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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

CEDRICK MILLER, on behalf of himself and all others similarly situated, Plaintiff, v. HOME OXYGEN COMPANY, LLC., a California Limited Liability Company; and DOES 1-50, inclusive. Defendant.	ASE NO.: CV-24-008466 *Assigned to the Hon. Sonny Sandhu* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** **<u>HEARING INFORMATION</u>** Date: June 5, 2026 Time: 8:30 a.m. Dept.: 24 Complaint Filed: October 21, 2024 FAC Filed: December 27, 2024

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, P.C., and I serve as attorney of record, along with The Bokhour Law Group, P.C., for Plaintiff Cedrick Miller ("Plaintiff") and the Putative Class.

2. 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 of my own personal knowledge.

3. I submit this declaration in support of Plaintiff's Motion for Preliminary 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 Districts. I 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 completed courses in Labor Law, Employment Discrimination, and Labor/Employment arbitration. 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 to January 2019, I was 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 nearly 100 employee vs. employer litigation matters, including more than 40 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 through 2024, 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 20 and Top 50 wage and hour class and/or PAGA action settlements in California in 2021-2024..

9. Through a contested but productive mediation, Plaintiff and Defendant Home Oxygen Company, LLC ("Defendant") (collectively, the "Parties") entered into a Class Action and PAGA Settlement Agreement resolving the wage and hour claims of the Settlement Class ("Settlement Agreement" and/or "Settlement"), and Class Notice which is attached as Exhibit **"**A**"** to the accompanying Decalaration of Mehrdad Bokhour.

10. The Settlement Agreement seeks to fully release and discharge Defendant from the claims brought against it in this matter in exchange for Defendant's agreement to pay $135,000 on a non-reversionary, non-claim made basis (each Settlement Class Member will receive his/her share of the Net Settlement Amount without having to submit a claim form or taking action, except for those who opt-out).

11. Plaintiff seeks to represent a Class of all persons who are or were previously employed by Defendant in California and classified as non-exempt employees at any time from October 21, 2020, through August 1, 2025, or such earlier date as the number of workweeks worked by the Class Members starting October 21, 2020 reaches 6,057 (the "Class" or "Class Members"). Likewise, the PAGA Employees include all persons who are, or were, employed by Defendant in California and were classified as non-exempt or hourly employees at any time from October 21, 2023, through August 1, 2025, or such earlier date as the number of workweeks worked by the Class Members starting October 21, 2020 reaches 6,057 ("PAGA Employees").

12. Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel's application for a reasonable award of attorney's fees not to exceed one-third (1/3) of the Settlement Amount, Class Counsel's litigation costs not to exceed $15,000, Settlement Administration Costs not to exceed $5,000, PAGA penalties of $5,000 (of which $3,750 or 75% will be paid to the LWDA and the remaining $1,250 or 25% will be paid to the PAGA Employees), and

a Service Payment not to exceed $10,000 to the named Plaintiff (S.A. ¶ 53(a)-(h)).

13. As of the Parties' mediation, the Class includes approximately 96 non-exempt employees who all worked for Defendant in California during the Class Period. Plaintiff contends that, regardless of their roles, all non-exempt employees were subject to the same workplace policies and scheduling practices, and therefore, the Individual Settlement Payments will be paid on a pro-rata basis based on the number of Compensable Workweeks during the Class Period. Assuming a total class size of approximately 96 Settlement Class Members, the average payment to each Settlement Class Member will be approximately $572, with the highest payment estimated to be in the range of $2,000 to $2,500. Of course, those with more Compensable Workweeks stand to recover a proportionally greater amount.

14. The Settlement is non-reversionary, and Class Members will not be required to submit claim forms to receive payment, but each Class Member will be mailed the Notice Packet containing detailed information about his/her share, the opportunity to dispute the number of Compensable Workweeks worked by the Class Member, and the opportunity to opt out or object to the Settlement. All Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval of the Settlement.

15. Because the Settlement is fair and reasonable and was negotiated at arm's length by experienced counsel and an experienced mediator following an appropriate and comprehensive exchange of information and documents in advance of mediation, it should be preliminarily approved. Plaintiff respectfully requests that the Court enter an order preliminarily approving the Settlement, conditionally certifying the Class under Code of Civil Procedure § 382 for settlement purposes, approving the proposed Notice Packet, appointing Plaintiff's counsel as Class Counsel, appointing ILYM Group, Inc. as the Settlement Administrator, and scheduling a hearing for the final approval of the Settlement.

16. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting interviews with putative class members, investigation of Defendant and their operations, and their pay policies/procedures, exchange of informal discovery, including Defendant's written policies and practices, and the production of a reasonable sampling of payroll and timekeeping

records for Settlement Class Members and PAGA Employees. Class Counsel are both knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class Members and PAGA Employees. Class Counsel has diligently investigated the Class Members' claims against Defendant.

17. On May 29, 2025, the Parties participated in mediation before Doug Leach, Esq., a highly experienced class action mediator. The Parties reached a settlement after a full-day mediation, subsequent negotiations, and issuance of a mediator's proposal.

18. Based upon detailed data obtained through informal discovery and information exchanges, Plaintiff's counsel estimated the following big-picture data points through the date of mediation: (1) 96 Class Members who worked approximately 5,507 pay periods and 25,000 shifts.

19. As further detailed in the accompanying Declaration of Mehrdad Bokhour, given the realistic value of Plaintiff's claims, the $135,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 55% of Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class.

20. The Settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive in nature. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiff and his counsel believe that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any of their defenses, the employees may not have received any substantial monetary recovery.

21. The Settlement will result in a fair payment to each Settlement Class Member based on the number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiff and his counsel have diligently investigated the claims and defenses on behalf of the Settlement Class Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding

further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with further litigation described above and weighing them against the benefits of a known compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution of the claims alleged.

22. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed judgment throughout the settlement process, including significant document review (e.g., documents pertaining to Defendant's policies and procedures, personnel documents, wage statements, time records, among others) and conducted an extensive analysis and extrapolation of the sampling of class-wide data provided by Defendant.

23. Based on our experience in other cases, including wage and hour matters, I believe my office, along with The Bokhour Law Group, P.C., is qualified to evaluate the class claims and viability of defenses in this class action. In this case, the recovery for each Settlement Class Member is reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement Class. The Settlement provides each Settlement Class Member with compensation for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding to trial.

24. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

25. Of course, the Settlement Amount represents a compromise figure, taking into account the various risks surrounding class certification and the merits of Defendant' asserted defenses. Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class Members, with no reversion to Defendant.

26. When this case was taken on a contingency fee basis, with our firm agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, we paid all costs, including the filing fees, mediation costs, and expert costs. There was

never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiff lost, he could have been ordered to pay Defendant's costs

27. It is our experience that attorneys' fee awards of one-third of a common fund settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further warranted because it is within the range of reasonableness typically awarded in class actions. Our firms' Costs will not exceed $15,000 and will be based on the actual amount incurred at the time of final approval.

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

29. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class, as well as preliminarily approve the requested attorneys' fees and costs, and service award to the Class Representative.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 17th day of April 2026, in Los Angeles, California.

By: ____________________
Joshua Falakassa