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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

BRANDON CASTON, on behalf of himself and all others similarly situated, Plaintiff, v. NORTH VALLEY, LLC, a California Limited Liability Company; and DOES 1-50, inclusive. Defendants.	CASE NO.: 24CV018816 *Assigned to the Hon. Peter K. Southworth* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** **HEARING INFO** Date: December 18, 2026 Time: 9:00 a.m. Dept.: 8B

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 Brandon Caston 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 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 have substantial experience litigating wage-and-hour, class, and representative actions in California. Throughout this Action, I and my co-counsel have vigorously represented Plaintiff and the proposed Settlement Class and were fully prepared to continue litigating the matter through class certification, dispositive motions, trial, and, if necessary, appeal. Nevertheless, after conducting a thorough investigation of the claims and defenses, analyzing the relevant payroll and timekeeping data, assessing the risks and costs of continued litigation, and participating in arm's-length settlement negotiations, I strongly support the proposed Settlement. In my judgment, the Settlement represents a fair, reasonable, and favorable resolution for the Settlement Class in light of the circumstances of this case.

9. Based upon my experience handling wage-and-hour class actions and my analysis of the claims, defenses, available evidence, potential damages, and litigation risks in this matter, I believe the recovery provided to the Settlement Class falls well within the range of reasonable outcomes. The Settlement provides Settlement Class Members with a meaningful and prompt monetary recovery while eliminating the substantial risks, expense, and delay associated with continued litigation, class certification proceedings, trial, and potential appellate review. The response of the Settlement Class further supports that conclusion: no Settlement Class Member has objected to the Settlement, and no Settlement Class Member has requested exclusion. In my judgment, this response demonstrates strong support for the resolution achieved.

10. I believe the relevant circumstances strongly support final approval. The Settlement was reached only after meaningful investigation and analysis of the claims and defenses and arm's-length negotiations conducted with the assistance of an experienced mediator. My co-counsel and I had sufficient information to evaluate the strengths and

weaknesses of the case and the potential range of recovery before agreeing to the Settlement. Based upon my experience litigating complex wage-and-hour class actions, I believe the Settlement provides substantial value to the Settlement Class when weighed against the risks and delay inherent in continued litigation. The absence of any objections or requests for exclusion further supports my conclusion that the Settlement is fair, reasonable, and adequate

11. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy for their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the claims in this action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein.

12. In my opinion, the recovery for each Settlement Class Member is within an acceptable range in light of the claims and litigation risks. The Settlement provides substantial monetary relief without the uncertainty and delay of further litigation. ILYM received no requests for exclusion and no objections, and all 34 Class Members are Participating Class Members. Based on these considerations, I believe the Settlement is in the best interests of the Class.

13. The parties negotiated at arm's length with an experienced mediator, and Class Counsel investigated and analyzed the claims and defenses. The monetary recovery, litigation risks, and absence of any objections or requests for exclusion support final approval. In my opinion, the Settlement is fair, adequate, and reasonable.

14. I respectfully request approval of Class Counsel's attorneys' fees in the amount of $108,333.33, representing one-third (1/3) of the Gross Settlement Amount. In my experience, a one-third common-fund fee is consistent with fee awards approved in comparable California wage-and-hour class and PAGA settlements, subject to the Court's independent assessment of reasonableness. The substantial monetary benefit obtained for the Settlement Class, the work performed, the contingent nature of the representation, the risks assumed throughout the litigation, and the lodestar cross-check all support the requested award.

15. Class Counsel prosecuted this matter entirely on a contingency-fee basis. Neither

I nor my co-counsel received any compensation as the case progressed, and there was never any guarantee that we would recover fees or reimbursement of the litigation expenses advanced on behalf of the Class. By accepting this representation, Class Counsel committed substantial attorney time and financial resources while assuming the risk that the case could result in little or no recovery. Wage-and-hour class litigation is inherently uncertain and frequently involves substantial motion practice, discovery disputes, class-certification risks, potential appellate proceedings, and significant litigation expense. Those risks were real throughout this Action and weighed heavily in favor of achieving a meaningful resolution for the Settlement Class when the opportunity arose.

