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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 FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: September 18, 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 final approval of
6 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.

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

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

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

24 12. Moreover, the settlement has been well received by the class. It is my
25 understanding that there are no objections or opt outs to the settlement.

26 13. The Parties agreed to resolve the claim for reasonable attorneys' fees and
27 litigation expenses as part of the settlement. It was agreed that C J Logistics would pay, subject
28 to Court approval, \$716,666.67 in attorneys' fees and actual attorney litigation costs, not to

1 exceed \$60,000 (to be paid from the gross settlement amount). The payment of attorneys' fees
2 and costs by C J Logistics will cover all work performed and all expenses incurred to date; and
3 all work to be performed and expenses to be incurred up to and including entry of the final order
4 and administration of all settlement funds.

5 14. My firm undertook this action on a purely contingent basis, with no assurance of
6 recovering fees or litigation costs. Despite this lack of assurance, my firm was (and remains)
7 willing to expend considerable time and resources to prosecute the case on behalf of Plaintiffs
8 and the aggrieved employees in this matter. For over two and half years (2 1/2) years, my firm
9 has committed to this case investigation and litigation, limited its ability to take on other,
10 potentially profitable work for the firm. Moreover, under the terms of the retainer agreement in
11 this case, my firm is entitled to a contingency fee of forty (40%) when the case is set for trial
12 plus reimbursement of all costs and expenses advanced. The requested fee was negotiated with
13 Plaintiff Hicks on behalf of the aggrieved employees at the commencement of the litigation.

14 15. My normal hourly rate for litigating this type of case is \$950.00 per hour. Since I
15 have worked in the County of San Bernardino over the last 35 years, I have come to know many
16 local attorneys that practice in this county and specifically practice this type of litigation. Based
17 on my experience I know that the hourly rate of \$950.00 per hour is a reasonable hourly rate
18 charged in San Bernardino for this type of litigation.

19 16. Attorney Aarin A. Zeif's hourly rate is \$650.00 per hour. Ms. Zeif has been an
20 attorney for over eighteen (18) years and practiced employment/labor law since 2006. At my
21 firm, Ms. Zeif is responsible for every aspect of the case up to trial, including meeting with
22 clients, preparing the Complaint, preparing and responding to discovery, attending Status
23 Conferences and Motion Hearings, preparing and responding to Motions, taking and defending
24 depositions, preparing trial preparing and paperwork, often times sitting second chair at trial,
25 post-trial motions, and appeals if necessary. Ms. Zeif has also tried employment law cases to
26 judgment. Ms. Zeif has litigated wage and hour class actions in both state and federal court on
27 the issues of overtime compensation and misclassification, meal and rest breaks, vacation, final
28 payments at time of termination, off-the-clock compensation, minimum wage violations, and

failure to properly calculate premium wage rate, class actions involving the executive exemption, the administrative exemption, the outside sales exemption, the commissioned sales exemption, and the motor carrier exemption. Ms. Zeif has written many appellate briefs on issues relating to employment law, eight of which involved wage and hour issues. Three of these appeals involved appeals taken from wage and hour class action cases and issues relating to: meal and rest periods, whether a class action settlement in the amount of \$1,000,000.00 was fair, adequate and reasonable, and whether the release language in a class action settlement was overbroad. Ms. Zeif has three Appellate published opinions on issues relating to employment law, one of which related to an appeal taken from a wage and hour class action case. Based on my experience I know that Ms. Zeif's hourly rate of \$650.00 per hour is a reasonable hourly rate charged for this type of litigation and for attorneys with similar experience.

17. After litigating this case, to date, my firm has expended over 45.2 hours in prosecuting this matter. Moreover, I anticipate expending additional hours of time communicating with individuals and Counsel and carrying out the terms of the Settlement Agreement.

A breakdown of hours and tasks completed in this matter by my firm is as follows:

Pre-Filing and Investigation/Fact Investigation	8.9
Communication (Emails, Telephone Calls, Conferences, Meetings, and Correspondences)	7.9
Drafting and Reviewing Legal Documents, including motion related documents	20.8
Document Review	7.6
Total	45.2

Accordingly, my firm's lodestar is \$36,160 when using a blended rate of \$800 per hour.

18. My firm placed its own resources at risk to investigate, prosecute, and resolve this action. My firm has advanced costs and expenses in the amount of \$1,642.52 in prosecuting this Action. (see attached Exhibit No. 1). All costs advanced were necessary in prosecuting this action on behalf of aggrieved employees and were reasonable in their amount.

19. Plaintiff Hicks has spent numerous hours working with Counsel in bringing this class action lawsuit against CJ Logistics including: discussing the claims in this lawsuit, discussing CJ Logistics' liability, providing employee records, and discussing CJ Logistics' business practices. Plaintiff Hicks helped to provide documentary evidence such as employment files, participated in many telephonic conferences with Counsel to discuss the case, and prepared and responded to communications regarding the litigation.

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

I declare under penalty of perjury that the foregoing is true and correct under the laws of the State of California. Executed the 14th day of August, 2025 at Tustin, California.

THE GOULD LAW FIRM

By: Michael A. Gould
Michael A. Gould

EXHIBIT NO. 1

Hicks v. CJ Logistics

Subject	Amount
Filing Fee	\$1,509.56
Service	\$41.18
Filing of POS	\$16.78
PAGA Filing	\$75.00
TOTAL	\$1,642.52