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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

RICHARD POLACEK, on behalf of himself, the State of California, and all other similarly aggrieved employees,

Plaintiff,

v.

HSRE PACIFICA HILLSBOROUGH TRS, LLC., a Delaware Limited Liability Company; OASIS OUTSOURCING III, LLC., a Florida Limited Liability Company; TGH-CHINO, LP, a California Limited Partnership; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CIVRS2502266

Assigned to the Hon. Tony Raphael

DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

Hearing Information:

Date: July 2, 2026
Time: 9:00 a.m.
Dept.: R14

DECLARATION OF JOSHUA FALAKASSA

I, Joshua Falakassa, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would competently testify thereto. I am the principal of Falakassa Law, P.C., counsel of record for named Plaintiff Richard Polacek ("Plaintiff"). Along with co-counsel The Bokhour Law Group, P.C., my firm represents Plaintiff in his individual capacity, on behalf of the State of California as a private attorney general, and on behalf of other similarly situated aggrieved employees in this action against HSRE Pacifica Hillsborough TRS, LLC and Oasis Outsourcing III, LLC ("Defendants") (together with Plaintiff, the "Parties").

2. I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement pursuant to the Private Attorneys General Act of 2004 ("Plaintiff's Motion").

3. I graduated with a Bachelor of Arts with a major in History and a minor in Public Affairs from the University of California, Los Angeles ("UCLA") in 2009. I graduated from the University of California, Berkeley School of Law ("Berkeley Law") in 2013 wherein I focused my legal studies on labor and employment law and was awarded a *Prosser Prize* for my academic achievement. I have been a member, in good standing, of the State Bar of California since 2013.

4. I am admitted to practice before all California state courts, and the United States District Court for the Central, Northern, and Eastern Districts and have litigated class action and Private Attorney General Act ("PAGA") representative action cases in various superior courts in California.

5. I started my law firm in 2016 with a concentration in representation of plaintiff-employees to recover unpaid wages and vindicate wrongful termination in various contexts. During my seven plus years of law practice, I have handled over 100 employee versus employer litigation matters. Over the last five years, my practice has almost entirely consisted of representing plaintiff-employees, the majority of which has included class action and representative action wage and hour matters.

6. In total, I have handled upwards of 80 class action and representative action

wage/hour cases and have been appointed by the court as class counsel and have received final court approval and judgment in several of those actions to date. 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. My firm has also successfully obtained Top Settlements for wage and hour class/PAGA actions in many counties across California as listed on topverdict.com.

7. As the principal of Falakassa Law, P.C., and I have extensive experience litigating complex wage-and-hour class and representative actions under California law. My practice is devoted primarily to representing employees in wage-and-hour class actions and PAGA matters, and I am well-versed in evaluating both the strengths of such claims and the viability of employer defenses. My firm currently serves as counsel or co-counsel in dozens of wage-and-hour class and PAGA actions throughout California, and we possess the experience, resources, and commitment necessary to provide effective and adequate representation to aggrieved employees in this matter.

8. I have personally handled numerous wage-and-hour class and PAGA representative actions from inception through resolution, including cases involving claims for unpaid minimum wages, overtime, meal and rest period violations, unreimbursed business expenses, wage statement violations, waiting time penalties, and unfair competition under Business and Professions Code section 17200. This experience enables me to assess the reasonableness of settlements, including the one presented here, in light of both the legal and practical risks inherent in such litigation.

9. Here, Plaintiff's operative claims are brought on behalf of all non-exempt employees who worked for Defendants at the HSRE Pacifica Hillsborough TRS facility in California between November 27, 2023, and March 13, 2026 (the "Aggrieved Employees").

10. Defendants' motion to compel arbitration in the class action was granted, whereby the court ordered Plaintiff to arbitrate his claims against Defendants on an individual basis, including his individual PAGA claims, and stayed Plaintiff's non-individual PAGA claims.

11. Prior to commencing individual arbitration, the Parties agreed to explore resolution through private mediation.

12. In advance of mediation, the Parties engaged in an informal exchange of relevant

information and documents. Defendants produced policy documents and time and payroll records for all employees, which enabled Plaintiff's counsel to conduct a thorough analysis of liability exposure, identify representative violations, and formulate a damages and penalties model. As part of this informal discovery, Plaintiff's counsel analyzed issues including, but not limited to, "regular rate of pay" issues, meal and rest period violations, expense reimbursements, wage statement violations, and late payment penalties. Plaintiff also reviewed Defendants' applicable policies, practices, and pay data to evaluate the risks and potential recovery at trial.

