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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

JONATHAN LOPEZ, on behalf of himself and all others similarly situated, Plaintiff, v. PRIME CONDUIT, INC., a Delaware Corporation; and DOES 1-50, inclusive. Defendants.	CASE NO.: CV2024-1932 *Assigned to the Hon. Samuel T. McAdam* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** **HEARING INFO** Date: November 12, 2026 Time: 9:00 a.m. Dept.: 14

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 Jonathan Lopez 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, ("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 nearly 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 2017-2025, 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 2021-2025.

8. After conducting a thorough evaluation of the facts, the applicable law, and the risks and uncertainties inherent in continued litigation, I have formed the firm belief that the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class.

9. In my professional judgment, the recovery provided to each Settlement Class Member falls well within the range of reasonableness for cases of this nature. The Settlement provides a meaningful and prompt recovery, allowing class members to obtain compensation now rather than face the significant risks, delays, and uncertainties associated with continued litigation and a potential trial.

10. Based on my substantial experience litigating complex wage-and-hour class actions and representative PAGA matters, it is my professional judgment that the proposed Settlement provides a fair, reasonable, and highly favorable recovery for the Settlement Class. The Settlement secures meaningful monetary compensation for participating employees while eliminating the significant uncertainties, costs, and delays associated with continued litigation. Even if Plaintiff ultimately prevailed on the merits, further proceedings involving class certification, contested liability and damages issues, trial, and potential appeals could delay any recovery for several years, with no assurance that the ultimate result would exceed the benefits presently secured. In evaluating the proposed Settlement, I carefully considered these substantial risks against the certainty of the negotiated recovery. I also consider the Settlement Class's overwhelmingly favorable response to be particularly significant. In my opinion, the Settlement achieves an excellent result under the circumstances and is firmly in the best interests of the Settlement Class.

11. I firmly believe that all relevant considerations support final approval of the Settlement. The Settlement was the product of genuine, adversarial, arm's-length negotiations

facilitated by an experienced and respected class action mediator. Before reaching the Settlement, Class Counsel conducted a substantial investigation of the claims and defenses, reviewed and analyzed relevant employment and payroll records, evaluated potential damages and statutory penalties, and carefully assessed the procedural and substantive risks associated with continued litigation. The resulting compromise was neither speculative nor the product of collusion; rather, it reflects an informed evaluation of the strengths and weaknesses of the parties' respective positions. Furthermore, the complete absence of objections and requests for exclusion provides compelling additional evidence of the Settlement Class's favorable response to the resolution. Based on my knowledge of this Action and my experience prosecuting comparable matters, I believe the Settlement is fair, reasonable, adequate, and well within the range of appropriate outcomes for contested wage-and-hour class litigation.

12. Class Counsel requests an award of attorneys' fees in the amount of $66,666.67, representing approximately one-third of the $200,000 Gross Settlement Amount. In my professional judgment, this request is reasonable and fully justified by the substantial benefits obtained for the Settlement Class, the complexity of the litigation, the contingent nature of the representation, the significant risks assumed by Class Counsel, and the professional services necessary to achieve this result. Importantly, the requested fee is also supported by a lodestar cross-check, which reflects a relatively modest multiplier of approximately 1.22. Considering the risks undertaken, the quality of the representation, and the favorable result achieved, I believe the requested fee represents fair and appropriate compensation for the work performed on behalf of the Settlement Class.

13. The contingent nature of Class Counsel's representation is particularly significant in evaluating the requested attorneys' fees. From the outset, my firm and co-counsel undertook this litigation with no guarantee of compensation and assumed the substantial financial and professional risks inherent in prosecuting complex wage-and-hour class actions against a corporate defendant. Such litigation frequently requires extensive factual investigation, analysis of voluminous employment records, contested discovery, complex damages calculations, class certification proceedings, dispositive motions, trial preparation, and

potentially lengthy appellate proceedings. An unfavorable ruling at any stage could have substantially diminished or entirely eliminated any recovery, leaving Class Counsel uncompensated despite considerable investments of attorney time and litigation expenses. Nevertheless, Class Counsel committed the resources necessary to investigate and prosecute the claims and ultimately obtained a meaningful monetary recovery for the Settlement Class. In light of the risks assumed, the work performed, and the result achieved, I believe the requested attorneys' fees of $66,666.67 and reimbursement of litigation costs totaling $12,844.61 are reasonable and warranted.

