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Attorneys for Plaintiff and the Settlement 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.

Defendants.

CASE NO.: 103524CV431369

Assigned to the Hon. Beth McGowen

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

HEARING INFO

Date: October 15, 2026

Time: 1:30 p.m.

Dept.: 22

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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., co-counsel with The Bokhour Law Group, P.C, as attorney of record for Plaintiff Daniel Gonzalez and the Settlement Class.

3. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement.

5. 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.

6. 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.

7. 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

1 employees, the majority of which has included class action and representative action wage and
2 hour matters. In total, I have handled upwards of 90 class action and representative action
3 wage/hour cases.

4 8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
5 the years 2017-2026, a distinction that is reserved for the top 2.5 % of lawyers in the practice
6 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50
7 wage and hour class and/or PAGA action settlements in California in 2021-2025.

8 9. I am an attorney duly licensed to practice before all courts of the State of
9 California and serve as Class Counsel in this action. My co-counsel and I have substantial
10 experience prosecuting complex wage-and-hour class and representative actions. We undertook
11 a thorough investigation of the claims and were prepared to continue litigating this matter
12 through certification, trial, and any resulting appeals. Based on our investigation, the evidence
13 exchanged, the applicable law, the risks of continued litigation, and the benefits secured for the
14 Settlement Class, I strongly and unequivocally support the proposed Settlement as fair,
15 reasonable, adequate, and in the best interests of the Settlement Class.

16 10. In my professional judgment, the recovery obtained for the Settlement Class is
17 well within the range of reasonable outcomes for an action of this nature. The Settlement
18 provides Class Members with prompt and meaningful monetary compensation while avoiding
19 the substantial risks, expense, and delay associated with continued litigation, class certification
20 proceedings, trial, and potential appellate review. The response of the Settlement Class further
21 confirms the strength of the result: no Class Member objected to the Settlement, and no Class
22 Member requested exclusion. The Settlement Class’s unanimous participation weighs strongly
23 in favor of final approval.

24 11. All relevant considerations support final approval. The Settlement resulted from
25 informed, arm’s-length negotiations conducted through two full-day mediation sessions before
26 experienced and well-respected class action mediators. Before reaching the Settlement, Class
27 Counsel extensively investigated the factual and legal issues, reviewed and analyzed substantial
28 employment and payroll data, evaluated Defendant’s defenses, prepared detailed damages

1 models, and carefully assessed the risks of class certification and ultimate liability. Based on
2 my experience handling wage-and-hour class and PAGA litigation, I believe the Settlement
3 represents an excellent result for the Settlement Class. The absence of any objection or request
4 for exclusion provides additional compelling evidence that the Settlement is fair, adequate, and
5 reasonable.

6 12. Class Counsel seek an attorneys' fee award of \$366,666.67, representing
7 approximately one-third, or 33.33%, of the Settlement Amount. In my opinion, the requested
8 fee is reasonable in light of the substantial monetary benefit obtained, the complexity and risks
9 of the litigation, the contingent nature of the representation, the time and resources devoted to
10 the matter, and Class Counsel's commitment to prosecuting the action without any guarantee
11 of payment or reimbursement.

12 13. Class Counsel prosecuted this action entirely on a contingency basis. We
13 received no compensation during the litigation and assumed the risk that, despite investing
14 substantial attorney time and advancing significant litigation expenses, we could recover
15 nothing. Wage-and-hour class actions present considerable risks at every stage, including class
16 certification, merits adjudication, trial, and appeal. Those risks were particularly significant
17 here because Defendant disputed liability, challenged Plaintiff's theories of recovery, and
18 maintained that no damages or penalties were recoverable. Class Counsel nevertheless
19 committed the resources necessary to investigate, prosecute, and resolve the action for the
20 benefit of the Settlement Class.

21 14. Class Counsel have incurred, or reasonably anticipate incurring through
22 completion of settlement administration, approximately 255 attorney hours. I have incurred or
23 reasonably anticipate incurring approximately 125 hours at my customary hourly rate of \$725.
24 Co-counsel, Mehrdad Bokhour, has incurred or reasonably anticipates incurring approximately
25 130 hours at a customary hourly rate of \$750. These rates are consistent with the rates
26 customarily charged for our services and, in my experience, with prevailing market rates for
27 attorneys of comparable skill and experience prosecuting complex wage-and-hour class and
28 PAGA actions.

1 15. When Class Counsel accepted this matter, the outcome was uncertain. We agreed
2 to advance all litigation expenses and bear the risk of nonpayment. During the prosecution of
3 this action, Class Counsel advanced filing fees, court costs, legal-research expenses, mediation
4 fees, and other necessary litigation costs. There was never any assurance that these expenditures
5 would be reimbursed or that Class Counsel would receive compensation for the time devoted
6 to the action.

