

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement
3 Agreement”) is made by and between Plaintiff Juan Juarez Perez (“Plaintiff”) and Defendant Jupiter, LLC
4 (“Defendant”) (together, with Plaintiff, the “Parties”).

5 This Settlement Agreement shall be binding on Plaintiff, Participating Class Members (as defined
6 below), PAGA Group Members (as defined below), the State of California (as set forth herein), and on
7 Defendant, subject to the terms and conditions hereof and approval of the Court.

8 **I. DEFINITIONS**

9 In addition to other terms defined in this Agreement, the terms below have the following meaning
10 in this Agreement:

11 A. “Action” means the action entitled *Juan Juarez Perez v. Jupiter, LLC*, Case No.
12 RG20084193 pending in the Superior Court of the State of California, County of Alameda.

13 B. “Class” means all current and former hourly-paid and/or non-exempt employees who were
14 employed by Defendant in the State of California at any time during the Class Period.

15 C. “Class Member” means a member of the Class.

16 D. “Class Counsel” means Edwin Aiwasian, Arby Aiwasian, Joanna Ghosh, and Selena
17 Matavosian of Lawyers *for* Justice, PC.

18 E. “Class Counsel Fees Payment” and “Litigation Expenses Payment” mean the amounts to
19 be paid to Class Counsel for attorneys’ fees and reimbursement of litigation expenses, respectively, as
20 approved by the Court, to compensate them for their legal work in connection with the Action, including
21 their pre-filing investigation, filing of the Action, all related litigation activities, all Settlement work, all
22 post-Settlement compliance procedures, and related litigation expenses incurred in connection with the
23 Action.

24 F. “Class Data” means a complete list of all Class Members that Defendant will diligently
25 and in good faith compile from their records and provide to the Settlement Administrator. The Class
26 Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class
27 Member’s full name, last known mailing address, Social Security Number, start and end dates of
28 employment as a hourly-paid or non-exempt employee for Defendant in California during the Class

1 Period and, if applicable, during the PAGA Period, and such other information and data as necessary for
2 the Settlement Administrator to independently calculate the Workweeks (as defined below).

3 G. "Class Notice" means the Notice of Class Action Settlement, substantively in the form
4 attached hereto as **Exhibit A** to this Agreement and incorporated by reference into this Agreement.

5 H. "Class Period" means the period from December 17, 2016 through August 5, 2022, or the
6 Alternate End Date, if applicable pursuant to Section IV.C.5.

7 I. "Class Settlement" means the settlement and release of all Released Class Claims.

8 J. "Court" means the Superior Court of the State of California for the County of Alameda.

9 K. "Defendant's Counsel" means Amy L. Lessa and Nicole E. Stenoish of Fisher & Phillips
10 LLP.

11 L. "Effective Date" means the date when all of the following events have occurred: (1) the
12 Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (2)
13 the Court has given and entered preliminary approval to the Settlement; (3) the Class Notice has been
14 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
15 Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and
16 entered a Final Approval Order and Judgment; and (5) the later of the following events: five (5) business
17 days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final
18 Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding
19 having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's Final
20 Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other
21 appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right
22 to pursue further remedies or relief.

23 M. "Final Approval" means the determination by the Court that the Settlement is fair,
24 reasonable, and adequate, and entry of judgment based thereon.

25 N. "Final Approval Hearing" means the hearing to be conducted by the Court to determine
26 whether to approve finally and implement the terms of this Agreement and enter the Final Approval Order
27 and Judgment.

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1 O. "Gross Settlement Amount" means Three Hundred Thousand Dollars (\$300,000.00) to be
2 paid by Defendant in two installments (as described below and subject to Section IV.D.9), in full
3 resolution of all Released Class Claims, Released PAGA Claims, and the Action. This amount is an all-
4 in amount without any reversion to Defendant and will be inclusive of all payments of the Individual
5 Settlement Shares to the Participating Class Members, Individual PAGA Payments to PAGA Group
6 Members, Settlement Administration Expenses to the Settlement Administrator, Class Counsel Fees
7 Payment to Class Counsel, Litigation Expenses Payment to Class Counsel, Service Payment to Plaintiff,
8 and LWDA Payment to the LWDA, as set forth in this Agreement. The employer's share of payroll taxes
9 on the Wages Portion of the Individual Settlement Shares ("Employer Taxes") will be paid by Defendant
10 separately and in addition to the Gross Settlement Amount.

11 P. "Individual PAGA Payment" means a PAGA Group Member's *pro rata* share of the PAGA
12 Group Member Amount that a PAGA Group Member is eligible to receive under the PAGA Settlement,
13 to be calculated in accordance with Section IV.B.3.a below.

14 Q. "Individual Settlement Payment" means the net payment of each Participating Class
15 Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings
16 with respect to the Wages Portion of the Individual Settlement Share.

17 R. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that
18 a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance
19 with Section IV.C.2 below.

20 S. "LWDA Payment" means the amount that the Parties have agreed to pay the LWDA for
21 its seventy-five percent (75%) share of the PAGA Payment, as set forth in Section IV.B.3 below.

22 T. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is
23 available for distribution to Participating Class Members for the Class Settlement, which is the Gross
24 Settlement Amount less the Court-approved amounts for the Service Payment, Class Counsel Fees
25 Payment, Litigation Expenses Payment, PAGA Payment, and Settlement Administration Expenses.

26 U. "Non-Participating Class Member" means a Class Member who submits a valid and timely
27 Request for Exclusion from the Class Settlement.

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1 V. "PAGA Group" or "PAGA Group Member(s)" means all current and former hourly-paid
2 and/or non-exempt employees who were employed by Defendant in the State of California at any time
3 during the PAGA Period.

4 W. "PAGA Payment" means Sixty Thousand Dollars (\$60,000.00) of the Gross Settlement
5 Amount allocated as civil penalties under the Private Attorneys General Act, California Labor Code §
6 2698, *et seq.* ("PAGA"). Seventy-five percent (75%) of the PAGA Payment, or Forty-Five Thousand
7 Dollars (\$45,000.00), will be payable to the Labor and Workforce Development Agency ("LWDA")
8 ("LWDA Payment"), and the remaining twenty-five percent (25%), or Fifteen Thousand Dollars
9 (\$15,000.00), will be distributed on a *pro rata* basis to PAGA Group Members based on their Workweeks
10 during the PAGA Period ("PAGA Group Member Amount").

11 X. "PAGA Period" means the period from November 5, 2019 through August 5, 2022, or the
12 Alternate End Date, if applicable pursuant to Section IV.C.5.

13 Y. "PAGA Settlement" means the settlement and release of Released PAGA Claims.

14 Z. "Participating Class Member" means a Class Member who does not submit a valid and
15 timely Request for Exclusion from the Class Settlement.

16 AA. "Preliminary Approval" means entry of the Court order granting preliminary approval of
17 the Settlement Agreement.

