

Filed
November 6, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
22CV396462
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11/6/2025 4:02:25 PM

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Individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JAMIE LONG, and MARCUS SERRANO,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

JUNIPER NETWORKS (US), INC.; and Does
1-10, inclusive,

Defendants.

Case No. 22CV396462

**~~PROPOSED~~ ORDER FINALLY
APPROVING CLASS, COLLECTIVE,
AND REPRESENTATIVE ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

1 ~~[PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

2 This matter came for hearing on October 29, 2025 upon the Motion for Final Approval of the
3 proposed settlement of this action on the terms set forth in the Joint Stipulation of Settlement and
4 Release of Claims (the “Settlement” or “Stipulation”), attached to the declaration of Jonathan M.
5 Lebe in Support of Final Approval of Class, Collective, and PAGA Action Settlement, incorporated
6 hereto as “**Exhibit 1.**” Due and adequate notice having been given to the members of the Class, and
7 having considered the Settlement, all papers and proceedings held herein, and all oral and written
8 comments received regarding the proposed Settlement, and having reviewed the entire record in this
9 action, Case No. 22CV396462, entitled *Long, et al. v. Juniper Networks (US), Inc.* (the “Action”),
10 and good cause appearing, the Court finds that:

11 WHEREAS, Plaintiffs Jamie Long and Marcus Serrano (“Plaintiffs”) have alleged claims
12 against Defendant Juniper Networks (US), Inc. (“Defendant;” collectively with Plaintiffs, the
13 “Parties”) on behalf of themselves and all others similarly situated under California law, comprising
14 a class of: “any individual who worked for Defendant in California in a commissioned sales role”
15 during the time period from October 9, 2017 through March 13, 2023; and

16 WHEREAS, Plaintiffs have also alleged claims against Defendant under the Fair Labor
17 Standards Act (“FLSA”) on behalf of themselves and a collective of others similarly situated under
18 federal law, comprising a class of: “any individual who worked for Defendant in the U.S. outside of
19 California in a commissioned sales role” during the time period from September 7, 2019 through
20 March 13, 2023; and

21 WHEREAS, Plaintiff asserts putative class and representative claims against Defendant for
22 Failure To Pay Minimum Wages; Failure To Pay Overtime Wages; Failure To Provide Meal Periods;
23 Failure To Permit Rest Periods; Failure To Pay All Wages Due Upon Separation of Employment and
24 Within The Required Time; Failure to Furnish Accurate Itemized Wage Statements; Failure To
25 Reimburse All Business Expenses; Failure to Produce All Employment Records; Violation of
26 Business and Professions Code §§ 17200, et seq.; Enforcement of Labor Code § 2698 et seq
27 (“PAGA”); and (11) Violations of the Fair Labor Standards Act (29 U.S.C. § 201 et. seq.

28 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of law

1 alleged in this Action, and further denies any liability whatsoever to Plaintiff or the Class Members.

2 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
3 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
4 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation.

5 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or
6 about March 12, 2025, which provides for entry of judgment as to the claims asserted in the Action
7 against Defendant on the terms and conditions set forth in the Stipulation, subject to the approval of
8 this Court.

9 WHEREAS, this Court granted preliminary approval of the Parties’ Settlement in this action
10 on March 27, 2025 (the “Preliminary Approval Order”).

11 WHEREAS, notice to the Class Members was sent in accordance with the Stipulation and
12 Preliminary Approval Order.

13 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

14 1. All defined terms contained herein shall have the same meanings as set forth in the
15 Joint Stipulation of Settlement and Release of Claims (“Settlement”).

16 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and the
17 Class.

18 3. The Court has determined that the Notice given to the Class fully and accurately
19 informed all persons in the Class of all material elements of the proposed Settlement – including the
20 plan of distribution of the Settlement funds, the application for an enhancement awards to the Class
21 Representatives, and the application for an award of attorneys’ fees and costs to Class Counsel –
22 constituted the best notice practicable under the circumstances, and constituted valid, due, and
23 sufficient notice to all Class Members.

24 4. The Court hereby grants final approval of the Settlement and Stipulation as fair,
25 reasonable, and adequate in all respects to the Class Members and Orders the parties to consummate
26 the Settlement in accordance with the terms of the Stipulation.

27 5. The plan of distribution as set forth in the Stipulation providing for the distribution of
28 the Net Settlement Amount to Class and Collective Members is approved as being fair, reasonable,

1 and adequate.

2 6. The California Class is defined as follows: “All individuals who worked for
3 Defendant Juniper Networks (US), Inc. in a commissioned sales role (as listed in **Exhibit A** to
4 **Exhibit 1**) within the State of California during the time period from October 9, 2017 through March
5 13, 2023.”

6 7. The California Class Period is defined as the time period from October 9, 2017 through
7 March 13, 2023.

8 8. The Settlement Collective Class is defined as follows: “All individuals who worked
9 for Defendant Juniper Networks (US), Inc. in a commissioned sales role (as listed in **Exhibit A** to
10 **Exhibit 1**) in the U.S. outside of California during the time period from September 7, 2017 through
11 March 13, 2023.”

