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**FILED**  
Superior Court of California  
County of Alameda  
10/11/2023  
Clad Files, Executive Officer / Clerk of the Court  
By: *Theresa Smith* Deputy  
T. Smith

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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  
behalf of other members of the general public  
11 similarly situated and on behalf of other  
aggrieved employees pursuant to the California  
12 Private Attorneys General Act;

13 Plaintiff,

14 vs.

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

16 Defendants.  
17  
18

Case No.: RG20084193

Honorable Brad Seligman  
Department 23

**CLASS ACTION**

**[REVISED PROPOSED] FINAL  
APPROVAL ORDER AND JUDGMENT**

Reservation: A-20084193-001  
Date: October 10, 2023  
Time: 3:00 p.m.  
Department: 23

Complaint Filed: December 17, 2020  
FAC Filed: January 12, 2021

1                   **RECITALS**

2                   This matter has come before the Honorable Brad Seligman in Department 23 of the above-  
3 entitled Court, located at 1221 Oak Street, Oakland, California 94612, on Plaintiff Juan Juarez  
4 Perez’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Class Counsel Fees  
5 Payment and Litigation Expenses Payment, and Service Payment (“Motion for Final Approval”).  
6 Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Fisher & Phillips LLP appeared on  
7 behalf of Defendant Jupiter, LLC (“Defendant”) (together, with Plaintiff, the “Parties”).

8                   On December 17, 2020, Plaintiff filed a Class Action Complaint for Damages against  
9 Defendant, asserting ten putative class causes of action for California Labor Code violations and  
10 a putative class cause of action for violation of California Business and Professions Code  
11 section 17200, *et seq.* (*Juan Juarez Perez v. Jupiter, LLC*, Alameda County Superior Court Case  
12 No. RG20084193).

13                   On January 12, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages  
14 & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*

15                   On April 10, 2023, Plaintiff moved for preliminary approval of the Class Action and PAGA  
16 Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) reached by the  
17 Parties to resolve the Action.

18                   On May 15, 2023, Plaintiff filed revised papers in support of the Motion for Preliminary  
19 Approval.

20                   On May 25, 2023, Plaintiff filed further revised papers in support of the Motion for  
21 Preliminary Approval.

22                   On May 25, 2023, the Court entered the Order Granting Preliminary Approval of Class  
23 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the  
24 Settlement, which, together with the exhibits annexed thereto, set forth the terms and conditions  
25 for settlement of the Action.

26                   On September 15, 2023, Plaintiff filed the Motion for Final Approval of the Class Action  
27 Settlement.

28                   ///

1 On or about October 5, 2023, the Court issued its Tentative Ruling on the Motion for Final  
2 Approval, indicating that the Court tentatively approves the Motion for Final Approval, with the  
3 request for attorneys' fees and a service award to Plaintiff granted in part, and the requests for  
4 litigation costs and expenses to Class Counsel and settlement administration costs to the Settlement  
5 Administrator granted in full.

6 The Parties submitted on the Court's tentative ruling, which became the Court's ruling on  
7 October 10, 2023.

8 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
9 oral argument, and good cause appearing, the Court hereby makes the following findings, orders,  
10 and judgment.

11 **FINDINGS**

12 **THE COURT HEREBY FINDS AS FOLLOWS:**

13 1. The Court finds that it has jurisdiction over the claims of the Class Members  
14 asserted in this proceeding and over all parties to the Action.

15 2. Plaintiff seeks final approval of a settlement releasing claims asserted against  
16 Defendant Jupiter, LLC in exchange for a non-revisionary payment of \$300,000. (4/10/23  
17 Matavosian Decl., Ex. 1 at § I, ¶ O.) Of the gross settlement amount, \$60,000 is allocated to PAGA  
18 penalties, to be split between the LWDA and aggrieved employees. (*Id.*, at § I, ¶ W.)