18 BB. "Released Class Claims" means any and all claims, rights, demands, liabilities, and causes
19 of action of any nature or description, under state, federal, or local law, that were litigated in the Operative
20 Complaint against Defendant or could have been litigated based on the facts and circumstances alleged in
21 the Operative Complaint against Defendant, arising during the period from December 17, 2016 through
22 Preliminary Approval, including but not limited to, all claims under the California Labor Code, Industrial
23 Welfare Commission Wage Orders, related orders of the California Industrial Commission, Business and
24 Professions Code section 17200, *et seq.*, regulations, and/or other provisions of law for failure to pay
25 overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide
26 compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay
27 wages upon termination, failure to timely pay wages during employment, failure to provide compliant
28 wage statements, failure to keep requisite payroll records, failure to reimburse necessary business

1 expenses, and violation of California’s unfair competition law (California Business and Professions Code
2 section 17200, *et seq.*) based on the aforementioned, for violations of California Labor Code sections 201,
3 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802,
4 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001, 4-2001,
5 5-2001, 7-2001, and 8-2001.

6 CC. “Released PAGA Claims” means any and all claims for civil penalties under the Private
7 Attorneys General Act, California Labor Code Section 2698, *et seq.*, arising out of the facts alleged in
8 Plaintiff’s LWDA Letter, arising during the period from November 5, 2019 through Preliminary
9 Approval, for failure to pay overtime wages, failure to provide compliant meal period and associated
10 premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum
11 wages, failure to timely pay wages upon termination, failure to timely pay wages during employment,
12 failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse
13 necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a),
14 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare
15 Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, and
16 8-2001.

17 DD. “Released Parties” means Defendant Jupiter, LLC, and its former, present, and future
18 owners, parents, predecessors, successors, affiliates, subsidiaries, divisions, investors, and all of their
19 current, former, or future officers, directors, members, managers, agents, consultants, employees,
20 attorneys, accountants, representatives, partners, shareholders, joint ventures, insurers, successors, and
21 assigns.

22 EE. “Request for Exclusion” means the written request by a Class Member to exclude himself
23 or herself from the Class Settlement submitted in accordance with Section IV.D.3.a below.

24 FF. “Service Payment” means the amount to be paid to Plaintiff in recognition of his efforts in
25 prosecuting the Action, as set forth in Section IV.B.1 below.

26 GG. “Settlement Administrator” means Phoenix Settlement Administrators, the third-party
27 administrator proposed by the Parties and approved by the Court for purposes of administering the
28 Settlement. The Parties and their counsel each represent that they do not have any financial interest in

1 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
2 could create a conflict of interest.

3 HH. "Settlement Administration Expenses" means the expenses payable from the Gross
4 Settlement Amount, subject to Court approval, to the Settlement Administrator for administration of the
5 Settlement, as set forth in Section IV.B.4 below.

6 II. "Workweek(s)" means the number of weeks each Class Member was employed by
7 Defendant as a hourly-paid and/or non-exempt employee in California during the Class Period and the
8 number of weeks each PAGA Group Member was employed by Defendant as a hourly-paid and/or non-
9 exempt employee in California during the PAGA Period, which will be calculated by the Settlement
10 Administrator by dividing the total number of calendar days in which each Class Member worked for
11 Defendant during the applicable Class Period and/or PAGA Period (less any days on a leave of absence)
12 by seven (7).

13 **II. RECITALS**

14 A. On November 5, 2020, Plaintiff sent a letter to the LWDA and Defendant, regarding his
15 intent to pursue civil penalties for claimed violations of California Labor Code sections 201, 202, 203,
16 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC
17 Wage Orders, including *inter alia*, Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, and 8-2001
18 ("LWDA Letter").

19 B. On December 17, 2020, Plaintiff filed a Class Action Complaint for Damages against
20 Defendant in the Superior Court of the State of California for the County of Alameda, Case No.
21 RG20084193, alleging causes of action for violation of (1) California Labor Code §§ 510 and 1198
22 (Failure to Pay Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant
23 Meal Periods and Associated Premiums), (3) California Labor Code § 226.7 (Failure to Provide Compliant
24 Rest Periods and Associated Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Failure to
25 Pay Minimum Wages), (5) California Labor Code §§ 201 and 202 (Failure to Timely Pay Final Wages),
26 (6) California Labor Code § 204 (Failure to Timely Pay Wages During Employment), (7) California Labor
27 Code § 226(a) (Failure to Provide Compliant Wage Statements), (8) California Labor Code § 1174(d)
28 (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Failure to

1 Reimburse Business Expenses), and (10) California Business & Professions Code § 17200, *et seq.*

2 C. On January 12, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages
3 & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. that
4 added a California Private Attorney General Act cause of action (the “Operative Complaint” or “First
5 Amended Complaint”).

6 D. On or around April 7, 2021, Defendant filed an Answer to the First Amended Complaint.

7 E. Defendant denies all material allegations set forth in the Action and has asserted
8 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
9 Defendant desires to fully and finally settle the Action and Released Class Claims and Released PAGA
10 Claims.

11 F. Class Counsel in the Action diligently investigated the allegations asserted in the Action
12 and evaluated the claims against Defendant, including any and all applicable defenses and the applicable
13 law. The investigation included, *inter alia*, the exchange of information, data, and documents, and
14 review of numerous corporate policies and practices.

15 G. On February 8, 2022, the Parties participated in an all-day mediation presided over by
16 Jeffrey Krivis, Esq. (the “Mediator”), a respected mediator of wage and hour class actions. At the
17 mediation, the Parties were unable to reach a settlement. The Parties continued settlement negotiations
18 and with the assistance of the Mediator’s evaluations, the Parties ultimately reached the settlement that
19 is memorialized herein, after accepting the Mediator’s proposal. The settlement discussions were
20 conducted at arm’s-length, and the settlement is the result of an informed and detailed analysis of
21 Defendant’s potential liability and exposure in relation to the costs and risks associated with continued
22 litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation
23 and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on
24 the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
25 interest of the Class Members, the State of California, and PAGA Group Members in light of all known
26 facts and circumstances, including the risk of significant delay and uncertainty associated with litigation
27 and various defenses asserted by Defendant.

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1 H. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
2 for the purpose of compromising significantly disputed claims and that nothing herein is an admission of
3 liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved and
4 does not become effective, it will be of no force or effect, and the Parties shall be returned to their original
5 respective positions.

6 Based on the aforementioned recitals that are a part of this Agreement, the Parties agree as follows:

7 **III. CLASS CERTIFICATION**

8 A. For purposes of this settlement only, the Parties stipulate to the certification of the Class.

9 B. The Parties agree that certification for the purpose of settlement is not an admission that
10 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
11 whatever reason, the Court not grant Final Approval, or if the Final Approval Order and Judgment
12 thereon does not become final, the Parties' stipulation to class certification as part of the Settlement
13 shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in
14 connection with, the issue of whether or not certification would be appropriate or inappropriate in a non-
15 settlement context in this or any other proceeding.

