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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

SEPIDEH MEHRAD HOSSEINI, on behalf of herself and all others similarly situated,

Plaintiff,

v.

HEARTLAND DENTAL, LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV020489

Assigned to the Hon. Jill H. Talley

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

HEARING INFORMATION

Date: April 10, 2026
Time: 9:00 a.m.
Dept.: 23

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. Along with The Bokhour Law Group, P.C., for Plaintiff Sepideh Mehrad Hosseini ("Plaintiff") and the Putative Class. 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 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 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 through 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. My firm has the experience, resources, and means necessary to allow us to provide adequate representation to all Settlement Class Members in this Action.

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

10. Following arm’s-length negotiations conducted in the context of a contested but productive mediation, Plaintiff and Defendant Heartland Dental, LLC (“Defendant”) (collectively, the “Parties”) reached a comprehensive Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “Settlement”), along with a proposed Class Notice, resolving the wage and hour claims asserted on behalf of the Settlement Class.

11. The Settlement provides for a full release of the claims asserted in this action in exchange for Defendant’s agreement to pay a non-reversionary gross settlement amount of $392,265. The Settlement is structured on a non-claims-made basis, meaning that all Settlement Class Members who do not opt out will automatically receive their share of the Net Settlement Amount without the need to submit a claim form or take any affirmative action.

12. Pursuant to the Settlement Agreement, Defendant agrees not to oppose Class Counsel’s request for attorneys’ fees in an amount not to exceed $130,755 (one-third of the Gross Settlement Amount), reimbursement of litigation costs not to exceed $25,000, settlement administration costs not to exceed $7,500, and PAGA penalties in the amount of $10,000, of which $6,500 (65%) will be paid to the California Labor and Workforce Development Agency and $3,500 (35%) will be distributed to PAGA Members. The Settlement also provides for a service award to Plaintiff in an amount not to exceed $10,000 in recognition of her efforts on behalf of the Class.

13. The Settlement Class consists of approximately 114 non-exempt hourly employees who worked for Defendant in California during the Class Period. Plaintiff alleges that, regardless of job title, these employees were subject to uniform wage-and-hour policies and practices. Based on Defendant’s records, Settlement Class Members collectively worked approximately 8,717 workweeks during the Class Period. After Court-approved deductions, the Net Settlement Amount

will be distributed on a pro rata basis based on each Participating Class Member's number of workweeks. Based on current estimates, the average Individual Class Payment is approximately $1,750 to $1,950, with a maximum estimated payment of approximately $5,900 to $6,000 for those who worked throughout the entire Class Period.

14. The Settlement is non-reversionary, ensuring that the entirety of the Net Settlement Amount will be distributed to participating Class Members. Additionally, because the Settlement is not claims-made, it maximizes participation and recovery. Each Settlement Class Member will receive a Court-approved Class Notice informing them of their estimated payment, their right to dispute their credited workweeks, and their right to request exclusion or object to the Settlement.

15. The Settlement is fair, reasonable, and adequate, and is the product of informed, arm's-length negotiations between experienced counsel with the assistance of a knowledgeable mediator. The Parties reached this resolution only after exchanging relevant information sufficient to evaluate the strengths and weaknesses of the claims and defenses. Accordingly, Plaintiff respectfully requests that the Court: (1) preliminarily approve the Settlement; (2) conditionally certify the Settlement Class pursuant to Code of Civil Procedure section 382 for settlement purposes only; (3) approve the proposed Class Notice and method of dissemination; (4) appoint Plaintiff Sepideh Mehrad Hosseini as Class Representative and appoint Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel for settlement purposes; (5) appoint CPT Group, Inc. as Settlement Administrator; and (6) set a Final Approval Hearing.

16. As further explained in the Declaration of Mehrdad Bokhour, the $392,265 Settlement Amount represents an excellent recovery for the Class, amounting to approximately 72% of Plaintiff's risk-adjusted valuation of the claims. Given the inherent risks of continued litigation, including risks related to class certification, liability, damages, and appeal, the Settlement provides substantial and meaningful relief to the Class and warrants preliminary approval.

17. The Settlement was reached following extensive arm's-length negotiations facilitated by an experienced wage-and-hour mediator. While professional, the negotiations were adversarial and non-collusive. Plaintiff and her counsel carefully evaluated the risks of continued litigation, including the possibility of an adverse ruling on class certification, summary judgment,

trial, or appeal. They also considered the risk that Defendant could prevail on its defenses, which could significantly limit or eliminate recovery. The Settlement reflects a reasoned compromise in light of these risks.

18. Prior to reaching the Settlement, Plaintiff's counsel conducted a thorough investigation, including informal discovery, data analysis, and evaluation of Defendant's policies and records. This included review of documents such as wage statements, time records, and personnel and policy documents, as well as analysis and extrapolation of class-wide data. This work enabled counsel to make an informed assessment of the case and negotiate from a position of strength.

19. Based on our experience litigating wage-and-hour class actions, we believe that the Settlement provides fair, reasonable, and adequate relief to the Settlement Class. The recovery obtained is significant when weighed against the risks, costs, and delays associated with continued litigation, and represents a favorable outcome for Class Members.

20. Both Plaintiff's counsel and Defendant's counsel support the Settlement and believe its terms are fair, reasonable, and appropriate under the circumstances.

21. The Settlement reflects a compromise of disputed claims, taking into account the uncertainties of litigation and Defendant's asserted defenses. Nevertheless, it provides meaningful, non-reversionary monetary relief to the Class.

22. This case was prosecuted on a contingency basis, with Plaintiff's counsel advancing all litigation costs. There was no guarantee of recovery, and had Plaintiff not prevailed, counsel would not have recouped these expenditures. This risk supports the reasonableness of the requested fee.

23. An attorneys' fee award of one-third of the common fund is consistent with prevailing standards in California class action litigation. The requested fee is reasonable in light of the result achieved, the risks undertaken, and the work performed. Litigation costs will not exceed $25,000 and reflect actual expenses incurred in prosecuting this matter.

24. 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 the Falakassa Law,

P.C.

25. 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 awards 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 19th day of March 2026, in Los Angeles, California.

By: ______________________
Joshua Falakassa