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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

ARTEM TOGONIDZE, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

KLA CORPORATION, a California Corporation;
and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV431363

Assigned to the Hon. Theodore C. Zayner

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

Hearing

Date: January 14, 2026

Time: 1:30 p.m.

Dept.: 19

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1 **DECLARATION OF JOSHUA FALAKASSA**

2 I, Joshua Falakassa, say and declare as follows:

3 1. I am an attorney at law, duly licensed to practice before all the Courts of the State of
4 California, and I am the principal of Falakassa Law P.C., and I serve as attorney of record, along
5 with The Bokhour Law Group, P.C., The Markham Law Firm, and Colehan, Khoury & Singer, for
6 Plaintiff Artem Togonidze (“Plaintiff”) and the Putative Class. I am familiar with the file in this
7 matter, and if called as a witness, I could and would competently testify to the following facts of
8 my own personal knowledge.

9 2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval
10 of Class Action Settlement.

11 3. I have been a member, in good standing, of the State Bar of California since 2013. I
12 am admitted to practice before all California state courts and the United States District Court of
13 California for the Northern, Central District, and Eastern Districts. I have litigated class action and
14 Private Attorney General Act (“PAGA”) representative action cases in various courts across
15 California.

16 4. I am a 2013 graduate from the University of California, Berkeley, School of Law
17 (“Berkeley Law”), where I completed courses in Labor Law, Employment Discrimination, and
18 Labor/Employment arbitration. During law school, I served as a summer associate at Sanford,
19 Wittels, and Heisler LLP, a boutique plaintiffs’ side employment law firm focusing on FMLA wage
20 and hour class action litigation and other public interest lawsuits. As a second-year law student, I
21 served as a summer associate at the San Francisco office of Littler Mendelson, P.C. I aided employers
22 in defending wage and hour class action lawsuits filed under California and federal law.

23 5. From August 2018 to January 2019, I was an associate at the Paul Haines Law Group,
24 where I actively managed a caseload of more than 50 class and representative PAGA action lawsuits
25 in California and federal courts.

26 6. Thereafter, as principal of Falakassa Law, P.C., I have handled over 100 employees
27 vs. employer litigation matters, including more than 80 class action wage/hour and PAGA cases. Over
28 the last few years, my practice has almost entirely consisted of representing employees, the majority

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

3 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the
4 years 2017 through 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
5 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50 wage
6 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 provide
8 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 actions.

10 10. Through a contested but productive mediation, Plaintiff and Defendant KLA Corp.
11 (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA Settlement
12 Agreement resolving the wage and hour claims of the Class (“Agreement”), which is attached hereto
13 as Exhibit “A” to the Declaration of Mehrdad Bokhour in Support of Plaintiff’s Motion for
14 Preliminary Approval of Class Action Settlement.

15 11. The Settlement Agreement seeks to fully release and discharge it from the claims
16 brought against it in this matter in exchange for Defendant’s agreement to pay \$4,100,000 on a non-
17 reversionary, non-claim-made basis (each Class Member will receive his/her share of the Net
18 Settlement Amount without having to submit a claim form or taking action, except for those who opt
19 out).

20 12. Plaintiff seeks to represent a Class of similarly situated persons who are or were
21 previously employed by Defendant in California and classified as non-exempt employees from
22 February 20, 2020 to June 13, 2025. (“Class Period”). Likewise, the Aggrieved Employees include
23 all persons who are or were previously employed by Defendant in California and classified as a non-
24 exempt employee at any time from February 11, 2023 to June 13, 2025 (“Aggrieved Employees”).

25 13. Under the terms of the Settlement Agreement, Defendant will not oppose Class
26 Counsel’s application for a reasonable award of attorney’s fees not to exceed 35% of the Settlement
27 Amount, Class Counsel’s litigation costs not to exceed \$30,000, Settlement Administration Costs not
28 to exceed \$12,000, PAGA penalties of \$205,000 (of which \$153,750 or 75% will be paid to the

1 LWDA and the remaining \$51,250 or 25% will be paid to the Allegedly Aggrieved Employees), and
2 a Service Award not to exceed \$10,000 to the named Plaintiff.

3 14. As further detailed in the accompanying Bokhour Declaration, given the realistic value
4 of Plaintiff's claims, the \$4,100,000 Settlement Amount is an excellent result for the Class,
5 considering that the Settlement Amount totals approximately 50% of Plaintiff's risk-adjusted value
6 of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary
7 relief to the Class.

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

17 16. The Settlement will result in a fair payment to each Settlement Class Member based
18 on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiff and
19 counsel have diligently investigated the claims and defenses on behalf of the Class Members and
20 worked to resolve the claims to maximize the recovery by avoiding further expenditure of attorneys'
21 fees and costs. After evaluating the significant risks attendant with further litigation described above
22 and weighing them against the benefits of a known compromise and settlement as set forth in the
23 Settlement Agreement, a settlement on the terms agreed to is believed to be in the best interest of
24 Plaintiff and the Class and is a fair and reasonable resolution of the claims alleged.

25 17. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
26 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal
27 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
28 judgment throughout the settlement process, including significant document review (e.g., documents

1 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
2 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
3 class-wide data provided by Defendant.

4 18. Based on my experience in other cases, including wage and hour matters, my law firm
5 is qualified to evaluate the class claims and viability of defenses in this class action. In this case, the
6 recovery for each Class Member is reasonable, fair, and adequate, and a settlement at this time is in
7 the Class's best interest. The Settlement compensates each Class Member for the alleged violations
8 when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding
9 to trial.

10 19. Plaintiff's counsel and Defendant's counsel fully endorse the terms and conditions of
11 the Settlement as set forth in the above-mentioned Settlement Agreement.

12 20. Of course, the Settlement Amount represents a compromise figure, considering the
13 various risks surrounding class certification and the merits of Defendant's asserted defenses.
14 Nevertheless, the Settlement provides fair and adequate payments to the Class Members, with no
15 reversion to Defendant.

16 21. I have handled upwards of 100 class and representative actions, have been appointed
17 as class counsel and have successfully litigated and resolved several class actions, and many others
18 remain pending.

19 22. When this case was taken on a contingency fee basis, with our firms agreeing to
20 assume responsibility for all litigation costs, the ultimate result was far from certain. During this
21 litigation, we paid all costs, including the filing fees, court costs, research/database fees, mediation
22 costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures.

23 23. It is my experience that attorneys' fee awards of one-third of a common fund
24 settlement are the standard in California. Once the Court grants preliminary approval of the
25 Settlement Agreement and the Notice Packet is disseminated, my office will submit a request for
26 attorneys' fees and costs with its final approval motion. Defendant does not oppose this fee request.
27 The fee is further warranted because it is within the range of reasonableness and will be based on the
28 actual amount incurred at the time of final approval.

24. 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 Class, as well as preliminarily approve the requested attorneys' fees and costs, and service award to the Class Representative.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 17th of December 2025, at Los Angeles, California.

By: Joshua S. Falakassa
Joshua Falakassa, Esq