FALAKASSA LAW, P.C.
Joshua S. Falakassa, 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

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

MELMED LAW GROUP P.C.
Jonathan Melmed (SBN 290218)
jm@melmedlaw.com
1801 Century Park East, Suite 850
Los Angeles, California 90067
Tel: (310) 824-3828; Fax: (310) 862-6851

Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MONIQUE PEMBRICK, on behalf of herself and all others similarly situated, Plaintiffs, v. LOYAL SOURCE GOVERNMENT SERVICES, LLC., a Florida Limited Liability Company. Defendants.	CASE NO.: 24CU002332C *Assigned to the Hon. Joel R. Wohlfeil* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** **<u>Hearing Information:</u>** Date: April 17, 2026 Time: 9:00 a.m. Dept.: SD-73

DECLARATION OF JOSHUA FALAKASSA

I, Joshua Falakassa, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would competently testify thereto. I am the principal of Falakassa, P.C., counsel of record, along with The Bokhour Law Group, P.C., and the Melmed Law Group, P.C., for named Plaintiffs Monique Pembrick and Leslie Westfield Baxter ("Plaintiffs").

2. I submit this declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement pursuant to the Private Attorneys General Act of 2004 ("Plaintiffs' Motion").

3. I graduated with a Bachelor of Arts with a major in History and a minor in Public Affairs from the University of California, Los Angeles ("UCLA") in 2009. I graduated from the University of California, Berkeley School of Law ("Boalt Hall") in 2013 wherein I focused my legal studies on labor and employment law and was awarded a *Prosser Prize* for my academic achievement. I have been a member, in good standing, of the State Bar of California since 2013.

4. I am admitted to practice before all California state courts, and the United States District Court for the Central and Eastern Districts and have litigated class action and Private Attorney General Act ("PAGA") representative action cases in various superior courts in California.

5. I started my law firm in 2016 with a concentration in representation of plaintiff-employees to recover unpaid wages and vindicate wrongful termination in various contexts. During my seven plus years of law practice, I have handled over 75 employee versus employer litigation matters. Over the last five years, my practice has almost entirely consisted of representing plaintiff-employees, the majority of which has included class action and representative action wage and hour matters.

6. In total, I have handled upwards of 80 class action and representative action wage/hour cases and have been appointed by the court as class counsel and have received final court approval and judgment in several of those actions to date. I was selected as a "Super Lawyer Rising Star" in Employment Litigation during the years 2017-2025, a distinction that is reserved for the top 2.5% of lawyers in the practice area.

7. My firm has the experience, resources, and means necessary to allow us to provide adequate representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is acting as co-counsel in at least twenty wage-and-hour class actions. I am experienced and qualified to evaluate the PAGA claims and viability of the defenses. I have extensive experience in prosecuting employment litigation and have focused my practice primarily on cases regarding wage and hour class actions and representative PAGA actions.

8. In addition to the present case, I have served as counsel in numerous wage-and-hour class and PAGA representative actions. I have substantial experience litigating complex employment matters and have devoted the majority of my practice to California wage-and-hour class and PAGA actions on behalf of employees. My firm possesses the experience, resources, and commitment necessary to provide effective and adequate representation as Plaintiff's Counsel. Currently, my firm serves as counsel in more than twenty-five wage-and-hour class and/or PAGA actions and as co-counsel in at least twenty additional such matters. I am well-versed in evaluating PAGA claims and assessing the viability of potential defenses

9. I have devoted substantial time and effort to the investigation, evaluation, and prosecution of this action, including factual development, legal analysis, and assessment of potential risks and outcomes. Based on my experience and involvement in this matter, I believe the proposed Settlement is fair, reasonable, and adequate in light of the facts, the law, and the risks inherent in continued litigation.

10. In evaluating the fairness and reasonableness of the proposed Settlement, my co-counsel and I carefully considered both the potential maximum recovery and Defendant's asserted defenses. This analysis is particularly significant in a PAGA action, where the Court possesses the same discretion as the Labor Commissioner to assess civil penalties and may award an amount less than the statutory maximum if, based on the facts and circumstances of the case, a maximum award would be unjust, arbitrary, oppressive, or confiscatory. (Lab. Code § 2699(e)(2).) Accordingly, Defendant's defenses and the likelihood that penalties could be substantially reduced were critical considerations in evaluating the Settlement.

