

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq. (CA Bar No. 285256)

mehrdad@bokhourlaw.com

1901 Avenue of the Stars, Suite 520

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, Esq. (CA Bar No. 295045)

josh@falakassalaw.com

1901 Avenue of the Stars, Suite 520

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

IGNACIO GARATE, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

LINCARE, INC., a Delaware Corporation;
and DOES 1-50, inclusive.

Defendants.

CASE NO.: 37-2024-00026882-CU-OE-CT

Assigned to Hon. Marcella O. McLaughlin

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

HEARING INFO

Date: September 18, 2026

Time: 9:30 a.m.

Dept.: C-72

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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 Ignacio Garate and the Settlement Class. 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.

2. I submit this declaration in support of Plaintiff's Motion for Final 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 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, (“Boalt Hall”) 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 100s of 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,

1 the majority of which has included class action and representative action wage and hour matters.
2 In total, I have 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
4 the years 2017-2026, 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
6 wage and hour class and/or PAGA action settlements in California in 2021-2025.

7 8. I am an experienced member of the California Bar and have substantial
8 experience representing employees in complex wage-and-hour and class action litigation.
9 Together with my co-counsel, I have vigorously prosecuted this Action on behalf of Plaintiff
10 and the putative Class. Plaintiff and Class Counsel were prepared to continue litigating this
11 matter through class certification, trial, and, if necessary, appeal. Nevertheless, based on my
12 experience, my knowledge of the facts and evidence developed during the litigation, and my
13 assessment of the risks, costs, and potential benefits of continued litigation, I strongly and
14 unequivocally believe that the proposed Settlement is an excellent result and is in the best
15 interests of the Settlement Class.

16 9. In my opinion, all relevant factors support final approval of the Settlement. The
17 Settlement was reached through arm’s-length negotiations conducted with the assistance of an
18 experienced and well-respected mediator, after Class Counsel had conducted substantial
19 investigation, discovery, data analysis, and evaluation of the claims and defenses. Based upon
20 my experience litigating wage-and-hour class and PAGA actions, I believe the Settlement
21 provides a strong and meaningful result for the Settlement Class when weighed against the
22 risks, costs, and delay associated with continued litigation. The Settlement Class’s response
23 further supports approval. No Class Member filed an objection requesting that final approval
24 be denied, and no Class Member requested exclusion from the Settlement. Taken together, these
25 circumstances strongly support a finding that the Settlement is fair, adequate, reasonable, and
26 in the best interests of the Settlement Class.

27 10. Plaintiff and Class Counsel also request final approval of a Class Representative
28 Service Payment of \$10,000 to Plaintiff in recognition of the time, effort, assistance, and risks

1 he undertook in prosecuting this Action on behalf of the Settlement Class. A class representative
2 assumes responsibilities beyond those borne by an ordinary class member, including assisting
3 counsel with factual investigation, providing information and documents, remaining available
4 throughout the litigation, participating in the settlement process, and undertaking the
5 responsibility of acting in the interests of absent class members. In evaluating a requested
6 service payment, courts appropriately consider the representative's efforts to protect the
7 interests of the class, the benefit conferred upon the class, and the time and effort expended in
8 prosecuting the action.

9 11. Plaintiff actively assisted Class Counsel throughout this litigation. Among other
10 things, Plaintiff provided documents and information relevant to the claims, educated counsel
11 concerning Defendant's operations, timekeeping practices, and workplace procedures,
12 responded to counsel's requests for information, and remained available throughout the
13 litigation and mediation process. His participation materially assisted Class Counsel in
14 investigating and evaluating the claims and ultimately achieving the Settlement for the benefit
15 of the Settlement Class.

16 12. Based upon my experience in wage-and-hour class actions, the requested
17 \$10,000 Service Payment is reasonable and proportionate to Plaintiff's contributions to this case
18 and the benefit achieved for the Settlement Class. The amount is also within the range
19 commonly approved in comparable wage-and-hour class settlements. Defendant does not
20 oppose the requested payment. In my opinion, the requested Service Payment appropriately
21 recognizes Plaintiff's important role in initiating and prosecuting the Action and the time, effort,
22 and responsibilities he assumed on behalf of the Settlement Class.

