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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MATTHEW MIRMAK, on behalf of himself and
all others similarly situated,

Plaintiffs,

v.

SERVICELINK SERVICES, LLC, a Delaware
Limited Liability Company; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 30-2024-01426948-CU-OE-CXC

Assigned to the Hon. David A. Hoffer

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

Date: April 13, 2026

Time: 1:30 p.m.

Dept.: CX103

Complaint Filed: September 19, 2024

SAC Filed: October 2, 2025

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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., and I serve as attorney of record, along with The Bokhour Law Group, P.C., for Plaintiffs Kayla Olivo and Aaron Oman (“Plaintiffs”) 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 Plaintiffs’ 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 Central, Northern, and Eastern Districts and have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts across California.
4. I graduated with a Bachelor of Arts with a major in History and a Minor in Public Affairs from the University of California, Los Angeles (“UCLA”) in 2009. I received my J.D. from University of California, Berkeley, School of Law (“Berkeley Law”) in 2013 and became a member of the California State Bar in December 2013.
5. During law school, I successfully completed courses in Labor Law, Employment Discrimination and Labor/Employment Arbitrations. I also 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 served as an associate at the Paul Haines Law Group, where I actively managed a caseload of more than 50 wage and hour class and PAGA action lawsuits in California and federal courts.
7. Thereafter, as principal of Falakassa Law, P.C., I have handled over 100 employee vs. employer litigation matters, including more than 80 class action wage/hour and PAGA cases.

1 Over the last few years, my practice has almost entirely consisted of representing employees, the
2 majority of which has included class action and representative action wage and hour matters. In
3 total, I have handled upwards of 80 class action and representative action wage/hour cases.

4 8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
5 the years 2017 thru 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
6 area. I was also recognized by TopVerdicts.com for obtaining several of the highest wage and hour
7 class and PAGA action settlements in the State of California.

8 9. As set forth above, I have handled upwards of 80 class and representative actions,
9 have been appointed as class counsel and have successfully litigated and resolved several class
10 actions, and many others remain pending.

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

13 11. Currently, my firm is acting as counsel in at least 50 wage-and-hour class and/or
14 PAGA actions.

15 12. Through a contested but productive mediation, Plaintiffs and Defendant ServiceLink
16 Services, LLC (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA
17 Settlement Agreement resolving the wage and hour claims asserted in this action (the “Settlement
18 Agreement”), which is attached as Exhibit “A. to the accompanying Declaration of Mehrdad
19 Bokhour. Subject to Court approval, Defendant has agreed to pay a non-reversionary gross settlement
20 amount of \$1,260,000. Settlement Class Members will receive their Individual Settlement Amounts
21 automatically, without the need to submit a claim form or take any affirmative action, unless they
22 timely request exclusion. As of the Parties’ mediation, the putative Class includes approximately 403
23 non-exempt employees who all worked for Defendant in California during the Class Period. Plaintiffs
24 contend that, regardless of their roles, all non-exempt employees were subject to the same wage and
25 hour policies and payroll/scheduling practices, and therefore, the Individual Settlement Payments will
26 be paid on a pro-rata basis based on the number of Workweeks during the Class Period. Assuming a
27 total class size of approximately 403 Settlement Class Members, the average payment to each
28 Settlement Class Member will be approximately \$1,836, with the highest payment estimated to be
\$3,258. Of course, those with more Workweeks stand to recover proportionally more.

1 13. The Parties have conducted a thorough investigation into the facts of the Action. This
2 includes conducting interviews with putative class members, investigation of Defendant and its
3 operations, and its pay policies/procedures, exchange of informal discovery, including Defendant's
4 written policies and practices, and the production of a statistically significant sampling of payroll and
5 timekeeping records for putative Settlement Class Members and PAGA Members. Class Counsel is
6 both knowledgeable about and has done extensive research with respect to the applicable law and
7 potential defenses to the claims of the Settlement Class Members and PAGA Members. Class Counsel
8 has diligently investigated the putative Class Members' claims against Defendant.

9 14. Based on the foregoing data and their own independent investigation and evaluation,
10 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
11 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
12 Settlement Class Members and PAGA Members, in light of all known facts and circumstances,
13 including the risk of significant delay and uncertainty associated with litigation, various defenses
14 asserted by Defendant, and numerous potential appellate issues.

