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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

SHAROLIN SARKIS and ANA CABRERA, on behalf of themselves and all others similarly situated, Plaintiffs, v. MILTENYI BIOTEC, INC., a California Corporation; and DOES 1-50, inclusive. Defendants.	CASE NO.: 24CV430462 *Assigned to the Hon. Theodore C. Zayner* **DECLARATION OF JOSHUA FALAKASSA IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing: Date: July 29, 2026 Time: 2:30 p.m. Dept.: 19 Complaint Filed: February 5, 2024 FAC Filed: December 12, 2024

<u>**DECLARATION OF JOSHUA FALAKASSA**</u>

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 Plaintiffs Sharolin Sarkis and Ana Cabrera 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 Plaintiffs' 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. I am a member in good standing of the California Bar and have devoted my practice to representing employees in complex wage-and-hour class and representative actions. Based on my experience, as well as that of my co-counsel, we are well-qualified and fully prepared to litigate this matter through trial and appeal if necessary. However, after a thorough evaluation of the facts, applicable law, and the risks inherent in continued litigation, I strongly and unequivocally believe that the proposed Settlement is in the best interests of the Settlement Class.

9. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy for their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiffs were prepared to litigate the claims in this action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein.

10. In the opinion of Class Counsel, the recovery for each Settlement Class Member is well within the acceptable range for this type of action. This Settlement is also favorable, as the Settlement Class will promptly receive compensation rather than face the uncertainties inherent in further litigation and the years-long wait for this action to be tried. It is also telling that the Settlement Class has overwhelmingly supported the Settlement on the terms set forth in the Settlement Agreement. No Settlement Class Member has objected to the class-wide Settlement obtained in this matter, and only one Settlement Class Member requested exclusion, and no objections were submitted. Based on all considerations, this Settlement is highly

favorable and is in the best interests of the Settlement Class.

11. 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 extensively investigated, discovered, and analyzed class claims. 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 that only one individual 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.

12. I respectfully submit that Class Counsel's request for an award of attorneys' fees in the amount of $700,000, representing approximately 33.33% of the common settlement fund, is fair, reasonable, and fully justified under the circumstances of this case. The requested fee falls squarely within—and indeed at the lower end of—the range of contingency fee awards routinely approved by federal courts in common fund class actions. Courts within the Ninth Circuit have consistently recognized that fee awards ranging from 20% to 40% of a common fund are appropriate depending upon the results achieved, the risks undertaken, the complexity of the litigation, and the quality of counsel's representation. Here, the requested fee fairly compensates Class Counsel for assuming substantial financial risk and devoting significant time and resources to prosecuting this matter on a wholly contingent basis, while achieving an excellent recovery for the Settlement Class.

13. From the outset of this litigation, there was never any guarantee that Class Counsel would recover any fees whatsoever. My firm and co-counsel undertook representation of the Settlement Class on a purely contingent basis, advancing all attorney time and litigation costs with no assurance of reimbursement. Had we not achieved a favorable result, we would have recovered nothing despite the substantial investment of attorney time, litigation expenses, and firm resources. This case presented significant legal and factual challenges, including vigorously contested liability issues, class certification risks, complex wage-and-hour questions, extensive

discovery obligations, and the prospect of prolonged litigation against a well-funded corporate defendant represented by experienced defense counsel. At every stage of the litigation, there existed a meaningful possibility that the class could recover little or nothing, while Class Counsel would absorb the entirety of the financial loss.

14. In addition to the significant litigation risks, this action required a considerable commitment of professional time and resources. Class Counsel devoted hundreds of attorney hours to investigating the claims, analyzing extensive employment and payroll records, researching complex legal issues, drafting pleadings, engaging in written discovery, reviewing and producing documents, preparing for depositions and mediation, negotiating the settlement, and preparing the extensive settlement approval papers now before the Court. Throughout the litigation, Class Counsel remained committed to obtaining the best possible outcome for the Settlement Class while bearing the full financial burden of prosecuting the case.

15. As of final approval, Class Counsel collectively devoted approximately 340 attorney hours to this litigation. My co-counsel, Mehrdad Bokhour, devoted approximately 174.5 hours to this matter at his customary hourly rate of $750 per hour. I personally devoted approximately 165.5 hours to this litigation at my customary hourly rate of $725 per hour. The combined lodestar for Class Counsel is therefore $250,862.50. Based on the requested attorneys' fee award of $700,000, the resulting multiplier is approximately 2.8.

16. In my opinion, the requested multiplier is entirely reasonable and appropriate under the circumstances. Courts routinely approve multipliers in excess of 2.8 in contingent class actions where counsel assumes significant litigation risk, advances costs, delays compensation for years, and achieves an excellent result for the class. The multiplier here appropriately recognizes not only the substantial risks assumed by Class Counsel, but also the favorable outcome obtained for the Settlement Class, the quality of the representation provided, the complexity of the litigation, and the contingent nature of the representation.

