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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JEFFERSON LOPEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MISSION POOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2022-01283102-CU-OE-CXC

*[Assigned for all purposes to the Hon. William D.
Claster, Dept. CX101]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: July 12, 2024
Time: 9:00 a.m.
Dept.: CX101

Action Filed: December 5, 2022
Trial Date: None Set

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Jefferson Lopez (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law firm
9 of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in
13 the world exclusively devoted to representing management in employment, employee benefits and labor
14 law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones Day,
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I
19 returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017,
20 I practiced exclusively labor and employment law, with a strong emphasis and most of my time working
21 on wage and hour class actions venued in both state and federal courts. During that time and my legal
22 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

23 5. During my employment at Littler Mendelson, I played a significant role in the class actions
24 that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular,
25 I received a wide-array of wage and hour class action experience performing the following types of tasks:
26 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;
27 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing
28 discovery related motions; drafting motions to consolidate related matters; interviewing putative class

1 members and obtaining declarations in connection with class certification; drafting oppositions to motions
2 for class certification; drafting motions for decertification following class certification; conducting
3 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing
4 at class certification and potential damages resulting from such claims; drafting mediation briefs; serving
5 as the primary contact to in-house counsel; deposing named plaintiffs and putative class members;
6 deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was
7 involved in the negotiations and settlements of many large wage and hour class actions. In short, I played
8 an integral role in all aspects of litigation from the inception of a matter through and beyond class
9 certification. I also supervised the work of several junior attorneys who were staffed on the same wage
10 and hour class actions.

11 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
12 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 13 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
14 States District Court, Central District of California, Honorable Gary Klausner,
15 presiding¹.
- 16 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior
17 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 18 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
19 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 20 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior
21 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 22 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
23 United States District Court, Central District of California, Honorable Percy
24 Anderson, presiding.

25
26
27
28 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
14 United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
16 Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
24 States District Court, Central District of California, Honorable Margaret Morrow,
25 presiding.

26
27 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
5 States District Court, Southern District of California, Honorable John A. Houston,
6 presiding.
- 7 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
8 District Court, Central District of California, Honorable Margaret Morrow,
9 presiding.
- 10 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
14 States District Court, Northern District of California.
- 15 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
17 presiding.
- 18 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
19 Court, County of Santa Clara.
- 20 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
21 County of Los Angeles, Honorable Terry Green, presiding.
- 22 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
23 Court, County of San Francisco.
- 24 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
25 Court, Northern District of California, Honorable Richard Seeborg, presiding.

26 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
27 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
28 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of

1 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
2 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five
3 (65) wage and hour class actions filed in State courts throughout California, with several of them having
4 been removed to Federal courts. I believe that my professional experience renders me more than qualified
5 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal
6 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and
7 hour cases throughout my career involving similar claims, including the wage and hour class actions
8 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,
9 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
10 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition
11 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
12 involved in wage and hour class action litigation.

13 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
14 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
15 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
16 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
17 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster
18 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
19 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
20 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
21 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
22 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
23 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
24 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
25 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
26 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
27 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
28 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley

presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

10. On September 28, 2022, Plaintiff filed the instant putative class action complaint. Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On September 29, 2022, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Mission Pools regarding his intention of filing a PAGA claim based on the labor code violations alleged in his complaint. *Id.* On December 5, 2022, after exhausting his administrative remedies, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under the PAGA. On April 13, 2023, Plaintiff submitted a supplemental letter to the LWDA and Mission Pools of Escondido, Inc. regarding his intention of filing a PAGA claim based on the labor code violations alleged

1 in his complaint. On July 12, 2023, Plaintiff filed an Amendment to Complaint identifying Mission Pools
2 of Escondido, Inc. as DOE 1. Mission Pools, Inc. is a separate and distinct entity from Mission Pools of
3 Escondido, Inc. Mission Pools, Inc. is not a parent or a subsidiary of Mission Pools of Escondido, Inc.
4 The actual employing entity is Mission Pools of Escondido, Inc. Plaintiff's primary claims are that
5 Mission Pools: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3)
6 failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to reimburse
7 necessary business expenses; (6) failed to provide accurate, itemized wage statements; (7) failed to timely
8 pay all wages upon termination; (8) engaged in unlawful business practices; and (9) is liable for civil
9 penalties under the Private Attorneys General Act ("PAGA").