19 3. The Settlement Administrator mailed court-approved notice packets to three  
20 hundred ninety-five (395) putative class members. (Islas Decl., ¶ 6 & Ex. A.) Ultimately, zero (0)  
21 notices were returned as undeliverable. (*Id.*, ¶ 8.) There were no requests for exclusion, no  
22 objections, and no workweek disputes. (*Id.*, ¶¶ 10-12.)

23 4. Based upon the number of participating class members, the average individual  
24 payment will be approximately \$262.03 (Islas Decl., ¶ 16.) The average individual PAGA payment  
25 will be approximately \$37.97. (*Id.*, ¶ 17.)

26 5. Class action settlements must be approved by the court as "fair, adequate, and  
27 reasonable." (CRC 3.769, subd. (g); *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,  
28 244.) In approving class action settlements, the court considers (1) the relative strength of the

1 plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation of this  
2 dispute; (3) the risk of maintaining class status through trial; (4) the amount offered in settlement;  
3 (5) the extent of discovery completed and stage of the proceedings; (6) the experience and views  
4 of counsel that settlement is reasonable; and (7) the presence or lack of any objections to the  
5 proposed settlement. (*Id.* at pp. 244-245; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,  
6 1801.)

7         6. Representative litigants must submit any settlement of PAGA representative  
8 actions for court approval. (See Lab. Code, § 2699, subd. (1)(2).) Because the Labor & Workforce  
9 Development Agency ("LWDA") is not present at the negotiating table, the court's review of a  
10 PAGA settlement must make sure that the interests of the LWDA in civil enforcement are defended  
11 and that the settlement is fair, adequate, and reasonable under all the circumstances. (*See O'Connor*  
12 *v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133; *see also* Gov. Code, §  
13 12652, subd. (e)(2)(B) [requiring False Claims Act *qui tam* settlements be "fair, adequate, and  
14 reasonable under all the circumstances"].)

15         7. The court therefore takes guidance from the context of class action settlements,  
16 which must also be found to be "fair, adequate, and reasonable." (*See, e.g., Wershba, supra*, 91  
17 Cal.App.4th at p. 244.) However, at least two factors are not analogous in the PAGA settlement  
18 context: risk of maintaining class action status and reaction of other aggrieved employees. (*Cf.*  
19 *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026.) Class action status is irrelevant  
20 because PAGA actions are not certified. The lack of objections is largely irrelevant because PAGA  
21 procedures provide no opportunity for absent aggrieved employees to offer their objections to the  
22 settlement. The parties must serve the LWDA with settlement papers, but the law provides no  
23 procedure or timeline for the LWDA to object. (Lab. Code, § 2699, subd. (1).)

24         8. Thus, courts consider (1) the apparent strength of plaintiff's case; (2) the high risk,  
25 high complexity, and long likely duration of the PAGA dispute; (3) the amount offered in  
26 settlement; (4) the extent of discovery and investigation; and (5) the favorable views of  
27 experienced counsel, reached after mediation before an experienced neutral.

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1           9.       The Court approves the settlement as fair, reasonable, and adequate. The settlement  
2 is entitled to a presumption of fairness. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) The settlement  
3 was reached through arm’s-length negotiations. (Aiwazian Decl., ¶ 8 [mediator Jeffrey Krivis].)  
4 The investigation and discovery are sufficient to allow counsel and the Court to act intelligently.  
5 (Aiwazian Decl., ¶¶ 5-7.) Counsel is experienced in similar litigation, and there are no objections.  
6 (Aiwazian Decl., ¶¶ 13-17; Islas Decl., ¶¶ 10-12.)

7           10.       The Court finds that the applicable requirements of California Code of Civil  
8 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
9 to the Class and the Settlement.

10          11.       The Court approves the PAGA settlement - \$60,000 to be split between the LWDA  
11 and Aggrieved Employees – as fair, reasonable, and adequate.

12          12.       Counsel requests an award of \$105,000 in attorneys’ fees, which represents 35% of  
13 the Gross Settlement Amount, and \$14,999.92 in costs. The Court declines to award 35% of the  
14 Gross Settlement Amount in attorneys’ fees. The Court approved a reduced attorneys’ fees award  
15 of 30% of the Gross Settlement Amount (or \$90,000). (*Laffitte v. Robert Half Intern, Inc.* (2016)  
16 1 Cal.5<sup>th</sup> 480, 503-506.)

