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**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,

vs.

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

Defendants.

Case No.: RG20084193

Honorable Brad Seligman
Department 23

CLASS ACTION

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

7 On May 25, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Class Action and PAGA Settlement
10 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the
11 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and
13 oral argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

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

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this
18 proceeding and over all parties to the Action.

19 3. The Court finds that the applicable requirements of California Code of Civil
20 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
21 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
22 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
23 hereby defined to include:

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

27 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
28 Class Members, fully and accurately informed the Class Members of all material elements of the

1 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
2 exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was
3 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
4 State of California, the United States Constitution, due process and other applicable law. The Class
5 Notice fairly and adequately described the Settlement and provided the Class Members with
6 adequate instructions and a variety of means to obtain additional information.

7 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
8 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
9 specifically, the Court finds that the Settlement was reached following meaningful discovery and
10 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
11 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
12 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
13 Court has considered all of the evidence presented, including evidence regarding the strength of
14 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
15 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
16 completed; and the experience and views of Class Counsel. The Court has further considered the
17 absence of objections to and requests for exclusion from the Class Settlement submitted by Class
18 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
19 with the Settlement Agreement and the following terms and conditions.

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
24 timely and validly opt out of the Class Settlement (“Participating Class Member”) are bound by
25 the Class Settlement and this final approval order and judgment (“Final Approval Order and
26 Judgment”) and the state of California and all current and former hourly-paid and/or non-exempt
27 employees who were employed by Defendant in the State of California at any time during the
28

1 period from November 5, 2019 through August 5, 2022 (“PAGA Group Members”) are bound by
2 the PAGA Settlement and this Final Approval Order and Judgment.

3 7. The Court finds that payment of Settlement Administration Expenses in the amount
4 of \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
5 notice and settlement administration process. It is hereby ordered that the Settlement
6 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
7 amount of \$9,000.00, in accordance with the terms and methodology set forth in the Settlement
8 Agreement.

9 8. The Court finds that the Service Payment sought is fair and reasonable for the work
10 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
11 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Juan Juarez Perez for his
12 Service Payment, according to the terms and methodology set forth in the Settlement Agreement.

13 9. The Court finds that the allocation of \$60,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
15 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 Payment as follows: the amount of \$45,000.00 to the California Labor and Workforce
17 Development Agency, and the amount of \$15,000.00 to be distributed on a *pro rata* basis to PAGA
18 Group Members based on their Workweeks during the PAGA Period, according to the terms and
19 methodology set forth in the Settlement Agreement.

20 10. The Court finds that the request for attorneys’ fees in the amount of \$105,000.00 to
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of \$105,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
25 methodology set forth in the Settlement Agreement.

26 11. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$14,999.92 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
28 Settlement Administrator issue payment in the amount of \$14,999.92 to Class Counsel for

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

3 12. The Court hereby enters Judgment by which Participating Class Members shall be
4 conclusively determined to have given a release of any and all Released Class Claims against the
5 Released Parties, as set forth in the Settlement Agreement and Class Notice.

6 13. The Court hereby enters Judgment by which PAGA Group Members and the State
7 of California shall be conclusively determined to have given a release of any and all Released
8 PAGA Claims against the Released Parties, as set forth in the Settlement Agreement and Class
9 Notice.

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

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

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

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1 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
2 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
4 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
5 any dispute arising from or in connection with the distribution of settlement benefits.

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

10 19. Pursuant to California Code of Civil Procedure section 384, no later than five (5)
11 calendar days before the Final Compliance Hearing, the parties shall submit a report to the Court
12 specifying, among other things, the total amount paid to Participating Class Members and PAGA
13 Group Members, the leftover residual of settlement funds that will be paid to the entities identified
14 as recipients of such funds in the Settlement Agreement, and the amount of the portion of
15 attorneys' fees that were held back, along with a proposed amended judgment containing language
16 addressing the tentative transmission of the leftover residual funds to the entities identified as
17 recipients of such funds in the Settlement Agreement and also the release of the portion of the
18 attorneys' fees that were held back. No later than five (5) calendar days after receipt of notice of
19 the entry of the amended judgment, Class Counsel shall submit the amended judgment to the
20 Judicial Council, pursuant to California Code of Civil Procedure section 384.5.

21 20. A Final Compliance Hearing is set for _____ at
22 _____ a.m. / p.m. in Department 23.

23
24
25 Dated: _____

HONORABLE BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT