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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

RUBEN ANGULO-LEYVA and ROBBIE HAMPTON, on behalf of themselves and all others similarly situated, Plaintiffs, v. CALIFORNIA WASTE RECOVERY SYSTEMS, LLC, a California Limited Liability Company; and DOES 1-20, inclusive. Defendants.	Case No. 24CV015933 Consolidated with Case No. 25CV001911 *Assigned to the Hon. Jill H. Talley* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFFS'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** **HEARING INFO** Date: November 6, 2026 Time: 9:00 a.m. Dept.: 8A

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., and Verum Law Group, APC, as attorney of record for Plaintiffs Ruben Angulo-Leyva and Robbie Hampton ("Plaintiffs") 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 submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. I further declare that the outcome of this litigation was uncertain throughout its prosecution. When my firm agreed to represent Plaintiffs and the Settlement Class, we did so with the understanding that our compensation would be entirely contingent upon achieving a successful result. Class Counsel advanced the litigation expenses necessary to prosecute the Action, including filing fees, court-related expenses, legal research costs, and mediation

expenses. These expenditures were incurred without any assurance that they would ultimately be reimbursed. At every stage, Class Counsel faced the risk that an unfavorable ruling on class certification, liability, damages, or other contested issues could substantially reduce or entirely eliminate any recovery. Nevertheless, we continued to devote the time, attention, and financial resources necessary to protect the interests of the Settlement Class and pursue the strongest achievable result.

12. Together with my co-counsel, I have vigorously prosecuted this Action on behalf of Plaintiffs and the Settlement Class. Throughout this litigation, Class Counsel remained fully prepared to pursue class certification, litigate the merits, and proceed through trial and any necessary appeals. Nevertheless, based on my extensive experience handling comparable employment class actions, my familiarity with the facts and applicable law, and my careful evaluation of the substantial risks, costs, and uncertainties associated with continued litigation, I firmly believe that the proposed Settlement represents an excellent result and serves the best interests of the Settlement Class.

13. In my professional judgment, the monetary recovery provided to Settlement Class Members is fair, reasonable, and well within the range of appropriate recoveries in contested wage-and-hour class actions. Importantly, the Settlement provides meaningful and reasonably prompt monetary relief while eliminating the substantial risk that continued litigation could result in a significantly reduced recovery or no recovery whatsoever. Even if Plaintiffs ultimately prevailed at trial, additional proceedings, including potential posttrial motions and appeals, could delay any recovery for years. The favorable response of the Settlement Class further supports approval. No Settlement Class Member has objected to the Settlement. The absence of objections, together with the minimal number of requests for exclusion, strongly supports my conclusion that the Settlement provides substantial benefits to the individuals whose interests Class Counsel were retained to protect.

14. Based on my personal involvement in this litigation and the settlement negotiations, I firmly believe that all relevant considerations support final approval. The Settlement resulted from genuine, adversarial, arm's-length negotiations facilitated by an

experienced and respected mediator. Before agreeing to the Settlement, Class Counsel conducted a substantial investigation of the factual and legal issues, analyzed Defendant's records and defenses, assessed potential exposure, and carefully evaluated the likelihood of prevailing on disputed issues of certification, liability, and damages. The Settlement was not the product of collusion or compromise for the convenience of counsel, but rather a negotiated resolution reached after careful consideration of the strengths and weaknesses of the respective positions. In my experience, the Settlement achieves a favorable balance between the potential value of the claims and the substantial uncertainties associated with further litigation. The Settlement Class's overwhelmingly favorable response provides additional confirmation that final approval is warranted.

15. I further believe that the requested attorneys' fee award of $332,752, representing approximately 33.33% of the Settlement Amount, is fair, reasonable, and justified by the substantial benefits obtained for the Settlement Class. The requested percentage is consistent with fee awards commonly sought and approved in complex wage-and-hour class actions in California. More importantly, the requested award appropriately compensates Class Counsel for undertaking substantial litigation risks, investing considerable attorney time and financial resources, and pursuing this Action entirely on a contingent-fee basis. Class Counsel's entitlement to compensation depended upon obtaining a successful result, and there was no guarantee that our extensive investment of time and resources would produce any recovery.

16. The contingent nature of our representation is particularly significant. From the outset, Class Counsel assumed the substantial risk of prosecuting complex wage-and-hour class claims against a corporate defendant with the resources and incentive to vigorously defend the litigation. Class actions frequently require extensive investigation, review and analysis of voluminous employment records, contested discovery, expert analysis, certification proceedings, dispositive motion practice, trial preparation, and potentially years of appellate litigation. These proceedings can consume significant attorney time and financial resources without any assurance of success. Class Counsel accepted these risks and advanced the necessary litigation expenses without receiving payment during the prosecution of the Action.

Had Plaintiffs failed to obtain a favorable recovery, Class Counsel faced the prospect of receiving no compensation for the professional services rendered and losing the substantial costs advanced. In light of these risks, the work performed, and the favorable recovery secured for the Settlement Class, I believe the requested attorneys' fees of $332,752 and reimbursement of litigation costs totaling $20,234.45 are reasonable and fully warranted.

17. I have reviewed the time and billing information provided by Class Counsel in connection with this Action. The aggregate lodestar incurred by Class Counsel totals $193,450, reflecting the substantial attorney time reasonably devoted to investigating, prosecuting, evaluating, and resolving this litigation. My own time and hourly rate, together with those of my co-counsel, are set forth below. The Declaration of Sam Kim substantiates Verum Law Group's 74.2 hours and corresponding lodestar of $74,200 through October 9, 2026. The remaining hours and hourly rates are supported by the declarations of Mehrdad Bokhour and myself. Based on my knowledge of the prevailing market rates for attorneys with comparable experience, skill, and expertise in complex employment, wage-and-hour, class action, and PAGA litigation, I believe the rates reflected below are reasonable and consistent with those customarily charged for comparable legal services in California.

18. I have reviewed the time and billing information maintained by Class Counsel in connection with this Action. The aggregate lodestar incurred by Class Counsel totals $193,450, reflecting 233.2 hours of attorney time reasonably devoted to investigating, prosecuting, evaluating, negotiating, and resolving this litigation. Specifically, Mehrdad Bokhour, an attorney with approximately 14 years of experience, devoted 85 hours to this Action at an hourly rate of $750, resulting in a lodestar of $63,750.

19. I have approximately 13 years of experience practicing law and personally devoted 74 hours to this Action at an hourly rate of $750, resulting in a lodestar of $55,500.

20. Additionally, Sam Kim, an attorney with approximately 19 years of experience, devoted 74.2 hours to this Action at an hourly rate of $1,000, resulting in a lodestar of $74,200, as substantiated by his supporting declaration through October 9, 2026.

21. The hours and rates attributable to Mr. Bokhour and me are likewise supported by our respective declarations. Based on my experience litigating complex employment, wage-and-hour class action, and PAGA matters, and my familiarity with the prevailing market rates for attorneys possessing comparable experience, skill, and expertise, I believe these hourly rates are reasonable and consistent with those customarily charged for comparable legal services in California. Moreover, the requested attorneys' fee award of $332,752 represents a lodestar multiplier of approximately 1.72, which I believe is reasonable and justified in light of the contingent nature of the representation, the substantial litigation risks undertaken, the complexity of the claims, and the favorable result achieved for the Settlement Class.

22. I further declare that the outcome of this litigation was uncertain throughout its prosecution. When my firm agreed to represent Plaintiffs and the Settlement Class, we did so with the understanding that our compensation would be entirely contingent upon achieving a successful result. Class Counsel advanced the litigation expenses necessary to prosecute the Action, including filing fees, court-related expenses, legal research costs, and mediation expenses. These expenditures were incurred without any assurance that they would ultimately be reimbursed. At every stage, Class Counsel faced the risk that an unfavorable ruling on class certification, liability, damages, or other contested issues could substantially reduce or eliminate any recovery. Nevertheless, we continued to devote the time, attention, and financial resources necessary to protect the interests of the Settlement Class and pursue the strongest achievable result.

23. Based on my experience handling and evaluating wage-and-hour class action settlements in California state courts, a fee award of approximately one-third of the common fund is within the range commonly requested and approved, subject to the circumstances of each case. Here, Class Counsel seeks approximately 33.33% of the Settlement Amount. I believe this percentage is appropriate considering the substantial litigation risks undertaken, the contingent nature of the representation, the work performed, the quality of the result achieved, and the benefit conferred upon the Settlement Class. The requested award is also supported by

the lodestar cross-check, which reflects substantial professional time invested by experienced counsel in prosecuting this Action.