16 **IV. SETTLEMENT TERMS AND CONDITIONS**

17 A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement,
18 including Section IV.C.5, the Gross Settlement Amount that Defendant will pay under this Settlement is
19 Three Hundred Thousand Dollars (\$300,000.00) to be paid in two installments. This amount is all-
20 inclusive of all payments contemplated in this resolution, excluding any Employer Taxes, which will be
21 separately paid by Defendant to the Settlement Administrator. The entire Gross Settlement Amount will
22 be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross
23 Settlement Amount will revert to Defendant.

24 B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of
25 this Agreement, the Settlement Administrator will make the following distributions out of the Gross
26 Settlement Amount:

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1 1. **To Plaintiff:** In recognition of his efforts and work in prosecuting the Action, and
2 in exchange for Plaintiff's execution of a general release of all claims against Defendant in Plaintiff's
3 individual capacity and California Civil Code Section 1542, as outlined in Section IV.E.3, Plaintiff will
4 apply to the Court for an award of not more than Seven Thousand Five Hundred Dollars (\$7,500.00) as
5 a Service Payment. Defendant will not oppose a Service Payment of up to \$7,500.00 for Plaintiff. The
6 Settlement Administrator will distribute the Court-approved Service Payment out of the Gross Settlement
7 Amount, in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment, subject
8 to Court approval. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Service
9 Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this
10 compensation for tax purposes and for paying any taxes on the amounts received. If the Court approves
11 a Service Payment of less than \$7,500.00 for Plaintiff, the difference between the lesser amount
12 approved by the Court and the amount allocated toward the Service Payment will be part of the Net
13 Settlement Amount for the benefit of Participating Class Members.

14 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more
15 than thirty-five percent (35%) of the Gross Settlement Amount, which is presently One Hundred Five
16 Thousand Dollars (\$105,000.00) for attorneys' fees (i.e., Class Counsel Fees Payment) and an amount
17 not more than Thirty Thousand Dollars (\$30,000.00) for reimbursement of actual litigation costs and
18 expenses incurred (i.e., Litigation Expenses Payment). Defendant will not oppose a request for the Class
19 Counsel Fees Payment and Litigation Expenses Payment consistent with this Agreement and approved
20 by the Court. The Settlement Administrator will distribute the Class Counsel Fees Payment and
21 Litigation Expenses Payment out of the Gross Settlement Amount, subject to Court approval. These
22 amounts will cover any and all work performed and any and all costs incurred by Class Counsel in
23 connection with the litigation of the Action, including without limitation all work performed and costs
24 incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining
25 the Court's approval of this Settlement Agreement, including any objections raised and any appeals
26 necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly
27 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
28 With respect to the Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel, the

1 Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other
2 attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase and/or use of
3 attorney fee deferral vehicles for Class Counsel, by the Settlement Administrator, will be paid separately
4 by Class Counsel and will not be included within the Settlement Administration Expenses. If the Court
5 approves a Class Counsel Fees Payment or a Litigation Expenses Payment of less than these amounts,
6 the difference between the lesser amount approved by the Court and the amount allocated toward the
7 Class Counsel Fees Payment and Litigation Expenses Payment will be part of the Net Settlement
8 Amount for the benefit of Participating Class Members. Class Counsel assumes full responsibility and
9 liability for taxes owed on the Class Counsel Fees Payment and Litigation Expenses Payment to Class
10 Counsel.

11 3. **To the Labor Workforce and Development Agency and PAGA Group**
12 **Members.** The Parties will seek approval from the Court for the PAGA Payment of Sixty Thousand
13 Dollars (\$60,000.00) out of the Gross Settlement Amount, of which seventy-five percent (75%), or
14 \$45,000.00, will be distributed to the LWDA (i.e., LWDA Payment) and twenty-five percent (25%), or
15 \$15,000.00, will be distributed to the PAGA Group Members on a *pro rata* basis (i.e., PAGA Group
16 Member Amount). If the Court approves a PAGA Payment of less than \$60,000.00, the remainder will
17 be part of the Net Settlement Amount for the benefit of Participating Class Members.

18 a. **Individual PAGA Payment Calculation.** Individual PAGA Payments
19 will be calculated and apportioned from the PAGA Payment based upon the number of Workweeks each
20 PAGA Group Member worked during the PAGA Period, as follows: the Settlement Administrator will
21 divide the PAGA Group Member Amount by the Workweeks of all PAGA Group Members during the
22 PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Group Member’s
23 individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her
24 Individual PAGA Payment that he or she is eligible to receive under the PAGA Settlement. The
25 Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable.
26 PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual
27 PAGA Payment.

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1 4. **To the Settlement Administrator.** The Settlement Administrator will distribute out of
2 the Gross Settlement Amount, to itself, its reasonable fees and expenses, as approved by the Court, in an
3 amount not to exceed Eleven Thousand Dollars (**\$11,000.00**) (i.e., **Settlement Administration Expenses**).
4 These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will
5 include, *inter alia*, **translating the Class Notice into Spanish**, printing, distributing, and tracking Class
6 Notices and other documents for this Settlement, calculating and distributing payments due under the
7 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,
8 and remittances, providing necessary reports and declarations, and other duties and responsibilities set
9 forth herein to process this Settlement, and as requested by the Parties. The Settlement Administrator
10 shall transmit the required Employer Taxes and employees' share of the withholdings to the appropriate
11 state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that
12 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
13 468B-1. To the extent actual Settlement Administration Expenses are greater than the estimated amount
14 stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to
15 approval by the Court. To the extent the Settlement Administration Expenses approved by the Court are
16 less than \$11,000.00, the remainder will be part of the Net Settlement Amount for the benefit of
17 Participating Class Members. The Parties each represent they do not have a financial interest in the
18 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
19 creates or could create a conflict of interest.

20 C. **Payments from the Net Settlement Amount.** The Net Settlement Amount will be the
21 remainder of the Gross Settlement Amount after deducting the Service Payment, Class Counsel Fees
22 Payment, Litigation Expenses Payment, PAGA Payment, and Settlement Administration Expenses. The
23 Net Settlement Amount will be distributed to Participating Class Members as follows:

24 1. **Individual Settlement Share.** Subject to the terms and conditions of this
25 Agreement, the Settlement Administrator will distribute an Individual Settlement Share from the Net
26 Settlement Amount to each Participating Class Member. The submission of a claim form is not required
27 in order for a Participating Class Member to be paid their Individual Settlement Share.

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1 2. **Individual Settlement Share Calculation.**

2 a. After Preliminary Approval of the Settlement, the Settlement Administrator
3 will determine the Workweeks each Class Member worked during the Class Period, divide the Net
4 Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the
5 “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks during the
6 Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share
7 that he or she may be eligible to receive under the Class Settlement.

8 b. After Final Approval of the Settlement, the Settlement Administrator will
9 divide the final Net Settlement Amount by the Workweeks of all Participating Class Members during the
10 Class Period to yield the “Final Workweek Value,” and multiply each Participating Class Member’s
11 individual Workweeks during the Class Period by the Final Workweek Value to yield his or her
12 Individual Settlement Share.