16. Class Counsel have incurred and reasonably anticipate incurring through completion of final approval and settlement administration, approximately 117 combined attorney hours. My co-counsel, Mehrdad Bokhour, has incurred and reasonably anticipates incurring 65 hours, including 55 hours already incurred and approximately 10 additional hours associated with final approval and post-approval administration. At his customary hourly rate of $750, Mr. Bokhour's lodestar is $48,750.

17. I have personally devoted a total of 52 hours to the prosecution and resolution of this Action, including substantial work investigating, developing, litigating, evaluating, and ultimately resolving the claims asserted on behalf of Plaintiff and the putative class members. My work included, among other things, conducting a detailed investigation into the factual and legal bases of Plaintiff's individual and class-wide claims; analyzing Defendant's employment practices, wage-and-hour policies, and potential violations of the California Labor Code; researching applicable statutory and case law concerning the asserted claims and class certification requirements; evaluating the viability of class-wide treatment and the risks associated with certification and continued litigation; preparing and reviewing pleadings and other litigation documents; case management and court hearings; developing case strategy and evaluating the strengths and weaknesses of the claims and anticipated defenses; communicating with Plaintiff regarding the underlying facts, litigation strategy, and potential resolution of the Action; reviewing and analyzing relevant documents, employment records, wage-and-hour information,

and other materials bearing on Defendant's potential liability; assessing the scope of the proposed class, the nature and extent of the alleged violations, and Defendant's potential exposure; evaluating potential damages, statutory penalties, and other available remedies on a class-wide basis; and participating in settlement discussions and negotiations with opposing counsel.

18. My work further included preparing for mediation, evaluating the legal and factual issues material to settlement, assessing the risks, costs, and delays associated with continued litigation, and participating in the mediation process that ultimately resulted in a negotiated class-wide settlement. In evaluating the proposed settlement, I considered the potential recovery available to class members, the evidentiary and legal challenges presented by the Action, the risks inherent in obtaining and maintaining class certification, the possibility of an adverse outcome, and the substantial expense and delay associated with further litigation and trial.

19. The work performed required the application of my experience and expertise in California employment law, wage-and-hour litigation, and complex class actions, and contributed directly to achieving the settlement for the benefit of the class members. At my customary hourly rate of $750, the 52 hours incurred represent a lodestar of $39,000.

20. I believe the time expended was reasonable and necessary in light of the nature and complexity of the Action, the issues presented, the work required to investigate and evaluate the claims, and the efforts undertaken to secure a favorable resolution for the class.

21. Accordingly, Class Counsel's combined lodestar is $87,750. The requested fee of $108,333.33 therefore represents a multiplier of approximately 1.23, which I believe is modest and reasonable given the contingent nature of the representation, the risk of nonpayment, the delay in receiving compensation, the complexity of wage-and-hour class litigation, and the result achieved for the Settlement Class.

22. Our $750 hourly rates are also consistent with prevailing market rates for attorneys with comparable experience prosecuting complex wage-and-hour class and PAGA matters in California.

23. The favorable result achieved here was by no means assured. When Class Counsel undertook this matter, we agreed to advance the time and resources necessary to litigate the case

without any guarantee of compensation. We also assumed responsibility for substantial litigation expenses, including filing fees, court costs, legal research expenses, mediation expenses, and other case-related costs.

24. The Settlement reflects the product of substantial investigation, legal analysis, negotiation, and advocacy. In evaluating settlement, Class Counsel considered not only the strengths of Plaintiff's claims, but also the significant risks attendant to continued litigation, including contested factual and legal issues, class-certification risks, the prospect of dispositive motions, the expense of continued discovery, trial risk, and the possibility of appellate proceedings. Against those risks, the Settlement provides meaningful and immediate monetary relief to the Settlement Class without requiring Class Members to assume the delay and uncertainty inherent in continued litigation.

25. Based on my experience prosecuting wage-and-hour class and representative actions, I believe the requested fee of $108,333.33 is fair and reasonable. It is supported by the monetary relief secured for the Settlement Class, the substantial work performed by Class Counsel, the contingent risk undertaken, the litigation expenses advanced, and the lodestar cross-check demonstrating only a modest multiplier of approximately 1.23.

