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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

CLARA ALARCON, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

PACIFIC PARKS LANDSCAPING, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: S-CV-0052647

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

Hearing

Date: October 2, 2026
Time: 8:30 a.m.
Dept.: 1

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 co-attorney of record for Plaintiff Clara Alarcon (“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 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, (“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.

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 hundreds 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

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

4 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the
5 years 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I
6 have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50 wage and
7 hour class and/or PAGA action settlements in California in 2021, 2022, 2023, and 2024.

8 8. My office has devoted substantial time and resources to investigating, prosecuting,
9 and resolving this action. These efforts have directly contributed to the creation of a meaningful
10 settlement fund for the benefit of the Class. From the outset, my office undertook a comprehensive
11 factual and legal analysis of the claims, including a review of Defendant’s timekeeping, payroll,
12 and policy documents, as well as interviews with Class Members. Throughout the litigation,
13 Plaintiffs’ counsel diligently advanced the case through informed, substantive negotiations and law
14 and motion practice, enabling both sides to fully evaluate the strengths and weaknesses of their
15 respective positions and ultimately reach a fair and reasonable resolution.

16 9. These efforts have directly contributed to the creation of a significant settlement
17 fund for the benefit of the Class.

18 10. Following a contested but productive mediation process, Plaintiff and Defendant
19 Pacific Parks Landscaping Inc. (“Defendant”) (collectively, the “Parties”) reached a comprehensive
20 Class Action and PAGA Settlement Agreement resolving the wage-and-hour claims asserted on
21 behalf of the Settlement Class (the “Settlement Agreement” or “Settlement”). A copy of the
22 Settlement Agreement, together with the proposed Class Notice, is attached as Exhibit “A” to the
23 accompanying Declaration of Mehrdad Bokhour.

24 11. Under the Settlement, Defendant has agreed to pay a Gross Settlement Amount of
25 \$630,000 on a fully non-reversionary, non-claims-made basis. Settlement Class Members will
26 receive their respective shares of the Net Settlement Amount automatically, without the need to
27 submit a claim form or take any affirmative action, except that any individual who wishes to
28 exclude himself or herself from the Settlement may do so in accordance with the procedures set

1 forth in the Settlement Agreement and Class Notice.

2 12. The Settlement provides that Defendant will not oppose Plaintiff's application for
3 attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount,
4 reimbursement of actual litigation costs not to exceed \$25,000, Settlement Administration Costs of
5 up to \$10,000, a PAGA allocation of \$20,000, of which 65% will be paid to the Labor and
6 Workforce Development Agency and 35% will be distributed pro rata to the PAGA Members, and
7 a proposed Service Payment of \$10,000 to the named Plaintiff, all subject to Court approval.

8 13. In my opinion, the Settlement is fair, reasonable, and the product of informed, arm's-
9 length negotiations between experienced counsel. The Parties engaged in a meaningful exchange
10 of information and documents before mediation, which allowed Plaintiff and Class Counsel to
11 evaluate the asserted claims, Defendant's defenses, and the potential value and risks of continued
12 litigation. For these reasons, I believe preliminary approval is appropriate. Plaintiff respectfully
13 requests that the Court preliminarily approve the Settlement, conditionally certify the Settlement
14 Class pursuant to Code of Civil Procedure section 382 for settlement purposes only, approve the
15 proposed Class Notice, appoint Plaintiff's counsel as Class Counsel, appoint CPT Group as
16 Settlement Administrator, and set a hearing for final approval.

17 14. After the pleadings were at issue, the Parties engaged in discussions regarding an
18 efficient and practical resolution of the Action. Given the scope of the putative class and PAGA
19 claims, the expense and burden of continued litigation, and the significant risks inherent in class
20 certification and trial, the Parties agreed that the matter was appropriate for private mediation before
21 the Honorable Mitchel Goldberg (Ret.).

22 15. In preparation for mediation, the Parties engaged in substantial informal discovery
23 and exchanged information sufficient to permit a meaningful and informed assessment of the
24 claims, defenses, and potential exposure. Among other things, Defendant produced relevant
25 policies and procedures, payroll and timekeeping records, and data concerning the number of
26 current and former employees, workweeks, pay periods, and other information necessary to
27 evaluate potential damages. Plaintiff and Class Counsel carefully reviewed and analyzed this
28 information, investigated the factual and legal issues presented by the Action, researched the

1 applicable law, and evaluated the strengths and weaknesses of the claims and defenses, as well as
2 the risks associated with continued litigation, trial, and any subsequent appeal.

