

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JOSHUA D. HODGES, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

CALIFORNIA TRUCK CENTERS, LLC,
a California Limited Liability Company;
DELTA TRUCK CENTER, a California
Company; and DOES 1 through 100,

Defendants.

CASE NO. STK-CV-UOE-2022-0000168

*[Case assigned for all purposes to the Hon.
George J. Abdallah, Dept. 10A]*

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

Action Filed: January 10, 2022

Trial Date: None Set

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1 and judgment in several of those actions to date. I was selected as a “Super Lawyer Rising Star” in
2 Employment Litigation during the years 2017-2024, a distinction that is reserved for the top 2.5% of
3 lawyers in the practice area. I have also been recognized by TopVerdicts.com for securing several of
4 the top settlements in wage-and-hour class and PAGA actions in California.

5 8. My firm possesses the experience, resources, and capabilities necessary to provide
6 effective and adequate representation as Class Counsel on behalf of all aggrieved employees in this
7 litigation. Currently, my firm is serving as co-counsel in over thirty wage-and-hour class and
8 representative actions. I have substantial experience and expertise in evaluating PAGA claims and
9 assessing the strengths and weaknesses of asserted defenses. My practice is primarily dedicated to
10 employment litigation, with a strong focus on wage-and-hour class actions and PAGA
11 representative actions.

12 9. My firm has played a central role in the investigation, prosecution, and resolution of
13 this case. We conducted significant factual and legal analysis and engaged in meaningful informal
14 discovery and data exchange with defense counsel. These efforts laid the foundation for a successful
15 mediation with experienced neutral Tripper Ortman, Esq., resulting in the proposed class-wide
16 Settlement.

17 10. In view of the inherent risks associated with continued litigation—including
18 disputed legal and factual issues—Plaintiff’s counsel is confident that the Settlement is fair,
19 reasonable, and in the best interest of the Class. The resolution was achieved only after arm’s-
20 length negotiations informed by the exchange of relevant documents, payroll data, and policy
21 materials.

22 11. The Settlement was reached through adversarial yet respectful and professional
23 negotiations, facilitated by a seasoned mediator with extensive experience in wage-and-hour class
24 actions. The resulting agreement reflects diligent effort and zealous advocacy from both parties.

25 12. While Plaintiff and counsel maintain confidence in the merits of the claims and the
26 likelihood of achieving class certification, we were also mindful of the substantial risks, expenses,
27 and delays posed by continued litigation—including the potential for unfavorable rulings on
28 certification, dispositive motions, trial, or appeal.

1 13. The Settlement provides equitable and proportionate payments to Class Members,
2 based on the number of Compensable Workweeks each individual worked during the Class Period.
3 Plaintiff's counsel conducted a thorough investigation and legal analysis aimed at maximizing
4 recovery while avoiding the burdens and uncertainty of protracted litigation. Based on this work,
5 we believe the Settlement is in the Class's best interest.

6 14. My firm engaged in extensive informal discovery, including a comprehensive review
7 and analysis of Defendant's policies, payroll records, timekeeping data, personnel files, and wage
8 statements. We also utilized data sampling and extrapolation techniques to assess potential damages
9 and evaluate the strength of the claims.

10 15. Based on my substantial experience in wage-and-hour class and PAGA litigation, I
11 firmly believe that the proposed Settlement is fair, reasonable, and adequate. It delivers meaningful
12 compensation to Class Members while mitigating the risks and delays associated with continued
13 litigation.

14 16. Both Plaintiff's counsel and Defense counsel fully support the Settlement terms, as
15 detailed in the executed Settlement Agreement.

16 17. The Settlement reflects a well-considered compromise that accounts for the legal
17 and factual challenges associated with class certification, liability, and damages. Significantly, it
18 provides for non-reversionary payments to the Class, ensuring that all funds allocated to Class
19 Members will be distributed without reversion to Defendants.

20 18. For the foregoing reasons, Plaintiffs respectfully request that the Court grant
21 preliminary approval of the Settlement as fair, reasonable, and in the best interests of the Class.
22 Plaintiff also requests that the Court preliminarily approve the requested attorneys' fees, litigation
23 costs, and service awards to the Class Representatives as set forth in the accompanying motion.

24 19. Plaintiffs and Plaintiffs' counsel entered into a joint prosecution agreement that
25 complies with the California Rules of Professional Conduct, including Rule 1.5.1, as well as
26 California Rules of Court, Rule 3.769(b), which governs applications for class action settlements.
27 The joint prosecution agreement ensures coordinated representation, facilitates the efficient
28 prosecution of the litigation, and avoids conflicts of interest, all in the best interest of the Class.

 20. I declare under penalty of perjury under the laws of the state of California that the

1 foregoing is true and correct on this 10th day of April 2025, in Los Angeles, California.

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3 By: Joshua S. Falakassa
4 Joshua Falakassa
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