13 3. **Withholding.**

14 a. Each Individual Settlement Share will be allocated as follows: twenty
15 percent (20%) wages (the “Wage Portion”) and eighty percent (80%) interest, penalties, and non-wage
16 damages (“Non-Wage Portion”). The Wage Portion will be reported on an IRS Form W-2 and the Non-
17 Wage Portion will be reported on IRS Form 1099 (if applicable) by the Settlement Administrator. The
18 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to
19 the Wages Portion of the Individual Settlement Shares, and issue checks to Participating Class Members
20 for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these
21 taxes and withholdings). The Settlement Administrator will not undertake any withholding with
22 respect to the Non-Wage Portion of Individual Settlement Shares. Any payment for an Individual
23 PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an
24 IRS Form-1099, if necessary; the Settlement Administrator will not undertake any withholding with
25 respect to the Individual PAGA Payment. Employer Taxes will be paid separately and in addition to
26 the Gross Settlement Amount. Participating Class Members and PAGA Group Members assume full
27 responsibility and liability for any taxes owed on any portion of their Individual Settlement Payment
28 and/or Individual PAGA Payment.

1 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members
2 will not be issued an Individual Settlement Share, and their Request for Exclusion will not reduce the
3 Gross Settlement Amount or the Net Settlement Amount. Any Non-Participating Class Member’s
4 respective estimated Individual Settlement Share will remain a part of the Net Settlement Amount for
5 distribution to Participating Class Members on a *pro rata* basis.

6 5. **Escalator Clause.** Defendant has represented that for the period December 17,
7 2016 to January 10, 2022, there were 385 Class Members and approximately 19,797 Workweeks. If it is
8 determined that the total number of Workweeks actually exceeds 19,797 by more than ten percent (10%)
9 by August 5, 2022, Defendant will have the option to: (a) increase the Gross Settlement Amount on a *pro*
10 *rata* basis by the number of Workweeks in excess of 10% (e.g., if the Workweeks exceed 19,797 by 11%,
11 the Gross Settlement Amount will increase by 1%) or (b) shorten the Class Period (and also the PAGA
12 Period) to the last date on which the Workweeks do not exceed 21,777 (“Alternate End Date”). Defendant
13 will provide sufficient information to the Settlement Administrator to assess whether this 10% threshold
14 is triggered.

15 D. **Procedure for Approving Settlement.**

16 1. **Motion for Preliminary Approval of Settlement by the Court.**

17 a. After execution of this Settlement Agreement, Plaintiff will file a motion
18 for preliminary approval of the Settlement with the Court for an order granting preliminary approval of
19 the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the
20 “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice,
21 the proposed orders, or other documents necessary to implement the Settlement will be referred to the
22 Mediator for resolution.

23 b. At the hearing on the Motion for Preliminary Approval, the Parties will
24 jointly appear, support the granting of the motion, and submit a proposed order granting Preliminary
25 Approval of the Settlement.

26 c. In support of Plaintiff’s motion for preliminary approval of the Settlement,
27 Defendant shall provide a declaration regarding their financial position, the nature of Defendant’s
28 business operations, the makeup of Defendant’s workforce, the extent of pre-mediation discovery

1 provided by Defendant, and its need to fund the Gross Settlement Amount in two installment payments.

2 d. Should the Court decline to preliminarily approve material aspects of the
3 Settlement (including, but not limited to, the scope of releases of claims or the binding effect of the
4 Settlement on Participating Class Members or PAGA Group Members), the Parties shall work together
5 in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's
6 approval.

7 2. **Notice to Class Members.** After the Court enters an order granting Preliminary
8 Approval of the Settlement ("Order Granting Preliminary Approval"), every Class Member will be sent
9 the Class Notice as follows:

10 a. No later than fourteen (14) calendar days after the Court enters an Order
11 Granting Preliminary Approval, Defendant will provide to the Settlement Administrator an electronic
12 database containing the Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant
13 will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree
14 upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information
15 will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
16 taxing authorities, or pursuant to Defendant's express written authorization or by order of the Court. All
17 Class Data will be used for settlement notification and settlement administration and will not be used for
18 any other purpose by Class Counsel.

19 b. Using best efforts to mail it as soon as possible, and in no event later than
20 fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator will search the
21 U.S. Postal Service's National Change of Address database to attempt to locate updated mailing addresses
22 for Class Members (and use the updated mailing addresses that are located, in lieu of the mailing address
23 information provided by Defendant in the Class Data) and mail the Class Notice in English and Spanish
24 to all Class Members via first-class U.S. Mail.

25 c. If a Class Notice is returned as undeliverable, and without a forwarding
26 address, on or before the Response Deadline, the Settlement Administrator will promptly, within five (5)
27 calendar days of receipt, search for a more current address for the Class Member by way of skip trace
28 and re-mail the Class Notice to an alternate address located through skip trace. The Settlement

1 Administrator will use the Class Data and otherwise work with Defendant to find a more current address.
2 If a Class Notice is returned as undeliverable, and with a forwarding address, on or before the Response
3 Deadline, the Settlement Administrator will promptly, within five (5) calendar days of receipt, re-mail
4 the Class Notice to the forwarding address. If the Class Notice is re-mailed, the Settlement Administrator
5 will note for its own records the date and address of each such re-mailing and notify Class Counsel and
6 Defendant’s Counsel of the re-mailing, as part of a weekly status report provided to the Parties.

7 d. The Settlement Administrator must, on a weekly basis, provide written
8 reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices
9 mailed or re-mailed, Class Notices returned undelivered, the number of Requests for Exclusion from the
10 Class Settlement, objections to the Class Settlement, and Workweeks Disputes it receives (“Weekly
11 Report”).

12 e. Not later than sixteen (16) court days before the date by which Plaintiff files
13 the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for
14 filing with the Court a declaration of due diligence setting forth its compliance with its obligations under
15 this Agreement and detailing the number of Requests for Exclusion it received (including the numbers
16 of valid and deficient submissions), the names of all Non-Participating Class Members, the number of
17 Workweeks Disputes received (including the numbers of valid and deficient submissions) and the
18 outcome of these disputes, the number of objections received (including the numbers of complete and
19 deficient submissions), and attaching the objections received. Prior to the Final Approval Hearing, the
20 Settlement Administrator will supplement its declaration of due diligence if any material changes occur
21 from the date of the filing of its prior declaration.

