

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq. (CA Bar No. 285256)

mehrdad@bokhourlaw.com

1901 Avenue of the Stars, Suite 520

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, Esq. (CA Bar No. 295045)

josh@falakassalaw.com

1901 Avenue of the Stars, Suite 520

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiffs and the Putative Class

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
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: January 28, 2026

Time: 1:30 p.m.

Dept.: 19

Complaint Filed: February 5, 2024

FAC Filed: December 12, 2024

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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 Plaintiffs Sharolin Sarkis and Ana Cabrera (“Plaintiffs”) and the Putative Class along with the Bokhour Law Group, P.C. 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 Preliminary 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 Districts. I 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 completed courses in Labor Law, Employment Discrimination, and Labor/Employment arbitration. 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 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 40 class action wage/hour and PAGA cases. Over the last few years, my practice has almost entirely consisted of representing employees, the majority

1 of which has included class action and representative action wage and hour matters. In total, I have
2 handled upwards of 90 class action and representative action wage/hour cases.

3 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the
4 years 2017 through 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
5 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50 wage
6 and hour class and/or PAGA action settlements in California in 2021-2024.

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

9 9. Currently, my firm is acting as counsel in at least thirty wage-and-hour class actions.

10 10. Through a contested but productive mediation, Plaintiffs and Defendant Miltenyi
11 Biotec, Inc. (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA
12 Settlement Agreement resolving the wage and hour claims of the Class (“Agreement”), which is
13 attached to the accompanying Declaration of Mehrdad Bokhour as Exhibit “A.”

14 11. The Settlement Agreement seeks to fully release and discharge it from the claims
15 brought against it in this matter in exchange for Defendant’s agreement to pay \$2,100,000 on a non-
16 reversionary, non-claim-made basis (each Class Member will receive his/her share of the Net
17 Settlement Amount without having to submit a claim form or taking action, except for those who opt
18 out).

19 12. Under the terms of the Settlement Agreement, Defendant will not oppose Class
20 Counsel’s application for a reasonable award of attorney’s fees not to exceed one-third of the
21 Settlement Amount, Class Counsel’s litigation costs not to exceed \$40,000, Settlement
22 Administration Fees not to exceed \$6,000, PAGA penalties of \$100,000 (of which \$75,000 or 75%
23 will be paid to the LWDA and the remaining \$25,000 or 25% will be paid to the Aggrieved
24 Employees), and an Incentive Award not to exceed \$10,000 to each named Plaintiff.

25 13. During my investigation of this Action and throughout the litigation, Defendant
26 consistently denied Plaintiffs’ allegations, retained experienced defense counsel, and made clear
27 that it intended to vigorously defend the case. Defendant disputed liability, challenged the propriety
28 of class treatment, and asserted numerous factual and legal defenses. Despite these disputes, the
Parties agreed to explore resolution through private mediation while continuing to litigate the

1 matter.

2 14. In preparation for the two mediations conducted in this case—and in anticipation of
3 class certification—I engaged in extensive formal and informal discovery. The Parties exchanged
4 substantial written discovery, including interrogatories, requests for production of documents, and
5 requests for admission. In response, Defendant produced voluminous documents, including written
6 policies and procedures, employee handbooks, compensation and reimbursement policies, payroll
7 data, and timekeeping records. These productions included a statistically significant sampling of
8 payroll and timekeeping records covering thousands of shifts worked by putative class members
9 during the relevant period.

10 15. I personally reviewed and analyzed this discovery, including the payroll and
11 timekeeping data, and worked with retained experts to evaluate potential liability, calculate
12 damages, assess violation rates, and extrapolate those findings across the proposed Settlement
13 Class. This analysis was critical to assessing the strengths and weaknesses of the claims,
14 Defendant’s asserted defenses, and the risks associated with class certification and trial.

15 16. Discovery also included multiple depositions. I prepared for and aided in the
16 preparation of the named Plaintiffs and Defendant’s persons most knowledgeable depositions.
17 These depositions addressed, among other topics, Defendant’s timekeeping systems, payroll
18 practices, break policies, expense reimbursement practices, supervision of employees, and
19 Defendant’s defenses to the claims asserted. The testimony obtained during these depositions
20 materially informed my assessment of certification issues, liability exposure, and litigation risk.