13. Following these efforts, the Parties participated in a full-day mediation on January 13, 2026, before Tagore Subramaniam, Esq., a respected and experienced mediator of complex wage-and-hour class and PAGA actions. With the mediator's assistance, the Parties reached a negotiated resolution of the claims asserted in this action.

14. Based upon my experience and after factoring in the risks explained below, I believe that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I believe that the PAGA Settlement Agreement (the "Settlement Agreement" and/or the "Settlement") should be approved.

15. This experience helps assess the reasonableness of settlements such as the one at issue here. Based on my years of experience representing plaintiffs in wage and hour cases, including PAGA representative and class actions, the Settlement herein is fair, adequate, and reasonable under the facts and law applicable to this case.

16. I have performed substantial work and diligently investigated and prosecuted this case to a successful conclusion. I believe this Settlement to be fair, reasonable, and adequate.

17. In evaluating the fairness and reasonableness of this proposed Settlement, my co-counsel and I had to consider both the potential maximum and Defendants' various defenses. This is significant because in a PAGA action, the Court has the same discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified by PAGA if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2). Such considerations include

Defendants' defenses to the alleged claims.

18. In the end, Defendants urged that the trial court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendants liable for any of Plaintiff's claims. As a result, Plaintiff's Counsel made appropriate discounts for the associated risks.

19. As such, the LWDA will receive approximately $58,360.59 (65 percent of the PAGA Fund) and the Aggrieved Employees will collectively receive approximately $31,424.93 (35 percent of the PAGA Fund), which will be paid on a pro-rata basis according to the number of pay periods worked during the PAGA Period. The average payment to the Aggrieved Employees is approximately $165.

20. Plaintiff estimates that Defendants' maximum potential penalty exposure was approximately $370,000, based on approximately 3,700 PAGA Pay Periods and the statutory $100 per-pay-period penalty for a first violation.

21. Moreover, as part of the Settlement, the Parties have agreed that Plaintiff will request a PAGA Counsel Fees Payment in an amount not to exceed one-third of the Gross settlement amount. Here, Plaintiff's Counsel seeks one-third (33.33%) of the Gross Settlement Amount, thus $61,666.67, subject to court approval, plus actual litigation costs for $18,547.80.

22. This request is fair, reasonable, and adequate to compensate Plaintiff's Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. Additionally, it is consistent with the contingency-fee agreement entered into by the named Plaintiff. The attorneys' fees award is intended to reimburse Plaintiff's Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement, communicating with Aggrieved Employees regarding their Individual PAGA Payment checks, and communicating with the Settlement Administrator regarding the administration of the Settlement, if it is approved.

23. My firm took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved, or one bad case can destroy years of work. Accordingly, when we take contingent cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal

hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours a day is limited. Because of this, when we take on one particular matter, we are unable to take on other matters. When my firm became involved in this case, we realized the time commitment it would entail and were forced to turn down matters we otherwise should have been able to handle.

24. The requested attorneys' fees are reasonable for the services provided to the LWDA and the Aggrieved Employees and for the benefits they are to receive.

25. Moreover, the case involved significant risks of non-payment of attorneys' fees and non-recovery of litigation costs if the Settlement was not granted approval, or if Plaintiff did not prevail. California courts consider the risks counsel takes in litigating a case where they may not prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp*. (2004) 34 Cal.4th 553, 583.

26. The actual aggregated lodestar between the attorneys who worked on this case is $64,275. This results in a negative multiplier, demonstrating that the requested fee is justified, reasonable, and appropriate. The total lodestar is summarized in the following table:

Lodestar Summary

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	$750	48	$36,000
Joshua Falakassa	12 years	$725	39	$28,275
		TOTAL		$64,275

27. 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 Falakassa Law, P.C.

28. Based on my years of experience representing plaintiffs in wage and hour matters—including both PAGA representative actions and class actions—I believe the Parties' proposed settlement is fair, adequate, and reasonable in light of the applicable facts and law.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 17th day of April 2026, at Los Angeles, California.

Joshua Falakassa, Esq.