11. Defendant consistently maintained that, even if liability were established, the Court

would likely exercise its discretion to significantly reduce any PAGA penalties. In light of this litigation risk, Plaintiffs' Counsel appropriately discounted the potential recovery to account for the uncertainty of outcome, the risk of reduced penalties, and the burdens and delay associated with continued litigation.

12. In the end, Defendant urged that the trial court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiffs' claims. As a result, Plaintiffs' Counsel made appropriate discounts for the associated risks.

13. The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
Gross Settlement Amount	$550,000.00
PAGA Counsel Fees Payment	$183,333.33
PAGA Counsel Litigation Expenses Payment	$30,256.91
Administration Expenses Payment	$5,000.00
Plaintiffs' Service Award	20,000.00
PAGA Fund	**$311,409.76**
75% to the LWDA	$233,557.32
25% to Aggrieved Employees	$77,852.44

14. As such, the LWDA will receive approximately $233,557.32 (75% of the PAGA Fund) and the Aggrieved Employees will collectively receive approximately $77,852.44 (25% of the PAGA Fund), which will be paid on a pro-rata basis according to the number of pay periods worked during the PAGA Period. The average payment to each aggrieved employee is approximately $102.71.

15. Based on the information exchanged during informal discovery, Plaintiffs estimate that Defendant's maximum potential PAGA penalty exposure was approximately $2,050,000, calculated using approximately 20,500 PAGA Pay Periods and the statutory $100 per pay period penalty applicable to an initial violation.

16. Moreover, as part of the Settlement, the Parties have agreed that Plaintiffs will request a PAGA Counsel Fees Payment in an amount not to exceed one-third of the Gross settlement amount. Here, Plaintiffs' Counsel is seeking one-third (33.33%) of the Gross Settlement

Amount, thus $183,333.33, subject to court approval.

17. This request is fair, reasonable, and adequate to compensate Plaintiffs' Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. Additionally, it is consistent with the contingency-fee agreement entered into by the named Plaintiffs. The attorneys' fees award is intended to reimburse Plaintiffs' Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement, communicating with Aggrieved Employees regarding their Individual PAGA Payment checks, and communicating with the Settlement Administrator regarding the administration of the Settlement, if it is approved.

18. My firm undertook representation in this matter on a contingent-fee basis against a business represented by experienced defense counsel. In accepting contingent matters, my firm assumes substantial financial risk, as compensation is wholly dependent on a successful outcome. The economic realities of contingent litigation require careful consideration, because an unfavorable result can negate years of effort and investment. Accordingly, when we accept such cases, we reasonably expect that a successful result will yield a fee exceeding our standard hourly rates to compensate for the significant risk of nonpayment. Moreover, the time and resources devoted to this matter necessarily precluded my firm from accepting other matters during the pendency of this litigation. At the outset of this case, we recognized the substantial time commitment required and, as a result, declined other representations we otherwise would have undertaken.

19. The attorneys' fees requested are reasonable in light of the services performed on behalf of the California Labor and Workforce Development Agency and the Aggrieved Employees, as well as the results achieved through the proposed Settlement.

20. This case also involved a significant risk of nonpayment of attorneys' fees and non-recovery of litigation costs had the Settlement not been approved or had Plaintiffs failed to prevail on the merits. California courts expressly recognize that the contingent risk assumed by counsel is an appropriate factor in determining a reasonable fee award. (See *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 583.)

21. Since the inception of this case, I spent approximately 75 hours working on this case at an hourly rate of $725. The total aggregated lodestar for all the attorneys who worked on this matter is $159,021.91. The requested fee therefore reflects a modest multiplier of approximately 1.15, which further demonstrates that the fee award is justified, reasonable, and appropriate under the circumstances.

22. The total lodestar is summarized in the following table:

Lodestar Summary

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	$750	85	$63,750
Joshua Falakassa	12 years	$725	75	$54,375
Jonathan Melmed	12 years	$948	31	$29,388.00
Laura M. Supanich	8 years	$839	8.7	$7,299.30
Michiko Vartanian	8 years	$581.00	4.1	$2,382.10
Alma Hernandez	1 years	$258.00	2.4	$619.20
Arthur Mgdesyan	1 years	$473.00	2.5	$1,182.50
Lorie Gutierrez	11 years	$258.00	.10	$25.80
		TOTAL		$159,021.91

23. Based on my years of experience representing Plaintiffs in wage and hour matters—including both PAGA representative actions and class actions—I believe the Parties' proposed settlement is fair, adequate, and reasonable in light of the applicable facts and law.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 4th day of February 5, 2026, at Los Angeles, California.

Joshua Falakassa