7 16. Based on my experience litigating wage-and-hour class actions in California, a
8 fee award equal to one-third of the common fund is reasonable and consistent with awards
9 commonly approved in comparable cases. Class Counsel's request for 33.33% of the Settlement
10 Amount appropriately reflects the results achieved, the substantial risks assumed, the contingent
11 nature of the representation, and the work necessary to bring this matter to a successful
12 resolution.

13 17. The requested fee is further justified by the concrete benefit obtained for the
14 Settlement Class. The Settlement creates an immediate cash fund for eligible Class Members
15 without requiring them to submit claims and without exposing them to the risks or delays of
16 continued litigation. The Class Members' response was uniformly favorable: no Class Member
17 objected, and no Class Member requested exclusion. Defendant has also agreed not to oppose
18 the requested fee award.

19 18. The Settlement Class consists of individuals who are or were employed by
20 Defendant as nonexempt hourly employees in California between August 1, 2021, and
21 November 18, 2025. Plaintiff principally alleges that Defendant's timekeeping practices
22 resulted in the failure to pay Class Members all wages owed. Plaintiff also alleges claims based
23 on unpaid wages, noncompliant meal and rest periods, inaccurate wage statements, waiting-
24 time penalties, and related civil penalties under the Private Attorneys General Act. Defendant
25 disputes Plaintiff's allegations and denies liability.

26 19. The proposed Settlement resulted from extensive, arm's-length negotiations,
27 including two full-day mediation sessions conducted before experienced class action mediators
28 Steve Serratore, Esq., and Daniel Turner, Esq. The mediations afforded the parties a meaningful

1 opportunity to evaluate their respective positions, test their factual and legal theories, and assess
2 the risks and likely outcomes of continued litigation.

3 20. Plaintiff and Class Counsel diligently investigated and evaluated the claims
4 asserted in this action. In recommending the Settlement, we considered the disputed factual and
5 legal issues, Defendant's defenses, the risks associated with class certification and proving
6 liability and damages, the expense and delay of continued litigation, and the substantial benefits
7 the Settlement provides. After weighing these considerations, I concluded that the Settlement
8 is fair, reasonable, adequate, and in the best interests of the Settlement Class.

9 21. The Settlement does not provide preferential treatment to any segment of the
10 Settlement Class. Instead, each participating Class Member's share is calculated under the
11 objective allocation formula set forth in the Settlement Agreement. The formula is designed to
12 distribute the Net Settlement Amount fairly among Class Members according to their respective
13 employment during the relevant period. The proposed attorneys' fees have also been fully
14 disclosed, as required by California Rules of Court, rule 3.769(b), and are reasonable under the
15 circumstances of this case.

16 22. As presented in connection with preliminary approval, Class Counsel conducted
17 a substantial investigation into the facts and merits of the asserted wage-and-hour claims. That
18 investigation included reviewing and analyzing extensive information, correspondence,
19 employment records, timekeeping and payroll data, workplace policies and procedures, and
20 evidence concerning the size and composition of the Settlement Class and the common nature
21 of the alleged violations. Class Counsel also investigated the claims of similarly situated
22 employees, researched the governing law and Defendant's anticipated defenses, analyzed the
23 number of current and former employees and their respective periods of employment, and
24 prepared comprehensive damages models addressing the claims at issue.

25 23. In light of the uncertainties, expense, and delay associated with protracted
26 litigation, the Settlement represents the best practicable recovery for the Settlement Class.
27 Although the Settlement Amount necessarily reflects compromise, it was reached only after the
28 parties carefully evaluated the strengths and weaknesses of their respective positions. Using the

1 detailed timekeeping, payroll, and employment data obtained through discovery and informal
2 exchanges, Class Counsel developed damages models that accounted for the potential value of
3 the claims, the likelihood of class certification, the disputed evidence, Defendant's defenses,
4 and the risks of establishing liability and damages. Defendant continues to deny liability and
5 disputes Plaintiff's valuation of the claims. Against that contested backdrop, the Settlement
6 provides a substantial, certain, and prompt recovery that is fair, reasonable, and in the best
7 interests of the Settlement Class.

8 24. Moreover, as further detailed in Plaintiff's Motion for Preliminary Approval of
9 Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on
10 several grounds.

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

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

18 I declare under penalty of perjury under the laws of California that the foregoing is true
19 and correct, this 18th day of September 2026, at Los Angeles, California.

20
21 
22 Joshua Falakassa