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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ZABIHULLAH AZAMY, on behalf of himself and all others similarly situated, Plaintiff, v. CELESTICA, LLC, a Georgia Limited Liability Company; and DOES 1-50, inclusive. Defendants.	CASE NO.: 24CV059992 *Assigned to the Hon. Somnath Raj Chatterjee* **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: 2:30 p.m. Dept.: 21

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 Zabihullah Azamy 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 for the Northern, Central, and Eastern Districts of California, and have litigated class action and Private Attorneys 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 ("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., where I aided employers in defending wage-and-hour class action lawsuits filed under California and federal law.

5. 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.

6. 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 whom have involved 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 seeking denial of final approval and no one requested exclusion from the Settlement weighs strongly in favor of approving the Settlement.

11. 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.

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

13. 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.

14. 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 $733,333.33 and costs incurred in the amount of $22,624.45.

15. I and my co-counsel have collectively devoted approximately 341 hours to the investigation, prosecution, and resolution of this matter. This time reflects substantial work performed at all stages of the case, including factual investigation, legal and factual research, investigation, outreach, drafting pleadings, engaging in informal discovery, evaluating claims and defenses, and participating in mediation and further settlement efforts.

16. My hourly rate in this matter is $725, which is consistent with, and in many instances below, the rates charged by attorneys of comparable skill, experience, and reputation in complex employment and class action litigation. I worked approximately 166.5 hours on this case since its inception. My co-counsel, Mehrdad Bokhour, expended approximately 174.5 hours litigating this case at an hourly rate of $750, which is likewise well within the prevailing market range for attorneys of similar experience.

17. Based on the foregoing, the combined lodestar for Class Counsel is $251,587.50, as reflected in the accompanying summary and supporting declaration. In my experience, the hours expended were reasonable and necessary to achieve the results obtained, particularly in light of the risks inherent in contingent litigation, the complexity of the legal and factual issues

presented, and the absence of any guarantee of recovery. The requested attorneys' fees represent a 2.91 multiplier applied to the lodestar. In my professional judgment, this multiplier is fair and appropriate, and well within the range routinely approved by California courts in similar cases, particularly where counsel has assumed significant risk, achieved a favorable result, and litigated the matter efficiently.

18. The ultimate result was far from certain. When this case was taken on a contingency fee basis, both firms 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.

19. 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, Class Counsel requests 33.33% of the Settlement Amount.

20. 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.

21. I am informed and believe, and thereon state, that Plaintiff and the Settlement Class Members are all individuals who are or were employed by Defendant as non-exempt hourly employees in California during the period from January 12, 2020, through December 31, 2025. The primary claims asserted in this action—each of which Defendant vigorously disputes—arise from Defendant's timekeeping and payroll practices, which Plaintiff contends resulted in the failure to pay all wages owed. In addition to these core claims, Plaintiff has alleged violations including, but not limited to, failure to pay minimum and overtime wages, failure to provide legally compliant meal and rest periods, failure to provide accurate wage statements, failure to timely pay all wages upon separation, and related penalties under the California Labor Code, including those recoverable under the Private Attorneys General Act ("PAGA").

22. The proposed Settlement was reached only after extensive, arm's-length negotiations between experienced counsel. These negotiations included a full-day mediation, followed by an additional half-day session, conducted before the highly respected and

experienced class action mediator Lynn Frank, Esq. The involvement of an experienced neutral mediator ensured that the negotiations were thorough, informed, and free from any collusion, and ultimately facilitated a meaningful exchange of information and positions that led to the resolution reflected in the Settlement.

23. I, together with my co-counsel, conducted a diligent and comprehensive investigation of the claims at issue in this litigation. In evaluating the propriety of the Settlement, I carefully considered the strengths and weaknesses of the case, the disputed factual and legal issues, the risks, and uncertainties inherent in continued litigation, and the potential delays associated with class certification, trial, and possible appeals. After weighing these considerations against the immediate and tangible benefits provided by the Settlement, I concluded that the Settlement is fair, reasonable, and in the best interests of the Settlement Class.

24. Based on my review of the Settlement Agreement, I confirm that the Settlement does not provide preferential treatment to any segment of the Settlement Class. Rather, the allocation methodology is structured to ensure that all participating Settlement Class Members are compensated in a fair and proportional manner based on objective criteria. Additionally, as required by California Rules of Court, Rule 3.769(b), the parties have fully disclosed the agreed-upon attorneys' fees, which, in my experience, fall well within the range of reasonableness for complex wage and hour class actions of this nature.

25. In reaching this resolution, I engaged in substantial investigation and analysis of the facts and merits of the claims. This work included reviewing and analyzing significant amounts of documentation, including timekeeping and payroll data, policies and procedures, internal communications, and other relevant evidence. We also evaluated the size and composition of the proposed class and assessed the extent to which common issues predominated.

26. In addition, I investigated the claims of similarly situated employees and carefully analyzed Defendant's anticipated defenses. Using the data produced by Defendants, including information regarding the number of class members, their employment periods, and work patterns, Class Counsel developed detailed and comprehensive damages models to assess potential exposure and inform settlement negotiations.

27. In light of the inherent uncertainties of complex and protracted litigation, I believe that this negotiated Settlement represents the best practicable outcome for the Settlement Class. While the Settlement amount reflects a compromise, it was reached after careful consideration of the relative risks and potential rewards for both sides. I evaluated issues related to class certification, liability, and damages, and incorporated these considerations into detailed damages models used during mediation. These analyses supported a realistic assessment of potential recovery, which informed the ultimate resolution. Defendants continue to deny all liability and dispute that any damages are owed, further underscoring the risks that Plaintiff and the Class would face in continuing to litigate this matter.

28. I am further informed that Defendants vigorously contested both liability and damages throughout the litigation, raising numerous defenses that, if successful, could have significantly reduced or eliminated any recovery for the Settlement Class. These disputes are described in greater detail in Plaintiff's Motion for Preliminary Approval of Class Action Settlement and were a central factor in the parties' decision to resolve the matter on a negotiated basis.

29. For all of the foregoing reasons, I respectfully submit that the Settlement is fair, reasonable, and adequate, and that it serves the best interests of the Settlement Class. Accordingly, I believe that final approval of the Settlement and entry of judgment are appropriate.

30. 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 6th day of May 2026, at Los Angeles, California.

Joshua S. Falakassa

Joshua Falakassa