10 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories
11 of liability are related to Mission Pools' alleged unlawful wage and timekeeping policies and practices.
12 Plaintiff alleges that he and the Class Members were not fully compensated for all of their time worked
13 because Mission Pools would unlawfully shave their work time and/or round their work time such that
14 they would not be fully paid for all time worked. Specifically, This time-shaving and/or rounding practice
15 utilized by Defendants was not even-handed over time and would almost exclusively round and shave in
16 Defendants' favor such that employees were routinely unpaid for his time worked.

17 12. Mission Pools contends that it compensated Class Members for all of their time worked.
18 Mission Pools also contends that its rounding practices were lawful, and any unpaid time, if any, was *de*
19 *minimis* and therefore non-compensable. Mission Pools further asserts that Plaintiff would be unable to
20 certify a rounding class given the individualized inquiries that would be required, and also that Mission
21 Pools' rounding policy/mechanism was, according to it, neutral on its face and in its application.

22 13. Plaintiff alleges that he and the Class Members were not provided all required meal periods
23 due to Defendants' meal period policies/practices which fail to provide uninterrupted, duty-free 30-
24 minute meal periods prior to the start of the fifth hour of work. Specifically, Plaintiff alleges that due to
25 the work demands imposed by Defendants, Defendants provided late or otherwise unlawful meal periods
26 to Plaintiff and their non-exempt employees because they would begin their shift around 6:30 a.m. but
27 could not take a meal period until typically around 12:30 p.m. or later. Moreover, Plaintiff alleges that
28 there were shifts where Defendants failed to provide a meal period altogether. Further, based on the

1 timekeeping data produced by Mission Pools in connection with mediation, it appears Mission Pools did
2 not require Plaintiff and the other non-exempt employees to clock in and out for meal periods. Therefore,
3 despite Defendants' failure to keep any records of meal periods, at least during a portion of the relevant
4 Class Period, Plaintiff alleges that Defendants unlawfully and automatically deducted thirty minutes from
5 Plaintiff's work time each shift for a purported meal period regardless of whether or not a meal period
6 was taken and regardless of whether the meal period, if taken, was less than 30 minutes in length.

7 14. Mission Pools counters that it has always maintained a lawful meal period policy and
8 provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-
9 compliant meal periods reflected in employee timekeeping records were solely the result of employee
10 choice, rather than any policy or practice of Mission Pools. Mission Pools points out that it is only required
11 to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have
12 always done so. Finally, Mission Pools contends Plaintiff's meal period claim is not suited for class
13 certification, given that a number of Class Members signed arbitration agreement and since individual
14 inquiries would be required to assess which employees took non-compliant meal periods, how many meal
15 periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant
16 meal period or missed a meal period during a particular shift.

17 15. Plaintiff alleges that he and Settlement Class Members were also not authorized and
18 permitted to take all required rest periods due to Mission Pools rest period policies and practices.
19 Specifically, Plaintiff alleges that Mission Pools rest period policies and practices did not authorize and
20 permit Plaintiff and the other non-exempt employees a net ten-minute rest period for every four hours
21 worked, or major fraction thereof. Moreover, Plaintiff alleges on those occasions when Plaintiff was not
22 authorized and permitted to take all legally compliant rest periods to which he was entitled, Defendants
23 failed to compensate Plaintiff with the required rest period premium for each workday in which he
24 experienced a rest period violation as mandated by Labor Code § 226.7. Thus, Plaintiff alleges that he and
25 other non-exempt employees experienced at least one rest period violation on every shift worked in excess
26 of 6.0 hours.

27 16. Mission Pools contends it has always maintained and enforced lawful rest period policies
28 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest

1 periods in compliance with California law. Mission Pools also argues that Plaintiff's rest period claim is
2 inherently unsuited for class treatment as a number of Class Members signed arbitration agreements and
3 it requires an individualized inquiry into whether each Settlement Class Member was in fact authorized
4 and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-
5 trials.

6 17. Plaintiff alleges throughout Plaintiff's employment with Defendants, Defendants failed to
7 reimburse Plaintiff for expenses he incurred in direct consequence of the discharge of his duties including,
8 without limitation, costs incurred for using his personal cellular phone. Despite the necessity of incurring
9 expenses in the discharge of his duties, Plaintiff alleges he was never reimbursed for all necessary
10 expenditures he incurred as a direct consequence of the discharge of his duties. Specifically, Plaintiff
11 contends that this conduct violated Labor Code section 2802 and *Cochran v. Schwan's Home Service,*
12 *Inc.* (2014) 228 Cal.App.4th 1137.

