

1 **MAKAREM & ASSOCIATES, APLC**
2 Ronald W. Makarem, Esq. (SBN 180442)
3 makarem@law-rm.com
4 Samuel Almon, Esq. (SBN 243569)
5 almon@law-rm.com
6 Daniel J. Bass, Esq. (SBN 287466)
7 bass@law-rm.com
8 11601 Wilshire Blvd., Suite 2440
9 Los Angeles, CA 90025-2440
10 Tel.: (310) 312-0299
11 Fax: (310) 312-0296

12 Attorneys for Plaintiff JOAQUIN ROJAS,
13 individually, and on behalf of all others similarly
14 situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOAQUIN ROJAS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

JAR TRANSPORTATION INC., a
California Corporation, RAYMOND
PAUL JUNE, an individual, FEDEX
GROUND PACKAGE SYSTEM, INC., a
Delaware corporation; and DOES 1
through 20, inclusive;

Defendants.

CASE NO. 21STCV15613

**PLAINTIFF'S SUPPLEMENTAL
BRIEFING IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 15, 2023

Time: 11:00 a.m.

Department: 11

Complaint Filed: April 26, 2021
Consolidated with 21STCV41706

1 **SUPPLEMENTAL BRIEFING IN SUPPORT OF PRELIMINARY APPROVAL**

2 Pursuant to the Court’s April 17, 2023 Order, Plaintiff Joaquin Rojas (“Plaintiff”) submits
3 the following further briefing in advance of the June 15, 2023 Continued Motion for Preliminary
4 Approval at 11:00 a.m. in Department 11 of the above-entitled court located at 312 North Spring
5 Street, Los Angeles, CA 90012. to California *Rules of Court*, Rule 3.769, on the grounds that the
6 settlement reached with the Defendants JAR Transportation Inc. and Raymond Paul June
7 (“Defendants”) (together with the Plaintiff, jointly hereafter the “Parties”), is fair, reasonable, and
8 adequate, achieved as the result of informed, arms-length negotiations, and deserving of approval
9 for the benefit of the Settlement Class members to whom it pertains, Plaintiff requests that the
10 Court issue an order granting preliminary approval of the Parties’ Class Action Settlement.

11 This Supplemental Briefing is in support of the Plaintiff’s previously filed Notice of
12 Motion, the attached Memorandum of Points and Authorities, the supportive declarations along
13 with the exhibits attached thereto, the pleadings and other papers filed in this action, and on any
14 further oral or documentary evidence or argument presented at the time of hearing. Specifically,
15 this supplemental briefing seeks to provide additional information requested by the Court’s April
16 17, 2023 Order. A true and correct copy of that order is attached to the Supplemental Declaration
17 of Daniel J. Bass in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
18 Settlement (“Bass Decl.”) as Exhibit “1”. Turning to each point therein:

19 **1. *Kullar v. Footlocker* Analysis:**

20 The Court requested additional information regarding Plaintiff’s expert analysis and the
21 reliability of the sampling analyzed. That information can be found in the Declaration of Bennett
22 S. Berger in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement
23 (“Berger Decl.”) and Declaration of Daniel J. Bass. Specifically, Plaintiff’s counsel was provided
24 time and earnings records for 25 of Defendants’ 91 employees identified as putative class
25 members. (Bass Decl., ¶ 4). Thereafter, Plaintiff’s counsel relayed to Berger Consulting for
26 analysis that information agreed to and provided by Defendants’ counsel. (See Berger Decl., ¶ 6).
27 This information consisted of time punch and earnings records for 25 sample class members for
28 the dates of July 2020 through June 2022. (*Id.*) Just like the current class size estimate, as of

1 mediation the class size including all locations was estimated to be 91 employees. (*Id.* at ¶ 7).
2 According to Berger, using the industry standard statistical sample size calculator from Raosoft,
3 the 25 employees analyzed out of the class size of 91 employees provides a 92% confidence level
4 with an 15% margin of error. (*Id.*)

