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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
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

HEARING INFORMATION

Date: April 17, 2026

Time: 9:30 a.m.

Dept.: C-72

Complaint Filed: June 3, 2024

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 for
5 Plaintiff Ignacio Garate (“Plaintiff”) and the Putative Class.

6 2. I am familiar with the file in this matter, and if called as a witness, I could and would
7 competently testify to the following facts of my own personal knowledge. I submit this declaration
8 in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 3. I am admitted to practice before all California state courts and the United States
10 District Courts for the Central, Eastern, Southern, and Northern Districts of California, and I have
11 litigated class actions and PAGA representative actions in various courts in California.

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

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

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

27 7. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100 employee
28 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.

8. 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.

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

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

11. Through a contested but productive mediation, Plaintiff and Defendant Lincare, Inc. (“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 as Exhibit “A” to the Declaration of Mehrdad Bokhour in Support of Plaintiff’s Motion for Preliminary Approval.

12. 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 \$730,000 on a non-reversionary, non-claim made basis.

13. Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel’s application for a reasonable award of attorney’s fees not to exceed one-third of the Settlement Amount, Class Counsel’s litigation costs not to exceed \$30,000, Settlement Administration Costs not to exceed \$8,000, PAGA penalties of \$20,000 (of which \$15,000 or 75% will be paid to the LWDA and the remaining \$5,000 or 25% will be paid to the Aggrieved Employees), and a Service Award not to exceed \$10,000 to the named Plaintiff (S.A. ¶ 49(a)-(h)).

14. The Class consists of approximately 503 non-exempt employees who worked for Defendant in California during the Class Period. Plaintiff contends that, regardless of job title or role, all non-exempt employees were subject to the same workplace wage and hour policies and practices. As a result, Individual Settlement Payments will be distributed on a pro-rata basis, determined by the number of Compensable Workweeks worked during the Class Period. Assuming a total of

1 approximately 503 Settlement Class Members, the average payment is estimated at \$838, with the
2 highest individual payment at approximately \$2,000 to \$2,200. Class Members with more
3 Compensable Workweeks will receive proportionally higher payments.

4 15. The Settlement is non-reversionary, and Settlement Class Members are not required
5 to submit Claim Forms to receive payment. Each Settlement Class Member will be mailed a Notice
6 Packet containing information about their estimated Individual Settlement Amount, the opportunity
7 to dispute the number of Workweeks credited to them during the Class Period, and instructions on
8 how to submit a Request for Exclusion or an Objection to the Settlement. All Settlement Class
9 Members who do not timely submit a valid Request for Exclusion will automatically receive their
10 Individual Settlement Payment after the Court grants Final Approval. Aggrieved Employees eligible
11 for payments under the PAGA portion of the Settlement may not opt out and will receive their share
12 of the PAGA Amount regardless of participation in the class settlement.

13 16. Because the Settlement is fair, reasonable, and the result of arm's-length negotiations
14 between experienced counsel with the assistance of an experienced mediator, following an
15 appropriate and thorough exchange of relevant information and documents, it warrants preliminary
16 approval. Plaintiff respectfully requests that the Court enter an order: (1) preliminarily approving the
17 Settlement; (2) conditionally certifying the Settlement Class pursuant to California Code of Civil
18 Procedure –§ 382 for settlement purposes only; (3) approving the form and content of the proposed
19 Notice Packet; (4) appointing Plaintiff's counsel as Class Counsel; (5) appointing ILYM Group, Inc.
20 as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

21 17. Throughout the investigation and litigation, Defendant denied Plaintiff's allegations
22 and indicated they would vigorously defend against them. However, before engaging in protracted
23 litigation, the Parties agreed to explore early resolution through private mediation. The Parties
24 conducted a thorough investigation into the facts and legal issues in this Action. This included
25 interviews with putative class members, an investigation of Defendant's operations and pay practices,
26 and the informal exchange of discovery materials, including Defendant's written policies and
27 practices, as well as payroll and timekeeping records for Settlement Class Members and Aggrieved
28 Employees. Class Counsel has extensive experience in wage-and-hour litigation and has conducted

1 substantial research on the legal claims and potential defenses at issue. Class Counsel has diligently
2 investigated the claims asserted on behalf of the Settlement Class Members and Aggrieved
3 Employees.

4 18. Based on this investigation and their own independent evaluation, Class Counsel
5 believes that the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of
6 the Settlement Class Members and Aggrieved Employees, especially in light of the risks and
7 uncertainties associated with continued litigation, Defendant's asserted defenses, and potential
8 appellate issues.

9 19. On December 4, 2025, the Parties participated in a full-day mediation before Steve
10 Serratore, Esq., an experienced class action mediator. After a full-day mediation and the issuance of
11 a mediator's proposal, the Parties reached a settlement.

12 20. Based upon Plaintiff's and his counsel's independent investigation and detailed data
13 obtained through informal discovery and information exchanges, and factoring in claim certification
14 probabilities and liability probabilities, Class Counsel formulated detailed damages models to
15 evaluate the claims in preparation for mediation and in order to reach a realistic and reasonable
16 resolution as further detailed below.

17 21. As further detailed in the Declaration of Mehrdad Bokhour, given the realistic value
18 of Plaintiff's claims, the \$730,000 Settlement Amount is an excellent result for the Class, considering
19 that the Settlement Amount totals approximately 71% of Plaintiff's risk-adjusted value of the case.
20 Preliminary approval is appropriate since the Settlement will provide significant monetary relief to
21 the Class.

22 22. The Settlement was the product of extensive arm's length negotiations between
23 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
24 and professional, the Settlement negotiations were adversarial and non-collusive. The Settlement
25 reached is the product of substantial effort by the Parties and their counsel. Although Plaintiff and
26 their counsel believe that there was a possibility of certifying the claims, they recognized the potential
27 risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification,
28 summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several

1 more years to litigate. In addition, if Defendant prevailed on any of their defenses, the employees
2 may not have received any substantial monetary recovery.

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

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

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

26 26. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and
27 conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

28 27. Of course, the Settlement Amount represents a compromise figure, taking into account

1 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
2 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class
3 Members.

4 28. When this case was taken on a contingency fee basis, with our firm agreeing to assume
5 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
6 litigation, we paid all costs, including the filing fees, mediation costs, and expert costs. There was
7 never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiff lost, he could
8 have been ordered to pay Defendant's costs

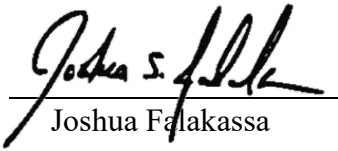
9 29. It is my experience that attorneys' fee awards of one-third of a common fund
10 settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement
11 Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further
12 warranted because it is within the range of reasonableness typically awarded in class actions. Our
13 firm's Costs will not exceed \$30,000 and will be based on the actual amount incurred at the time of
14 final approval.

15 30. Subject to the Court's approval, the parties stipulated that ILYM Group, Inc. serve as
16 the Settlement Administrator. ILYM is experienced in administering class action settlements and will
17 not exceed \$8,000 to administer this class action Settlement.

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

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

26 I declare under penalty of perjury under the laws of California that the foregoing is true and
27 correct on this 25th day of March 2026, in Los Angeles, California.

By: 
Joshua Falakassa

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