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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

RAYMOND VASQUEZ, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

RED BULL DISTRIBUTION COMPANY,
INC., a Delaware Corporation; and DOES 1-
50, inclusive.

Defendants.

CASE NO.: 24CV018185

Assigned to the Hon. Jill H. Talley

**DECLARATION OF JOSHUA
FALAKASSA IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

HEARING INFO

Date: October 23, 2026

Time: 9:00 a.m.

Dept.: 8A

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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 Raymond Vasquez and the Settlement Class.

3. I am an attorney duly licensed to practice law in the State of California and am one of the attorneys appointed as Class Counsel in this action. I have substantial experience representing employees in wage-and-hour, representative, and complex class action litigation. Through my work on this matter, I have become thoroughly familiar with the factual record, the claims asserted, Defendant's defenses, the discovery and data exchanged by the parties, the risks associated with continued litigation, and the terms of the proposed Settlement. Based on that experience and my involvement in this case, I strongly support final approval of the Settlement and believe it represents a fair, reasonable, and favorable resolution for the Settlement Class.

5. In my judgment, the recovery achieved for the Settlement Class falls well within a reasonable range in light of the claims, defenses, litigation risks, and potential damages at issue. The Settlement provides Class Members with the benefit of prompt monetary compensation without requiring them to bear the uncertainty and substantial delay inherent in further contested litigation. Continued litigation could require several additional years before

1 any recovery was realized and would present significant risks concerning certification, liability,
2 damages, and appeal.

3 6. The response of the Settlement Class further supports my assessment of the
4 Settlement. As of the date of this declaration, I am aware of no Settlement Class Member who
5 has objected to final approval of the Settlement and no Settlement Class Member who has
6 requested exclusion from the Settlement. In my experience, the absence of objections or
7 exclusions is significant and reflects strong support from the individuals whose rights are
8 directly affected by the Settlement.

9 7. The Settlement was not the product of collusion or a premature compromise. It
10 was reached only after substantial investigation, analysis, and arm's-length negotiations
11 conducted with the assistance of experienced class action mediator Steve Serratore, Esq. The
12 mediation process required the parties to meaningfully evaluate their respective positions,
13 potential exposure, defenses, and litigation risks before reaching an agreement.

14 8. Before agreeing to the Settlement, Class Counsel conducted a substantial
15 investigation into the factual and legal merits of the claims. Among other things, we reviewed
16 and analyzed significant amounts of information and documentation concerning Defendant's
17 timekeeping and payroll practices, compensation records, applicable policies and procedures,
18 the size and composition of the putative class, and the alleged wage-and-hour violations. We
19 also evaluated Defendant's legal and factual defenses and analyzed the risks associated with
20 class certification, liability, damages, and further litigation.

21 9. As part of that process, Class Counsel analyzed timekeeping and payroll data
22 and other information provided by Defendant concerning the number of Settlement Class
23 Members, the number of current and former employees, the relevant workweeks, and the
24 applicable employment periods. We prepared detailed damages models concerning the wage-
25 and-hour claims asserted in this action and used those models to evaluate the potential value of
26 the claims and prepare for mediation.

27 10. Plaintiff and the Settlement Class consist of current and former non-exempt
28 hourly employees who worked for Defendant in California during the period from September

1 12, 2020, through November 19, 2025. The principal allegations concern whether Defendant
2 failed to compensate employees for all time worked as a result of its timekeeping practices.
3 Plaintiff also asserts claims relating to unpaid wages, meal and rest periods, wage statements,
4 waiting time penalties, and related PAGA penalties. Defendant has disputed liability and
5 damages as to these claims throughout the litigation.

6 11. Defendant vigorously contested Plaintiff's claims and maintained substantial
7 factual and legal defenses. As further described in Plaintiff's Motion for Preliminary Approval,
8 Defendant disputed both the existence and extent of the alleged violations, the appropriate
9 methodology for calculating damages, the recoverability of various categories of relief, and
10 other material issues bearing on the potential value of the case.

11 12. In preparation for mediation, Class Counsel considered not only the maximum
12 theoretical exposure, but also the likelihood that Plaintiff would prevail on certification,
13 liability, and damages as to each claim. We accordingly applied realistic litigation-risk
14 adjustments to our damages analyses. The Settlement Amount reflects a negotiated compromise
15 reached after both sides evaluated those risks. Defendant continues to deny liability and disputes
16 Plaintiff's damages calculations.

17 13. In my opinion, the Settlement represents a substantial result when viewed against
18 the risks, expense, and delay associated with continued litigation. Although the gross Settlement
19 Amount necessarily reflects compromise, it provides the Settlement Class with a certain and
20 meaningful recovery now rather than requiring Class Members to await the uncertain outcome
21 of certification proceedings, dispositive motions, trial, and potentially lengthy appellate
22 proceedings.

23 14. The Settlement also treats Settlement Class Members fairly in relation to one
24 another. I am not aware of any provision that provides preferential treatment to one segment of
25 the Settlement Class at the expense of another. Instead, the allocation methodology is designed
26 to distribute the settlement proceeds pursuant to objective criteria tied to Class Members'
27 employment during the relevant period.