15 15. On August 20, 2025, the Parties participated in mediation before Marc Feder, Esq., a
16 highly experienced class action mediator. After a full-day mediation and the issuance of a mediator's
17 proposal, the Parties settled and memorialized the terms in a long-form Settlement Agreement.

18 16. As further detailed in the accompanying Declaration of Mehrdad Bokhour, given the
19 realistic value of Plaintiffs' claims, the \$1,260,000 Settlement Amount is an excellent result for the
20 Class, considering that the Settlement Amount totals approximately 60% of Plaintiffs' risk-adjusted
21 potential value of the case. Preliminary approval is appropriate since the Settlement will provide
22 significant monetary relief to the Class.

23 17. The Settlement was the product of extensive arm's length negotiations between
24 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
25 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
26 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
27 Plaintiffs and Class Counsel believed that there was a possibility of certifying the claims, they
28 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable

1 decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or
2 on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any
3 of its defenses, the Class Members may not have received any substantial monetary recovery.

4 18. The Settlement will result in a fair payment to each Settlement Class Member based
5 on the number of Workweeks worked during the Class Period. As set forth above, Plaintiffs and
6 counsel have diligently investigated the claims and defenses on behalf of the Class Members and
7 worked to resolve the claims to maximize the recovery by avoiding further expenditure on attorneys'
8 fees and costs. After evaluating the significant risks attendant with further litigation described above
9 and weighing them against the benefits of a known compromise and settlement as set forth in the
10 Settlement Agreement, a settlement on the terms agreed to is believed to be in the best interest of
11 Plaintiffs and the Class and is a fair and reasonable resolution of the claims alleged.

12 19. Class Counsel brought to bear a great deal of collective experience in negotiating the
13 settlement of this case. As detailed herein, Class Counsel engaged in necessary informal discovery,
14 investigation, sampling, and expert evaluation, making it possible to exercise informed judgment
15 throughout the settlement process, including significant document review (e.g., documents pertaining
16 to Defendant's policies and procedures, personnel documents, wage statements, time records, among
17 others) and conducted an extensive analysis and extrapolation of the sampling of class-wide data
18 provided by Defendant.

19 20. Based on our experience in other cases, including wage and hour matters, Mehrdad
20 Bokhour and I are qualified to evaluate the class claims and viability of defenses in this class action.
21 In this case, the recovery for each Class Member is reasonable, fair, and adequate, and a settlement
22 at this time is in the Class's best interest. The Settlement compensates each Class Member for the
23 alleged violations when viewed in relation to the costs and risks inherent in obtaining class
24 certification and proceeding to trial.

25 21. Class Counsel and Defendant's counsel fully endorse the terms and conditions of the
26 Settlement as set forth in the above-mentioned Settlement Agreement.

27 22. Of course, the Settlement Amount represents a compromise figure, considering the
28 various risks surrounding class certification and the merits of Defendant's asserted defenses.

1 Nevertheless, the Settlement provides fair and adequate payments to the Class Members, with no
2 reversion to Defendant.

3 23. As set forth above, I have handled upwards of 90 class and representative actions,
4 have been appointed as class counsel and have successfully litigated and resolved several class
5 actions, and many others remain pending.

6 24. When this case was taken on a contingency fee basis, with our firm agreeing to assume
7 responsibility for all litigation costs, the ultimate result was far from certain. During this litigation,
8 we paid all costs, including the filing fees, court costs, research/database fees, mediation costs, and
9 expert costs. There was never a guarantee that our firms would recoup these expenditures.

10 25. It is our experience that attorneys' fee awards of one-third of a common fund
11 settlement are the standard in California. Once the Court grants preliminary approval of the
12 Settlement Agreement and the Class Notice is disseminated, Class Counsel will submit a request for
13 attorneys' fees and costs with its final approval motion. Defendant does not oppose this fee request.
14 The fee is further warranted because it is within the range of reasonableness and will be based on the
15 actual amount incurred at the time of final approval.

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

20 I declare under penalty of perjury under the laws of California that the foregoing is true and
21 correct on this 9th of January 2026, at Los Angeles, California.

22
23 By: 
Joshua Falakassa