

FILED
ALAMEDA COUNTY

MAY 25 2023

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
3 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
4 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

5 *Attorneys for Plaintiff*

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ALAMEDA**

10 JUAN JUAREZ PEREZ, individually, and on
11 behalf of other members of the general public
12 similarly situated and on behalf of other
13 aggrieved employees pursuant to the
California Private Attorneys General Act;

14 Plaintiff,

15 vs.

16 JUPITER, LLC, an unknown business entity;
and DOES 1 through 100, inclusive,

17 Defendants.

Case No.: RG20084193

Honorable Brad Seligman
Department 23

CLASS ACTION

[REVISED PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: May 30, 2023
Time: 3:00 p.m.
Department: 23

Complaint Filed: December 17, 2020
FAC Filed: January 12, 2021
Trial Date: None Set

1 This matter has come before the Honorable Brad Seligman in Department 23 of the Superior
2 Court of the State of California, for the County of Alameda, on May 30, 2023 at 3:00 p.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for Justice*, PC
4 appears as counsel for Plaintiff Juan Juarez Perez ("Plaintiff"), individually and on behalf of all
5 others similarly situated and other aggrieved employees, and Fisher & Phillips LLP appears as
6 counsel for Defendant Jupiter, LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
13 the Declaration of Selena Matavosian in Support of Plaintiff's Motion for Preliminary Approval of
14 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
15 the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Payment, Litigation Expenses Payment, Service Payment, LWDA Payment,
3 Settlement Administration Expenses, and payments to the Participating Class Members and PAGA
4 Group Members provided thereby, appear to be within the range of reasonableness of a settlement
5 that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the
6 monetary recovery that is being granted as part of the Settlement and preliminarily finds that the
7 monetary settlement awards made available to the Class Members, State of California, and PAGA
8 Group Members are fair, adequate, and reasonable when balanced against the probable outcome of
9 further litigation relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
19 of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid and/or non-exempt employees who were
23 employed by Defendant in the State of California at any time during the period from
24 December 17, 2016 through August 5, 2022.

24 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh,
25 and Selena Matavosian of Lawyers for Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Juan Juarez Perez as the representative of
27 the Class ("Class Representative").

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1 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”) to
2 handle the administration of the Settlement (“Settlement Administrator”).

3 10. Within fourteen (14) calendar days of the date on which the Court enters this Order,
4 Defendant shall provide the Settlement Administrator with the following information about each
5 Class Member: full name, last known mailing address, Social Security number, start and end dates
6 of employment as a hourly-paid or non-exempt employee for Defendant in California during the
7 Class Period and, if applicable, during the PAGA Period, and such other information and data as
8 necessary for the Settlement Administrator to independently calculate the Workweeks (collectively
9 referred to as the “Class Data”), in conformity with the Settlement Agreement.

10 11. The Court approves, both as to form and content, the Notice of Class Action
11 Settlement (“Class Notice”) attached hereto as “EXHIBIT 1.” The Class Notice shall be provided
12 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
13 Class Notice appears to fully and accurately inform the Class Members of all material elements of
14 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
15 Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them
16 by submitting a Workweeks Dispute, and of each Participating Class Member’s right and
17 opportunity to object to the Class Settlement by submitting a written objection to the Settlement
18 Administrator or appearing at the Final Approval Hearing to present an oral objection. The Court
19 further finds that distribution of the Class Notice substantially in the manner and form set forth in
20 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
21 Agreement and this Order, meet the requirements of due process and shall constitute due and
22 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
23 Administrator to mail the Class Notice in English and Spanish by First-Class U.S. mail to all Class
24 Members within fourteen (14) calendar days of receipt of the Class Data, pursuant to the terms set
25 forth in the Settlement Agreement.

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1 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement by submitting a valid and timely Request for
4 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
5 Administrator, postmarked no later than the date which is forty-five (45) calendar days from the
6 initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-
7 mailed Class Notice, the Response Deadline will be extended fifteen (15) calendar days from the
8 original deadline. Any such person who validly and timely chooses to opt out of, and be excluded
9 from, the Class Settlement will not be entitled to an Individual Settlement Payment and will not be
10 bound by the Class Settlement or have any right to object, appeal, or comment thereon. However,
11 all current and former hourly-paid and/or non-exempt employees who were employed by Defendant
12 in the State of California at any time during the period from November 5, 2019 through August 5,
13 2022 (“PAGA Group Members”) will be bound to the PAGA Settlement and issued an Individual
14 PAGA Payment, irrespective of whether they submit a Request for Exclusion, if the Court grants
15 final approval of the Settlement. If the Court grants final approval of the Settlement, Class Members
16 who have not submitted a valid and timely Request for Exclusion (i.e., Participating Class Members)
17 shall be bound by the Settlement Agreement and any final judgment based thereon.

18 13. A Final Approval Hearing shall be held before this Court on October 10, 2023 at
19 3:00 p.m. in Department 23 of the Alameda County Superior Court, located at Administration
20 Building, 1221 Oak Street, Oakland, California 94612, to determine all necessary matters
21 concerning the Settlement, including: whether the proposed settlement of the action on the terms
22 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
23 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
24 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
25 reasonable to the Class Members, State of California, and PAGA Group Members; and determine
26 whether to finally approve the requests for the Class Counsel Fees Payment, Litigation Expenses
27 Payment, Service Payment, and Settlement Administration Expenses.

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1 14. Class Counsel shall file a motion for final approval of the Settlement and for the
2 Class Counsel Fees Payment, Litigation Expenses Payment, Service Payment, and Settlement
3 Administration Expenses, along with the appropriate declarations and supporting evidence,
4 including the Settlement Administrator's declaration, by September 15, 2023, to be heard at the Final
5 Approval Hearing.

6 15. To object to the Class Settlement, a Class Member must submit a written objection
7 to the Settlement Administrator, postmarked on or before the Response Deadline. The objection
8 must be signed and must contain the information that is required, as set forth in the Class Notice,
9 including and not limited to the grounds for the objection. Participating Class Members may also
10 present their objection(s) orally at the Final Approval Hearing, irrespective of whether they submit
11 a written objection.

12 16. The Settlement is not a concession or admission and shall not be used against
13 Defendant as an admission or indication with respect to any claim of any fault or omission by
14 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
15 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
16 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
17 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
18 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
19 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
20 implementation, interpretation, or enforcement of the Settlement.

21 17. In the event the Settlement does not become effective in accordance with the terms
22 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
23 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
24 vacated, and the Parties shall revert back to their respective positions as of before entering into the
25 Settlement Agreement.

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18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: 5/25/23


By: 
The Honorable Brad Seligman
Judge of the Superior Court

EXHIBIT 1

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 the Administration Building, 1221 Oak 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 René C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, during business hours, or by online by visiting the following website: <https://eportal.alameda.courts.ca.gov/?q=Home>

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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.