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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,

Defendants.

Case No.: CIVSB2207118

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

**DECLARATION OF MICHAEL A.
GOULD IN SUPPORT OF 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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Attorneys for Plaintiffs

1 I, Michael A. Gould, declare:

2 1. I represent one of the named Plaintiffs, Joseph Hicks (“Hicks”), the Members of
3 the proposed class, and the aggrieved employees in this case. I make the statements herein based
4 on personal knowledge and would so testify if called as a witness.

5 2. This Declaration is submitted in support of Plaintiffs’ request for preliminary
6 approval of this class and PAGA settlement.

7 3. I have been an attorney for over thirty-five (35) years and have practiced
8 employment/labor law since 1995. I have personally handled numerous matters covering all
9 aspects of employment and labor law, including but not limited to federal and state wage and
10 hour cases, wrongful termination litigation, discrimination cases, administrative appeals
11 involving wage and hour and other employment issues, countless arbitrations, and various other
12 matters involving both traditional labor law (union/management law), and employment law
13 issues in the non-union context.

14 4. I have tried many employment law cases to verdict and I am a member of the
15 nation’s most prestigious trial lawyers’ association—the American Board of Trial Advocates
16 (ABOTA).

17 5. I have been Plaintiff’s counsel in over forty (40) wage and hour class actions
18 involving application of California and Federal labor law which have been certified and/or
19 settled successfully.

20 6. Because of the experience described above, I believe I am qualified to evaluate
21 the class claims, to evaluate settlement versus trial on a fully informed basis, and, to evaluate the
22 viability of the defenses alleged by Defendant CJ Logistics America, LLC (“CJ Logistics”)

23 7. Defendant CJ Logistics provides transportation, warehousing, and other supply
24 chain solutions for businesses across California and the United States. Plaintiff Hicks was
25 employed by CJ Logistics as a non-exempt hourly employee in California.

26 8. On December 2, 2022, I filed a class action on behalf of my client, Plaintiff
27 Hicks, Case No. CVRI22052222, alleging various wage and hour violations (“Hicks Action”).
28 On January 5, 2023, Defendant CJ Logistics removed the Hicks Action to federal court.

1 Thereafter, I became aware of the previously filed action: *Ledbetter. v. CJ Logistics*, Case No.
2 CIVSB2207118 (“Ledbetter Action”). Thus, on August 2, 2024, Plaintiffs in the Ledbetter
3 Action filed the Second Amended Class Action and PAGA Complaint adding Hicks as one of
4 the named plaintiffs thereby consolidating all causes of action and factual allegations in the
5 Hicks Action into the Ledbetter Action.

6 9. This action was settled only after a comprehensive evaluation of the strengths and
7 weakness of Plaintiffs’ claims and C.J. Logistics’ defenses. As I understand, Defendant CJ
8 Logistics provided a comprehensive informal exchange of documents prior to resolving that
9 matter that included: timekeeping and payroll records for a representative sample of the putative
10 class members spanning the putative class period and policy documents and employee
11 handbooks. As I understand it, Class Counsel conducted an extensive review and analysis of CJ
12 Logistics’ produced timekeeping and payroll records and assess the strengths and weaknesses of
13 Plaintiffs’ case. Additionally, Plaintiffs then retained an expert with a Ph.D. in economics to
14 analyze the data and create a class-wide exposure model for the claims at issue. On August 23,
15 2023, after extensive legal research and analysis, along with Plaintiffs’ and their expert’s
16 comprehensive review of the data, the Parties participated in a mediation session with Jeffrey
17 Ross, Esq., an experienced and well-respected wage and hour mediator. Although mediation
18 adjourned without the Parties reaching a resolution of this action, Mr. Ross continued to assist
19 the Parties in their settlement negotiations in the months following mediation. After additional
20 months of continued negotiations following mediation, Mr. Ross made a mediator’s proposal for
21 a class-wide resolution of all claims at issue that the Parties ultimately accepted. Over the
22 following months, the Parties negotiated and executed the long-form Settlement Agreement that
23 is now before this Court for preliminary approval.

24 10. Although Plaintiffs believe their claims are meritorious, Plaintiffs acknowledge
25 that there were substantial risks and uncertainty in proceeding with class certification and trial. It
26 is my understanding that CJ Logistics presented numerous defenses to Plaintiffs’ claims, both on
27 the merits and with respect to class certification. Although Plaintiffs were prepared to litigate
28 these claims through class certification and ultimately through trial, it was far from certain that

1 Plaintiffs would be able to recover a greater amount should this matter proceed through trial.
2 Absent settlement, the Parties will be required to expend substantial time and resources
3 conducting additional formal written and deposition discovery. Had the Court certified any
4 claims, there was also a risk that CJ Logistics would engage in a *Pick-up-Stix* campaign that
5 could either affect Plaintiffs' ability to maintain the numerosity required to proceed as a class
6 action, or significantly reduce the size of the putative class for a fraction of what Settlement
7 Class members are receiving through this Settlement. Even if Plaintiffs succeeded in certifying
8 one or more classes, the Parties would incur considerably more attorneys' fees and costs through
9 a possible decertification motion, trial, and possible appeal. This Settlement avoids these
10 considerable costs, risks, and the accompanying burden of continued litigation on the Court.
11 Given these risks, the settlement is in the best interest of the class.

12 11. This settlement is a fair compromise. The settlement for each participating Class
13 Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to
14 class certification, proving damages, and the costs of litigation. The settlement amount is, of
15 course, a compromise figure; it took into account what CJ Logistics contended were risks related
16 to legal issues involved. The settlement also took into account the possibility that if a settlement
17 was not reached after many more months or even years in litigation, the cost and time could
18 outweigh the benefits to the class. The proposed settlement is the product of serious, informed
19 and non-collusive negotiations and is otherwise proper; I recommended that it be given approval
20 by the Court. The recovery for each Class member is fair, especially given the risks inherent in
21 litigation and the defenses asserted. Moreover, the amounts proposed for Plaintiffs' class
22 representative Enhancement Awards, settlement administration costs, attorneys' fees and costs to
23 Class Counsel, and the LWDA's portion of PAGA civil penalties are all reasonable and
24 appropriate. This settlement is fair, adequate and reasonable and in the best interests of the Class.

25 12. Plaintiff Hicks has spent numerous hours working with Counsel in bringing this
26 class action lawsuit against CJ Logistics including: discussing the claims in this lawsuit,
27 discussing CJ Logistics' liability, providing employee records, and discussing CJ Logistics'
28 business practices. Plaintiff Hicks helped to provide documentary evidence such as employment

1 files, participated in many telephonic conferences with Counsel to discuss the case, and prepared
2 and responded to communications regarding the litigation.

3 13. Plaintiff Hicks participated in all stages of the litigation and has been continually
4 informed of all aspects of the litigation. In addition to the hours spent participating in the
5 prosecution of this case, Plaintiff Hicks accepted the potential risk of being liable for CJ
6 Logistics' costs if the case was unsuccessful. Plaintiff also risked the potential stigma of being a
7 Class Representative in a Class Action labor dispute which could affect his future employability
8 within the industry.

9 I declare under penalty of perjury that the foregoing is true and correct under the laws of
10 the State of California. Executed the 26th day of March at Tustin, California.

11 THE GOULD LAW FIRM

12
13 By: 
14 Michael A. Gould