5 Utilizing this data Berger Consulting provided an analysis of the potential violations
6 Plaintiff’s counsel used in mediation and to negotiated the present settlement. (Bass Decl., ¶ 5).
7 This analysis included an analysis for meal break violations on a year-by-year basis as well as by
8 employee. (Berger Decl., ¶ 8) The meal violation rate ranged from 22.0% to 68.9% with a
9 consistent downward trend year-over-year, and an average violation rate of 46.4%. (*Id.*) The data
10 provided also showed 491 meal premium payments were paid, reducing potential violations to
11 approximately 539 instances in the sampling and resulting in a 24.3% violation rate. (*Id.*) The
12 median meal break violation rate for the employees before premium payments was also calculated
13 to be 42.9% which Berger Consulting explained provided additional confidence that the sampling
14 was representative. (*Id.*) Plaintiff’s counsel and Berger Consulting can provide additional
15 information at the Court’s request. (Bass Decl., ¶ 6; Berger Decl., ¶ 9)

16 **2. Adequacy of Class Representative:**

17 The Court also requested a declaration from Plaintiff “by which the Court can ascertain
18 his adequacy as a class representative.” (Bass Decl., Exh. 1) That declaration can be found in the
19 Declaration of Joaquin Rojas filed contemporaneously herewith. (*See* Declaration of Joaquin
20 Rojas [“Rojas Decl.”]). Mr. Rojas sought recovery not only for himself but his fellow employees,
21 despite knowing the risks and time it would take to act as a class representative rather than
22 seeking recovery for himself individually. (Rojas Decl., ¶¶ 4-5). Moreover, Mr. Rojas has been—
23 and continues to be—closely involved and diligent in this matter from its outset through
24 settlement. (Rojas Decl., ¶¶ 6-9). Indeed, Mr. Rojas recognizes his need to stay involved in this
25 matter and has sworn to do so, not just for his own sake, but for that of his fellow class members.
26 (Rojas Decl., ¶ 10).

27 Plaintiff has taken the extraordinary step of challenging his former employer’s actions by
28 bringing this case. (Bass Decl., ¶ 7) Plaintiff did so in the belief that he, and the members of the

1 Settlement Class, were, in fact, entitled to the relief sought in this case. (*Id.*) Until this case was
2 filed, no one was pursuing the claims raised in this matter. (*Id.*) Plaintiff's actions have resulted
3 in a recovery for the members of the Settlement Class, and the service enhancement he seeks is
4 reasonable. (*Id.*)

5 Plaintiff fully participated in this action throughout the pendency of the litigation. (Bass
6 Decl., ¶ 8) He was kept well informed of the nature and extent of settlement discussions and
7 approved the same. (*Id.*) Absent the actions taken by Plaintiff, none of the Settlement Class
8 Members would have reaped the rewards of this action. (*Id.*)

9 **3. Submission of Settlement to the LWDA:**

10 On January 31, 2023, concurrently with Plaintiff's prior filing, Plaintiff's counsel
11 submitted the proposed settlement to the LWDA through online submission under LWDA case
12 number LWDA-CM-830300-21. (Bass Decl., ¶ 9) Similarly, just prior to this filing Plaintiff's
13 counsel resubmitted the previously submitted settlement, approval documents and supportive
14 declarations as well as this further briefing and declarations to the LWDA to provide further
15 notice of the current hearing date and settlement terms. (Bass Decl., ¶ 10, Exh. 2) Plaintiff will do
16 so again and provide evidence of Plaintiff's submissions at final approval before the Court rules
17 on approval of the PAGA settlement. (Bass Decl., ¶ 11)

18 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily
19 approve the proposed settlement and enter the Proposed Order submitted with the Parties March
20 24, 2023 Joint Stipulation and Proposed Order Granting Plaintiff's Motion for Preliminary
21 Approval of Class Action Settlement.

22 Dated: May 16, 2023

MAKAREM & ASSOCIATES, APLC

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24 By: Daniel Bass
Daniel J. Bass, Esq.
Attorneys for Plaintiff
JOAQUIN ROJAS
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