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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MICHAEL GADIANE, on behalf of himself and all others similarly situated; Plaintiff, v. SEROGE L.T., INC., a California Corporation; and DOES 1-50, inclusive, Defendants.	CASE NO.: CVRI2402777 *Assigned to the Hon. Harold W. Hopp* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** **HEARING INFO** Date: October 30, 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., co-counsel with The Bokhour Law Group, P.C., as attorney of record for Plaintiff Michael Gadiane and the Settlement Class.

2. 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.

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 well over 100 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, 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.

7. I was selected as a "Super Lawyer Rising Star" in Employment Litigation during the years 2017-2026, 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 2021-2025.

8. I am an experienced member of the California Bar and have substantial experience litigating complex wage-and-hour, class, and representative actions. My co-counsel, Mehrdad Bokhour, is likewise an experienced California attorney with substantial experience litigating employment and class action matters. Throughout this Action, we were prepared to vigorously litigate Plaintiff's and the Class Members' claims through trial if necessary. Nevertheless, based upon my investigation of the claims and defenses, my analysis of the evidence and potential recovery, the risks and costs of continued litigation, and my experience handling similar matters, I strongly and unequivocally believe that the Settlement represents an excellent result for the Class and is in the best interests of the Class Members.

9. Based upon my experience litigating wage-and-hour class actions and my evaluation of the claims asserted in this Action, I believe the recovery achieved for the Class Members falls well within the range of reasonable, and favorable, results for a case of this nature. The Settlement provides Class Members with a substantial and certain monetary recovery without requiring them to bear the risks, expense, and significant delay associated with continued litigation, trial, and potential appellate proceedings.

10. Even meritorious class claims present substantial litigation risks, and continued litigation could delay any recovery to Class Members for years. The Class Members' response further confirms the favorable nature of the Settlement: no Class Member objected to the Settlement, and no Class Member requested exclusion. In my experience, this uniformly positive response provides significant practical confirmation that the Settlement is favorable to the Class.

11. In my judgment, all relevant considerations strongly support final approval. The Settlement was not the product of collusion or a hurried compromise. Rather, it resulted from

informed, arm's-length negotiations conducted with the assistance of an experienced and well-respected mediator. Before reaching the Settlement, Mr. Bokhour and I conducted substantial investigation, discovery, and analysis concerning the claims, potential damages, defenses, and litigation risks, which provided us with sufficient information to meaningfully evaluate the strengths and weaknesses of the case and the reasonableness of the proposed resolution.

12. I believe Class Counsel's request for attorneys' fees in the amount of $168,333.33, representing one-third of the $505,000 Gross Settlement Amount, is fair and reasonable under the circumstances of this Action. The requested percentage is consistent with fee awards approved in California common-fund class action settlements and appropriately compensates Class Counsel for the substantial work performed, the contingent nature of the representation, the litigation risks assumed, and the favorable result achieved for the Settlement Class. The reasonableness of the requested fee is further confirmed by Class Counsel's incurred and reasonably anticipated lodestar.

13. Class Counsel undertook this Action entirely on a contingency-fee basis and therefore assumed the risk of receiving no compensation whatsoever for the substantial attorney time devoted to the matter. From the outset, the litigation presented significant risks concerning liability, class certification, damages, continued litigation, and the possibility of appellate proceedings. Class Counsel nevertheless committed the time, resources, and financial investment necessary to investigate, prosecute, negotiate, and ultimately resolve this Action for the benefit of the Settlement Class. In light of the risks undertaken, the work performed, and the result obtained, I respectfully submit that the requested attorneys' fee award of $168,333.33, together with reimbursement of $17,161.05 in litigation costs, is reasonable and warranted.

14. Through completion of settlement administration, Class Counsel have incurred, or reasonably anticipate incurring, approximately 133 hours prosecuting this Action. I have incurred, or reasonably anticipate incurring, approximately 77.5 hours at my customary hourly rate of $750, representing approximately $58,125 in lodestar attributable to my work. Co-counsel, Mehrdad Bokhour, has incurred, or reasonably anticipates incurring, approximately 55.5 hours at a customary hourly rate of $750, representing approximately $41,625 in additional

lodestar. Class Counsel's combined incurred and reasonably anticipated lodestar is therefore approximately $99,750. In my experience, these hourly rates are reasonable and consistent with prevailing market rates for attorneys of comparable experience litigating complex wage-and-hour, class, and representative actions in California.

