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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOHN LEDBETTER, ROBERT AARON,
ANTONIO SEGOVIA, JOSEPH HICKS,
WILLIAM SHEARER, DAVID LAMOUNT
GAYLES, and JOSUE BUENROSTRO on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

CJ LOGISTICS AMERICA, LLC, an Illinois
Limited Liability Company; and DOES 1-50,
inclusive,

Defendant.

Case No.: CIVSB2207118

*[Assigned for all purposes to the Hon.
David E. Driscoll, Dept. S22]*

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

Date: April 24, 2025

Time: 8:30 a.m.

Dept.: S22

Action Filed: April 7, 2022

Removal Date: June 10, 2022

Remand Date: December 19, 2024

Trial Date: None Set

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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 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., The Haines Law Group, APC, James Hawkins APLC, Lavi & Ebrahimian, LLP, and The Gould Law Firm, for Plaintiffs John Ledbetter, Robert Aaron, Antonio Segovia, Joseph Hicks, William Shearer, David Lamount Gayles, and Josue Buenrostro (“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 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 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.

6. 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.

1 7. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100
2 employee vs. employer litigation matters, including more than 40 class action wage/hour and
3 PAGA cases. Over the last few years, my practice has almost entirely consisted of representing
4 employees, the majority of which has included class action and representative action wage and
5 hour matters. In total, I have handled upwards of 90 class action and representative action
6 wage/hour cases.

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

11 9. 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 10. Currently, my firm is acting as counsel in at least thirty wage-and-hour class
14 actions.

15 11. Through a contested but productive mediation, Plaintiffs and Defendant CJ
16 Logistics America, LLC (“Defendant”) (collectively, the “Parties”) entered into a Class Action
17 and PAGA Settlement Agreement resolving the wage and hour claims of the Settlement Class
18 (“Settlement Agreement” and/or “Settlement”), which is attached as Exhibit A to the
19 accompanying Declaration of Matthew K. Moen in Support of Plaintiffs’ Motion for Preliminary
20 Approval of Class Action Settlement.

21 12. The Settlement Agreement seeks to fully release and discharge Defendant from
22 the claims brought against it in this matter in exchange for Defendant’s agreement to pay
23 \$2,150,000 on a non-reversionary, non-claim made basis (each Settlement Class Member will
24 receive his/her share of the Net Settlement Amount without having to submit a claim form or
25 taking action, except for those who opt-out).

26 13. Specifically, Plaintiffs seek to represent a Class of similarly situated persons who
27 were employed by Defendant CJ Logistics America, LLC, within the State of California as hourly,
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1 non-exempt employees at any time from October 7, 2020, to the date of the Court’s order granting
2 preliminary approval of the Settlement (the “Class Period”)

3 14. As of the Parties’ mediation, the Class included approximately 2,008 non-exempt
4 employees who all work and/or worked for Defendant in California during the Class Period.
5 Plaintiff contends that, regardless of their roles, all non-exempt employees worked under the same
6 workplace policies and practices, and therefore, the Individual Settlement Payments will be paid
7 on a pro-rata basis based on the number of workweeks during the Class Period. After Court-
8 approved deductions for Plaintiffs’ Class Representative Enhancement Awards, settlement
9 administrator costs, the PAGA Payment to the Labor & Workforce Development Agency, the
10 PAGA amount attributed to aggrieved employees, and attorneys’ fees and costs to Class Counsel,
11 the remaining Net Settlement Value is estimated to be no less than \$1,197,333.33. This results in
12 average Class Member Payments of approximately \$596.28, with the highest possible estimated
13 Class Member Payment of \$2,533.64 (in the event a Settlement Class member performed work
14 in every workweek during the Class Period). Further, an additional \$25,000.00 will be paid to all
15 persons who were employed by Defendant within the State of California as hourly, non-exempt
16 employees at any time from April 6, 2021, and the date of the Court’s order granting preliminary
17 approval (the “PAGA Period”) (collectively, the “PAGA Group”) for the release of claims under
18 PAGA. *See* Settlement, ¶¶ 21-22, 63. Significantly, Settlement Class members do not need to file
19 a claim form in order to receive a Class Member Payment, and all Settlement Class members who
20 do not opt-out will automatically receive their share of the Settlement. This represents a fair and
21 reasonable result for the Settlement Class members, who will be agreeing to a release of only
22 those claims that were actually asserted, or which could have been asserted based on the facts
23 alleged in the operative complaint.

24 15. Because the Settlement is fair and reasonable and was negotiated at arm’s length
25 by experienced counsel and an experienced mediator following a sufficient exchange of
26 information and documents before mediation, it should be preliminarily approved. Plaintiff
27 respectfully requests that the Court enter an order preliminarily approving the Settlement,
28 conditionally certifying the Class under Code of Civil Procedure § 382 for settlement purposes,

1 approving the proposed Notice Packet, appointing Plaintiff's counsel as Class Counsel,
2 appointing Phoenix Class Action Settlement Administrators as the Settlement Administrator, and
3 scheduling a hearing for the final approval of the Settlement.