23 13. Class Counsel also request an award of attorneys' fees equal to approximately
24 one-third of the Gross Settlement Amount, subject to Court approval. In my opinion, the
25 requested percentage is fair and reasonable in light of the result obtained, the complexity of the
26 litigation, the contingent nature of the representation, the risks assumed by counsel, and the
27 substantial time and resources devoted to the Action. The requested fee also falls within the
28 range commonly awarded in California common-fund class action settlements.

1 14. Class Counsel prosecuted this Action on a wholly contingent basis. There was
2 no guarantee that Plaintiff or the Settlement Class would recover anything, nor any assurance
3 that counsel would receive compensation for the substantial time devoted to the matter or
4 reimbursement of the costs advanced. Class Counsel nevertheless committed significant
5 attorney time and resources to investigating the claims, reviewing and analyzing Defendant's
6 records, researching the applicable law, preparing the case for mediation, negotiating the
7 Settlement, and seeking Court approval. Counsel also assumed the risk inherent in class
8 litigation, including the possibility that class certification could be denied, that Plaintiff could
9 fail to establish liability or damages, or that any favorable result could be reduced or reversed
10 on appeal.

11 15. Class Counsel have incurred, or reasonably anticipate incurring through
12 completion of settlement administration, approximately 202 total attorney hours in prosecuting
13 this Action since its inception. I have incurred, or reasonably anticipate incurring,
14 approximately 96 hours at my customary hourly rate of \$725 per hour, resulting in an individual
15 lodestar of approximately \$69,600. My co-counsel, Mehrdad Bokhour, has incurred, or
16 reasonably anticipates incurring, approximately 106 hours at his customary hourly rate of \$750
17 per hour, resulting in an individual lodestar of approximately \$79,500. The combined lodestar
18 attributable to our anticipated attorney time is therefore approximately \$149,100.

19 16. In my experience, the hourly rates of \$750 and \$725 are reasonable and
20 consistent with prevailing market rates charged by attorneys of comparable experience litigating
21 complex wage-and-hour class and PAGA matters in California. These rates fairly reflect the
22 level of skill, experience, responsibility, and risk required to prosecute this type of litigation.

23 17. The lodestar provides an additional cross-check supporting the reasonableness
24 of the requested percentage fee. Based upon the approximately \$149,100 combined lodestar, a
25 fee request of \$243,330.90, representing one-third of a \$730,000 Gross Settlement Amount,
26 would result in a multiplier of approximately 1.63. In my opinion, that modest positive
27 multiplier is reasonable in light of the contingent risk undertaken, the result achieved, the delay
28 in payment, and the substantial benefit conferred upon the Settlement Class.

1 18. Based on my experience litigating wage-and-hour class and representative
2 actions in California, percentage-based fee awards are commonly used to compensate counsel
3 where a settlement creates a common fund for the benefit of the class. Here, Class Counsel
4 request an award of attorneys' fees equal to 33.33% of the Gross Settlement Amount. In my
5 opinion, the requested fee is fair and reasonable in light of the substantial work performed, the
6 contingent risks undertaken, the result achieved for the Settlement Class, and the benefits
7 conferred upon the Settlement Class Members.

8 19. The requested fee is further supported by the result achieved. The Settlement
9 provides an immediate and certain monetary recovery to Settlement Class Members without
10 requiring them to submit claims or undertake any affirmative action to participate. The response
11 of the Settlement Class further confirms the value of the result obtained. The Settlement Class
12 Members overwhelmingly supported the Settlement, with no objections seeking denial of final
13 approval and no requests for exclusion. Defendant does not oppose Class Counsel's requested
14 fee award.

15 20. The Settlement was not the product of an early or uninformed compromise.
16 Rather, it resulted from arm's-length negotiations between experienced counsel after substantial
17 investigation and analysis of the claims and defenses, including a full-day mediation before
18 experienced class action mediator Steve Serratore, Esq. The mediation process provided the
19 Parties with a meaningful opportunity to evaluate their respective positions, assess the risks of
20 continued litigation, and negotiate a resolution based upon the available evidence and potential
21 exposure.

22 21. Plaintiff and Class Counsel diligently investigated and evaluated the claims
23 asserted in this Action before agreeing to the Settlement. In determining that the Settlement was
24 in the best interests of the Settlement Class, we carefully considered the disputed factual and
25 legal issues, Defendant's asserted defenses, the risks associated with class certification and
26 establishing liability and damages, the substantial expense and delay associated with continued
27 litigation and trial, and the possibility of appellate proceedings. We weighed those risks against
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1 the certainty and substantial benefits provided by the Settlement and concluded that the
2 negotiated resolution represents a fair, reasonable, and favorable result for the Settlement Class.