13 18. Mission Pools contends it has an expense reimbursement policy in effect during the
14 relevant time period and that any expenses incurred in direct consequence of the discharge of job duties
15 would have been reimbursed. Mission Pools contends that the use of cellular phones was not required
16 by Plaintiff or the class members to perform their job duties and that to the extent they used their cellular
17 phones, they did so purely because it was their personal preference, not because it was necessary to
18 perform their job duties. Mission Pools further contends it provided company issued cellular phones to
19 crew leads. Mission Pools therefore argues that this claim is not suitable for class treatment because it
20 would require individualized determinations as to whether employees used their phone, whether the use
21 was in direct discharge of their job duties, and the reasoning behind using a personal cellular phone.

22 19. Plaintiff further alleges that Mission Pools issued inaccurate wage statements in violation
23 of Labor Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages
24 described above. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because
25 the wage statements issued to Settlement Class Members did not include all hours worked and the rate at
26 which they were being paid. There were approximately 3,730 wage statements issued during the relevant
27 time period.

28 20. Mission Pools argues that its alleged wage statement violations could not be shown to be

1 “knowing and intentional,” and that Plaintiff cannot show that he or any other employee “suffer[ed] injury”
2 as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of
3 penalties.

4 21. Plaintiff alleges that Mission Pools is also liable for waiting time penalties under Labor
5 Code section 203 as a result of its failure to pay all wages. Based on the data provided by Mission Pools,
6 there were approximately 131 Settlement Class Members who have separated their employment with
7 Mission Pools during the relevant time period who could be entitled to waiting time penalties.

8 22. Mission Pools asserts it has strong defenses to the waiting time claim because there exist
9 good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

10 23. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor
11 Code violations.

12 24. Mission Pools argues that Plaintiff’s PAGA claim will fail for the same reasons that her
13 underlying claims will fail. Mission Pools also maintains that, given its good faith defenses, this Court
14 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Mission Pools
15 liable for any of Plaintiff’s claims.

16 25. These considerations not only bore heavily on the negotiations leading to the Settlement,
17 but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of
18 further litigation. As detailed in Plaintiff’s Motion for Preliminary Approval, Plaintiff carefully vetted the
19 claims at issue and conducted a detailed liability analysis of class-wide data to arrive at the calculated
20 damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is
21 fair, adequate, and reasonable in view of them.

22 26. In advance of mediation, Mission Pools produced a 20% sampling timekeeping and payroll
23 data for the putative class, as well as its wage and hour policies and other relevant documents and
24 information relevant to the claims alleged. After the detailed review of the documents and data produced
25 by Mission Pools, Class Counsel drew on their extensive experience in similar cases to assess the strengths
26 and weaknesses of Plaintiff’s case. This discovery allowed the parties to assess the merits and value of
27 Plaintiff’s claims and Mission Pools defenses.

1 27. On June 1, 2022, a mediation was held with Jill Sperber, Esq., a well-respected wage and
2 hour class action mediator. During mediation, the Parties vigorously debated their opposing legal
3 positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and
4 defenses. Ultimately, the parties agreed in principle on a class-wide resolution. *Id.* In the weeks that
5 followed, the parties finalized the terms of settlement and executed the Stipulation of Class and PAGA
6 Action Settlement ("Settlement").

7 28. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval
8 on September 18, 2023. On February 22, 2024, the Court issued an order Granting Preliminary Approval
9 of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting
10 Preliminary Approval.

11 29. The Settlement Class encompasses:

12 All current and former non-exempt, hourly employees of Defendant Mission Pools
13 of Escondido, Inc. who worked at any time in California between September 28,
14 2018 and September 9, 2023.

15 The "Class Period" is defined as September 28, 2018 and September 9, 2023.

16 The escalator clause was triggered and Defendants elected to exercise their option of shortening the Class
17 and PAGA Periods to September 9, 2023.

18 Further, at the time of preliminary approval, Plaintiff estimated the Settlement Class to be
19 227. After receiving the Class Data from Defendants, and Defendants' election to shorten the end of the
20 Class and PAGA Period, the class size only slightly increased by 2 to 229. Therefore, there was no
21 significant change in the estimations provided at the time of preliminary approval and now at final
22 approval.

23 30. After disbursement, Settlement Class Members will have 180 days to cash their checks.
24 Funds remaining unclaimed will be transferred to the California State Controller's Office – Unclaimed
25 Property Fund in the name of the corresponding Settlement Class Member(s).

26 31. Moreover, in my experience in wage and hour class action matters similar to this one, fee
27 awards generally average around one-third of the gross recovery.