22 3. **Objections, Workweeks Disputes, and Requests for Exclusion.** Class Members
23 may submit a Request for Exclusion from the Class Settlement, Participating Class Members may submit
24 objections to the Class Settlement (including objections to Class Counsel Fees Payment, Litigation
25 Expenses Payment, and Service Payment), and Class Members and PAGA Group Members may also
26 submit disputes as to Workweeks allocated to them, pursuant to the following procedures:

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1 a. **Requests for Exclusion from the Class Settlement.** The Parties agree,
2 and the Class Notice will provide, that Class Members who wish to exclude themselves from the Class
3 Settlement must send a signed Request for Exclusion to the Settlement Administrator by mail,
4 postmarked no later than forty-five (45) calendar days after the Settlement Administrator mails the Class
5 Notice (“Response Deadline”). A Request for Exclusion must: (1) contain the case name and number of
6 the Action; (2) state the Class Member’s full name, address, telephone number, and last four digits of his
7 or her Social Security number; (3) be signed; and (4) clearly state that the Class Member requests to be
8 excluded from the Class Settlement. If a question is raised about the authenticity of a signed Request for
9 Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class
10 Member’s identity. A Non-Participating Class Member will not participate in or be bound by the Class
11 Settlement or to portions of the Final Approval Order and Judgment that apply to the Class Settlement
12 (however, if a Non-Participating Class Member is a PAGA Group Member, he or she will nevertheless
13 be bound to the PAGA Settlement and the portions of the Final Approval Order and Judgment that apply
14 to the PAGA Settlement). A Class Member who does not complete and mail a valid and timely Request
15 for Exclusion in the manner and by the deadline specified above will automatically be deemed a
16 Participating Class Member and be bound by all terms and conditions of the Class Settlement, including
17 the release of Released Class Claims, if the Settlement is approved by the Court, and by the Final
18 Approval Order and Judgment (as it pertains to the Class Settlement), regardless of whether he or she has
19 objected to the Class Settlement. Non-Participating Class Members shall not be permitted to file
20 objections to the Class Settlement or appear at the Final Approval Hearing to voice any objections to the
21 Class Settlement.

22 All Participating Class Members who do not submit a valid and timely Request for Exclusion
23 will be issued an Individual Settlement Share, without the need to file a claim form, and will be bound
24 by all of the terms of the Class Settlement, including without limitation, the release of the Released Class
25 Claims as set forth in this Agreement. Any Class Member who submits a valid and timely Request for
26 Exclusion is nevertheless bound to the PAGA Settlement if he or she is a PAGA Group Member, as
27 well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement, as
28 it pertains to the PAGA Settlement.

b. Objections to the Class Settlement.

The Parties agree, and the Class Notice will provide, that only Participating Class Members may object to the Class Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator (who will provide copies to the Parties' counsel and attach copies to its declaration that is filed with the Court in advance of the Final Approval Hearing) by mail, postmarked no later than the Response Deadline. A written objection must: (1) contain the case name and number of the Action; (2) state the Participating Class Member's full name, address, telephone number, and last four digits of his or her Social Security number; (3) be signed; (4) clearly set forth the grounds for the objection; (5) attach any documentation that the objection is based upon; and (6) identify any counsel representing the Participating Class Member with respect to the objection. In addition to submitting a written objection, or alternatively, Participating Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Class Settlement or any aspect thereof. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Class Settlement or any aspect thereof. Non-Participating Class Members shall have no ability to comment on or object to the Class Settlement.

c. Workweeks Disputes.

The Parties agree, and the Class Notice will provide, that each Class Member may dispute the number of Workweeks allocated to him or her during the Class Period and/or PAGA Period. Any dispute as to this allocation will be resolved by the Settlement Administrator. Any such dispute must be in writing and sent to the Settlement Administrator, by mail, postmarked no later than the Response Deadline. A written dispute ("Workweeks Dispute") must: (1) contain the case name and number of the Action; (2) state the Class Member's full name, address, telephone number, and last four digits of his or her Social Security number; (3) be signed; (4) clearly state that the Class Member disputes the number of Workweeks credited to him or her and state the number of Workweeks he or she believes are correct; and (5) attach any documentation to support the dispute.

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1 d. **Re-mailed Notice.** In the event that a Class Notice is re-mailed to a Class
2 Member, the Response Deadline for that Class Member shall be the **extended by fifteen (15) calendar**
3 **days from the original deadline.**

4 4. **Right of Defendant to Reject Settlement.** If ten percent (10%) or more of the
5 **Class Members submit valid and timely Requests for Exclusion,** Defendant will have the right, but not
6 the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement,
7 including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that
8 otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement
9 Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement.
10 Defendant will notify Class Counsel in writing and the Court whether it is exercising this right to void
11 no later than seven (7) calendar days after the Settlement Administrator notifies the Parties that the
12 number of valid and timely Requests for Exclusion it has received exceeds 10% or more of the Class
13 Members.

14 5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor
15 their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class
16 Member to object to the Class Settlement, appeal from the Final Approval Order and Judgment, or submit
17 Requests for Exclusion from the Class Settlement.

18 6. **Additional Briefing and Final Approval.**

19 a. Plaintiff will file with the Court his application for the Class Counsel Fees
20 Payment, Litigation Expenses Payment, and Service Payment no later than the date on which Plaintiff
21 files the motion for final approval not later than sixteen (16) court days before the Final Approval
22 Hearing, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
23 Plaintiff may combine the motion seeking final approval of the settlement with the application for the
24 Class Counsel Fees Payment, Litigation Expenses Payment, and Service Payment. If any opposition is
25 filed, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a
26 reply in support of the motion for Final Approval and/or application for Service Payment, Class Counsel
27 Fees Payment, and Litigation Expenses Payment.

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1 b. If the Court does not grant final approval of the Settlement or grants final
2 approval conditioned on any material modification or change to the Settlement (including, but not limited
3 to, the scope of the release of claims with respect to Participating Class Members and/or PAGA Group
4 Members), then the Parties shall work together in good faith to address any concerns raised by the Court
5 and propose a revised Settlement for the Court’s approval. However, an award by the Court of a lesser
6 amount than that sought by Plaintiff and Class Counsel for Service Payment, Class Counsel Fees
7 Payment, or Litigation Expenses Payment, will not constitute a material modification to the Settlement
8 within the meaning of this Paragraph.

9 c. Upon final approval of the Settlement by the Court at or after the Final
10 Approval Hearing, the Parties will present for the Court’s approval and entry a proposed order granting
11 final approval of the Settlement and judgment based thereon (“Final Approval Order and Judgment”).
12 After entry of the Final Approval Order and Judgment, the Court will have continuing jurisdiction over
13 the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing
14 settlement administration matters, and (iii) addressing such post-judgment matters as may be appropriate
15 under court rules or applicable law. The entry of the judgment will be pursuant to California Rule of
16 Court 3.769(h) in a form acceptable to the Parties.

17 7. **Waiver of Right to Appeal.** Provided that the Final Approval Order and Judgment
18 is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members
19 who did not timely submit an objection to the Class Settlement, Defendant, and their respective counsel
20 hereby waive any and all rights to appeal from the Final Approval Order and Judgment, including all
21 rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to
22 vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not
23 include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment
24 proceedings. If an appeal is taken from the Final Approval Order and Judgment, the time for
25 consummation of the Settlement (including making payments under the Settlement) will be suspended
26 until such time as the appeal is finally resolved and the Final Approval Order and Judgment becomes
27 final.

