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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

**DECLARATION OF BENNETT S.
BERGER IN SUPPORT OF
PLAINTIFF'S 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

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1. I make this declaration in the above-entitled action, in support of plaintiff's motion for preliminary approval of class action settlement agreement. I am over the age of 18 and have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

Background

3. I received my Bachelors of Art in Business Management Economics from the University of California, Santa Cruz in 2011. During my education I put an emphasis in finance and studied topics including statistical analysis, information systems management and corporate finance.

5. I have provided expert analysis and been deposed in the following wage and hour class actions.

- 1 • Turner v Charter Communications – AAA Case No. 01-22-0001-5254
2 • Harper v Charter Communications – AAA Case No. 01-19-0004-5743
3 • Feltzs v Cox Communications – Case No. 8:19-CV-02002-JVS-JDE
4 • Domingo v Prime Healthcare Paradise Valley – Case No. 37-2019-00023576-CU-
OE-CTL –
5 • Ward v Sutter Valley Hospitals – Case No. 2:19-CV-00581-KJM-AC
6 • Sanchez v ARB, Inc. – Case No. 30-2016-00837130-CU-OE-CXC
7 • Feltzs v Cox Communications – Case No. 8:19-CV-02002-JVS-JDE
8 • Libreros v LLR, Inc dba Lularoe – Case No. RIC1714426
9 • Hankey v The Home Depot USA – Case No. 2:19-cv-00413-JAM-CKD
10 • Mkhitarian v Bank of the West, – Case No. BC691989
11 • Santos v United Parcel Services, Inc. – Case No. 3:18-cv-03177-EMC
12 • Cessna v Southern California Edison Company – Case No. BC689081
13 • Gamboa v PAFCO - Case No. CIVDS1605273
14 • Fuller v TWC - Case No. 3:17-cv-01513-DMS-AGS
15 • Avila v Simply Right - Case No. BC538100
16 • Pineda v Lithographix - Case No. BC612372
17 • Cacho v Eurostar - Case No. BC558689
18 • Barajas v WHM - Case No. BC491045

Materials Reviewed

14 6. Makarem provided records including time punch and earnings records for 25 sample
15 class members from July 2020 through June 2022. It is my understanding this is the full sampling
16 that was agreed upon by both plaintiff and defendant in order to access the damages in this matter.

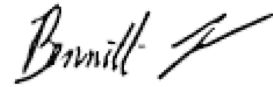
Class Statistics

18 7. As of the date of mediation, I understand Defendant provided the class size including
19 all locations to be 91 employees. Using the industry standard statistical sample size calculator from
20 Raosoft, the 25 employees analyzed out of the class size of 91 employees gives us a 92% confidence
21 level with an 15% margin of error.

22 8. The data was analyzed for meal break violations on a year-by-year basis as well as
23 by employee. The meal violation rate ranged from 22.0% to 68.9% with a consistent downward
24 trend year-over-year, and an average violation rate of 46.4%. The data provided also showed 491
25 meal premium payments were paid, reducing potential violations to approximately 539 instances
26 in the sampling and resulting in a 24.3% violation rate. The median meal break violation rate for
27 the employees before premium payments was also 42.9% which gives us additional confidence that
28 the sampling is representative.

1 9. I may be asked to develop additional analysis, observations, and queries in
2 connection with any data counsel for plaintiff provides after the date this declaration is signed. If
3 requested, I could conduct the same or similar analyses as described in this declaration. At that
4 time, if appropriate, I can prepare a supplement to this declaration.

5 I declare under penalty of perjury of the laws of United States of America in the state of
6 California that the foregoing is true and correct. Executed on May 10, 2023 in Frisco, Texas.

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Bennett S. Berger