28 32. My law firm's and co-counsel's work on this case includes, but is not limited to:
conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing

1 Missions' documents and policies, analyzing Plaintiff's and settlement class members' timekeeping data
2 and payroll records, preparing for and attending mediation, negotiating and revising the long-form
3 Settlement, preparing this Motion, and otherwise litigating the case.

4 33. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
5 one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines
6 Law Group, APC have incurred \$11,394.56 in out-of-pocket costs reasonably incurred in litigating this
7 matter, which includes costs associated with filing the instant motion. Attached hereto as **Exhibit B** is
8 an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger
9 fees, service fees, copying costs, mediation fees, and postage. True and correct copy of the firms'
10 contemporaneous billing expenses are attached hereto as **Exhibit C**.

11 34. My experience in matters similar to this one was integral in evaluating the strengths and
12 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
13 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
14 federal law, as well as the procedural law of class action litigation. This case involved legal issues
15 including questions surrounding the propriety of statutory penalties, to name just a few.

16 35. Given the considerable potential for adverse outcomes in this case, including, but not
17 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
18 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
19 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
20 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
21 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
22 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
23 this matter, my firm and co-counsel firm will have litigated this case for well over four years with no
24 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
25 above, Class Counsel has advanced a total of \$11,394.56 in out-of-pocket costs reasonably incurred in
26 litigating this matter, which includes costs associated with filing the instant motion, on a contingency
27 basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did
28 not prevail in this lawsuit.

36. I have reviewed and itemized by categories of activities the attorney hours spent by my firm and my co-counsel on this matter. A true and correct copy of my law firm and co-counsel's billing summary, itemized by categories of activities, together with hourly billing rate information is attached hereto as **Exhibit D**. The names that correspond with the billing initials identified in Exhibit D are summarized below. In this case Class Counsel have a lodestar of **\$197,727.50** which is 1.46 times more than the \$135,000 fee request. The following is a summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	SML	\$900	38.2	\$34,380.00
Elizabeth Nguyen (17th Year Attorney)	EN	\$800	93.4	\$74,720.00
Paul K. Haines (16th Year Attorney)	PKH	\$800	16.2	\$12,960.00
Milan Moore (7th Year Attorney)	MM	\$650	113.1	\$73,515.00
Paralegals	DJ/MA	\$175	12.3	\$2,152.50
Total Lodestar				\$197,727.50

37. My proposed hourly rate of \$900, Ms. Nguyen's proposed hourly rate of \$800, Mr. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit E**. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$997, the hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th year attorney is \$508.

38. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck);

1 *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee
2 award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732
3 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*,
4 JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee
5 recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award
6 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,
7 December 26, 2000) (33-13% of the settlement)

8 39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
9 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
10 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
11 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian, Los Angeles Sup. Ct.*, Nov. 19, 1990,
12 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
13 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105
14 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-
15 56886 (40%).

16 40. Plaintiff has provided written approval of the split of attorneys' fees in this action, with
17 40% to Lidman Law, APC and 60% to Haines Law Group, APC. Further, being a private law practice
18 my firm can only properly litigate a limited number of cases at one time. The professional demands of
19 this case were significant, including a significant number of hours of attorney and paralegal time. This
20 litigation precluded my firm from other employment due to the time and financial commitments required
21 by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only
22 compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the
23 requested fees are reasonable.

24 41. Plaintiff seeks a service award of \$5,000.00 and believes this request is reasonable given
25 Plaintiff's efforts in this case and the risks she undertook on behalf of Class Members. Plaintiff gathered
26 documents for use in the lawsuit, and worked with Class Counsel on the case, including preparing for
27 mediation and discussing the case, the merits, the defenses, and settlement. Further, Plaintiff understood
28 the risk that she could be liable for Mission Pools' costs if he lost the case and accepted this risk because

1 he wanted Mission Pools to compensate its current and former employees for unpaid wages. In addition,
2 Plaintiff understood that the lawsuit is a matter of public record and being part of the could stigmatize
3 her and/or affect future employment. Plaintiff estimates he spent approximately 8-10 hours on activities
4 related to this case. Additionally, Plaintiff has agreed to a general release and 1542 waiver.

5 42. Plaintiff submitted copies of the Settlement Agreement, Addendum to the Settlement, and
6 Order Granting Preliminary Approval to the LWDA on September 18, 2023, February 23, 2024, and
7 February 23, 2024, respectively. A true and correct copy of the proof of service is attached hereto as
8 **Exhibit F, G, and H, respectively.**

9 43. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final
10 Approval and all supporting documents via the LWDA's website on the same date that it is filing this
11 motion and will file a supplemental proof of service after the Motion for Final Approval and all supporting
12 documents are submitted to the LWDA.

