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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JUAN PENA, on behalf of himself and all others similarly situated, Plaintiff, v. HINTON TRANSPORTATION INVESTMENTS, INC., a Michigan Corporation; and DOES 1-50, inclusive. Defendants.	CASE NO.: 24STCV29266 *Assigned to the Hon. Samantha P. Jessner* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** <u>Hearing</u>: Date: June 2, 2026 Time: 10:00 a.m. Dept.: 7

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 Mehrdad Bokhour of The Bokhour Law Group, P.C., as attorney of record for Plaintiff Juan Pena and the Settlement Class. 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 of my own personal knowledge.

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

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, ("Boalt Hall") 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 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.

7. 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.

8. After conducting a thorough evaluation of the facts, the applicable law, and the risks and uncertainties inherent in continued litigation, I have formed the firm belief that the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class.

9. In my professional judgment, the recovery provided to each Settlement Class Member falls well within the range of reasonableness for cases of this nature. The Settlement provides a meaningful and prompt recovery, allowing class members to obtain compensation now rather than face the significant risks, delays, and uncertainties associated with continued litigation and a potential trial. Notably, the reaction of the Settlement Class further supports approval—no Settlement Class Member has objected to the Settlement, and no one requested exclusion.

10. In sum, all relevant factors support final approval of the Settlement. The parties negotiated at arm's length under the supervision of an experienced and well-respected mediator. Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover, Class Counsel, experienced class action litigators, strongly believe that this Settlement provides an excellent result for the Settlement Class. Lastly, the fact that no objections were filed requesting denial of final =approval, and no one requested exclusion from the Settlement weighs strongly in favor of approving the Settlement. For these reasons, this Court should conclude that under the circumstances of this case, the proposed Settlement is fair, adequate, and well within the range of reasonableness.

11. My firm has the experience, resources, and means necessary to allow us to provide adequate representation to all Settlement Class Members in this Action.

12. Class Counsel's application for an award of Attorneys' Fees in an amount of approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable and fair. The requested fee falls at the lower end of the Ninth Circuit's historical benchmark for attorneys' fees, 20% to 40% of a common fund. It is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

13. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous costs inherent in class-action litigation and a long battle with the corporate Defendant. That prospect has become a reality in trial courts and the Court of Appeal in other wage-and-hour class actions. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of $$116,666.66.

14. Class Counsel collectively devoted approximately 115.5 hours to the prosecution of this matter. My co-counsel, Mehrdad Bokhour billed at an hourly rate of $750, and expended approximately 65 hours. My hourly rate is $725, and I expended approximately 50.5 hours on this case. These efforts yield a combined lodestar of $85,362.50, as reflected in the accompanying table and Class Counsel's declaration.

15. The hourly rates are well within the range customarily charged by attorneys of comparable skill, experience, and reputation in similar matters. The requested fee represents a modest multiplier of 1.36 applied to the lodestar—comfortably within the range routinely approved by courts—and is justified by the results achieved, the risks undertaken, and the efficiency with which this matter was litigated.

16. The ultimate result was far from certain. When this case was taken on a contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

17. It has been my experience that the benchmark for an attorney fee award in

California state cases is one-third of a common fund. Here, counsel is requesting 33.33% of the Settlement Amount.

18. The fee is warranted because of the results achieved for the Settlement Class Members, both in terms of the immediate cash settlement and the fact that the Settlement Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

19. The proposed Settlement was the product of arm's length negotiations, including a full day mediation conducted before experienced class action mediator Todd Smith, Esq.

20. Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

21. As the Settlement Agreement reveals, there is no preferential treatment for any segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed-upon and proposed Attorneys' Fees, which are well within the range of reasonableness for matters of this nature.

22. As set forth at the time of preliminary approval, Class Counsels' investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping and pay data, policies and procedures, and evidence relating to the class size and the commonality of the claims. During this process, Plaintiff and Class Counsel investigated the potential claims of similarly situated employees and researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant as to the total Settlement Class Members, the number of current and former employees, and the number of employees who worked during various time periods and prepared comprehensive damages calculations regarding the wage and hour claims at issue.

23. In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the total Settlement amount

is, of course, a compromise figure, the potential risks and opportunities for both parties were weighed, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in claim certification and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant denies that any damages should be assessed and denies all of the value assessed by Plaintiff.

24. 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.

25. 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.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 5th day of May 2026, at Los Angeles, California.

Joshua S. Falakassa

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