3 16. In addition to the legal and factual issues, the Parties carefully considered
4 Defendant's financial condition and its ability to withstand a larger judgment, which was a material
5 factor in the settlement negotiations. The mediation was conducted before Judge Goldberg, a highly
6 experienced class action mediator with substantial experience evaluating complex wage-and-hour
7 disputes and financial issues affecting a defendant's ability to fund a class settlement. Following a
8 full-day mediation on January 30, 2026, Judge Goldberg issued a mediator's proposal, which both
9 Parties ultimately accepted.

10 17. The Settlement provides for a fair and proportional distribution to Settlement Class
11 Members based upon the number of Weeks Worked during the Class Period. In my view, this
12 allocation appropriately ties each Class Member's recovery to his or her relative exposure to the
13 alleged practices at issue. After weighing the strengths of Plaintiff's claims against the substantial
14 risks and expense of continued litigation, I believe the Settlement provides a meaningful and certain
15 recovery that is in the best interests of Plaintiff and the Settlement Class.

16 18. Plaintiff's counsel brought substantial collective experience to the investigation,
17 valuation, and negotiation of this matter. Counsel engaged in informal discovery, factual
18 investigation, data sampling, and expert evaluation, including review of Defendant's policies and
19 procedures, personnel-related documents, wage statements, time records, and other classwide
20 information. Counsel also performed extensive analysis and extrapolation of the class data provided
21 by Defendant in order to develop realistic damages models and evaluate the reasonableness of the
22 proposed compromise.

23 19. Based upon my experience litigating wage-and-hour class and PAGA actions, I
24 believe that Falakassa Law, P.C., together with Bokhour Law Group, P.C., is well qualified to
25 evaluate the claims asserted in this Action and the viability of Defendant's defenses. In my
26 judgment, the Settlement is fair, reasonable, and adequate when considered in light of the risks of
27 class certification, disputed liability, damages, trial, and appeal. It provides Settlement Class
28 Members with a tangible monetary recovery now rather than requiring them to await the uncertain

1 outcome of years of additional litigation.

2 20. Both Plaintiff's counsel and Defendant's counsel support the Settlement and believe
3 that its terms represent a fair and reasonable compromise of the disputed claims.

4 21. The \$630,000 Gross Settlement Amount necessarily reflects compromise. Defendant
5 disputes liability and has asserted substantial defenses to both certification and the merits. The
6 Settlement nonetheless provides meaningful payments to Settlement Class Members on a non-
7 reversionary basis and eliminates the substantial risk that the Class could recover less, or nothing,
8 after continued litigation.

9 22. My firm undertook this matter on a wholly contingent basis and assumed the risk
10 that no recovery would be obtained. We advanced litigation expenses, including filing fees,
11 mediation fees, expert expenses, and other case-related costs, without any guarantee of
12 reimbursement. Had Plaintiff and the putative Class not prevailed, our firms could have recovered
13 no attorneys' fees and no reimbursement of the costs advanced, and Plaintiff could potentially have
14 been exposed to recoverable defense costs.

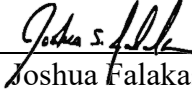
15 23. Based upon my experience, a one-third fee award is within the range commonly
16 approved in California common-fund class action settlements. Plaintiff's counsel has agreed to seek
17 no more than one-third of the Gross Settlement Amount as attorneys' fees, subject to Court
18 approval, and Defendant has agreed not to oppose that request. Plaintiff's counsel will also seek
19 reimbursement of actual litigation costs, not to exceed \$25,000, based upon the amounts actually
20 incurred and documented at the time of final approval.

21 24. In compliance with Rule 1.5.1 of the California Rules of Professional Conduct,
22 Plaintiff executed a written fee-sharing agreement providing that any attorneys' fees awarded will
23 be allocated fifty percent (50%) to Bokhour Law Group, P.C. and fifty percent (50%) to Falakassa
24 Law, P.C.

25 25. For all of these reasons, I believe the Settlement is fair, reasonable, and in the best
26 interests of the Settlement Class and warrants preliminary approval. I respectfully request that the
27 Court preliminarily approve the Settlement and the proposed notice plan, conditionally certify the
28 Settlement Class for settlement purposes, appoint Class Counsel and the Settlement Administrator,

1 and set a hearing for final approval. Plaintiff will request final approval of attorneys' fees, litigation
2 costs, the Service Payment, and all other requested deductions at the final approval stage.

3 I declare under penalty of perjury under the laws of California that the foregoing is true and
4 correct on this 24th day of August 2026, in Los Angeles, California.

5
6 By: 
Joshua Falakassa, Esq.