13 44. As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to
14 class members, the final judgment entered by the Court will be posted on the Settlement Administrator's
15 website at lopez-v-mission-pools.phoenixcases.com.

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

18 Executed on June 18, 2024, at El Segundo, California.

19
20 
21 Scott M. Lidman

EXHIBIT A

EXHIBIT A

1 **LIDMAN LAW, APC**
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4 Milan Moore (SBN 308095)
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6 Attorneys for Plaintiff
JEFFERSON LOPEZ

8 **HAINES LAW GROUP, APC**
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12 El Segundo, California 90245
13 Tel: (424) 292-2350
14 Fax: (424) 292-2355

11 Attorneys for Plaintiff
JEFFERSON LOPEZ

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**

15 JEFFERSON LOPEZ, as an individual and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 MISSION POOLS, INC., a California
20 corporation; and DOES 1 through 100,
21 inclusive,

22 Defendants.

Case No. 30-2022-01283102-CU-OE-CXC

*[Assigned for all purposes to the Hon. William
D. Claster, Dept. CX101]*

~~[SECOND AMENDED PROPOSED]~~
**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 9, 2024
Time: 9:00 a.m.
Dept.: CX101

Action Filed: December 5, 2022
Trial Date: None Set

1 The Motion of Plaintiff Jefferson Lopez ("Plaintiff") for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on February 9, 2023 at 9:00 a.m., The
3 Court, having considered the proposed Stipulation of Class and PAGA Action Settlement (the
4 "Settlement"), attached as Exhibit 2 to the Declaration of Elizabeth Nguyen filed concurrently with the
5 Motion (ROA 54) and Addendum to the Class and PAGA Action Settlement attached to the
6 Supplemental Declaration of Milan Moore filed concurrently herewith (ROA 75); having considered
7 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and
8 Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing,
9 HEREBY ORDERS THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action settlement as set forth in
11 the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately
12 could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement,
13 the Court finds that the proposed Settlement Class is ascertainable and that there are a sufficiently well-
14 defined community of interest among the members of the Settlement Class in questions of law and fact.
15 Therefore, for settlement purposes only, the Court grants conditional certification of the following
16 Settlement Class:

17 All current and former non-exempt, hourly employees of Defendant Mission
18 Pools of Escondido, Inc. who worked at any time in California between
19 September 28, 2018 and the date the Court enters an order granting preliminary
approval.

20 2. For purposes of the Settlement, the Court designates named Plaintiff Jefferson Lopez as
21 Class Representative, and Scott M. Lidman and Milan Moore of Lidman Law, APC and Paul Haines of
22 Haines Law Group, APC as Class Counsel.

23 3. The Court designates Phoenix Class Action Administration Solutions as the third-party
24 Settlement Administrator for mailing notices.

25 4. The Court approves, as to form and content, the Notice Packet which consists of the
26 Notice of Pendency of Class Action and Proposed Class and PAGA Settlement, Notice of Settlement
27 Award, and Request for Exclusion form and is attached to the Addendum as Exhibit A.
28

1 5. The Court finds that the form of notice to the Settlement Class regarding the pendency of
2 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
3 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
4 notice to all members of the Settlement Class. The form and method of giving notice complies fully
5 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
6 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
7 other applicable law.

8 6. The Court further approves the procedures for Settlement Class Members to opt out of or
9 object to the Settlement, as set forth in the Notice Packet.

10 7. The procedures and requirements for filing objections in connection with the Final
11 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
12 presentation of any Settlement Class Member's objection to the Settlement, in accordance with the due
13 process rights of all Settlement Class Members.

14 8. The Court directs the Settlement Administrator to mail the Notice Packet to the members
15 of the Settlement Class in accordance with the terms of the Settlement.

16 9. The Class Notice shall provide at least 60 calendar days' notice for members of the
17 Settlement Class to opt out of, or object to, the Settlement.

18 10. The Final Fairness Hearing on the question of whether the Settlement should be finally
19 approved as fair, reasonable, and adequate is scheduled in Department CX101 of this Court, located at
20 751 West Santa Ana Boulevard, Santa Ana, California, 92701 on July 12, 2024 at 9:00 a.m.

21 11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should
22 be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment
23 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for
24 reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, and payment
25 to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code
26 Private Attorneys General Act ("PAGA") should be granted.