26. The absence of any objections to the requested attorneys' fees, as reflected in the Settlement Administrator's declaration, further supports the reasonableness of the request. I also understand that Defendant does not oppose Class Counsel's request for attorneys' fees and reimbursement of litigation costs.

27. Accordingly, I respectfully request that the Court approve Class Counsel's attorneys' fees in the amount of $108,333.33 and reimbursement of litigation costs in the amount of $13,992.45. In my judgment, these amounts fairly compensate Class Counsel for the work performed, the risks undertaken, the result achieved, and the financial resources committed to obtaining this recovery for the Settlement Class.

28. I continue to believe that the Settlement is fair, reasonable, and adequate in light of the claims asserted, the defenses raised, the evidence developed, and the litigation risks previously presented to the Court. In my judgment, the Settlement provides a meaningful and

certain recovery to the Settlement Class while avoiding the substantial delay, expense, and uncertainty associated with continued litigation.

29. Plaintiff and Class Counsel diligently investigated and evaluated the claims asserted in this Action. In doing so, we considered the disputed factual and legal issues, Defendant's anticipated defenses, the risks associated with class certification and continued prosecution of the case, the uncertainty of prevailing at trial or on appeal, and the benefits provided to the Settlement Class through the negotiated resolution. Based on that analysis and my experience litigating wage-and-hour class and representative actions, I concluded that the Settlement is fair, reasonable, and in the best interests of the Settlement Class.

30. The Settlement does not provide preferential treatment to any segment of the Settlement Class. Rather, the Settlement was structured to distribute the Net Settlement Amount pursuant to an objective allocation methodology designed to compensate Settlement Class Members fairly based on the relevant employment data and their participation during the applicable period. The parties have also disclosed the agreed-upon and proposed attorneys' fees in accordance with California Rules of Court, rule 3.769(b), and I believe the requested fees are reasonable in light of the work performed, the risks undertaken, the contingent nature of the representation, and the result obtained.

31. As set forth in connection with preliminary approval, Class Counsel conducted a substantial investigation into the facts and merits of the wage-and-hour claims asserted in this Action. That investigation included reviewing and analyzing extensive information, correspondence, employment policies and procedures, timekeeping records, payroll and wage data, and information concerning the size and composition of the Settlement Class. We also investigated the claims of similarly situated employees and evaluated the factual and legal defenses available to Defendant. In addition, Class Counsel analyzed information concerning the total number of Settlement Class Members, the number of current and former employees, the applicable employment periods, and other data relevant to liability and damages. Using that information, Class Counsel prepared detailed damages models addressing the wage-and-hour claims at issue and used those models to evaluate the potential value of the case and the

reasonableness of settlement.

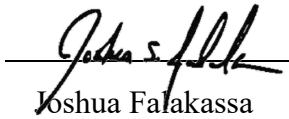
32. In my judgment, the Settlement reflects a reasonable compromise considering the significant uncertainties associated with continued litigation. Although the Gross Settlement Amount necessarily represents a negotiated compromise rather than the maximum theoretical recovery, the parties reached the Settlement only after evaluating the strengths and weaknesses of their respective positions. Class Counsel relied upon the data and information obtained through discovery and informal information exchanges and developed detailed damages analyses that incorporated the potential value of the claims, the likelihood of class certification, disputed liability issues, and the risks of continued litigation. Those analyses provided an informed basis for evaluating settlement and negotiating a realistic and meaningful recovery for the Settlement Class. Defendant, for its part, has consistently denied liability and disputes both the existence and amount of the damages asserted by Plaintiff.

33. Defendant strongly contested the merits of Plaintiff's claims and the amount of potential damages throughout the litigation. As further explained in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Defendant asserted numerous factual and legal defenses that created meaningful litigation risk. Those disputes would have required continued discovery, motion practice, class-certification proceedings, and potentially trial and appellate review. I considered those risks carefully in evaluating the Settlement and continue to believe that the certainty and immediacy of the recovery obtained for the Settlement Class compares favorably to the risks, costs, and delay associated with continued litigation.

34. 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.

35. 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 20th day of November 2026, at Los Angeles, California.



Joshua Falakassa