17. I am also familiar with the prevailing market rates charged by attorneys practicing complex employment and class action litigation in California. Based on my experience, my hourly rate of $725 and Mr. Bokhour's hourly rate of $750 are reasonable and consistent with rates

charged by attorneys possessing similar skill, experience, and expertise in prosecuting complex wage-and-hour class actions. Considering the substantial risks undertaken, the excellent recovery achieved, the favorable multiplier, and the significant benefit conferred upon the Settlement Class, I respectfully believe the requested attorneys' fee award of $700,000, together with reimbursement of litigation costs in the amount of $33,829.01, is fair, reasonable, and should be approved by the Court.

18. 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.

19. It has been my experience that the benchmark for an attorney's 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. Plaintiffs and the Settlement Class consist of individuals who are or were employed by Defendant as non-exempt hourly employees in California during the period from February 5, 2020 through August 12, 2025. The core claims in this case, which Defendant denies, concern Defendant’s alleged wage-and-hour practices, including timekeeping and pay practices that Plaintiffs contend resulted in Class Members not receiving all wages owed for all time worked. Plaintiffs also alleged related claims for failure to pay all wages, non-compliant meal and rest periods, wage statement violations, waiting time penalties, unfair business practices, and penalties under the Private Attorneys General Act. Although Defendant denies liability and denies that any damages or penalties are owed, these claims presented substantial potential exposure if Plaintiffs prevailed.

22. The proposed Settlement was reached only after extensive arm’s-length negotiations between experienced counsel. The parties participated in two full-day mediations

before highly experienced class action mediators, Tripper Ortman, Esq. and Eve Wagner, Esq. The fact that the Settlement was reached through two separate formal mediations, with the assistance of neutral mediators familiar with complex employment class actions, strongly supports my belief that the Settlement is the result of informed, non-collusive, and hard-fought negotiations.

23. Before agreeing to the Settlement, Plaintiffs and Class Counsel conducted a diligent investigation into the factual and legal issues in the case. We evaluated the strengths and weaknesses of the claims, Defendant's defenses, the risks of continued litigation, the risks associated with class certification, the risks of establishing liability and damages on a class-wide basis, and the delay and expense that would result from continued litigation through contested certification proceedings, dispositive motions, trial, and potential appeal. After considering all of those factors, I believe the Settlement represents a fair, reasonable, and beneficial resolution for the Settlement Class.

24. In my opinion, the Settlement treats Settlement Class Members fairly and does not provide preferential treatment to any segment of the class. The allocation methodology is designed to compensate Settlement Class Members in a fair and proportional manner based on objective data. No group of Class Members receives an improper advantage over another. The proposed attorneys' fees and costs have also been fully disclosed pursuant to California Rules of Court, rule 3.769(b), and I believe they are reasonable and well within the range commonly approved in wage-and-hour class action settlements of this nature.

25. As set forth in connection with preliminary approval, Class Counsel's investigation was substantial. We reviewed and analyzed information and documents relating to Defendant's wage-and-hour policies and practices, timekeeping practices, payroll practices, meal and rest period practices, wage statements, employee classifications, class size, and the commonality of the alleged violations. We also reviewed and evaluated timekeeping and payroll data, correspondence, policy documents, and other information produced or exchanged during the litigation. Through that process, we investigated the claims of similarly situated employees, assessed the evidence supporting Plaintiffs' theories, and carefully analyzed Defendant's

defenses.

26. Class Counsel also evaluated information concerning the total number of Settlement Class Members, the number of current and former employees, the relevant employment periods, the number of workweeks at issue, and the potential value of the claims. We prepared damages models based on the available data and analyzed potential exposure under multiple scenarios. Those models accounted for the alleged wage-and-hour violations, potential derivative penalties, PAGA exposure, certification risks, liability risks, evidentiary issues, and the likelihood that Defendant would continue to strongly contest both liability and damages.

27. In light of the uncertainty, expense, and delay of continued litigation, I believe the negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the Settlement necessarily represents a compromise, it was reached only after the parties had sufficient information to evaluate the claims and defenses in a meaningful way. Based on the discovery and information exchanges, the damages analysis performed by Class Counsel, the risks of class certification and trial, and the possibility of appeals or other post-judgment proceedings, I believe the Settlement provides meaningful and timely relief to the Settlement Class.

28. Defendant strongly disputed the merits of the case and the damages analysis on several grounds, as more fully discussed in Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Defendant denied that its policies or practices violated California law, denied that any class-wide violation occurred, denied that class certification would be appropriate, denied that Plaintiffs or the Settlement Class suffered recoverable damages, and denied that any PAGA penalties should be awarded. These disputes created real litigation risk and further support approval of the Settlement as a fair, reasonable, and prudent compromise.

29. 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.

30. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs 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 Falakassa Law, P.C.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 25th day of June 2026, at Los Angeles, California.

Joshua S. Falakassa

Joshua Falakassa