21 17. In addition, I aided in the drafting and implementation a *Belaire-West* notice and
22 opt-out process to obtain contact information for putative class members. Through that process, I
23 obtained contact information and personally spoke with multiple current and former employees.
24 These interviews provided critical, first-hand information regarding Defendant’s actual day-to-day
25 practices, including how time was recorded, whether breaks were taken or interrupted, whether
26 work was performed off the clock, and whether employees incurred unreimbursed business
27 expenses. This information was essential to preparing the case for class certification, evaluating
28 commonality and predominance issues, and assessing the credibility of Defendant’s asserted

1 defenses.

2 18. Settlement was not reached quickly. The Parties participated in two separate
3 mediations before experienced wage-and-hour mediators. The first mediation did not result in a
4 resolution, as the Parties remained far apart on issues of liability, class certification risk, and
5 damages. Following that mediation, I continued litigating the case, engaged in additional discovery
6 and analysis, conducted further employee interviews, and reassessed the risks and potential
7 outcomes. Only after this additional work and continued arm's-length negotiations did the Parties
8 participate in a second mediation, which ultimately resulted in the settlement now before the Court.

9 19. At all times, I was prepared to proceed with filing a motion for class certification,
10 continue discovery, oppose dispositive motions, and take this case through trial and potential appeal
11 if necessary. Based on the extensive discovery conducted, the deposition testimony obtained, the
12 Belaire-West process and employee interviews, the data analysis performed, and the experience
13 gained through two mediations, I am well-informed about the strengths and weaknesses of the
14 claims and defenses in this Action.

15 20. Based on my investigation, experience, and evaluation of the evidence, I believe that
16 the settlement was reached after informed, arm's-length negotiations and represents a fair,
17 reasonable, and adequate resolution of this Action. In light of the risks of continued litigation—
18 including the risk of non-certification, adverse merits rulings, delay, and uncertainty—I believe the
19 settlement is in the best interests of the Settlement Class Members and Aggrieved Employees.

20 21. On November 19, 2024, the Parties participated in a first mediation with mediator
21 Tripper Ortman, Esq., and on May 29, 2025, the Parties participated in a second mediation before
22 Eve Wagner, Esq. Mr. Ortman and Ms. Wagner are both highly experienced wage and hour class
23 action mediators. After two full days of mediation and the issuance of a mediator's proposal by Ms.
24 Wagner, the Parties reached a settlement.

25 22. As further detailed in the accompany Declaration of Mehrdad Bokhour, given the
26 realistic value of Plaintiffs' claims, the \$2,100,000 Settlement Amount is an excellent result for the
27 Class, considering that the Settlement Amount totals approximately 79% of Plaintiffs' risk-adjusted
28 value of the case. Preliminary approval is appropriate since the Settlement will provide significant

1 monetary relief to the Class.

2 23. The Settlement was the product of extensive arm's length negotiations between
3 counsel and was facilitated by experienced wage-and-hour class action mediators. Though cordial
4 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
5 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
6 Plaintiffs and Class Counsel believed that there was a possibility of certifying the claims, they
7 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
8 decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or
9 on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any
10 of its defenses, the Class Members may not have received any substantial monetary recovery.

11 24. The Settlement will result in a fair payment to each Settlement Class Member based
12 on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiffs
13 and counsel have diligently investigated the claims and defenses on behalf of the Class Members and
14 worked to resolve the claims to maximize the recovery by avoiding further expenditure of attorneys'
15 fees and costs. After evaluating the significant risks attendant with further litigation described above
16 and weighing them against the benefits of a known compromise and settlement as set forth in the
17 Settlement Agreement, a settlement on the terms agreed to is believed to be in the best interest of
18 Plaintiffs and the Class and is a fair and reasonable resolution of the claims alleged.

19 25. Plaintiffs' counsel brought to bear a great deal of collective experience in negotiating
20 the settlement of this case. As detailed herein, Plaintiffs' counsel engaged in necessary informal
21 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
22 judgment throughout the settlement process, including significant document review (e.g., documents
23 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
24 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
25 class-wide data provided by Defendant.

26 26. Based on our experience in other cases, including wage and hour matters, my co-
27 counsel, Mehrdad Bokhour, and I are qualified to evaluate the class claims and viability of defenses
28 in this class action. In this case, the recovery for each Class Member is reasonable, fair, and adequate,

1 and a settlement at this time is in the Class's best interest. The Settlement compensates each Class
2 Member for the alleged violations when viewed in relation to the costs and risks inherent in obtaining
3 class certification and proceeding to trial.