4 16. On August 23, 2023, after extensive legal research and analysis, along with
5 Plaintiffs' and their expert's comprehensive review of the data, the Parties participated in a
6 mediation session with Jeffrey Ross, Esq., an experienced and well-respected wage and hour
7 mediator, who, although mediation adjourned without the Parties reaching a resolution of this
8 action, continued to assist the Parties in their settlement negotiations in the months following
9 mediation. After additional months of continued negotiations following mediation, Mr. Ross
10 made a mediator's proposal for a class-wide resolution of all claims at issue that the Parties
11 ultimately accepted. Over the following months, the Parties negotiated and executed the long-
12 form Settlement Agreement that is now before this Court for preliminary approval.

13 17. The Settlement was the product of extensive arm's length negotiations between
14 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though
15 cordial and professional, the Settlement negotiations were adversarial and non-collusive in nature.
16 The Settlement reached is the product of substantial effort by the Parties and their counsel.
17 Although Plaintiff and his counsel believe that there was a possibility of certifying the claims,
18 they recognized the potential risk, expense, and complexity posed by litigation, such as
19 unfavorable decisions on class certification, summary judgment, at trial and/or on the damages
20 awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant
21 prevailed on any of their defenses, the employees may not have received any substantial monetary
22 recovery.

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

19. Based on my experience in other cases, including wage and hour matters, I believe my office along with The Bokhour Law Group, P.C., The Haines Law Group, APC, James Hawkins APLC, Lavi & Ebrahimian, LLP, and The Gould Law Firm are qualified to evaluate the class claims and viability of defenses in this class action. In this case, the recovery for each Settlement Class Member is reasonable, fair and adequate, and a settlement at this time is in the best interest of the Settlement Class. The Settlement provides each Settlement Class Member with compensation for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding to trial.

20. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms and conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

21. Of course, the Settlement Amount represents a compromise figure, taking into account the various risks surrounding class certification and the merits of Defendant's asserted defenses. Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class Members, with no reversion to Defendant.

22. Plaintiffs seek Service Awards in the amount of \$10,000 for the named Plaintiffs John Ledbetter, Robert Aaron, Joseph Hicks, and Antonio Segovia, and \$5,000.00 for the named Plaintiffs William Shearer, David Lamount Gayles, and Josue Buenrostro.

23. Specifically, as to Plaintiff John Ledbetter, Plaintiff seeks a Service Award of \$10,000, which we believe is fair and warranted. Plaintiff Ledbetter agreed to come forward in an effort to effectuate a policy and practice change that benefitted all other Settlement Class Members, and to recover unpaid wages and penalties. He assumed significant risk in bringing this litigation, namely, had he lost, she could have been ordered to pay Defendant's costs, and potentially unable to find a similar job in the industry.

24. Plaintiff provided invaluable assistance to the investigation and prosecution of this case, including: providing factual background for the Class and PAGA Complaint and PAGA Letters; reviewing the litigation documents; providing information and documentation about

1 Defendant's policies and practices; participating in phone calls to discuss litigation and settlement
2 strategy; and reviewing the settlement documents. Plaintiff agreed to participate in this case with
3 no guarantee of personal benefit. Plaintiff's comprehensive declaration setting forth all of the
4 reasons why he believes that the Service Award should be approved has been filed herewith.

5 25. When this case was taken on a contingency fee basis, with our firms agreeing to
6 assume responsibility for all litigation costs, the ultimate result was far from certain. In the course
7 of this litigation, we paid all costs including the filing fees, court costs, research/database fees,
8 mediation costs, and expert costs. There was never a guarantee that our firms would recoup these
9 expenditures. In fact, had Plaintiff lost, she could have been ordered to pay Defendant's costs

10 26. It is our experience that attorneys' fee awards of one-third of a common fund
11 settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the
12 Settlement Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request.
13 The fee is further warranted because it is within the range of reasonableness typically awarded in
14 class actions.

15 27. In compliance with California Rules of Professional Conduct section 1.5.1,
16 Plaintiffs signed a fee split agreement that provides fees will be allocated between Class Counsel.

17 28. For the foregoing reasons, it is respectfully requested that the Court grant
18 preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the
19 Settlement Class, as well as preliminarily approve the requested attorneys' fees and costs, and
20 service awards to the Class Representatives.

21 I declare under penalty of perjury under the laws of California that the foregoing is true
22 and correct on this 27th day of March 2025, in Los Angeles, California.

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25 By: /s/ Joshua Falakassa

26 Joshua Falakassa, Esq.
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