15. The result achieved in this Action was by no means guaranteed. By accepting the representation on a contingent basis, Class Counsel assumed the risk of devoting substantial attorney time and advancing significant litigation expenses without any assurance that those amounts would ever be recovered. Throughout the Action, Class Counsel advanced all necessary litigation expenses, including filing fees, court costs, legal research expenses, mediation fees, and other costs associated with prosecuting and resolving the matter. Had the litigation been unsuccessful, Class Counsel could have received no compensation for their time and could have borne those expenditures without reimbursement.

16. Based upon my experience litigating wage-and-hour class actions in California, courts have approved attorneys' fee awards of one-third of a common fund where the circumstances support the requested percentage. Here, Class Counsel seek $168,333.33, or approximately 33.33% of the $505,000 Gross Settlement Amount. The requested fee is also supported by a lodestar cross-check. Class Counsel's combined incurred and reasonably anticipated lodestar is approximately $99,750, resulting in a multiplier of approximately 1.69. In my judgment, that modest multiplier is reasonable considering the contingent risk undertaken, the delay in payment, the complexity of the litigation, the work performed, and the monetary benefit secured for the Settlement Class.

17. The proposed Settlement was reached only after arm's-length negotiations conducted with the assistance of experienced class action mediator Tagore Subramanian, Esq. The parties entered mediation from adversarial positions concerning liability, certification, damages, and the value of the claims. In my view, the involvement of an experienced neutral and the adversarial nature of the negotiations strongly support the conclusion that the Settlement was the product of informed, non-collusive bargaining.

18. Before agreeing to the Settlement, I and my co-counsel diligently investigated and evaluated the claims and defenses at issue in this Action. In assessing the proposed resolution, I considered the disputed factual and legal issues, the risks associated with class certification and continued litigation, the difficulties inherent in proving liability and damages on a class wide basis, the expense and delay associated with trial and potential appellate proceedings, and the substantial benefits the Settlement provides to the Settlement Class. Based upon that analysis and my experience litigating wage-and-hour class actions, I concluded that the Settlement is fair, reasonable, and in the best interests of the Settlement Class.

19. The Settlement does not provide preferential treatment to any particular segment of the Settlement Class. Rather, the Settlement Agreement establishes an objective methodology for allocating the Net Settlement Amount among Settlement Class Members based upon the relevant employment information applicable to each individual. In my judgment, this methodology provides a fair and reasonable means of distributing the Settlement proceeds. The Settlement Agreement also separately identifies the attorneys' fees and costs requested by Class Counsel, subject to Court approval, as required by California Rule of Court 3.769(b).

20. My evaluation of the Settlement was informed by substantial investigation and analysis. Class Counsel reviewed and analyzed significant information and documentation concerning Defendant's employment practices, including correspondence, policies and procedures, timekeeping and payroll data, class-size information, and other evidence bearing upon the claims and potential damages. We also investigated the claims of similarly situated employees, researched the applicable law and Defendant's anticipated defenses, and analyzed information concerning the number of Settlement Class Members, the number of current and former employees, and the relevant periods of employment. Using this information, Class Counsel prepared detailed damages models addressing the wage-and-hour claims asserted in the Action.

21. In preparation for mediation, Class Counsel evaluated a range of potential litigation outcomes rather than assuming complete success on every disputed issue. Based upon the data obtained through discovery and information exchanges, and after accounting for the

risks associated with certification, liability, proof of violation rates, damages, and continued litigation, we developed damages models that permitted us to evaluate the Settlement against the realistic range of potential recoveries. Although Plaintiff continues to maintain that the claims have substantial merit, Defendant disputes liability and challenges the damages and value attributed to the claims. Considering those competing positions and the inherent uncertainty of continued litigation, I believe the Settlement represents a favorable and practical recovery for the Settlement Class.

22. As further detailed in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Defendant vigorously disputed both the merits of Plaintiff's claims and the amount of recoverable damages. Those disputes created genuine risks concerning whether Plaintiff would ultimately prevail, whether a class would be certified, the extent of any recoverable damages or penalties, and whether any favorable judgment would be delayed or reduced through post-trial or appellate proceedings. I considered each of these risks in determining that the negotiated Settlement provides substantial value to the Settlement Class.

23. Based upon my investigation of the facts, analysis of the applicable law, evaluation of the risks and potential rewards of continued litigation, participation in the mediation process, and experience litigating wage-and-hour class actions, I believe the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. I therefore respectfully support final approval of the Settlement and entry of judgment in accordance with the terms of the Settlement Agreement.

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

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 5th day of October 2026, at Los Angeles, California.



Joshua Falakassa