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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JORGE VALENCIA, on behalf of himself and all others similarly situated,

Plaintiff,

v.

GORDON PAINTING CO., INC., a California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CIVRS2401966

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

HEARING INFORMATION

Date: September 17, 2026
Time: 8:30 a.m.
Dept.: R1

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., and I serve as attorney of record for Plaintiff Jorge Valencia ("Plaintiff") and the Putative Class along with co-counsel The Bokhour Law Group, P.C. 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.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3. I have reviewed the San Bernardino's County Superior Court Checklist for Approval of Class Action Settlements and believe that the moving papers substantially comply with all applicable requirements.

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, ("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.

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 nearly 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 2017-2025, 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 2021-2024.

9. My office has devoted substantial time and resources to investigating, prosecuting, and resolving this action. These efforts have directly contributed to the creation of a meaningful settlement fund for the benefit of the Class. From the outset, we undertook a comprehensive factual and legal analysis of the claims, including a review of Defendant's timekeeping, payroll, and policy documents, as well as interviews with Class Members. Throughout the litigation, Plaintiffs' counsel diligently advanced the case through informed, substantive negotiations, enabling both sides to fully evaluate the strengths and weaknesses of their respective positions and ultimately reach a fair and reasonable resolution.

10. Through a contested but productive mediation, Plaintiff and Defendant Gordon Painting Co., Inc. ("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 a Class Notice which is attached as Exhibit "A" to the accompanying Declaration of Mehrdad Bokhour.

11. 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 $360,000 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 take action, except for those who opt out).

12. Under the Settlement, Defendant will not oppose Plaintiff's requests for: (1) attorneys' fees of up to $120,000 (one-third of the Gross Settlement Amount); (2) litigation costs of up to

$25,000; (3) settlement administration costs of up to $7,000; (4) a Class Representative Service Award of up to $10,000; and (5) a $20,000 allocation to settle the PAGA claims, of which $13,000 (65%) will be paid to the California Labor and Workforce Development Agency ("LWDA") and $7,000 (35%) will be distributed to PAGA Members.. (Settlement Agreement ¶¶ 3.2 *et seq*.):

13. Based on Defendant's records, Settlement Class Members worked approximately 10,689 Workweeks during the Class Period. After Court-approved deductions from the Gross Settlement Amount, the Net Settlement Amount will be distributed pro rata based on each Participating Class Member's Workweeks. Based on these figures, the estimated average Individual Class Payment is approximately $1,150, with the highest estimated Individual Class Payment exceeding $4,000, depending on the number of Workweeks worked during the Class Period.

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 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. The proposed Settlement is fair, reasonable, and adequate and is the product of informed, arm's-length negotiations conducted with the assistance of experienced mediator Brandon McKelvey, Esq., following Plaintiff's investigation and analysis of Defendant's payroll, timekeeping, and employment records. Accordingly, Plaintiff respectfully requests that the Court: (1) preliminarily approve the Settlement; (2) conditionally certify the Settlement Class for settlement purposes only pursuant to Code of Civil Procedure section 382; (3) approve the proposed Notice and method of dissemination; (4) appoint Plaintiff Jorge Valencia as Class Representative and Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel for settlement purposes only; (5) appoint ILYM Group, Inc. as the Settlement Administrator; and (6) schedule a Final Approval Hearing.

16. Prior to mediation, Plaintiff conducted a thorough investigation and obtained substantial informal discovery, including Plaintiff's personnel, payroll, and time records; representative payroll and timekeeping records for approximately 21.3% of the proposed class;

relevant employment policies; and information regarding the size of the proposed class, total workweeks, and PAGA pay periods. Plaintiff also retained Berger Consulting Group to analyze Defendant's payroll and timekeeping data and evaluate the potential damages associated with Plaintiff's claims, including unpaid reporting time and overtime wages, meal and rest period premiums, waiting time penalties, wage statement penalties, unreimbursed business expenses, and PAGA penalties. Based on this investigation, Plaintiff and Class Counsel thoroughly evaluated the strengths and weaknesses of the Action, Defendant's anticipated defenses, and the risks of continued litigation before participating in settlement negotiations.

17. On November 14, 2025, the Parties participated in a full-day mediation before experienced wage-and-hour mediator Brandon McKelvey, Esq. After extensive arm's-length negotiations conducted under Mr. McKelvey's supervision, the Parties successfully negotiated the Settlement now before the Court.

18. Based on Class Counsel's independent investigation and detailed data obtained through informal discovery and information exchanges, and factoring in claim and liability certification probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution, as further detailed below.

19. As further detailed in the accompanying Declaratin of Mehrdad Bokhour, after accounting for the substantial litigation risks, including certification, liability, damages, derivative penalties, and PAGA reductions, Plaintiff estimated a risk-adjusted value of approximately $578,586. The $360,000 Gross Settlement Amount therefore represents approximately 62% of the estimated risk-adjusted value of the Action and provides immediate, meaningful relief while avoiding the delay, expense, and uncertainty of continued litigation. Under these circumstances, the Settlement falls well within the range of reasonableness and merits preliminary approval.

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. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiff and

their 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. 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.

22. Based on our experience in other cases, including wage and hour matters, I believe my office, along with The Bokhour Law Group, P.C., are 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.

23. 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.

24. 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.

25. It is my 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 falls within the range typically awarded in class actions. Our firm's Costs will not exceed $20,000 and will be based on the actual amount incurred at the time of final approval.

26. Subject to the Court's approval, the parties stipulated that ILYM Group, Inc. serve as the Settlement Administrator. ILYM is experienced in administering class action settlements and will not exceed $7,000 in administrative costs for this class action Settlement.

27. 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 the Falakassa Law, P.C.

28. 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, and to preliminarily approve the notice plan and set a final approval hearing. Plaintiff will seek final approval of attorneys' fees, costs, and service award at the final approval stage.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 24th day of July 2026, in Los Angeles, California.

By: Joshua S. Falakassa

Joshua Falakassa