4 27. Plaintiffs' counsel and Defendant's counsel fully endorse the terms and conditions of
5 the Settlement as set forth in the above-mentioned Settlement Agreement.

6 28. Of course, the Settlement Amount represents a compromise figure, considering the
7 various risks surrounding class certification and the merits of Defendant's asserted defenses.
8 Nevertheless, the Settlement provides fair and adequate payments to the Class Members, with no
9 reversion to Defendant.

10 29. Plaintiffs seek a Service Award not exceeding \$10,000 each, which we believe is fair
11 and warranted. Plaintiffs agreed to come forward to effectuate a policy and practice change that
12 benefitted all other Class Members and to recover unpaid wages and penalties. Plaintiffs assumed
13 significant risk in bringing this litigation; namely, had they lost, they would have been ordered to pay
14 Defendant's costs.

15 30. Plaintiffs provided invaluable assistance to the investigation and prosecution of this
16 case, including providing factual background for the class and PAGA Complaint and FAC; reviewing
17 the litigation documents; providing information and documentation about Defendant's policies and
18 practices; participating in phone calls to discuss litigation and settlement strategy; responding to
19 written discovery and sitting for deposition; and reviewing the settlement documents. Plaintiffs
20 agreed to participate in this case with no guarantee of personal benefit. Plaintiff's comprehensive
21 declarations setting forth all of the reasons why they each believe that the Service Award should be
22 approved has been filed herewith.

23 31. As set forth above, I have handled upwards of 90 class and representative actions,
24 have been appointed as class counsel and have successfully litigated and resolved several class
25 actions, and many others remain pending.

26 32. When I undertook representation of Plaintiff(s) and the putative class in this Action,
27 I did so entirely on a contingency-fee basis. My firm agreed to advance all litigation costs and
28 expenses and to bear the full financial risk of non-recovery. At the outset of the case, the outcome

1 was highly uncertain. Defendant vigorously contested liability, raised substantial defenses to class
2 certification and the merits, and made clear its intent to litigate the case aggressively through motion
3 practice, trial, and potential appeal.

4 33. Throughout the litigation, my firm advanced and paid all costs necessary to
5 prosecute this Action. These costs included, but were not limited to, filing fees, court costs, service
6 expenses, legal research and database fees, mediation fees for two separate private mediations,
7 expert and consulting costs related to data analysis and damages modeling, and expenses associated
8 with discovery, depositions, and the *Belaire-West* notice process. At no point was there any
9 guarantee that these substantial expenditures would be recovered. Had the case been unsuccessful,
10 my firm would have absorbed these losses entirely.

11 34. It is also my experience, based on extensive practice in complex wage-and-hour and
12 class action litigation throughout California, that attorneys' fee awards of one-third (1/3) of a
13 common fund are routinely approved and are considered the benchmark in California state and
14 federal courts. The requested fee here falls squarely within that accepted range and is consistent
15 with awards approved in comparable cases involving similar risk, complexity, and results.

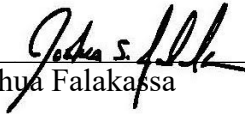
16 35. Following the Court's preliminary approval of the Settlement Agreement and
17 dissemination of the Notice Packet, Plaintiffs' counsel will submit a formal motion seeking
18 approval of attorneys' fees and reimbursement of costs incurred. The requested fee will be
19 supported by evidence of the work performed, the risks assumed, the results achieved for the
20 Settlement Class and Aggrieved Employees, and, if required by the Court, a lodestar cross-check.
21 Defendant has agreed not to oppose Plaintiffs' counsel's request for attorneys' fees and costs,
22 further confirming that the fee request is reasonable under the circumstances.

23 36. Given the contingent nature of the representation, the significant financial risk
24 assumed, the substantial costs advanced, the complexity and duration of the litigation, and the
25 favorable result achieved for the Settlement Class, I believe the requested attorneys' fees and costs
26 are fair, reasonable, and fully justified.

27 37. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
28 approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as

1 preliminarily approve the requested attorneys' fees and costs, and Service Awards to the Class
2 Representatives.

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

5
6 By: _____
Joshua Falakassa