12 9. The Settlement Collective Class Period is defined as the time period from September
13 7, 2019 through March 13, 2023.

14 10. The PAGA Class is defined as follows: “means any individual who worked for
15 Defendant in California in a commissioned sales role listed in Exhibit A and whom Defendant
16 classified as exempt at any time during the PAGA Settlement Period.”

17 11. The PAGA Period is defined as the time period from January 1, 2021 through March
18 13, 2023.

19 12. As previously held in the Court’s Preliminary Approval Order, the Court appoints as
20 Class Counsel Jonathan M. Lebe, Melissa M. Kurata, Rayne A. Brown, of Lebe Law, APLC, located
21 at 3900 W Alameda Avenue, Fifteenth Floor, Burbank, CA 91505.

22 13. The Court approves the payment of attorneys’ fees in the amount of \$1,283,333.33 to
23 Class Counsel, which shall be paid from and not in addition to the Total Class Action Settlement
24 Amount.

25 14. The Court approves the payment of attorneys’ costs in the amount of \$11,395.34 to
26 Class Counsel, which shall be paid from and not in addition to the Total Class Action Settlement
27 Amount.

28 15. The Court approves a payment in the amount of \$150,000.00 to the California Labor

1 & Workforce Development Agency, representing the State of California's portion of civil penalties
2 under PAGA, which shall be paid from and not in addition to the Total Class Action Settlement
3 Amount.

4 16. The Court approves the payment of reasonable claims administration costs to the
5 Settlement Administrator, Simpluris, in the amount of \$19,338.00, which shall be paid from and not
6 in addition to the Total Class Action Settlement Amount.

7 17. The Court approves enhancement awards to Plaintiffs and class representatives Jamie
8 Long in the amount of \$12,500.00 and Marcus Serrano in the amount of \$10,000, which shall be paid
9 from and not in addition to the Total Class Action Settlement Amount.

10 18. The Court approves the Cy Pres Recipient, nPower. nPower will receive the balance
11 of any uncashed Individual Class Settlement Payments or Individual PAGA Settlement Payments
12 that remain uncashed at the expiration of the 180-day period.

13 19. The Court hereby enters final judgment in this Action in accordance with the terms
14 of the Stipulation; the Preliminary Approval Order entered on March 27, 2025; and this Order,
15 thereby resolving the Action in its entirety. Without affecting the finality of this Final Order and
16 Judgment, the Court reserves exclusive and continuing jurisdiction over the Action; Plaintiffs Jamie
17 Long and Marcus Serrano; the Class; and Defendants for the purposes of: **(a)** supervising the
18 implementation, enforcement, construction, and interpretation of the Stipulation, the Preliminary
19 Approval Order, the distribution of the Total Class Action Settlement Amount, and the Final Order
20 and Judgment; and **(b)** hearing and determining the application by Class Counsel for an award of
21 attorneys' fees, costs, and expenses, which hearing shall take place concurrently with the hearing for
22 this Final Order and Judgment; and **(c)** consistent with Code of Civil Procedure Section 384, the
23 Court shall set a Compliance Hearing Date for June 17, 2026 at 2:30 p.m. in Department 19 and at
24 least five days before this date the Parties will file a joint report regarding the status of the
25 disbursement of the settlement, the value of the checks not cashed by Class Members, and a proposed
26 amended judgment such that the Court may amend this judgment and allow for the value of the
27 uncashed checks to be donated to nPower.

28 20. Neither Defendant nor any related persons or entities shall have any further liability

1 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
2 provided for by the Stipulation.

3 21. The Parties will bear their own costs and attorneys' fees except as otherwise provided
4 herein.

5 22. Upon entry of this Final Order and Judgment, and by operation of this Final Order
6 and Judgment, the claims in this Action of each Class Member against Defendants, and against any
7 and all of the Released Parties (as defined in the Stipulation), are fully, finally, and forever released,
8 relinquished, and discharged pursuant to the terms of the Stipulation.

9 23. By operation of this Final Order and Judgment, all members of the Class are hereby
10 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by
11 the limited general release against any of the Released Parties (as defined in the Stipulation).

12 24. By operation of this Final Order and Judgment, the Class Representative is hereby
13 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by
14 the general release against any of the Released Parties (as defined in the Stipulation).

15 25. Each member of the Class is bound by this Final Order and Judgment, including,
16 without limitation, the release of claims as set forth in the Stipulation.

17 26. This Final Order and Judgment and the Stipulation, and all papers related thereto, are
18 not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
19 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
20 wrongdoing in this Action or in any other proceeding.

21 27. In the event that the Settlement does not become effective in accordance with the
22 terms of the Stipulation, then this Final Order and Judgment shall be rendered null and void to the
23 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event,
24 all orders entered and releases delivered in connection herewith shall be null and void to the extent
25 provided by and in accordance with the Stipulation, and each party shall retain his, her, or its rights
26 to proceed with litigation of the Action.

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1 28. The Court finds that there is no just reason for delay of entry of this Final Order and
2 Judgment and hereby directs its entry.

3
4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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6 DATED: November 6, 2025



Hon. Theodore C. Zayner
Judge of the Santa Clara County Superior Court