3 22. The Settlement also treats Settlement Class Members fairly and equitably
4 relative to one another. There is no preferential treatment of any subgroup of the Settlement
5 Class. Rather, the Settlement Agreement establishes an objective methodology for allocating
6 the Net Settlement Amount among participating Settlement Class Members. The proposed
7 attorneys' fees have likewise been fully disclosed in accordance with California Rules of Court,
8 rule 3.769(b), and are subject to this Court's independent review and approval.

9 23. As described in connection with preliminary approval, Class Counsel conducted
10 a substantial investigation into the factual and legal merits of the wage-and-hour claims asserted
11 in this Action. That investigation included the review and analysis of substantial amounts of
12 information and documentation, including Defendant's timekeeping and payroll data,
13 employment policies and procedures, wage records, information concerning the size and
14 composition of the Settlement Class, and other evidence relevant to the alleged wage-and-hour
15 practices. We also investigated the experiences of similarly situated employees and analyzed
16 the factual and legal bases for Defendant's defenses.

17 24. Class Counsel further analyzed information concerning the number of Settlement
18 Class Members, the number of current and former employees, the relevant workweeks and pay
19 periods, and the employees who worked during the various portions of the Class Period. Using
20 this information, Class Counsel prepared detailed damages models addressing the wage-and-
21 hour claims at issue. This work allowed us to evaluate not merely a theoretical maximum
22 recovery, but a realistic range of potential outcomes after accounting for the evidence,
23 Defendant's defenses, certification risks, liability risks, and the Court's discretion concerning
24 the availability and amount of certain statutory penalties.

25 25. Based upon this investigation and analysis, I believe the Settlement represents a
26 reasonable and favorable compromise when measured against the substantial uncertainties
27 associated with continued litigation. Although Plaintiff maintained that the claims had
28 substantial merit, Defendant vigorously disputed liability and damages and asserted numerous

1 factual and legal defenses. Defendant maintained that no damages or penalties were recoverable
2 and disputed Plaintiff's valuation of the claims. Had the litigation continued, Plaintiff would
3 have been required to prevail on contested issues of class certification, liability, damages, and
4 penalties before obtaining any recovery for the Settlement Class.

5 26. Continued litigation would therefore have required substantial additional
6 discovery, motion practice, expert analysis, class-certification proceedings, trial preparation,
7 and potentially trial and appellate proceedings, all without any guarantee of a recovery equal to
8 or greater than the Settlement. Even a favorable judgment could have been delayed for years
9 and subjected to post-trial motions and appellate review. The Settlement eliminates those risks
10 and provides Settlement Class Members with a certain monetary recovery without the expense
11 and delay inherent in further litigation.

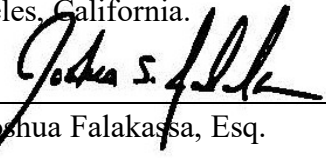
12 27. In reaching the Settlement, Class Counsel did not simply discount Plaintiff's
13 claims because Defendant disputed them. Rather, we evaluated the available evidence,
14 developed damages models based upon Defendant's own data and records, considered the
15 likelihood of establishing the alleged violations on a classwide basis, evaluated the risks
16 associated with certification and liability, and assessed Defendant's asserted defenses. That
17 informed analysis provided the basis for the negotiations at mediation and ultimately for Class
18 Counsel's determination that the Settlement represents a fair and reasonable resolution of the
19 Action.

20 28. Based upon my involvement in this litigation, my review and analysis of the
21 evidence, my participation in the settlement process, and my experience litigating wage-and-
22 hour class actions, I believe the Settlement provides substantial value to the Settlement Class
23 when weighed against the risks, costs, and delay of continued litigation. I therefore believe that
24 the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class,
25 and respectfully request that the Court grant final approval, enter judgment in accordance with
26 the Settlement Agreement, and approve the requested attorneys' fees and other payments
27 provided for under the Settlement.

1 29. For all of these reasons, I believe the requested attorneys' fees and Class
2 Representative Service Payment are fair, reasonable, and appropriate, and I respectfully request
3 that the Court approve them as part of final approval of the Settlement.

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

8 I declare under penalty of perjury under the laws of California that the foregoing is true
9 and correct, this 24th day of August 2026, at Los Angeles, California.

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12 Joshua Falakassa, Esq.
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