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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

OLIVER MONTES DE OCA, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

CONSTRUCTION SALES & SERVICE, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendantss.

CASE NO.: 37-2024-00018708-CU-OE-CTL

Assigned to Hon. Katherine A. Bacal

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

HEARING INFORMATION

Date: April 3, 2026

Time: 11:00 a.m.

Dept.: C-63

Complaint Filed: April 22, 2024

FAC Filed: February 18, 2026

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 for Plaintiff Oliver Montes De Oca (“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.

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

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

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

8 10. Through a contested but productive mediation process, the Parties—Plaintiff and
9 Defendants Construction Sales & Services, Inc. and Lord & Sons, Inc. (collectively, “Defendants”)—
10 reached a proposed resolution of this action and entered into a Class Action and PAGA Settlement
11 Agreement (the “Settlement Agreement” or “Settlement”). The Settlement Agreement, along with
12 the proposed Class Notice, is attached as Exhibit “A” to the accompanying Declaration of Mehrdad
13 Bokhour.

14 11. Under the terms of the Settlement Agreement, Defendants have agreed to pay
15 \$580,000 on a non-reversionary and non-claims-made basis to resolve the claims asserted on behalf
16 of the Settlement Class. As a result, each Settlement Class Member will automatically receive their
17 share of the Net Settlement Amount without being required to submit a claim form or take any
18 affirmative action, except for those individuals who choose to opt out of the Settlement.

19 12. The Settlement Agreement further provides that Defendants will not oppose Class
20 Counsel’s request for: (1) an award of attorneys’ fees not to exceed one-third of the Settlement
21 Amount; (2) litigation costs not to exceed \$25,000; (3) Settlement Administration Costs not to exceed
22 \$7,000; (4) PAGA penalties of \$20,000, of which \$13,000 (65%) will be paid to the California Labor
23 and Workforce Development Agency and \$7,000 (35%) will be distributed to the Aggrieved
24 Employees; and (5) a Service Award not to exceed \$10,000 to the named Plaintiff in recognition of
25 his efforts and risks undertaken in prosecuting this action on behalf of the Settlement Class.
(Settlement Agreement ¶ 49(a)–(h).)

26 13. Based on the information exchanged during the litigation, I understand that the
27 proposed Settlement Class consists of approximately 351 non-exempt employees who worked for
28 Defendants in California during the Class Period. In my evaluation of the claims, I determined that

1 Defendants applied uniform wage-and-hour policies and practices to non-exempt employees
2 regardless of job title or specific duties. Accordingly, the Settlement provides that Individual
3 Settlement Payments will be distributed on a pro-rata basis according to the number of Compensable
4 Workweeks worked by each Settlement Class Member during the Class Period. Compensable
5 Workweeks exclude any periods for which a prior release of claims has been executed and any full
6 workweeks during which a Class Member was on leave, sick time, or vacation, as defined in the
7 Settlement Agreement. Assuming a class size of approximately 351 Settlement Class Members, the
8 average recovery is estimated to be approximately \$725, with the highest individual recovery
9 estimated to be between \$3,500 and \$4,000, depending on the number of Compensable Workweeks
10 worked.

11 14. The Settlement is non-reversionary, and Settlement Class Members will not be
12 required to submit claim forms to receive payment. Instead, each Settlement Class Member will be
13 mailed a Notice Packet that explains the terms of the Settlement, provides an estimate of their
14 Individual Settlement Payment, and describes their rights under the Settlement. Settlement Class
15 Members will have the opportunity to dispute the number of Workweeks credited to them, submit an
16 objection, or request exclusion from the Settlement. Any Settlement Class Member who does not
17 timely opt out will automatically receive their settlement payment following final approval by the
18 Court. Individuals eligible for recovery under the PAGA portion of the Settlement may not opt out,
19 and those individuals will receive their share of the PAGA allocation regardless of whether they
20 participate in the class settlement.

21 15. Based on my experience litigating wage-and-hour class actions and my evaluation of
22 the claims and defenses in this matter, I believe the Settlement is fair, reasonable, and the result of
23 arm's-length negotiations conducted with the assistance of an experienced mediator after an
24 appropriate exchange of information. For these reasons, I respectfully request that the Court enter an
25 order: (1) preliminarily approving the Settlement; (2) conditionally certifying the Settlement Class
26 pursuant to California Code of Civil Procedure § 382 for settlement purposes only; (3) approving the
27 proposed Notice Packet; (4) appointing Plaintiff's counsel as Class Counsel; (5) appointing Phoenix
28 Class Action Administration Solutions as the Settlement Administrator; and (6) setting the matter for
a Final Approval Hearing.