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1 8. **Vacating, Reversal, or Material Modification of Final Approval Order and**
2 **Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for
3 *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies
4 the Final Approval Order and Judgment such that there is a material modification to the Settlement
5 (including, but not limited to, the scope of the release of claims with respect to Participating Class
6 Members and/or PAGA Group Members), and that Court’s decision is not completely reversed and the
7 Final Approval Order and Judgment is not fully affirmed on review by a higher Court, then the Parties
8 shall work together in good faith to address any concerns raised by the reviewing Court and propose a
9 revised Settlement for the approval of the Court. A vacation, reversal, or modification of the Court’s
10 award of the Service Payment or the Class Counsel Fees Payment or Litigation Expenses Payment will
11 not constitute a vacation, reversal, or material modification of the Final Approval Order and Judgment
12 within the meaning of this Paragraph, provided that Defendant’s obligation to make payments under this
13 Settlement will remain limited to the Gross Settlement Amount.

14 9. **Procedure for Funding of Settlement.**

15 a. Defendant shall fund the Gross Settlement Amount and the amounts
16 necessary to pay its Employer Taxes via two (2) installment payments, each of which shall be in the
17 amount of one-half of the total Gross Settlement Amount (i.e., each payment shall be \$150,000.00) plus
18 Employer Taxes which must be paid at the time of the first installment.

19 b. Within thirty (30) calendar days of the Effective Date, Defendant shall
20 provide the Settlement Administrator with the first installment payment of one-half of the Gross
21 Settlement Amount (i.e., \$150,000.00) (“First Installment”). No later than twelve (12) months after the
22 Effective Date, Defendant shall provide the Settlement Administrator with the second installment
23 payment of the remaining one-half of the Gross Settlement Amount (i.e., \$150,000.00) (“Second
24 Installment”).

25 c. The Settlement Administrator shall notify Class Counsel within five (5)
26 business days in the event that Defendant fails to make either of the installment payments by the required
27 date. If Defendant does not make the required installment payment within thirty (30) calendar days of
28 the original due date of the installment, the remaining balance of the Gross Settlement Amount shall

1 become due and payable immediately.

2 10. **Procedure for Payment of Settlement Payments.**

3 a. The Settlement Administrator shall distribute the following payments:

4 (i) Within seven (7) calendar days of the funding of the First
5 Installment and Employer Taxes: Individual Settlement Payments to Participating Class Members, Service
6 Payment to Plaintiff, Individual PAGA Payments to PAGA Group Members, and to the extent funds
7 remain, LWDA Payment to the LWDA.

8 (ii) Within seven (7) calendar days of the funding of the Second
9 Installment: any remaining portion of the LWDA payment to the LWDA to the extent the payment was
10 not fully made from the First Installment, Settlement Administration Expenses to the Settlement
11 Administrator, and Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel.

12 11. **Uncashed Individual Settlement Payment and Individual PAGA Payment**

13 **Checks.** The Settlement Administrator may, at its discretion, distribute the Individual Settlement
14 Payments and Individual PAGA Payments by way of a single check that combines both payments (if
15 applicable). Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
16 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
17 thereafter, shall be canceled. All funds associated with canceled checks will be transmitted to the *cy pres*,
18 Children’s Advocacy Institute, in accordance with California Code of Civil Procedure section 384. The
19 Parties and their counsel each represent they do not have a financial interest in Children’s Advocacy
20 Institute or otherwise have a relationship with Children’s Advocacy Institute that creates or could create
21 a conflict of interest. The Settlement Administrator shall undertake amended and/or supplemental tax
22 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
23 due to the cancelation of any Individual Settlement Payment checks or Individual PAGA Payment
24 checks. All Participating Class Members and PAGA Group Members shall be bound by the terms and
25 conditions of this Settlement Agreement regardless of whether they cash or otherwise negotiate their
26 Individual Settlement Payment check and/or Individual PAGA Payment check or not.

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1 12. **Final Report by Settlement Administrator to Court.** Within ten (10) calendar
2 days after final disbursement of all funds from the Gross Settlement Amount, the Settlement
3 Administrator will serve on the Parties and file with the Court a declaration proving a final report on the
4 disbursements of all funds from the Gross Settlement Amount.

5 E. **Release of Claims.**

6 1. **Release of Released Class Claims.** Upon the Effective Date, Plaintiff and each
7 Participating Class Member will be deemed to have fully, finally, and forever released, settled,
8 compromised, relinquished, and discharged the Released Parties from any and all Released Class
9 Claims. This release and waiver, however, shall be conditional on Defendant’s full payment of the Gross
10 Settlement Amount necessary to fund all payment obligations.

11 2. **Release of Released PAGA Claims.** Upon the Effective Date, Plaintiff, the State
12 of California, and all PAGA Group Members will be deemed to have fully, finally, and forever released,
13 settled, compromised, relinquished, and discharged the Released Parties from any and all Released
14 PAGA Claims. This release and waiver, however, shall be conditional on Defendant’s full payment of
15 the Gross Settlement Amount necessary to fund all payment obligations. PAGA Group Members cannot
16 exclude themselves from the PAGA Settlement.

17 3. **Plaintiff’s Release of Claims.** In addition, upon the Effective Date and full
18 funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully released and discharged
19 the Released Parties from any and all claims arising from his employment with Defendant, separation of
20 employment from Defendant, and any acts that have or could have been asserted in any legal action or
21 proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law,
22 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
23 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
24 Security Act, National Labor Relations Act, California Corporations Code, California Business and
25 Professions Code, Orders of the California Industrial Welfare Commission, California Fair Employment
26 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
27 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
28 compensation, emotional distress, medical expenses, other economic and non-economic damages,

1 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect
2 to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and
3 all rights and benefits available under California Civil Code Section 1542, which provides:

4 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
5 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
6 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
7 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
8 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
9 **PARTY.**

10 Plaintiff understands and agrees that claims and facts in addition to or different from those which are
11 whether known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle
12 fully and release all claims he now has against the Released Parties, whether known or unknown, suspected
13 or unsuspected. The Service Payment will be paid to Plaintiff specifically in exchange for the general
14 release of the Released Parties from all claims, including those specified in this Paragraph and a covenant
15 not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiff shall not
16 extend to claims for enforcement of this Settlement, for workers' compensation benefits, claims for
17 unemployment benefits, or other claims that may not be released by law.

18 **F. No Effect on Other Benefits.** Any payments made under this Settlement will not result
19 in any additional benefit payments (such as 401(k) or bonus) to Plaintiff, Participating Class Members,
20 and PAGA Group Members.

21 **G. Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel
22 represent that they have not and will not issue any press, publications, or other media releases about the
23 Settlement (including, but not necessarily limited to advertising or marketing materials or on social
24 media) or have any communication with the press or media regarding the Settlement. This provision will
25 not prohibit Class Counsel from (i) communicating with Class Members after Preliminary Approval is
26 granted for the sole purpose of administering the Settlement; (ii) complying with ethical obligations; (iii)
27 submitting orders and/or information to the LWDA to comply with the PAGA statute; or (iv) referring
28 to the Action and Settlement in other litigations to support their adequacy as attorneys for a putative class

1 or to justify an award of attorneys' fees. Plaintiff and Class Counsel agree not to respond to any media
2 inquiries except to refer reporters to the papers filed with the Court. Defendant may disclose information
3 regarding the Settlement under its contractual and legal obligations.