27 12. Counsel for the parties shall file memoranda, declarations, or other statements and
28

materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	February 26, 2024 (10 business days after entry of an order preliminarily approving the Settlement on February 9, 2024)
Settlement Administrator to mail Notice Packets to Class Members in English and Spanish	March 11, 2024 (10 business days after receiving Class Information from Defendant)
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	May 10, 2024 (60 calendar days after mailing of the Notice by the Settlement Administrator)
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	June 18, 2024
Final Fairness Hearing:	July 12, 2024 at 9:00 a.m.

14. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 2-22, 2024



Honorable William D. Claster
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Jefferson Lopez v. Mission Pools, Inc.

EXPENSE	AMOUNT
Mediation Costs (Plaintiff's 50% portion of the mediator's fee)	\$9,375.00
Filing Fees (including costs associated with filing instant Final Approval Motion)	\$1,924.02
Copying Costs	\$64.00
Postage Costs	\$31.54
TOTAL:	\$11,394.56

EXHIBIT C

EXHIBIT C

Selection Criteria

Slip.Record ID
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time	Rate Rate Info Bill Status	Slip Value
95212 EXP 8/31/2022 WIP Postage for August, 2022.	Andy Postage Lopez, Jefferson	1	6.57	6.57
95253 EXP 8/31/2022 WIP Copying cost for August, 2022.	Andy Photocopies Lopez, Jefferson	17	0.25	4.25
95424 EXP 9/29/2022 WIP Submission to LWDA for Initial PAGA Notice LWDA-CM-910972-22	Gladys Filing Fee Lopez, Jefferson	1	75.00	75.00
95498 EXP 9/30/2022 WIP Postage for September, 2022.	Gladys Postage Lopez, Jefferson	1	8.06	8.06
95633 EXP 9/30/2022 WIP Copying cost for September, 2022.	Gladys Photocopies Lopez, Jefferson	13	0.25	3.25
95918 EXP 9/30/2022 WIP One legal's fee for filing of: Class action complaint, summons issued and filed, civil case cover sheet (Unlimited) #19007853	Imelda Filing Fee Lopez, Jefferson	1	1492.52	1492.52
96804 EXP 11/17/2022 WIP One legal's fee for filing of: Notice and	Imelda Filing Fee Lopez, Jefferson	1	15.19	15.19

5/30/2024
12:55 PM

Haines Law Group, APC
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
acknowledgement of receipt					
Order #: 19319509					
96818	EXP	Imelda	1	15.19	15.19
11/22/2022		Filing Fee			
WIP		Lopez, Jefferson			
One legal's fee for filing of: Notice of entry of minute order and case management conference order					
Order #: 19346484					
96488	EXP	Gladys	1	0.81	0.81
11/30/2022		Postage			
WIP		Lopez, Jefferson			
Postage for November, 2022.					
96521	EXP	Gladys	11	0.25	2.75
11/30/2022		Photocopies			
WIP		Lopez, Jefferson			
Copying cost for November, 2022.					
97170	EXP	Imelda	1	15.19	15.19
12/6/2022		Filing Fee			
WIP		Lopez, Jefferson			
One legal's fee for filing of: Amended complaint					
Order #: 19413689					
96988	EXP	Gladys	1	1.92	1.92
12/31/2022		Postage			
WIP		Lopez, Jefferson			
Postage for December, 2022.					
97038	EXP	Gladys	40	0.25	10.00
12/31/2022		Photocopies			
WIP		Lopez, Jefferson			
Copying cost for December, 2022.					
98565	EXP	Imelda	1	19.77	19.77
2/7/2023		Filing Fee			
WIP		Lopez, Jefferson			
One legal's filing fee for: Joint statement					
Order #: 19787883					
98797	EXP	Fletcher	1	9375.00	9375.00
3/22/2023		Mediation			
WIP		Lopez, Jefferson			
Judicate West Mediation on 6/1/2023					
Invoice #591651					