1 16. Prior to reaching this Settlement, I conducted and oversaw a thorough investigation
2 into the facts and legal issues presented in this action. This investigation included interviews with
3 putative class members, an examination of Defendants' operations and compensation practices, and
4 the informal exchange of relevant discovery materials. Defendants produced written policies and
5 procedures as well as representative samples of payroll and timekeeping records for Settlement Class
6 Members and Aggrieved Employees. Based on this information, I conducted legal research and
7 evaluated the potential strengths and weaknesses of the claims and defenses at issue.

8 17. Based on the results of this investigation and my independent evaluation of the case,
9 I believe the proposed Settlement is fair, reasonable, and adequate and is in the best interests of the
10 Settlement Class Members and Aggrieved Employees, particularly when considered in light of the
11 risks, costs, and uncertainties associated with continued litigation and potential appeals.

12 18. Defendants operate a business that provides in-home care services, emergency
13 response services, personal care assistance, housekeeping services, and senior care services.

14 19. On October 28, 2025, the Parties participated in a full-day mediation before Tagore
15 Subramanian, Esq., an experienced wage-and-hour class action mediator. After extensive
16 negotiations and the issuance of a mediator's proposal, the Parties were able to reach a resolution of
17 this matter.

18 20. In preparation for mediation, I worked with co-counsel to analyze the data produced
19 during informal discovery and develop damages models reflecting potential liability exposure. These
20 analyses considered factors such as class certification risks, liability probabilities, and potential
21 damages recoverable at trial.

22 21. As further explained in the accompanying Declaration of Mehrdad Bokhour, the
23 proposed Settlement represents approximately 54% of the risk-adjusted value of Plaintiff's claims,
24 which is an excellent result given the litigation risks involved. The Settlement therefore provides
25 meaningful monetary relief to the Settlement Class and warrants preliminary approval.

26 22. The Settlement was reached only after extensive arm's-length negotiations between
27 experienced counsel and with the assistance of an experienced mediator. Although the negotiations
28 were professional and constructive, they were also adversarial and non-collusive. While I believe

1 Plaintiff's claims are meritorious, I also recognize the risks associated with further litigation,
2 including the possibility of adverse rulings on class certification, summary judgment, trial, or appeal.

3 23. The Settlement provides fair and equitable compensation to Settlement Class
4 Members based on the number of Weeks Worked during the Class Period. In my judgment, resolving
5 this matter now allows Settlement Class Members to obtain meaningful relief while avoiding the
6 significant delay, risk, and expense that would accompany continued litigation.

7 24. In negotiating this Settlement, I relied upon my experience litigating wage-and-hour
8 class actions as well as the investigation and analysis conducted by Plaintiff's counsel. This included
9 reviewing Defendants' policies, personnel documents, wage statements, time records, and other
10 relevant materials, and conducting a detailed analysis of the data provided by Defendants.

11 25. Based on my experience handling similar wage-and-hour class actions, I believe that
12 my firm, together with The Bokhour Law Group, P.C., possesses the necessary experience and
13 expertise to evaluate the claims and defenses presented in this action. In my professional judgment,
14 the recovery provided by the Settlement is reasonable, fair, and adequate in light of the risks
15 associated with obtaining class certification and prevailing at trial.

16 26. Both Plaintiff's counsel and Defendants' counsel support the Settlement and believe
17 that its terms represent a fair and reasonable resolution of the claims asserted in this action.

18 27. The Settlement Amount represents a compromise reached after careful consideration
19 of the risks and uncertainties inherent in class litigation, including the risks associated with class
20 certification, liability, and damages. Importantly, the Settlement provides meaningful compensation
21 to the Settlement Class Members and does not contain a reversion to Defendants.

22 28. This case was prosecuted on a contingency fee basis, meaning that my firm advanced
23 all litigation costs and assumed the financial risks associated with pursuing the case. Those costs
24 included filing fees, mediation fees, and expert costs. There was no guarantee that we would recover
25 those expenditures, and if Plaintiff had not prevailed, he could have been responsible for Defendants'
26 costs.

27 29. Based on my experience litigating class actions in California, an attorneys' fee award
28 of one-third of the common fund is well within the range typically approved by courts. Plaintiff's

1 counsel therefore intends to request attorneys' fees in that amount. Defendants do not oppose this
2 request. In addition, litigation costs will not exceed \$25,000 and will reflect the actual expenses
3 incurred through final approval.

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

8 31. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
9 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
10 and to preliminarily approve the notice plan and set a final approval hearing. Plaintiff will seek final
11 approval of attorneys' fees, costs, and service awards at the final approval stage.

12 I declare under penalty of perjury under the laws of California that the foregoing is true and
13 correct on this 11th day of March 2026, in Los Angeles, California.

14 By: 
15 Joshua Falakassa
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