17          13.       The Court approves an award of \$14,999.92 in costs as reasonable and necessary.  
18 (Aiwazian Decl., ¶ 18 & Ex. B; *see also* Islas Decl., Ex. A at § III, ¶ A [class notice providing for  
19 litigation costs up to \$30,000].)

20          14.       Plaintiff seeks representative Service Payment of \$7,500. Plaintiff estimates  
21 spending approximately 48 hours working on this case. (Perez Decl., ¶¶ 2-5.) The Court approves  
22 a reduced Service Payment of \$5,000 to Plaintiff.

23          15.       The Settlement Administration Expenses—incurred and anticipated for completion  
24 of the administration—are \$9,000. (Islas Decl., ¶ 19 & Ex. B.) The Court approves the award of  
25 Settlement Administration Expenses in the amount of \$9,000 to the Settlement Administrator.  
26

27                   **ORDERS**

28                   **THE COURT HEREBY ORDERS AS FOLLOWS:**

1           16. All terms used herein shall have the same meaning as defined in the Settlement  
2 Agreement and the Preliminary Approval Order.

3           17. The Court hereby makes final its earlier provisional certification of the Class for  
4 settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined  
5 to include:

6           All current and former hourly-paid and/or non-exempt employees who were employed  
7 by Defendant in the State of California at any time during the period from December  
8 17, 2016 through August 5, 2022 (“Class” or “Class Members”).

9           18. Pursuant to California law, the Court hereby grants final approval of the Settlement  
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole.  
11 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the  
12 Settlement Agreement and the terms and conditions set forth herein.

13           19. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into  
14 an account established by the Settlement Administrator via two (2) installment payments, in  
15 accordance with the terms and methodology set forth in the Settlement Agreement. Within thirty  
16 (30) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator  
17 with the first installment payment of one-half of the Gross Settlement Amount (i.e., \$150,000.00)  
18 (“First Installment”). No later than twelve (12) months after the Effective Date, Defendant shall  
19 provide the Settlement Administrator with the second installment payment of the remaining one-  
20 half of the Gross Settlement Amount (i.e., \$150,000.00) (“Second Installment”).

21           20. It is hereby ordered that the Settlement Administrator shall distribute the PAGA  
22 Payment as follows: the amount of \$45,000.00 to the California Labor and Workforce  
23 Development Agency, and the amount of \$15,000.00 to be distributed on a *pro rata* basis to PAGA  
24 Group Members based on their Workweeks during the PAGA Period, according to the terms and  
25 methodology set forth in the Settlement Agreement.

26           21. It is hereby ordered that the Settlement Administrator, Phoenix Class Action  
27 Administration Solutions, shall issue payment to itself in the amount of \$9,000.00, in accordance  
28 with the terms and methodology set forth in the Settlement Agreement.

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1           22.     It is hereby ordered that the Settlement Administrator shall issue payment in the  
2 amount of \$5,000.00 to Plaintiff Juan Juarez Perez for his Service Payment, according to the terms  
3 and methodology set forth in the Settlement Agreement.

4           23.     It is hereby ordered that the Settlement Administrator issue payment in the amount  
5 of \$90,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology  
6 set forth in the Settlement Agreement. However, the Court requires that ten percent (10%) of the  
7 attorneys' fees award be kept in the Settlement Administrator's trust fund until the completion of  
8 the distribution process and Court approval of a final accounting.

9           24.     It is hereby ordered that the Settlement Administrator issue payment in the amount  
10 of \$14,999.92 to Class Counsel for reimbursement of litigation costs and expenses, in accordance  
11 with the terms and methodology set forth in the Settlement Agreement.

