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Attorneys for Defendant Jupiter, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

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

Plaintiff,

v.

JUPITER, LLC, a California limited
liability company; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: RG20084193
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Brad Seligman, Dept. 23*

**DECLARATION OF DAVE ROWE FILED
IN CONJUNCTION WITH PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS SETTLEMENT**

DATE: May 2, 2023
TIME: 9:15 a.m.
DEPT: 23
RES NO: 938893576524

Complaint Filed: December 17, 2020
FAC Filed: January 12, 2021
Trial Date: Not Set

I, Dave Rowe, hereby declare and state as follows:

1. I make this Declaration in conjunction with Plaintiff's Motion for Preliminary Approval of Class Settlement. I have personal knowledge of the facts set forth herein, and if called upon to testify thereto, I could and would competently do so under oath.

2. I currently serve as Director of Operations for Jupiter, LLC ("Jupiter"), the defendant in this action. As part of my job duties and responsibilities, I am familiar with and

1 have access to Jupiter's financial records and other corporate records, and on that basis provide
2 the facts stated herein.

3 3. The restaurant industry was particularly impacted by COVID-19, and Jupiter is
4 no exception. As with many companies, Jupiter's operations were significantly and negatively
5 affected by the COVID-19 pandemic. As a brewpub restaurant, Jupiter's main source of business
6 is derived from in-person dining and hosting banquet events, which was significantly limited
7 beginning in March 2020 through 2022 due to the COVID-19 pandemic and related lockdown
8 orders. The COVID-19 pandemic and its resulting stay-at-home orders, business shutdowns, and
9 health issues resulted in an enormous downturn in business for Jupiter.

10 4. Additionally, the limited capacity at which restaurants could operate during the
11 COVID-19 pandemic and related lockdown orders since 2020 has been well documented. By
12 nature, restaurants and service industry establishments operate on thin margins, even during non-
13 pandemic seasons, and the resulting impact of COVID-19 on Jupiter's business resulted in
14 financial losses to the business in 2020, 2021 and 2022.

15 5. Specifically, in March 2020, Defendant laid off nearly all of its employees
16 including Plaintiff, and drastically reduced the hours of its few remaining employees, as a direct
17 result of the pandemic's devastating impact on its business.

18 6. From March 2020 to June 15, 2020, Defendant stopped operating its business
19 entirely and was closed to outside customers.

20 7. Upon re-opening in June 2020, Jupiter was limited to providing to-go services to
21 customers for approximately six months, and it did not fully resume dine-in operations until June
22 2021, and even then, there were strict regulations and limitations on the number of customers
23 and manner in which they could be served, and Jupiter was prohibited from hosting banquets
24 events for large groups of people.

25 8. On February 8, 2022, the Parties to this action attended mediation with Jeffrey
26 Krivis. At mediation, Defendant provided information to the mediator and Plaintiff's counsel
27 regarding the financial hardship incurred by Jupiter as a result of the COVID-19 pandemic.

28 9. At mediation, we discussed the financial difficulties that have plagued California

1 restaurants and the service industry for the past several years due to the COVID-19 pandemic
2 and related lockdown orders, as well as the negative impact of the COVID-19 pandemic on
3 Jupiter's business.

4 10. At mediation, the parties also discussed that while Jupiter had been able to operate
5 on a limited basis for a period of time during the pandemic, its sales and revenue for 2020, 2021,
6 and 2022 were far below projections.

7 11. For these reasons discussed above, Jupiter's overall business and financial
8 condition has experienced an unforeseen downturn during the pandemic. Throughout 2020, 2021
9 and 2022, Jupiter continued to operate at a loss.

10 a. Jupiter's 2020 revenues were down 70% from pre-pandemic levels in
11 2019.

12 b. Jupiter's 2021 revenues were down 50% from pre-pandemic levels in
13 2019.

14 c. Jupiter's 2022 revenues were down 35% from pre-pandemic levels in
15 2019.

16 12. To date, although the COVID-19 related lock down orders and regulations have
17 been lifted, Jupiter's year to date business revenue in 2023 is still down 22% from pre-pandemic
18 levels in 2019, and business continues to be negatively impacted in 2023. It remains to be seen
19 how long it will take for the pandemic's impact on Jupiter's business to run its course, such that
20 Jupiter's business operations return to pre-pandemic levels.

21 13. These financial and economic considerations were taken into account when
22 Jupiter negotiated its settlement with Plaintiff. My understanding is that Plaintiff Juan Juarez
23 Perez's counsel and their expert agreed the installment plan was warranted based on the
24 information Defendant provided regarding its current financial hardship.

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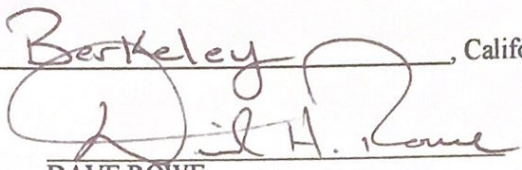
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I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on April 10th, 2023 at Berkeley, California.


DAVE ROWE