24. In my opinion, the requested attorneys' fee award is particularly justified by the tangible benefits achieved for Settlement Class Members. The Settlement provides a meaningful monetary recovery without requiring class members to bear the risks, expenses, and substantial delays associated with continued litigation. The absence of objections to the Settlement further supports the conclusion that the resolution is favorable to the Settlement Class. Defendant has agreed not to oppose Class Counsel's requested attorneys' fees. Although Defendant's non-opposition is not dispositive of the reasonableness of the request, I believe the requested award independently satisfies the applicable standards when evaluated in light of the results achieved, the risks undertaken, and the substantial services rendered.

25. The proposed Settlement was reached through genuine, arm's-length negotiations facilitated by Todd Smith, Esq., an experienced mediator in complex class action litigation. The negotiations were adversarial and conducted by counsel who were thoroughly familiar with the facts, applicable law, disputed issues, and potential value of the claims. Neither side was guaranteed a favorable outcome, and the negotiations required the parties to carefully evaluate their respective litigation positions and the consequences of failing to reach a resolution. Based on my personal participation in the settlement process, I firmly believe the resulting agreement reflects a fair, informed, and non-collusive compromise of genuinely disputed claims.

26. Throughout this Action, Plaintiffs and Class Counsel diligently investigated, analyzed, and prosecuted the claims asserted on behalf of the Settlement Class. In evaluating the proposed Settlement, I considered the evidence obtained through our investigation and information exchanges, the applicable statutory and decisional law, Defendant's anticipated defenses, the likelihood of obtaining and maintaining class certification, the difficulty of establishing liability on a class-wide basis, the uncertainties associated with proving damages, and the significant time and expense required to continue litigation through trial and potential appeal. After carefully weighing these considerations against the concrete monetary benefits

provided by the Settlement, I concluded that the proposed resolution is fair, reasonable, adequate, and in the best interests of the Settlement Class.

27. I further believe that the Settlement treats Settlement Class Members fairly and equitably. The Settlement Agreement establishes an objective allocation methodology intended to distribute the settlement proceeds among eligible class members in a manner reasonably related to their respective employment during the applicable period. No segment of the Settlement Class receives preferential treatment at the expense of another. The proposed allocation reflects a fair and reasonable compromise of the asserted wage-and-hour claims. Furthermore, consistent with California Rules of Court, rule 3.769(b), the Settlement Agreement discloses the contemplated attorneys' fee award, allowing the Court and Settlement Class Members to evaluate the proposed compensation to Class Counsel. Based on my experience with similar settlements, I believe the requested fees and the overall allocation of settlement proceeds are reasonable and appropriate.

28. As explained in connection with the motion for preliminary approval, Class Counsel undertook 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. We also evaluated evidence concerning the size and composition of the Settlement Class, the number of current and former employees, the relevant employment periods, and the common factual and legal issues underlying the asserted claims. In addition, Class Counsel researched and evaluated Defendant's actual and anticipated defenses and analyzed the evidentiary and legal obstacles that could affect certification, liability, and recovery. Using the information obtained from Defendant and other available evidence, Class Counsel prepared comprehensive damages calculations and exposure analyses addressing the wage-and-hour claims at issue. These efforts provided a substantial factual and analytical foundation for our settlement negotiations and enabled Class Counsel to evaluate the

proposed compromise on an informed basis rather than through speculation or unsupported assumptions.

29. Ultimately, I believe the proposed Settlement represents a highly favorable resolution considering the substantial risks and uncertainties associated with continued litigation. Although Plaintiffs maintained confidence in the merits of their claims, success was by no means assured. Defendant disputed liability and damages, and continued litigation would have required Plaintiffs to overcome significant procedural, evidentiary, and substantive challenges, including the uncertainties associated with class certification and the calculation of recoverable damages. In advance of mediation, Class Counsel developed detailed damages models using the payroll, timekeeping, and other employment information obtained during the litigation and information exchanges. Those models were further evaluated considering the probability of establishing classwide liability, prevailing on disputed legal issues, maintaining certification, and recovering the full amounts potentially available under the applicable statutes.

30. Defendant, for its part, denied liability and contested Plaintiffs' damages assessments. The Settlement therefore reflects a carefully considered compromise between competing litigation positions. In my professional judgment, the certainty of the substantial monetary relief secured through the Settlement outweighs the speculative possibility of obtaining a greater recovery after years of additional litigation, expense, and appeals. Accordingly, I strongly support final approval and believe the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

31. The Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

32. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs signed a fee split agreement that provides that fees will be allocated between Class Counsel as follows: forty-five percent (45%) to the Bokhour Law Group, P.C., forty-five percent (45%) to Falakassa Law, P.C., and ten (10%) to Verum Law Group, APC.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 15th day of October 2026, at Los Angeles, California.



Joshua Falakassa