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12:55 PM

Haines Law Group, APC
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
98893	EXP	Andy	2	0.25	0.50
3/31/2023		Photocopies			
WIP		Lopez, Jefferson			
Copying cost for March, 2023.					
99297	EXP	Andy	26	0.25	6.50
4/30/2023		Photocopies			
WIP		Lopez, Jefferson			
Copying cost for April, 2023.					
99434	EXP	Gladys	1	14.18	14.18
4/30/2023		Postage			
WIP		Lopez, Jefferson			
Postage for April, 2023.					
99631	EXP	Gladys	76	0.25	19.00
5/31/2023		Photocopies			
WIP		Lopez, Jefferson			
Copying cost for May, 2023.					
100347	EXP	Imelda	1	38.30	38.30
6/5/2023		Filing Fee			
WIP		Lopez, Jefferson			
One legal's filing fee for: Joint notice of settlement and stipulation to continue case management conference pending: Order.					
Order #: 20541736					
100222	EXP	Gladys	69	0.25	17.25
6/30/2023		Photocopies			
WIP		Lopez, Jefferson			
Copying cost for June, 2023.					
101335	EXP	Imelda	1	17.71	17.71
7/19/2023		Filing Fee			
WIP		Lopez, Jefferson			
One legal's filing fee for: Amendment to complaint					
Order #: 20783947					
101962	EXP	Imelda	1	79.48	79.48
9/20/2023		Filing Fee			
WIP		Lopez, Jefferson			
First legal's filing fee for: Motion - other					
Order #: 21238641					
104186	EXP	Andy	1	19.71	19.71
2/1/2024		Filing Fee			
WIP		Lopez, Jefferson			

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12:55 PM

Haines Law Group, APC
Slip Listing

Page 4

Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time	Rate Rate Info Bill Status	Slip Value
One Legal's Filing fee for: Declaration - other Order #: 22126592				
104361 EXP 2/22/2024 WIP One Legal's filing fee for: Order - other, Proposed order Order #: 22230986	Paul Filing Fee Lopez, Jefferson	1	19.71	19.71
107538 EXP 6/18/2024 WIP Filing fee for filing Final Approval Motion	Marlyn Filing Fee Lopez, Jefferson	1	79.48	79.48
103382 EXP 10/3/2024 WIP One Legal's Filing fee for: Stipulation and order, Proposed stipulation and order. Order #: 21332230	Imelda Filing Fee Lopez, Jefferson	1	37.27	37.27
Grand Total				
	Billable	0.00		11394.56
	Unbillable	0.00		0.00
	Total	0.00		11394.56

EXHIBIT D

EXHIBIT D

Lidman Law, APC and Haines Law Group, APC

Billing Summary

Jefferson Lopez v. Mission Pools, Inc.

Activity	Billing Initials/Hrs/Rate	AMOUNT
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	SML 1.4 hrs @ \$900/hr PKH 2.6 hrs @ \$800/hr EN 4.7 hrs @ \$800/hr DJ 1.5 hrs @ \$175/hr	\$7,362.50
Legal research regarding claims and drafting class action complaint and LWDA letter; prepare First Amended Complaint to add PAGA claim.	SML 2.9 hrs @ \$900/hr EN 8.1 hrs @ \$800/hr MM 3.1 hrs @ \$650/hr DJ 2.2 hrs @ \$175/hr	\$11,490
Meeting and conferring with defense counsel regarding case and mediation; conducting detailed review and analysis of timekeeping and payroll records; review policies and procedures; reviewing and organizing mediation data production; preparing exposure analysis of claims for unpaid time, and statutory penalties; legal research and analysis re claims; drafting, revising and finalizing mediation brief; and communications with client re mediation.	SML 6.1 hrs @ \$900/hr PKH 4.4 hrs @ \$800/hr EN 20.1 hrs @ \$800/hr MM 35.5 hrs @ \$650/hr	\$48,165
Preparing for and attending mediation with Jill Sperber.	SML 9.5 hrs @ \$900/hr EN 12.5 hrs @ \$800/hr MM 14.5 hrs @ \$650/hr	\$27,975
Negotiating, drafting, and revising memorandum of understanding;	SML 3.1 hrs @ \$900/hr PKH 1.4 hrs @ \$800/hr	\$17,785

negotiating, drafting, and revising long-form settlement agreements and Notice Packet (which consists of <i>(i) the Notice of Pendency of Class Action and Proposed Settlement; (ii) Notice of Individual Settlement Award; (iii) Request for Exclusion Form; and (iv) Objection Form</i>); exchanging multiple drafts of the long form agreement and notice packet documents with defense counsel; and multiple communications with defense counsel re the same; and conferring with co-counsel re edits; and communications with client re same.	EN 14.5 hrs @\$800/hr MM 3.5 hrs @\$650/hr	
Drafting misc. stipulations, joint reports, requests to continue, and notices, including Notice of Settlement and Notice of Rulings; and communications with defense counsel and exchanging drafts of same with defense counsel.	EN 3.9 hrs @ \$800/hr MM 5.5 hrs @ \$650/hr DJ 3.5 hrs @ \$175/hr	\$7,307.50
Drafting, revising, and filing preliminary approval motion and supporting documents, including client declaration, attorneys' declaration and settlement administrator's declaration; drafting amended settlement agreement; drafting and filing amended proposed order granting preliminary approval; drafting supplemental brief in support of preliminary approval.	SML 4.40 hrs @ \$900/hr PKH 2.00 hrs @ \$800/hr EN 14.90 hrs @ \$800/hr MM 21.90 hrs @ \$650/hr DJ/MA 2.60 hrs @ \$175/hr	\$32,170

