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Attorneys for Plaintiff and the Putative Class

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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

HEARING INFO

Date: August 28, 2026

Time: 9:00 a.m.

Dept.: 8A

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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 Sepideh Mehrad Hosseini and the Settlement Class.

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.

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

1 hour matters. In total, I have handled upwards of 60 class action and representative action
2 wage/hour cases.

3 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
4 the years 2017-2026, 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
6 wage and hour class and/or PAGA action settlements in California in 2021-2024.

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

12 9. In the opinion of Class Counsel, the recovery for each Settlement Class Member
13 is well within the acceptable range for this type of action. This Settlement is also favorable, as
14 the Settlement Class will promptly receive compensation rather than face the uncertainties
15 inherent in further litigation and the years-long wait for this action to be tried. It is also telling
16 that the Settlement Class has overwhelmingly supported the Settlement on the terms set forth
17 in the Settlement Agreement. No Settlement Class Member has objected to the class-wide
18 Settlement obtained in this matter, and no Settlement Class Member requested exclusion. Based
19 on all considerations, this Settlement is highly favorable and is in the best interests of the
20 Settlement Class.

21 10. In sum, all relevant factors support final approval of the Settlement. The parties
22 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
23 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,
24 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides
25 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed
26 requesting denial of final approval, and no one requested exclusion from the Settlement weighs
27 strongly in favor of approving the Settlement.

1 11. I believe Class Counsel's request for an award of attorneys' fees in the amount
2 of \$130,755, representing approximately 33.33% of the Gross Settlement Amount, is fair,
3 reasonable, and fully warranted under the circumstances of this case. The requested fee falls
4 squarely within the range of percentage awards routinely approved in California wage-and-hour
5 class actions and is consistent with the Ninth Circuit's recognized benchmark range of 20% to
6 40% of a common fund. The requested fee fairly compensates Class Counsel for undertaking
7 this complex, vigorously contested, and risky litigation on a wholly contingent basis, while
8 assuming the significant financial risks inherent in prosecuting representative employment
9 actions through settlement approval and, if necessary, trial.

10 12. From the inception of this litigation, Class Counsel undertook the representation
11 on a pure contingency fee basis, advancing all attorney time and litigation expenses with no
12 guarantee of recovering either attorneys' fees or costs. This case presented substantial legal and
13 factual challenges, including contested issues regarding liability, damages, class certification,
14 and Defendant's anticipated defenses. Had Plaintiff failed to obtain class certification, establish
15 liability, or achieve a favorable settlement or judgment, Class Counsel would have recovered
16 nothing despite the considerable investment of professional time and litigation expenses.

17 13. In addition to devoting substantial attorney resources to investigating the claims,
18 reviewing employment records, analyzing payroll and timekeeping data, researching the
19 applicable law, preparing damages analyses, engaging in discovery and settlement negotiations,
20 participating in mediation, and preparing the extensive settlement approval papers, Class
21 Counsel also advanced all litigation costs necessary to prosecute this Action.

22 14. The requested fee appropriately reflects the contingent nature of the
23 representation, the significant litigation risks assumed, the quality and efficiency of the work
24 performed, and the favorable result ultimately achieved for the Settlement Class.

25 15. Accordingly, I respectfully request that the Court award attorneys' fees in the
26 amount of \$130,755, together with reimbursement of litigation costs in the amount of
27 \$18,403.75, both of which were reasonably and necessarily incurred in prosecuting this Action.

1 16. Through the anticipated completion of settlement administration, Class Counsel
2 have incurred, and reasonably expect to incur, a combined total of approximately 137 attorney
3 hours prosecuting this Action. I have personally devoted approximately 62.5 hours to this matter
4 at my customary hourly rate of \$725, while my co-counsel Mr. Bokhour has devoted
5 approximately 74.5 hours at his customary hourly rate of \$750. These hours reflect only attorney
6 time reasonably expended in litigating and resolving this Action and do not include substantial
7 administrative or clerical work performed by support staff.