4 **H. Miscellaneous Terms.**

5 **1. No Admission of Liability or Class Certification for Other Purposes.**

6 a. Defendant and the Released Parties deny that they have engaged in any
7 unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under
8 the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action.
9 This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing
10 in this Agreement is intended or will be construed as an admission of liability or wrongdoing by
11 Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-
12 meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that
13 Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be
14 admissible in connection with, any litigation (other than solely in connection with effectuating the
15 Settlement pursuant to this Agreement).

16 b. Whether or not the Final Approval Order and Judgment becomes final,
17 neither the Settlement, this Agreement, any document, statement, proceeding, or conduct related to the
18 Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as,
19 offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
20 Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a
21 presumption, concession, indication, or admission by any of the Released Parties of any liability, fault,
22 wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to, or offered in evidence against
23 any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal, or
24 administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this
25 Agreement.

26 c. This section and all other provisions of this Agreement notwithstanding,
27 any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all
28 proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any

1 claims released or barred by this Agreement.

2 2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties
3 and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties
4 relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants,
5 or inducements have been made to any Party concerning this Agreement or its exhibits other than the
6 representations, warranties, covenants, and inducements expressly stated in this Agreement and its
7 exhibits.

8 3. **Attorney Authorization.** The Parties and their counsel will cooperate with each
9 other and use their best efforts to affect the implementation of the Settlement. In the event the Parties
10 are unable to reach agreement on the form or content of any document needed to implement the
11 Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this
12 Agreement, the Parties will seek the assistance of the Mediator for resolution.

13 4. **No Prior Assignments:** The Parties represent, covenant, and warrant that they have
14 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
15 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
16 released and discharged in this Settlement.

17 5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend for
18 anything contained in this Settlement to constitute advice regarding taxes or taxability, nor will anything
19 in this Settlement be relied upon as such within the meaning of United States Treasury Department
20 Circular 230 (31 CFR Part 10, as amended) or otherwise.

21 6. **Modification of Agreement.** This Agreement, and any and all parts of it, may be
22 amended, modified, changed, or waived only by an express written instrument signed by counsel for the
23 Parties, subject to Court approval. Counsel for all Parties may amend or modify this Agreement as needed
24 without signatures from their respective clients. The Parties agree that this Agreement may be signed
25 electronically.

26 7. **Agreement Binding on Successors.** This Agreement will be binding upon, and
27 inure to the benefit of, the successors or assigns of each of the Parties.

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1 8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will
2 be governed by and interpreted according to the laws of the State of California.

3 9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
4 preparation of this Agreement. This Agreement will not be construed against any Party on the basis that
5 the Party was the drafter or participated in the drafting, it being recognized that, because of the arms-
6 length negotiations between the Parties, all Parties have contributed equally to the preparation of this
7 Settlement Agreement.

8 10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that
9 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this
10 Agreement through arms-length negotiations, taking into account all relevant factors, current and
11 potential. The Parties further acknowledge that they are each represented by competent counsel and
12 that they have had an opportunity to consult with their counsel regarding the fairness and
13 reasonableness of this Settlement Agreement. In addition, the Mediator may execute a declaration
14 supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion,
15 contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
16 reasonable.

17 11. **Use of Documents and Data.** All originals, copies, and summaries of documents
18 and data provided to Class Counsel by Defendant in connection with the mediation or other settlement
19 negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and
20 may not be used in any way that violates any existing contractual agreement, statute, or rule.

21 12. **Headings.** The descriptive heading of any section or paragraph of this Agreement
22 is inserted for convenience of reference only and does not constitute a part of this Agreement.

23 13. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this Settlement
26 Agreement valid and enforceable.

27 14. **All Terms Subject to Final Court Approval.** All amounts and procedures
28 described in this Settlement Agreement herein will be subject to final Court approval.

1 15. **Posting of the Final Approval Order and Judgment.** The Parties shall provide
2 the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered
3 by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on
4 its website within three (3) business days of receipt, and shall maintain the posting for sixty (60)
5 calendar days. No individualized notice of the Final Approval Order and Judgment will be required to
6 be provided to the Class.

7 16. **Notice.** All notices, demands or other communications given under this Agreement
8 will be in writing and deemed to have been duly given as of the third business day after mailing by United
9 States mail, addressed as follows:

10 *To Plaintiff and the Class:*

11 Edwin Aiwazian
12 Arby Aiwazian
13 Joanna Ghosh
14 Selena Matavosian
15 **LAWYERS for JUSTICE, PC**
16 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Tel.: (818) 265-1020
 Fax: (818) 265-1021
 E-Mail: edwin@calljustice.com; arby@calljustice.com; joanna@calljustice.com;
 selena@calljustice.com

17 *To Defendant:*

18 Amy L. Lessa
19 Nicole E. Stenoish
20 **Fisher & Phillips LLP**
21 4747 Executive Drive, Suite 1000
22 San Diego, California 92121
 Telep: (858) 597-9600
 Fax: (858) 597-9601
 E-Mail: alessa@fisherphillips.com; nstenoish@fisherphillips.com

23 17. **Execution in Counterparts.** This Agreement may be executed in one or more
24 counterparts by facsimile, electronically, or email which for purposes of this Agreement will be accepted
25 as an original. All executed counterparts and each of them will be deemed to be one and the same
26 instrument provided that counsel for the Parties will exchange between themselves signed counterparts.
27 Any executed counterpart will be admissible in evidence to prove the existence and contents of this
28 Agreement.

1 18. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the
2 Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation
3 of this Agreement and enforcement of the Settlement until performance in full of the terms of this
4 Settlement.

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6 [Signatures included on next page]
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1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

3
4 IT IS SO AGREED.

5
6 Dated: 04/10/2023, 2023

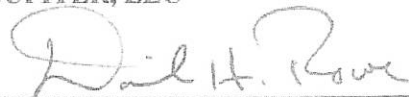
PLAINTIFF JUAN JUAREZ PEREZ
Electronically Signed 2023-04-10 23:08:22 UTC - 172.58.89.118

Notary AssureSign® 00135520-9af2-4c87-a152-af600173152b

Juan Juarez Perez, Plaintiff

JUPITER, LLC

8
9 Dated: 4/10, 2023



Jupiter, LLC, Defendant


By:

Title: Director of Operations

12 AGREED AS TO FORM:

13
14 Dated: 04 | 10, 2023


LAWYERS for JUSTICE, PC

By: 

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiff

19 Dated: April 10, 2023

FISHER & PHILLIPS LLP

By: 

Amy L. Lessa
Nicole E. Stenoish
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Juan Juarez Perez v. Jupiter, LLC
Superior Court of California for the County of Alameda, Case No. RG20084193

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Juan Juarez Perez ("Plaintiff") and Defendant Jupiter, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Juan Juarez Perez v. Jupiter, LLC*, Alameda County Superior Court, Case No. RG20084193 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid and/or non-exempt employees who were employed by Defendant in the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from December 17, 2016 through [August 5, 2022, or the Alternate End Date, if applicable pursuant to Section IV.C.5 of the Settlement Agreement].