12           25.     It is hereby ordered that the Settlement Administrator shall distribute Individual  
13 Settlement Payments to the Participating Class Members and Individual PAGA Payments to  
14 PAGA Group Members within seven (7) calendar days of funding of the First Installment,  
15 according to the methodology and terms set forth in the Settlement Agreement.

16           26.     Each check issued to a Settlement Class Member for his or her Individual  
17 Settlement Payment and to a PAGA Group Member for his or her Individual PAGA Payment shall  
18 be valid for a period of one hundred and eighty (180) calendar days from the date the checks are  
19 issued, and thereafter, shall be cancelled. The funds associated with canceled checks will be  
20 transmitted to the *cy pres*, Children's Advocacy Institute, in accordance with California Code of  
21 Civil Procedure section 384 upon the court's approval.

22           27.     A Compliance Hearing Regarding Distribution of Settlement Funds is set for  
23 December 17, 2024 at 3:00 p.m. The Settlement Administrator's declaration regarding distribution  
24 of settlement funds and the stipulation to amend the judgment shall be filed with the Court on or  
25 before December 10, 2024.

26           **JUDGMENT**

27           **THE COURT HEREBY ENTERS JUDGMENT AS FOLLOWS:**

1           28.     The Court hereby enters Judgment by which Defendant is bound to perform under  
2 the terms of the Settlement Agreement and pursuant to this Final Approval Order and Judgment,  
3 and by which, as of the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,  
4 Participating Class Members, PAGA Group Members, and the State of California shall waive,  
5 release, and discharge the Released Parties of any and all Released Class Claims and Released  
6 PAGA Claims.

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

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

25                     c.     “Released Class Claims” means any and all claims, rights,  
26 demands, liabilities, and causes of action of any nature or description, under state, federal, or local  
27 law, that were litigated in the Operative Complaint against Defendant or could have been litigated  
28 based on the facts and circumstances alleged in the Operative Complaint against Defendant, arising



1 during the period from December 17, 2016 through Preliminary Approval, including but not  
2 limited to, all claims under the California Labor Code, Industrial Welfare Commission Wage  
3 Orders, related orders of the California Industrial Commission, Business and Professions Code  
4 section 17200, *et seq.*, regulations, and/or other provisions of law for failure to pay overtime wages,  
5 failure to provide compliant meal periods and associated premiums, failure to provide compliant  
6 rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages  
7 upon termination, failure to timely pay wages during employment, failure to provide compliant  
8 wage statements, failure to keep requisite payroll records, failure to reimburse necessary business  
9 expenses, and violation of California’s unfair competition law (California Business and  
10 Professions Code section 17200, *et seq.*) based on the aforementioned, for violations of California  
11 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197,  
12 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter*  
13 *alia*, Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, and 8-2001.

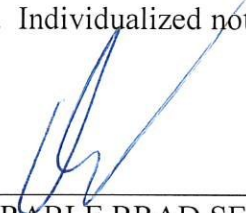
14 d. “Released PAGA Claims” means any and all claims for civil  
15 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*,  
16 arising out of the facts alleged in Plaintiff’s LWDA Letter, arising during the period from  
17 November 5, 2019 through Preliminary Approval, for failure to pay overtime wages, failure to  
18 provide compliant meal period and associated premiums, failure to provide compliant rest periods  
19 and associated premiums, failure to pay minimum wages, failure to timely pay wages upon  
20 termination, failure to timely pay wages during employment, failure to provide compliant wage  
21 statements, failure to keep requisite payroll records, failure to reimburse necessary business  
22 expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,  
23 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare  
24 Commission Wage Orders, including *inter alia*, Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-  
25 2001, and 8-2001.

26 29. After entry of this Final Approval Order and Judgment, pursuant to California Rules  
27 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
28 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and

1 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
2 any dispute arising from or in connection with the distribution of settlement benefits.

3 30. Notice of entry of this Final Approval Order and Judgment shall be given to the  
4 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix  
5 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date  
6 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

7  
8 Dated: 10/16/2027

  
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HONORABLE BRAD SELIGMAN  
JUDGE OF THE SUPERIOR COURT

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