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[Additional Counsel Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

WILLIAM MORENO, LIZBETH GONZALEZ
VELAZQUEZ, SARAH SANDOVAL,
MUSTAFA ALKARKHI, JACOB TERRY, and
RALPH HERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

ABC PHONES OF NORTH CAROLINA, INC.
DBA VICTRA, a North Carolina corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV31717
Related Case No.: 24STCV09415
Related Case No.: 24STCV12066

*[Assigned for All Purposes to the Hon. Elihu
M. Berle, Dept. 6]*

**DECLARATION OF JOSHUA
FALAKASSA IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: April 22, 2026
Time: 9:00 a.m.
Dept: 6

Action Filed: December 28, 2023

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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 Florida, and I am the principal of Falakassa Law, P.C., and I serve as co-attorney of record, on behalf of Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, Sarah Sandoval, Mustafa Ali, Jacob Terry, and Ralph Hernandez (collectively, “Plaintiffs”) and the Putative Class.

2. I am familiar with the file in this matter, and if called as a witness, I could and would
 3. presently testify to the following facts of my own personal knowledge.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Action Settlement.

4. 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 District, and Eastern Districts. I have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts across California.

5. 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 Employment arbitration. During law school, I served as a summer associate at Sanford, Schram, and Heisler LLP, a boutique plaintiffs’ side employment law firm focusing on FMLA 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 worked on defending wage and hour class action lawsuits filed under California and federal law.

6. From August 2018 to January 2019, I was an associate at the Paul Haines Law where I actively managed a caseload of more than 50 class and representative PAGA lawsuits in California and federal courts.

7. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100 wage vs. employer litigation matters, including more than 40 class action wage/hour and

1 PAGA cases. Over the last few years, my practice has almost entirely consisted of representing
2 employees, the majority of which has included class action and representative action wage and
3 hour matters. In total, I have handled upwards of 90 class action and representative action
4 wage/hour cases.

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

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

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

13 11. My office has undertaken substantial efforts in investigating and prosecuting the
14 matter. These efforts have directly contributed to the creation of a significant settlement fund for
15 the benefit of the Class. Throughout the litigation, we have diligently advanced the claims, including
16 engaging in substantive and informed negotiations with Defense counsel. These exchanges enabled
17 both sides to assess the strengths and weaknesses of their respective positions, ultimately facilitating
18 a fair and reasonable resolution.

19 12. These efforts have directly contributed to the creation of a significant settlement fund
20 for the benefit of the Class.

21 13. Given the inherent risks of continued litigation, including contested legal and factual
22 issues, Plaintiffs’ counsel believes the proposed Settlement is fair, reasonable, and adequate. The
23 Settlement was the product of arm’s-length negotiations between experienced counsel, facilitated
24 by an experienced mediator, and was reached following an appropriate and thorough exchange of
25 relevant information and documents. Accordingly, Plaintiffs respectfully request that the Court
26 grant preliminary approval of the Settlement, conditionally certify the proposed Class under Code
27 of Civil Procedure § 382 for settlement purposes, approve the proposed Class Notice, appoint
28 Plaintiffs’ counsel as Class Counsel, appoint the Settlement Administrator, and schedule a hearing

1 for final approval of the Settlement.

2 14. The Settlement is the result of extensive, arm's-length negotiations between the
3 Parties, facilitated by an experienced mediator with expertise in wage-and-hour class actions.
4 While the negotiations were conducted cordially and professionally, they were also adversarial
5 and entirely non-collusive. The resolution achieved is the product of significant time, effort, and
6 advocacy by both Parties and their counsel.

7 15. Although Plaintiffs and Class Counsel were confident in the strength of their
8 claims and believed that class certification could be achieved, they also recognized the inherent
9 risks, costs, and complexity of continued litigation. These risks included the potential for adverse
10 rulings at class certification, summary judgment, trial, or on appeal, which could delay or
11 eliminate recovery for Class Members. Moreover, had Defendants prevailed on any of their
12 asserted defenses, Class Members may have received little or no monetary relief. In light of these
13 considerations, Plaintiffs and Class Counsel believe the Settlement represents an excellent result
14 under the circumstances.

15 16. The Settlement provides for fair and proportionate payments to each Settlement
16 Class Member based on the number of Compensable Workweeks worked during the Class Period.
17 As described above, Plaintiffs and their counsel conducted a diligent investigation of the claims
18 and defenses on behalf of the Class to maximize recovery while avoiding the additional expense
19 and delay associated with protracted litigation. After carefully evaluating the significant risks of
20 continued litigation and weighing them against the certainty and benefits of the proposed
21 compromise as set forth in the Settlement Agreement, Plaintiffs and their counsel believe the
22 Settlement is fair, reasonable, and in the best interest of the Class.

23 17. Plaintiffs' counsel brought substantial experience and judgment to bear in
24 negotiating the Settlement. As detailed herein, counsel engaged in comprehensive informal
25 discovery, investigation, sampling, and expert analysis to ensure informed decision-making
26 throughout the process. This included review and evaluation of a significant volume of
27 documents, including Defendants' policies and procedures, personnel files, wage statements, and
28 time records. Counsel also performed extensive analysis and extrapolation of the class-wide data

1 produced by Defendants to assess potential damages and evaluate the strength of the claims.

2 18. Based on our collective experience litigating wage-and-hour matters, including
3 complex class and PAGA actions, I believe that Class Counsel are all well qualified to evaluate
4 the merits of the class claims and the viability of Defendants' defenses in this action. In our
5 professional judgment, the recovery provided to each Class Member under the Settlement is fair,
6 reasonable, and adequate. Settlement at this stage serves the best interests of the Class by
7 providing meaningful compensation while avoiding the delays and uncertainties of continued
8 litigation, including class certification, trial, and potential appeals.

9 19. Plaintiffs' counsel, as well as Defendants' counsel, fully endorse the terms and
10 conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

11 20. Of course, the Settlement Amount represents a compromise figure, taking into
12 account the various risks surrounding class certification and the merits of Defendants' asserted
13 defenses. Nevertheless, the Settlement provides fair and adequate payments to the Class
14 Members, with no reversion to Defendants.

15 21. For the foregoing reasons, it is respectfully requested that the Court grant
16 preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the
17 Class, as well as preliminarily approve the requested attorneys' fees and costs and service award
18 to the Class Representative.

19 22. The proposed Class Notice and proposed plan for the Settlement Administrator to
20 mail the Class Notice to the last known address of all Class Members complies with all the
21 requirements of California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Class
22 Notice include (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs
23 and the Settlement Administration Costs; (3) details about the final fairness hearing and how
24 Class Members may elect to exclude themselves or make an objection; and (4) how Class
25 Members can obtain additional information.

26 23. In compliance with California Rules of Professional Conduct section 1.5.1,
27 Plaintiffs and their respective counsels entered into a Joint Prosecution Agreement with their
28 counsel of record. The JPA governs the division of responsibilities and attorneys' fees among

1 counsel, and Plaintiffs provided informed written consent after full disclosure.

2 I declare under penalty of perjury under the laws of the state of California that the foregoing
3 is true and correct on this 26th day of February 2026, in Los Angeles, California.

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5 By: /s/ Joshua Falakassa
Joshua Falakassa, Esq.
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