14. I have reviewed the time and billing information maintained by Class Counsel in connection with this Action. Collectively, Class Counsel has incurred or reasonably anticipates incurring approximately 73 hours of attorney time through the completion of settlement administration, resulting in an aggregate lodestar of $54,750. Specifically, mu co-counsel, Mehrdad Bokhour, an attorney with approximately 14 years of experience, has incurred or reasonably anticipates incurring 42.5 hours at his customary hourly rate of $750, resulting in a lodestar of $31,875. I have approximately 13 years of experience practicing law and have personally incurred or reasonably anticipate incurring 30.5 hours at my customary hourly rate of $750, resulting in a lodestar of $22,875.

15. The anticipated time includes work necessary to finalize the settlement approval process, prepare for and attend the final approval hearing, address any questions or concerns raised by the Court, coordinate with the Settlement Administrator, review settlement calculations and distributions, respond to Settlement Class Member inquiries, address issues involving missing or uncashed checks, and oversee the proper completion of settlement administration. Based on my familiarity with the prevailing market rates for attorneys with comparable experience, skill, and expertise handling complex employment class actions and PAGA matters in California, I believe these hourly rates are reasonable and consistent with the market. The requested attorneys' fee award of $66,666.67 represents a multiplier of approximately 1.21 over the combined lodestar, which I consider modest and reasonable given the contingent nature of the representation, the risks undertaken, and the benefits achieved for

the Settlement Class.

16. I further declare that the ultimate outcome of this litigation was uncertain throughout its prosecution. When my firm and co-counsel accepted this matter on a contingent-fee basis, we understood that compensation for our professional services would depend entirely upon securing a successful result for Plaintiff and the Settlement Class. Class Counsel also undertook responsibility for advancing the litigation expenses necessary to prosecute the Action, including filing fees, court-related expenses, legal research costs, and mediation expenses. These expenditures were made without any assurance of reimbursement. Had Plaintiff failed to obtain a recovery, Class Counsel faced the prospect of receiving no compensation for the substantial work performed while also losing the litigation costs advanced. In my opinion, the requested award appropriately reflects the substantial financial risks Class Counsel voluntarily assumed to vindicate the rights of the Settlement Class.

17. Based on my experience litigating and evaluating wage-and-hour class action settlements in California state courts, attorneys' fee awards representing approximately one-third of the common fund are within the range commonly requested and approved in comparable matters, depending on the circumstances of the particular case.

18. Here, Class Counsel seeks 33.33% of the Gross Settlement Amount. I believe this percentage is especially reasonable given the substantial risks of nonpayment, the contingent nature of the representation, the work performed, and the monetary relief secured for the Settlement Class. The requested fee is also supported by a lodestar cross-check reflecting a modest multiplier of approximately 1.21, further confirming that the fee request is proportional to the professional services rendered and the results achieved. I recognize that the ultimate determination of reasonableness rests with the Court, and I respectfully submit that the requested award is justified under the circumstances of this Action.

19. I believe the requested attorneys' fee award is further justified by the favorable results achieved for Settlement Class Members. The Settlement provides a meaningful and reasonably prompt monetary recovery while avoiding the substantial risk of a reduced recovery or no recovery after continued litigation. Equally significant, the Settlement Class has

responded favorably to the proposed resolution, with no objections or requests for exclusion. In my experience, the absence of any opposition from Settlement Class Members provides meaningful support for the conclusion that the Settlement delivers benefits to the individuals whose interests Class Counsel were retained to protect. Defendant has also agreed not to oppose the requested attorneys' fees. Although Defendant's non-opposition does not replace the Court's independent assessment, I believe the requested fee is independently reasonable in light of the results achieved, the litigation risks undertaken, and the work performed.

20. The proposed Settlement resulted from genuine, arm's-length negotiations conducted with the assistance of Daniel Turner, Esq., an experienced mediator of complex class action disputes. The negotiations were adversarial and involved counsel who were thoroughly familiar with the claims, defenses, applicable law, and potential exposure. The parties approached the mediation with materially different assessments of liability and damages, and reaching a resolution required careful consideration of the substantial risks and uncertainties confronting both sides. Based on my personal involvement in the settlement process, I firmly believe that the agreement resulted from informed, good-faith negotiations and reflects a fair and reasonable compromise of genuinely disputed claims. At no point was the Settlement the product of collusion or any arrangement designed to benefit counsel at the expense of the Settlement Class.

21. Throughout this litigation, Plaintiff and Class Counsel diligently investigated, evaluated, and prosecuted the claims asserted on behalf of the Settlement Class. In determining whether to recommend the proposed Settlement, I carefully considered the evidence obtained through our investigation and information exchanges, the applicable law, Defendant's asserted and anticipated defenses, the likelihood of obtaining and maintaining class certification, the challenges associated with establishing liability on a classwide basis, and the uncertainties inherent in calculating and proving recoverable damages and penalties. I also considered the significant time, expense, and delay associated with prosecuting the Action through trial and any potential appeals. After weighing these considerations against the certainty and substantial benefits of the negotiated recovery, I concluded that the Settlement represents a favorable

resolution that is fair, reasonable, adequate, and in the best interests of the Settlement Class.

