff's counsel brought substantial experience in wage-and-hour class action litigation to the negotiation and evaluation of this Settlement. In preparing the case for mediation, counsel conducted significant investigation and analysis, including review of Defendant's policies and procedures, personnel documents, wage statements, and timekeeping records. Counsel also performed a detailed analysis and extrapolation of the class-wide data produced by Defendant with the assistance of an expert.

25. Based on my experience litigating wage-and-hour class actions, I believe that Falakassa Law, P.C. and The Bokhour Law Group, P.C. possess the necessary experience and expertise to evaluate the merits of the claims and Defendant's defenses in this matter. In my opinion, the recovery provided under the Settlement is reasonable, fair, and adequate given the risks and uncertainties inherent in obtaining class certification and proceeding to trial. The Settlement provides meaningful compensation to Settlement Class Members without the delays and risks associated with further litigation.

26. Based on the information available to me, both Plaintiff's counsel and Defendant's counsel support the terms and conditions of the Settlement as set forth in the Settlement Agreement.

27. This case was prosecuted on a pure contingency basis, meaning that my firm assumed the risk of advancing all litigation costs without any guarantee of recovery. Throughout the course of this litigation, we paid all necessary costs, including filing fees, mediation costs, and expert expenses. Had Plaintiff not prevailed, there was a substantial risk that these costs would not have been recovered.

28. Based on my experience in wage-and-hour class actions, an attorneys' fee award of one-third of the common fund is well within the range commonly approved by California courts. In this case, Class Counsel will request attorneys' fees in the amount of one-third of the Settlement Amount. Defendant does not oppose this request. Class Counsel will also seek reimbursement of litigation costs not to exceed $40,000, which reflects the actual costs incurred in prosecuting this case.

29. The Parties have stipulated, subject to Court approval, that Phoenix Class Action Administration Solutions serve as the Settlement Administrator. Phoenix is an experienced and reputable class action settlement administrator, and its fees for administering this Settlement will not exceed $8,000.

30. 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 the Falakassa Law, P.C.

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

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 9th day of March 2026, in Los Angeles, California.

By: ______________________
Joshua Falakassa, Esq.