8 17. The time devoted to this matter included, among other things, conducting a
9 comprehensive factual and legal investigation into Plaintiff's claims; reviewing and analyzing
10 Defendant's employment policies, payroll records, timekeeping records, wage statements, and
11 other employment documents; researching complex California wage-and-hour law applicable
12 to the claims and anticipated defenses; evaluating class certification issues and Defendant's
13 litigation risks; preparing pleadings, legal analyses, and litigation strategy; communicating
14 extensively with Plaintiff, co-counsel, defense counsel, and the mediator throughout the
15 litigation; reviewing and analyzing representative payroll and timekeeping data; preparing
16 detailed damages models and exposure analyses to evaluate the strengths and weaknesses of the
17 claims; drafting a comprehensive mediation brief; participating in mediation and extensive post-
18 mediation settlement negotiations; negotiating and revising both the Memorandum of
19 Understanding and the long-form Settlement Agreement; preparing the Motion for Preliminary
20 Approval and supporting declarations; responding to Court inquiries and revising settlement
21 documents where necessary; coordinating with the Settlement Administrator regarding
22 implementation of the notice program; and preparing the Motion for Final Approval, Motion
23 for Attorneys' Fees, supporting declarations, and all related settlement approval documents.

24 18. The lodestar also includes time reasonably anticipated to complete the remaining
25 work necessary to fully implement the Settlement, including reviewing and responding to class
26 member inquiries, supervising the settlement administration process, communicating with the
27 Settlement Administrator regarding notice, exclusions, disputes, and final distribution
28 calculations, preparing for and attending the Final Approval Hearing, addressing any objections

1 or issues arising during the administration process, ensuring compliance with the Court's final
2 approval order, supervising the distribution of settlement funds, resolving issues involving
3 uncashed settlement checks, and completing all post-judgment matters necessary to bring this
4 Action to a successful conclusion.

5 19. In my professional opinion, the total attorney time devoted to this Action is both
6 reasonable and conservative in light of the complexity of the litigation, the representative nature
7 of the claims, the significant risks associated with prosecuting wage-and-hour class actions on
8 a contingent basis, and the substantial work required to investigate the claims, evaluate
9 Defendant's potential exposure, negotiate a favorable settlement, and successfully shepherd the
10 Settlement through the Court approval process.

11 20. Indeed, given the scope of the litigation and the favorable outcome achieved for
12 the Settlement Class, I believe Class Counsel litigated this matter efficiently and with careful
13 attention to avoiding unnecessary duplication of effort. The requested hourly rates are consistent
14 with prevailing market rates charged by attorneys of comparable skill, experience, and expertise
15 handling complex wage-and-hour class and representative actions throughout California.
16 Moreover, the resulting lodestar confirms that the requested percentage fee is fair, reasonable,
17 and well within the range routinely approved by California courts in similar common fund
18 settlements.

19 21. For these reasons, this Court should conclude that under the circumstances of
20 this case, the proposed Settlement is fair, adequate, and well within the range of reasonableness.

21 22. The foregoing task-based allocation was prepared after a careful review of my
22 litigation file, including correspondence, pleadings, attorney notes, calendar entries, emails,
23 billing records, mediation materials, settlement documents, and other contemporaneously
24 maintained case records, together with my personal knowledge of this litigation and my
25 reasonable recollection of the work performed by Class Counsel. Because this matter was
26 prosecuted on a contingent-fee basis and time was maintained using a task-based allocation
27 rather than contemporaneous billing invoices prepared for a paying client, I carefully
28 reconstructed the time devoted to each category of work by reviewing the procedural history of

the case and the work product generated throughout the litigation. Based upon that review, I am confident that the hours allocated to each litigation task reasonably and accurately reflect the professional time expended in prosecuting and resolving this Action.

Task	Mehrdad Bokhour	Joshua Falakassa
Pre-filing Investigation	7	5
PAGA Notice	2	1
Complaint	4	4
Case Management	4	4
Discovery and class certification prep	8	8
Informal Discovery for Second Mediation	10	12.5
Mediation/Settlement	12	12
Preliminary approval motion	9	5
Final approval motion	6.5	3
Estimated Future work	10	8
Total hours	74.5	62.5

23. From the outset of this litigation, the ultimate outcome was highly uncertain. Class Counsel undertook this Action on a pure contingency fee basis, agreeing to advance all attorney time and litigation expenses with no assurance whatsoever of recovering either attorneys' fees or costs. Throughout the litigation, Class Counsel assumed the full financial risk of prosecuting this representative action by advancing all necessary litigation expenses, including filing fees, court costs, legal research expenses, mediation fees, document management costs, and other case-related expenditures. Had Plaintiff failed to prevail, obtain class certification, or achieve a favorable settlement or judgment, Class Counsel would have recovered nothing despite the substantial investment of time, effort, and financial resources devoted to this Action. The contingent nature of the representation and the significant risks assumed by Class Counsel strongly support the requested fee award.