22. I further believe that the Settlement treats Settlement Class Members fairly and equitably and does not provide preferential treatment to any particular segment of the Settlement Class. The Settlement Agreement establishes an objective methodology for allocating settlement proceeds among eligible employees in a manner reasonably related to their respective employment during the applicable period. This allocation is designed to distribute the available recovery fairly while accounting for the nature of the claims and the information available to Class Counsel. In addition, consistent with California Rules of Court, rule 3.769(b), the Settlement Agreement expressly discloses the proposed attorneys' fees, thereby permitting the Court and Settlement Class Members to evaluate the requested compensation. Based on my experience handling comparable wage-and-hour settlements, I believe the proposed distribution methodology and requested attorneys' fees are fair, reasonable, and appropriate under the circumstances.

23. As previously explained in connection with the motion for preliminary approval, Class Counsel conducted a substantial investigation into the factual and legal merits of the wage-and-hour claims asserted in this Action. Our investigation included reviewing and analyzing relevant employment records, timekeeping and payroll data, wage statements, workplace policies and procedures, correspondence, and other information bearing upon Defendant's compensation practices and potential Labor Code violations.

24. We also evaluated evidence concerning the size and composition of the Settlement Class, the number of current and former employees, relevant employment periods, and the common factual and legal issues underlying the asserted claims. In addition, Class Counsel investigated the circumstances affecting similarly situated employees and carefully researched and evaluated Defendant's defenses. Using information obtained from Defendant and other available evidence, we prepared detailed damages calculations and exposure analyses concerning the wage-and-hour claims at issue. These efforts provided a substantial evidentiary and analytical foundation for the settlement negotiations and enabled Class Counsel to evaluate the proposed compromise on an informed and reasoned basis.

25. In my professional judgment, the proposed Settlement represents a highly favorable resolution when measured against the substantial uncertainties and risks of continued litigation. Although Plaintiff maintained confidence in the merits of his claims, a successful outcome was by no means assured. Defendant disputed liability, contested the amount of potentially recoverable damages and penalties, and maintained defenses that could materially affect the ultimate value of the case. In preparation for mediation, Class Counsel developed detailed damages models using payroll, timekeeping, and other employment information obtained through discovery and information exchanges. We evaluated those calculations in light of the probability of establishing class-wide liability, obtaining and maintaining class certification, prevailing on disputed legal issues, and recovering the full amounts potentially available under the applicable statutes. The resulting Settlement reflects a carefully considered compromise between competing litigation positions. In my opinion, the certainty of the negotiated monetary recovery substantially outweighs the speculative possibility of obtaining a greater recovery after years of additional litigation, expense, and appeals.

26. As further detailed in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Defendant vigorously disputed the merits of Plaintiff's claims and contested its alleged liability and damages on multiple factual and legal grounds. These disputes presented meaningful obstacles to recovery, including the possibility that Plaintiff might be unsuccessful in obtaining class certification, establishing one or more alleged Labor Code violations, proving the asserted violation rates, or recovering the full amount of damages and penalties sought. Moreover, even a favorable trial outcome could have been subject to posttrial motions or appellate review, resulting in additional expense and substantial delay before any monetary relief reached Settlement Class Members. I considered these risks carefully when evaluating the Settlement and concluded that the negotiated resolution represents a prudent and favorable compromise that protects the interests of the Settlement Class while providing meaningful and timely compensation.

27. For all of the foregoing reasons, I strongly support final approval of the proposed Settlement and respectfully request that the Court find it fair, reasonable, adequate, and in the

best interests of the Settlement Class. I further request that the Court approve the proposed attorneys' fees and litigation costs and enter judgment in accordance with the Settlement Agreement. Consistent with the Class Notice actually mailed to Settlement Class Members, I also request that the Court direct the Settlement Administrator to remit any funds represented by settlement checks remaining uncashed after the applicable 180-day check-cashing period to the California State Controller's Unclaimed Property Fund, in the names of the respective Participating Class Members and PAGA Members entitled to those funds. This procedure ensures that unclaimed settlement proceeds remain available to the individuals for whose benefit they were recovered, rather than reverting to Defendant. No unclaimed settlement funds will revert to Defendant. In my opinion, this distribution procedure further demonstrates the fairness of the Settlement and its commitment to maximizing the benefits available to Settlement Class Members.

28. In compliance with California Rules of Professional Conduct, rule 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, on October 19, 2026, at Los Angeles, California.

Joshua Falakassa