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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ISAIAH MORALES, an individual, JOSE
SMITH, an individual on behalf of
themselves and others similarly situated,

Plaintiffs,

vs.

CERTUS PEST, INC., a Delaware stock
corporation; GOPHER PATROL, a
California business entity form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV11212

CLASS ACTION

Assigned for All Purposes To:
Hon. Theresa M. Traber

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

Date: January 14, 2026
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: May 3, 2024
FAC Filed: July 9, 2024
SAC Filed: May 8, 2025
Trial Date: None Set

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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 Mehrdad Bokhour of The Bokhour Law Group, P.C., and Emil Davtyan, Esq., David Yeremian, Esq., Alvin B. Lindsay, Enoch J. Kim Esq., Marta Manus Esq. of D.Law, Inc. on behalf of Plaintiffs Isaiah Morales and Jose Smith (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 competently testify to the following facts of my own personal knowledge.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class 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 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. I am a 2013 graduate from the University of California, Berkeley, School of Law, (“Berkeley Law”) where I successfully completed courses in Labor Law, Employment Discrimination and Labor/Employment Arbitrations. 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.

6. 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.

7. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100

1 employee vs. employer litigation matters, including more than 40 class action wage/hour and
2 PAGA cases. Over the last few years, my practice has almost entirely consisted of representing
3 employees, the majority of which has included class action and representative action wage and
4 hour matters. In total, I have handled upwards of 60 class action and representative action
5 wage/hour cases.

6 8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
7 the years 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
8 area. I have also been recognized by Topverdicts.com for achieving Top 20 and Top 50 wage and
9 hour class and/or PAGA action settlements in California in 2021, 2022, 2023, and 2024.

10 9. My office has devoted substantial time and resources to investigating, prosecuting,
11 and resolving this action. These efforts have directly contributed to the creation of a meaningful
12 settlement fund for the benefit of the Class. From the outset, we undertook a comprehensive
13 factual and legal analysis of the claims, including a review of Defendant’s timekeeping, payroll,
14 and policy documents, as well as interviews with Class Members. Throughout the litigation,
15 Plaintiffs’ counsel diligently advanced the case through informed, substantive negotiations and
16 law and motion practice, enabling both sides to fully evaluate the strengths and weaknesses of
17 their respective positions and ultimately reach a fair and reasonable resolution.

18 10. Plaintiffs’ counsel pursued this matter with diligence and persistence, engaging in
19 discovery, analysis of class-wide data, and significant law and motion work. We conducted
20 detailed damages modeling and consulted with experts to quantify the value of the claims and
21 ensure that the settlement achieved was grounded in evidentiary and legal reality. These efforts
22 culminated in a settlement that meaningfully compensates Class Members for their alleged losses.

23 11. Given the inherent risks of continued litigation—including disputed legal and
24 factual issues—Plaintiffs’ counsel firmly believes that the proposed Settlement is fair,
25 reasonable, and adequate. The resolution was the result of arm’s-length negotiations between
26 experienced counsel, facilitated by an accomplished mediator with extensive experience in wage-
27 and-hour class actions. The Settlement was reached only after an extensive exchange of relevant
28 data and documents, allowing both parties to make informed decisions. Accordingly, Plaintiffs
respectfully request that the Court grant preliminary approval, conditionally certify the proposed

1 Class under Code of Civil Procedure § 382 for settlement purposes, approve the Class Notice,
2 appoint Plaintiffs' counsel as Class Counsel, appoint the Settlement Administrator, and schedule
3 a hearing for final approval.

4 12. The Settlement is the product of extensive, adversarial, and non-collusive
5 negotiations conducted at arm's length between the Parties, with the guidance of a neutral
6 mediator well-versed in wage-and-hour law. Although discussions were professional and
7 constructive, they were also hard-fought and rooted in rigorous advocacy. The result reflects a
8 balanced compromise achieved only after both sides thoroughly evaluated the evidence and
9 litigation risks.

10 13. While Plaintiffs and Class Counsel remain confident in the strength of the claims
11 and their ability to secure class certification, they also recognize the substantial risks, costs, and
12 complexity inherent in continued litigation. Those risks include potential adverse rulings at class
13 certification, summary judgment, trial, or on appeal, which could significantly delay or eliminate
14 recovery for Class Members. Had Defendant prevailed on any of its asserted defenses, the Class
15 might have received little or no compensation. In light of these considerations, Plaintiffs and
16 Class Counsel believe the Settlement represents an excellent and pragmatic result under the
17 circumstances.

18 14. The Settlement provides for fair, equitable, and proportionate payments to each
19 Class Member based on the number of compensable workweeks worked during the Class Period.
20 Plaintiffs and their counsel conducted a diligent investigation of both the claims and the defenses,
21 with the objective of maximizing recovery while avoiding the additional expense, risk, and delay
22 associated with protracted litigation. After carefully balancing the uncertainties of trial against
23 the guaranteed benefits of the negotiated resolution, Plaintiffs and their counsel are confident that
24 the Settlement is fair, reasonable, and in the best interest of the Class.

25 15. Plaintiffs' counsel brought extensive experience and careful judgment to the
26 negotiation process. Our work included informal and formal discovery, data sampling, expert
27 analysis, and review of thousands of pages of documents, including personnel files, wage
28 statements, and timekeeping records. We performed detailed extrapolations of class-wide data to
assess potential damages and evaluate Defendant's compliance with California wage-and-hour

1 laws. These analyses ensured that the Settlement was informed by a clear understanding of both
2 the factual record and applicable legal standards.

3 16. Based on our collective experience in complex wage-and-hour class and PAGA
4 actions, Plaintiffs' counsel is well qualified to assess the merits of the Class claims and the
5 viability of Defendant's defenses. In our professional judgment, the monetary relief afforded to
6 Class Members under the Settlement is both fair and substantial. Settlement at this juncture serves
7 the best interests of the Class by providing immediate, meaningful compensation while avoiding
8 the risks, costs, and delays associated with trial and appellate proceedings.

9 17. Plaintiffs' counsel, as well as Defendant's counsel, fully support and endorse the
10 Settlement Agreement. The terms were negotiated in good faith and reflect a balanced
11 compromise that advances the interests of all Class Members.

12 18. The Settlement Amount represents a reasonable compromise reached after
13 thorough evaluation of the legal and factual disputes, including challenges surrounding class
14 certification, damages, and Defendant's asserted defenses. Importantly, the Settlement provides
15 for direct monetary relief to Class Members with no reversion to Defendant, thereby ensuring
16 that the full value of the Settlement benefits the Class.

17 19. For all of the foregoing reasons, Plaintiffs respectfully request that the Court grant
18 preliminary approval of the Settlement as fair, reasonable, and adequate; preliminarily approve
19 the requested attorneys' fees, costs, and service award; and set a hearing for final approval of the
20 Settlement.

21 20. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs
22 entered into a Joint Prosecution Agreement with their counsel of record. The JPA governs the division
23 of responsibilities and attorneys' fees among counsel, and Plaintiffs provided informed written
24 consent after full disclosure.

25 I declare under penalty of perjury under the laws of the state of California that the foregoing
26 is true and correct on this 7th day of October 2025, in Los Angeles, California.

27 By: /s/ Joshua Falakassa
28 Joshua Falakassa