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11 Javier Perez individually, and on behalf of
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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF RIVERSIDE

15 JAVIER PEREZ, an individual, on behalf of
16 himself and all others similarly situated,

17 Plaintiff,

18 vs.

19 JPI DEVELOPMENT GROUP, INC., a
20 California corporation; and DOES 1 through
21 50, inclusive,

22 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 20 2022

MA **L. Howell**

CASE NO. RIC2003705

[Hon. Craig G. Riemer, Dept. 1]

**[REVISED PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; AND
JUDGMENT**

Action Filed: September 18, 2020

CR 1 Plaintiff Javier Perez's ("Plaintiff") Motion for Final Approval of Class Action Settlement
2 came on regularly for hearing on May 13, ^{and 20} 2022, the Honorable Craig Reimer presiding. Having
3 reviewed Plaintiffs' motion and all papers submitted in support thereof, including the Stipulation
4 of Class Action Settlement ("Stipulation"), and good cause appearing therefor, IT IS HEREBY
5 ORDERED, ADJUDGED AND DECREED that:

6 1. Plaintiff's Motion for Final Approval of Class Action Settlement between
7 Plaintiff Javier Perez ("Plaintiff"), individually and on behalf of all others similarly situated,
8 and Defendant JPI Development Group, Inc. ("Defendant") is GRANTED.

9 2. The Settlement is based on the parties' Stipulation of Class Action Settlement
10 ("Settlement Agreement") which was filed with the court on October 21, 2021 and attached to
11 the Declaration of Matthew J. Matern in Support of Plaintiff's Motion for Preliminary Approval
12 of Class Action Settlement.

13 4. In accordance with the Settlement Agreement, Judgment shall be entered in the
14 action pursuant to the terms of the Settlement Agreement, in the amount of \$950,000.00 plus
15 Defendant's share of payroll taxes and withholdings which shall be paid separately from and in
16 addition to this amount.

17 5. Solely for purposes of effectuating the Settlement, the Court has certified a Class
18 defined as "all hourly paid field persons employed by Defendant in California at any time
19 during the period from September 18, 2016 through June 23, 2021 ("Class Period")."

20 6. Upon entry of the Judgment, the Settlement Administrator shall disburse the
21 following amounts from the Maximum Settlement Amount of \$950,000.00:

22 a. \$325,000.00 to Class Counsel for attorneys' fees (33 1/3% of
23 \$979,500.00, or the sum of the Maximum Settlement Amount and the Prior Settlement Amount
24 of \$29,500.00 minus \$1,500.00), payable to Matern Law Group, PC;

25 b. ^{14,297.40} ~~\$14,335.50~~ to Class Counsel for litigation costs payable to Matern
26 Law Group, PC;

27 c. \$18,750.00 (75% of \$25,000.00 PAGA Payment) payable to the Labor
28 and Workforce Development Agency;

- 1 d. \$2,500.00 for a Service Award to Plaintiff;
2 e. ^{9860.00}~~\$10,000.00~~ to ILYM Group, Inc. for administration expenses; and
3 f. The remaining amount will be distributed as set forth in the Settlement
4 Agreement and the Second Supplemental Declaration of Madely Nava.

5 7. Defendant's share of payroll taxes will be paid separately from the Maximum
6 Settlement Amount.

7 8. Any envelope transmitting an Individual Settlement Payment check to a Class
8 Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS
9 ENCLOSED."

10 9. All Individual Settlement Payment checks shall be negotiable for 180 days from
11 the date of mailing.

12 10. The administrator shall mail a reminder postcard to any Class Member whose
13 Individual Settlement Payment check has not been negotiated within 60 days after the date of
14 mailing.

15 11. If (i) any of the class members are current employees of the Defendant, (ii) the
16 distribution mailed to those employees is returned to the Settlement Administrator as being
17 undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address,
18 the Settlement Administrator shall arrange with the Defendant to have those distributions
19 delivered to the employees at their place of employment.

20 12. Upon the Settlement Administrator's receipt of the total Maximum Settlement
21 Amount from Defendant, Plaintiff and Participating Class Members shall be deemed to have
22 released their respective Released Claims against the Released Parties. "Released Parties" means
23 "Defendant JPI Development Group, Inc. and its officers, directors, employees, and agents."
24 "Released Claims" with respect to the Participating Class Members (other than Plaintiff) means
25 "all claims stated in the Complaint and those based solely upon the facts alleged in the Complaint
26 and those based solely upon the facts alleged in the Complaint and arising at any time during the
27 Class Period, including claims for (1) Failure to Provide Required Meal Periods; (2) Failure to
28 Provide Required Rest Periods; (3) Failure to Provide Overtime Wages; (4) Failure to Pay

1 Minimum Wage, Including Prevailing Wage; (5) Failure to Pay All Wages Due to Discharged
2 and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish
3 Accurate Itemized Statements; (8) Failure to Indemnify Employees for Necessary Expenditures
4 Incurred in Discharge of Duties; and (9) Unfair and Unlawful Business Practices.”

5 13. Upon the Settlement Administrator’s receipt of the total Maximum Settlement
6 Amount from Defendant, Plaintiff and the State of California shall be deemed to have released
7 their respective Released PAGA Claims against the Released Parties. “Released PAGA Claims”
8 means “all claims for civil penalties that could have been sought by the Labor Commissioner for
9 the violations identified in Plaintiff’s pre-filing letter to the LWDA; Plaintiff does not release any
10 aggrieved employee’s claim for wages or damages.”

11 14. Plaintiff expressly waives and relinquishes all rights and benefits of Civil Code
12 section 1542 which provides as follows:

13 A general release does not extend to claims which the creditor or
14 releasing party does not know or suspect to exist in his or her
15 favor at the time of executing the release and that, if known by
16 him or her, would have materially affected his or her settlement
17 with the debtor or releasing party.

18 However, Plaintiff’s release does not apply to the Plaintiff’s claims alleged in his individual
19 action entitled *Javier Perez v. JPI Development Group, Inc.*, Riverside County Superior Court
20 Case No. CVSW2001039.

21 15. The following four Class Members have submitted valid requests for exclusion
22 from the Settlement: Jose Renteria, Joseph Renteria, Julio Cesar Lemus, and Roy Trigueros.
23 They are not bound by the Released Claims or this Judgment.

24 16. The Settlement Administrator shall file a report concerning the amount of
25 money distributed by January 12, 2023. A non-appearance hearing on the Final Report is
26 scheduled for January 27, 2023.

27 17. Pursuant to Cal. Rule of Court 3.769(h), the Court retains jurisdiction over the
28 parties, all matters arising out of, or related to the action, the Settlement, the Settlement

1 Agreement, its administration and consummation and the determination of all controversies
2 relating thereto, to enforce the terms of this Judgment.

3 18. Class Counsel will write the Notice of Entry of Judgment and send it to the
4 Settlement Administrator who will post it on its website within seven (7) days following entry
5 of the Judgment. The Notice of Entry of Judgment will state as follows:

6 TO ALL PARTICIPATING CLASS MEMBERS:

7 PLEASE TAKE NOTICE that the Court has entered judgment in the
8 action entitled *Perez v. JPI Development Group, Inc.*, Riverside County
9 Superior Court Case No. RIC2003705. A copy of the Judgment is
10 attached to this Notice.

11 19. This Judgment is intended to be a final disposition of the action in its entirety,
12 and is intended to be immediately appealable.

13 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

14
15 DATED: May 20, 2022


HON. CRAIG G. RIEMER
Judge of the Superior Court