24. Based upon my experience litigating complex wage-and-hour class and representative actions throughout California, an attorneys' fee award of approximately one-third of the common fund is well within the range routinely approved by California courts in common fund settlements. Here, Class Counsel seeks an award of attorneys' fees equal to 33.33% of the Gross Settlement Amount, which is consistent with the benchmark frequently approved in

1 California wage-and-hour class actions and is reasonable in light of the complexity of the
2 litigation, the contingent risks undertaken, the quality of the work performed, and the favorable
3 result achieved for the Settlement Class.

4 25. The requested fee is further supported by the exceptional result achieved on behalf
5 of the Settlement Class. The Settlement provides meaningful monetary relief to participating
6 Class Members without requiring them to submit claim forms, and the Settlement is entirely non-
7 reversionary, ensuring that the settlement proceeds remain for the benefit of the Settlement Class
8 rather than reverting to Defendant. Equally significant, the Settlement received overwhelming
9 support from the Settlement Class, with no meaningful opposition, further confirming that the
10 relief obtained is viewed by the affected employees as fair, reasonable, and adequate. Defendant
11 likewise does not oppose the requested attorneys' fee award, further demonstrating that the
12 requested fee was negotiated separately from the class relief and does not diminish the fairness
13 of the Settlement.

14 26. 4. Throughout this litigation, Plaintiff and Class Counsel diligently investigated
15 and evaluated the claims asserted on behalf of the Settlement Class before recommending
16 settlement. That investigation included an extensive review of the relevant facts, applicable law,
17 Defendant's anticipated defenses, and the substantial risks associated with continued litigation.
18 After carefully weighing the strengths and weaknesses of the parties' respective positions, the
19 significant uncertainty inherent in class litigation, the costs and delay associated with continued
20 prosecution, and the immediate benefits secured through the proposed Settlement, I concluded
21 that the Settlement represents a fair, reasonable, and adequate resolution of this Action and is in
22 the best interests of the Settlement Class.

23 27. The Settlement was negotiated at arm's length and treats all Settlement Class
24 Members fairly and equitably. As reflected in the Settlement Agreement, there is no preferential
25 treatment afforded to any segment of the Settlement Class. Rather, the Net Settlement Amount
26 will be distributed pursuant to an objective allocation formula based upon each participating Class
27 Member's compensable workweeks during the Class Period, ensuring that settlement payments
28 are proportional to each individual's relative employment with Defendant. Consistent with

1 California Rules of Court, rule 3.769(b), the Settlement Agreement fully discloses the proposed
2 attorneys' fees, litigation costs, service award, administration expenses, and all other material
3 settlement terms. In my opinion, the requested attorneys' fees are well within the range of
4 reasonableness routinely approved in wage-and-hour class actions and do not diminish the
5 fairness of the Settlement.

6 28. As discussed in connection with Plaintiff's Motion for Preliminary Approval,
7 Class Counsel conducted a thorough factual and legal investigation before agreeing to settle this
8 Action. Among other things, we reviewed and analyzed substantial documentary evidence,
9 including employment policies and procedures, payroll records, wage statements, timekeeping
10 records, personnel information, representative class-wide data, and other relevant employment
11 records. We also investigated Defendant's compensation practices, evaluated the potential claims
12 of similarly situated employees, researched the legal issues governing each asserted cause of
13 action, and carefully analyzed Defendant's anticipated defenses.

14 29. Using the information produced by Defendant regarding the size of the proposed
15 Settlement Class, the number of current and former employees, workweeks worked during the
16 Class Period, and other relevant employment data, Class Counsel prepared detailed damages
17 analyses and evaluated Defendant's potential exposure across each category of alleged wage-and-
18 hour violations. This extensive investigation provided a sufficient factual and legal foundation to
19 intelligently evaluate the strengths and weaknesses of the claims and negotiate an informed
20 resolution.