Correspondence with Settlement Administrator after preliminary approval was granted; review and approval mailing of Notice Packets; review weekly correspondence from Settlement Administrator re: opt outs, disputes, and objections and communicate with Settlement Administrator and defense counsel re approved communications with settlement class members	SML 0.8 hrs @\$900/hr MM 1.3 hrs @\$650/hr	\$1,565
Drafting final approval motion and supporting documents, including attorneys' declarations and settlement administrator's declaration.	SML 3.5 hrs @ \$900/hr PKH 1.5 hrs @\$800/hr MM 12.1 hrs @\$650/hr MA 2.5 hrs @\$175/hr	\$12,652.50
Misc. meetings between co-counsel re: case status, updates, strategy, mediation, preliminary approval motion, and final approval motion.	SML 6.5 hrs @ \$900/hr PKH 4.3 hrs @\$800/hr EN 14.7 hrs @\$800/hr MM 15.7 hrs @\$650/hr	\$31,255
TOTAL:		\$197,727.50

EXHIBIT E

EXHIBIT E

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT F

EXHIBIT F

LIDMAN LAW, APC

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Attorneys for Plaintiff
JEFFERSON LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JEFFERSON LOPEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MISSION POOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2022-01283102-CU-OE-CXC

*[Assigned for all purposes to the Hon. William D.
Claster, Dept. CX101]*

**PROOF OF SERVICE ON LWDA RE:
STIPULATION OF CLASS AND PAGA ACTION
SETTLEMENT AND PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 17, 2023
Time: 9:00 a.m.
Dept.: CX101
Reservation Number: 74105569

Action Filed: December 5, 2022
Trial Date: None Set

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, CA 90245.

On September 18, 2023, I served the foregoing document(s) described as:

- 1. Stipulation of Class and PAGA Action Settlement.**
- 2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
- 3. Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
- 5. Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement**
- 7. Declaration of Plaintiff Jefferson Lopez in Support of Motion for Approval of Class Action Settlement**
- 8. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval**
- 9. [Proposed] Order Granting Preliminary Approval of Class Action Settlement**

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-727828-19.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 18, 2023, at El Segundo, California.



Dana Joudi

EXHIBIT G

EXHIBIT G

LIDMAN LAW, APC

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Milan Moore (SBN 308095)

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Attorneys for Plaintiff

JEFFERSON LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JEFFERSON LOPEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MISSION POOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2022-01283102-CU-OE-CXC

*[Assigned for all purposes to the Hon. William D.
Claster, Dept. CX101]*

**PROOF OF SERVICE ON LWDA RE: (1)
ADDENDUM TO THE STIPULATION OF
CLASS AND PAGA ACTION SETTLEMENT
and (2) PLAINTIFF'S SUPPLEMENTAL BRIEF
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: CX101

Action Filed: December 5, 2022

Trial Date: None Set

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, CA 90245.

On February 23, 2024, I served the foregoing document(s) described as:

1. Addendum to the Stipulation of Class and PAGA Action Settlement
2. Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement
3. Supplemental Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement
4. Declaration of Brett Dunn
5. [Amended Proposed] Order Granting Preliminary Approval of Class Action Settlement

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-910972-22.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 23, 2024, at El Segundo, California.

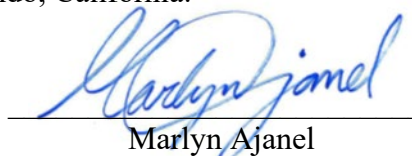

Marlyn Ajanel

EXHIBIT H

EXHIBIT H

LIDMAN LAW, APC

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Attorneys for Plaintiff
JEFFERSON LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JEFFERSON LOPEZ, as an individual and on
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Plaintiff,

vs.

MISSION POOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2022-01283102-CU-OE-CXC

*[Assigned for all purposes to the Hon. William D.
Claster, Dept. CX101]*

**PROOF OF SERVICE ON LWDA RE ORDER
GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Action Filed: December 5, 2022

Trial Date: None Set

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, CA 90245.

On February 23, 2024, I served the foregoing document(s) described as:

1. ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-910972-22.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 23, 2024, at El Segundo, California.



Marlyn Ajanel