1 15. Based upon my experience litigating wage-and-hour class and representative
2 actions and my detailed knowledge of this case, I believe the proposed Settlement is fair,
3 reasonable, adequate, and in the best interests of the Settlement Class. I therefore strongly
4 support final approval.

5 16. Class Counsel seek an attorneys' fee award of \$466,666.67, representing
6 approximately 33.33% of the Settlement Amount. In my experience handling California wage-
7 and-hour class actions, a one-third contingency fee is consistent with fee awards commonly
8 sought and approved in comparable common-fund settlements. I believe the requested fee is
9 reasonable in light of the result obtained, the contingent nature of the representation, the risks
10 assumed, the work performed, and the substantial delay in payment.

11 17. Class Counsel undertook this representation entirely on a contingency basis.
12 Neither Plaintiff nor any Settlement Class Member was required to pay Class Counsel hourly
13 fees as the litigation progressed. As a result, Class Counsel assumed the risk that substantial
14 attorney time and litigation expenses could be invested in this case without any compensation
15 whatsoever if the case was unsuccessful.

16 18. That risk was substantial. Wage-and-hour class litigation is complex, expensive,
17 and frequently involves contested class-certification proceedings, extensive data analysis,
18 expert issues, dispositive motions, trial, and appellate review. Class Counsel nevertheless
19 committed the attorney time and resources necessary to investigate, prosecute, analyze,
20 negotiate, and ultimately resolve this action without any guarantee that our fees or costs would
21 ever be recovered.

22 19. Class Counsel also advanced litigation expenses in connection with the
23 prosecution of this case, including filing fees, research costs, mediation expenses, and other
24 litigation-related expenditures. Those expenditures were advanced without any guarantee of
25 reimbursement.

26 20. Based upon our current records and the work reasonably anticipated through
27 completion of settlement administration, Class Counsel have incurred or reasonably anticipate
28 incurring approximately 215 hours in connection with this action. Co-Class Counsel Mehrdad

1 Bokhour has incurred or reasonably anticipates incurring approximately 102.5 hours, and I have
2 incurred or reasonably anticipate incurring approximately 112.5 hours.

3 21. My customary hourly rate for complex employment, class action, and PAGA
4 litigation is \$750 per hour. Based upon my experience, background, the nature of my practice,
5 and the rates charged by attorneys of comparable skill and experience handling similar litigation
6 in California, I believe this rate is reasonable.

7 22. The hours reflected above include time already devoted to investigating and
8 litigating the case, analyzing Defendant's records and data, researching the applicable law,
9 preparing damages analyses, negotiating the Settlement, participating in mediation, preparing
10 the preliminary-approval papers, addressing settlement administration issues, and preparing the
11 final-approval papers.

12 23. The anticipated hours also include the additional work that Class Counsel
13 reasonably expect to perform through completion of the Settlement. That work includes
14 finalizing the final-approval submissions, preparing for and attending the final-approval
15 hearing, responding to any questions raised by the Court, working with the Settlement
16 Administrator concerning calculations and distributions, responding to Class Member inquiries,
17 addressing returned or uncashed settlement checks, reviewing the administrator's final
18 accounting and declaration, and handling any additional filings or hearings necessary to
19 complete administration of the Settlement.

20 24. The requested fee is not simply compensation for hours already expended. It also
21 compensates Class Counsel for assuming the substantial risk inherent in contingent litigation,
22 advancing the case without payment for an extended period, committing resources that could
23 otherwise have been devoted to hourly matters, and obtaining a substantial common fund for
24 the benefit of the Settlement Class.

25 25. The result obtained further supports the requested fee. The Settlement provides
26 substantial monetary relief to the Settlement Class while eliminating the risks and delays
27 associated with further litigation. Moreover, Defendant does not oppose the requested
28

1 attorneys' fee award, and, as of the date of this declaration, I am aware of no Settlement Class
2 Member who has objected to the requested fee.

3 26. Based upon my experience, the work performed, the risks undertaken, the
4 contingent nature of the representation, the result obtained, and the substantial additional work
5 that will be required through final administration, I believe an attorneys' fee award of
6 \$466,666.67 is fair and reasonable.

7 27. Throughout the litigation and settlement process, Plaintiff and Class Counsel
8 have acted with the objective of maximizing the recovery available to the Settlement Class
9 while accounting for the significant factual and legal risks associated with continued litigation.

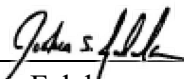
10 28. The Settlement resulted from informed, adversarial, and arm's-length
11 negotiations after Class Counsel had obtained and analyzed sufficient information to
12 intelligently assess the claims, Defendant's defenses, the potential damages, and the risks
13 associated with further proceedings.

14 29. Having considered the entire record, including the factual and legal issues
15 presented, the competing damages analyses, the risks of certification and trial, the expense and
16 delay associated with continued litigation, the monetary benefits available under the Settlement,
17 and the response of the Settlement Class, it is my professional judgment that the Settlement
18 represents an excellent result for the Settlement Class.

19 30. Accordingly, I respectfully support final approval of the Settlement, the
20 requested attorneys' fee award of \$466,666.67, reimbursement of the approved litigation costs,
21 and entry of final judgment in accordance with the Settlement Agreement.

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

26 I declare under penalty of perjury under the laws of California that the foregoing is true
27 and correct, this 30th day of September 2026, at Los Angeles, California.

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Joshua Falakassa