21 30. In light of the substantial risks associated with continued litigation, the proposed
22 Settlement represents an excellent result for the Settlement Class and the best practicable recovery
23 under the circumstances. Like all class action settlements, the Gross Settlement Amount reflects
24 a negotiated compromise reached after careful consideration of the parties' respective litigation
25 risks, the uncertainty of obtaining class certification, the contested issues regarding liability and
26 damages, and the time and expense that would have been required to continue litigating this
27 Action through trial and any subsequent appeals. Prior to mediation and throughout the settlement
28 negotiations, Class Counsel developed detailed damages models based upon the available payroll

1 and timekeeping data, analyzed various liability and certification scenarios, and evaluated the
2 probabilities of success on each claim. Those analyses enabled Class Counsel to meaningfully
3 assess the value of the claims and negotiate a realistic, fair, and reasonable settlement. Although
4 Defendant continues to deny all liability, disputes Plaintiff's legal theories, and maintains that no
5 damages or penalties are owed, the Settlement reflects a reasonable compromise in light of the
6 considerable litigation risks facing both sides.

7 31. As set forth more fully in Plaintiff's Motion for Preliminary Approval and the
8 accompanying declarations, Defendant vigorously disputed liability throughout this litigation and
9 asserted numerous factual and legal defenses that created substantial uncertainty regarding the
10 ultimate outcome of the case. Those disputed issues included contested questions regarding
11 liability, damages, class certification, and the applicability of various affirmative defenses, each
12 of which presented meaningful litigation risks that were appropriately considered in evaluating
13 the Settlement.

14 32. Based upon my investigation, experience, and evaluation of the claims, I firmly
15 believe the proposed Settlement is fair, reasonable, and adequate under California law and
16 represents an excellent result for the Settlement Class. The Settlement was reached only after
17 sufficient investigation and informed, arm's-length negotiations, and it provides substantial and
18 immediate benefits to the Settlement Class while avoiding the considerable expense, delay, and
19 uncertainty associated with continued litigation. Accordingly, I respectfully request that the Court
20 grant final approval of the Settlement and enter judgment consistent with the terms of the
21 Settlement Agreement.

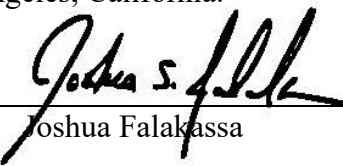
22 33. From the outset of this litigation, the ultimate outcome was highly uncertain. Class
23 Counsel undertook this Action on a pure contingency fee basis, agreeing to advance all attorney
24 time and litigation expenses with no assurance whatsoever of recovering either attorneys' fees or
25 costs. Throughout the litigation, Class Counsel assumed the full financial risk of prosecuting this
26 representative action by advancing all necessary litigation expenses, including filing fees, court
27 costs, legal research expenses, mediation fees, document management costs, and other case-
28 related expenditures. Had Plaintiff failed to prevail, obtain class certification, or achieve a

1 favorable settlement or judgment, Class Counsel would have recovered nothing despite the
2 substantial investment of time, effort, and financial resources devoted to this Action. The
3 contingent nature of the representation and the significant risks assumed by Class Counsel
4 strongly support the requested fee award.

5 34. Based upon my investigation, experience, and evaluation of the claims, I firmly
6 believe the proposed Settlement is fair, reasonable, and adequate under California law and
7 represents an excellent result for the Settlement Class. The Settlement was reached only after
8 sufficient investigation and informed, arm's-length negotiations, and it provides substantial and
9 immediate benefits to the Settlement Class while avoiding the considerable expense, delay, and
10 uncertainty associated with continued litigation. Accordingly, I respectfully request that the Court
11 grant final approval of the Settlement and enter judgment consistent with the terms of the
12 Settlement Agreement.

13 35. In compliance with California Rules of Professional Conduct section 1.5.1,
14 Plaintiff signed a fee split agreement that provides that fees will be allocated between Class
15 Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%)
16 to Falakassa Law, P.C.

17 I declare under penalty of perjury under the laws of California that the foregoing is true
18 and correct, this 4th day of August 2026, at Los Angeles, California.

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20 _____
21 Joshua Falakassa
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