"Class Settlement" means the settlement and release of all Released Class Claims (as defined in Section III.D below).

"PAGA Group Member(s)" means all current and former hourly-paid and/or non-exempt employees who were employed by Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from November 5, 2019 through [August 5, 2022, or the Alternate End Date, if applicable pursuant to Section IV.C.5 of the Settlement Agreement].

"PAGA Settlement" means the settlement and release of Released PAGA Claims (as defined in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On December 17, 2020, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG20084193. On January 12, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant adamantly denies that it did anything wrong and contends that it timely and properly paid all wages owed;

provided all required meal and rest breaks; properly issued accurate, itemized wage statements; provided all reimbursements for business expenses; and did not engage in any unfair competition or violations of PAGA. Defendant contends that none of the claims alleged by Plaintiff will succeed in court.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Juan Juarez Perez as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Thousand Dollars (\$300,000) (the “Gross Settlement Amount”) to be paid by Defendant in two installment payments. The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) Class Counsel Fees Payment, consisting of attorneys’ fees in an amount up to 35% of the Gross Settlement Amount (i.e., \$105,000), and Litigation Expenses Payment consisting of reimbursement of litigation costs and expenses in an amount up to Thirty Thousand Dollars (\$30,000) to Class Counsel; (2) Service Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for his services in the Action; (3) PAGA Payment in the amount of Sixty Thousand Dollars (\$60,000); and (4) Settlement Administration Expenses in an amount not to exceed Eleven Thousand Dollars (\$11,000) to the Settlement Administrator. Note: A total of Sixty Thousand Dollars (\$60,000.00) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Payment”), of which the LWDA will be paid 75% (i.e., \$45,000) (“LWDA Payment”) and the remaining 25% (i.e., \$15,000) to be distributed on a *pro rata* basis to PAGA Group Members based on their Workweeks during the PAGA Period (“PAGA Group Member Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) and PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Group Member Amount (“Individual PAGA Payment”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period and the number of weeks each PAGA Group Member was employed by Defendant as a hourly-paid and/or non-exempt employee in California during the PAGA Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment.

The Settlement Administrator has divided the PAGA Group Member Amount by the Workweeks of all PAGA Group Members during the PAGA Period to yield the “PAGA Workweek Value” and multiplied each PAGA Group Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W2, and 80% interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares (the net payment is referred to as “Individual Settlement Payment”). The employer’s share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares shall be paid by Defendant separately and in addition to the Gross Settlement Amount. Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant's records:

- From December 17, 2016 through [August 5, 2022, or the Alternate End Date, if applicable pursuant to Section IV.C.5 of the Settlement Agreement] (i.e., Class Period), you are credited as having worked [] Workweeks.
- From November 5, 2019 through [August 5, 2022, or the Alternate End Date, if applicable pursuant to Section IV.C.5 of the Settlement Agreement] (i.e., PAGA Period), you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) to the Settlement Administrator at the address specified in Section IV.B below, by mail, postmarked **no later than [the Response Deadline]**. The Workweeks Dispute must: (1) contain the case name and number of the Action (*Juan Juarez Perez v. Jupiter, LLC*, Case No. RG20084193); (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed; (4) clearly state that you dispute the number of Workweeks credited to you and state the number of Workweeks you believe are correct; and (5) attach any documentation to support the dispute.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [].

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiff and each Participating Class Member will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all Released Class Claims. This release and waiver, however, shall be conditional on Defendant’s full payment of the Gross Settlement Amount necessary to fund all payment obligations.

Upon the Effective Date, Plaintiff, the State of California, and all PAGA Group Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all Released PAGA Claims. This release and waiver, however, shall be conditional on Defendant’s full payment of the Gross Settlement Amount necessary to fund all payment obligations.

“Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of action of any nature or description, under state, federal, or local law, that were litigated in the Operative Complaint against Defendant or could have been litigated based on the facts and circumstances alleged in the Operative Complaint against Defendant, arising during the period from December 17, 2016 through [date of Preliminary Approval], including but not limited to, all claims under the California Labor Code, Industrial Welfare Commission Wage Orders, related orders of the California Industrial Commission, Business and Professions Code section 17200 *et seq.*, regulations, and/or other provisions of law for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California’s unfair competition law (California Business and Professions Code section 17200, *et seq.*) based on the aforementioned, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, and 8-2001.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, arising out of the facts alleged in Plaintiff’s LWDA Letter, arising during the period from November 5, 2019 through [date of Preliminary Approval], for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, and 8-2001.

“Released Parties” means Defendant Jupiter, LLC, and its former, present, and future owners, parents, predecessors, successors, affiliates, subsidiaries, divisions, investors, and all of their current, former or future officers, directors, members, managers, agents, consultants, employees, attorneys, accountants, representatives, partners, shareholders, joint ventures, insurers, successors, and assigns.

E. Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$105,000) (“Class Counsel Fees Payment”) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (“Litigation Expenses Payment”), subject to approval by the Court. The Class Counsel Fees Payment and Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Service Payment”), in recognition of his services in connection with the Action. The Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars (\$11,000) (“Settlement Administration Expenses”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

H. When Will I Receive my Settlement Payment(s)?

Defendant shall fund the Gross Settlement Amount via two installment payments, each of which shall be in the amount of one-half of the Gross Settlement Amount (i.e., \$150,000). Within thirty (30) days of the Effective Date, Defendant shall provide the Settlement Administrator with the first installment payment of one-half of the Gross Settlement Amount (i.e., \$150,000) (“First Installment”). No later than twelve (12) months after the Effective Date, Defendant shall provide the Settlement Administrator the second installment payment of the remaining one-half of the Gross Settlement Amount (i.e., \$150,000) (“Second Installment”).

Distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Group Members shall occur no later than seven (7) calendar days after the funding of the First Installment.

“Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) the Court has given and entered preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (5) the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain your own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by sending a written request (“Request for Exclusion”) to the Settlement Administrator by mail at the specified address below, postmarked **no later than [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (1) contain the case name and number of the Action (*Juan Juarez Perez v. Jupiter, LLC*, Case No. RG20084193); (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed; and (4) clearly state that you request to be excluded from the Class Settlement.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment an Individual Settlement Payment, will not be bound by the Class Settlement (or the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Group Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, or presenting your objection at the Final Approval Hearing.

A written objection must: (1) contain the case name and number of the Action (*Juan Juarez Perez v. Jupiter, LLC*, Case No. RG20084193); (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed; (4) clearly set forth the grounds for the objection; (5) attach any documentation that the objection is based upon; and (6) identify any counsel representing you with respect to the objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at René C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel, Service Payment to Plaintiff, and Settlement Administration Expenses to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <http://www.alameda.courts.ca.gov/>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the public terminals at the Civil Division, located at the George E. McDonald Hall of Justice, 2233 Shoreline Drive, Alameda, California 94501, during business hours, or by online by visiting the following website: <https://portal.alameda.courts.ca.gov/?q=Home>

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION

REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.