

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUL 16 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: , DEPUTY

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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]*

**~~PROPOSED~~ ORDER OF FINAL APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT AND FINAL JUDGMENT**

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

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

1 This matter came on regularly for hearing before this Court on July 12, 2024, pursuant to
2 California Rule of Court 3.769 and this Court's February 22, 2024 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation
4 of Class and PAGA Action Settlement and Addendum (collectively "Settlement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues
6 involved in this case, the risks of further prosecution and the substantial benefits to be received by the
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
10 Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class
13 consisting of:

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

16 The "Class Period" is defined as September 28, 2018 through September 9,
17 2023.

18 2. Plaintiff Jefferson Lopez is hereby confirmed as Class Representative, and Scott M.
19 Lidman and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law Group, APC are hereby
20 confirmed as Class Counsel.

21 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
22 manner of notice were approved by the Court on February 22, 2024, and the notice process has been
23 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
24 practicable under the circumstances. The Notice Packet (which is comprised of the Notice of Pendency
25 of Class Action and Settlement, Notice of Settlement Award, and Request for Exclusion Form) provided

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned
28 to them in the Settlement.

1 due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
2 members of their rights, and fully satisfied the requirements of California Code of Civil Procedure §
3 1781(e), California Rule of Court 3.769, and due process.

4 4. The Court finds that no Settlement Class member objected to the Settlement, zero (0)
5 Class Members have opted out of the Settlement, zero (0) notices were undeliverable, and that the 100%
6 participation rate in the Settlement supports final approval.

7 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
8 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
9 to its terms.

10 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
11 Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b)
12 there are questions of law or fact common to the Settlement Class, and there is a well-defined community
13 of interest among members of the Settlement Class with respect to the subject matter of the litigation;
14 (c) the claims of the Class Representative are typical of the claims of the members of the Settlement
15 Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement
16 Class members; (e) a class action is superior to other available methods for an efficient adjudication of
17 this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and
18 the Settlement Class.

19 7. The Court finds that given the absence of objections to the Settlement, and objections
20 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

21 8. The Court orders that Defendant deposit the Gross Settlement Amount of \$405,000 and
22 employer's share of payroll taxes on the portion allocated as wages with a mutually-selected third party
23 administrator within (30) days of the Effective Date.²

24
25 ² This Settlement shall become effective on the "Effective Date" which is defined as the latest
26 date after all of the following events have occurred: (i) the Settlement Agreement has been signed
27 by the Parties; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has
28 been sent to the Class Members, providing them the opportunity to object to the Settlement; and
the opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and

1 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

4 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
6 in conformity with the terms of the Settlement.

7 11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Jefferson
8 Lopez is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that
9 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
10 payment in conformity with the terms of the Settlement.

11 12. The Court finds that attorneys' fees in the amount of \$135,000.00 (60% to Haines Law
12 Group, APC or \$81,000.00 and 40% to Lidman Law, APC or \$54,000.00), and litigation costs of
13 \$11,394.56 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
14 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

15 13. The Court orders that the Settlement Administrator shall be paid \$9,950.00 from the
16 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
17 finds that sum appropriate.

18 14. The Court finds that the payment to the California Labor & Workforce Development
19 Agency ("LWDA") in the amount of \$22,500.00 (or 75% of the \$30,000 for PAGA) for its share of the
20 settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General
21 Act ("PAGA") is fair, reasonable, and adequate, and orders the Claims Administrator to distribute this

22 _____
23 entered the Court's Final Order and Judgment; and (v) the later of the following events: (A) when
24 the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has
25 elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60
26 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate
27 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
28 pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has
upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief
("Effective Date"). See Settlement, ¶ 4.B.

1 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$7,500
2 will be disbursed to PAGA Employees, which is defined as all current and former non-exempt, hourly
3 employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between
4 September 28, 2021 and September 9, 2023.

5 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
6 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in
7 addition to, the Gross Settlement Amount.

8 16. The Court finds and determines that upon satisfaction of all obligations under the
9 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have
10 released the Released Claims as set forth in the Settlement, and will be permanently barred from
11 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

12 17. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
13 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
15 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

16 18. Settlement Class Members and Plaintiff will release any and all claims, ^{as set} demands, rights,
NWDC ~~form in the Settlement.~~
17 liabilities and causes of action against Mission Pools, and all of its past and present officers, directors,
18 shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors,
19 consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents
20 and attorneys ("the Released Parties") that were pled in the Complaints in the Action or arose from the
21 same operative facts and/or allegations as those set forth in the Complaints in the Action, that arose
22 during the Class Periods defined above with respect to the following claims: (a) failure to pay all wages
23 owed, including minimum wages owed and overtime wages owed; (b) failure to provide meal periods,
24 or premium pay for non-compliant meal periods; (c) failure to authorize and permit rest periods, or
25 premium pay for non-compliant rest periods; (d) failure to reimburse necessary business expenditures;
26 (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages during
27 employment and upon separation of employment; and (g) all claims for unfair business practices that
28

1 could have been premised on the facts, claims, causes of action or legal theories described above
2 (collectively, "Released Class Claims"). The time period for the release of the Released Class Claims
3 against the Released Parties shall be the same time period as the Class Period.

4 19. PAGA Employees, including Plaintiff, will release and forever discharge all claims,
5 *as set forth in the Settlement.* demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys
6 General Act of 2004 against the Released Parties arising from the same set of operative facts and/or
7 allegations asserted in the Complaints and/or alleged in the letter to the Labor & Workforce
8 Development Agency ("LWDA") dated September 29, 2022 and April 13, 2023, including the
9 following: (a) failure to pay all wages owed, including minimum wages owed and overtime wages
10 owed; (b) failure to provide meal periods, or premium pay for non-compliant meal periods; (c) failure
11 to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to
12 reimburse necessary business expenditures; (e) failure to issue accurate, itemized wage statements; (f)
13 failure to timely pay wages during employment and upon separation of employment that occurred during
14 the PAGA Period (collectively, "PAGA Released Claim"). The time period for the release of the PAGA
15 Release against the Released Parties shall be the same time period as the PAGA Period, which is
16 September 28, 2021 to September 9, 2023.

17 20. Plaintiff, as of the Effective Date of the Releases, and his respective former and present
18 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
19 *as set forth in the Settlement.* release and discharge Released Parties from all claims, transactions, or occurrences that occurred during
20 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been
21 alleged based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
22 reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's
23 letters to the LWDA dated September 29, 2022 and April 13, 2023 ("Plaintiff's Release."). Plaintiff
24 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law
25 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be
26 and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
27 discovery of them. Plaintiff does not release any other claims, including claims for wrongful termination,
28

violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Notwithstanding the above or anything else in this Settlement, Plaintiff's waiver and release in this Settlement Agreement does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after this Agreement is executed by Plaintiff; and (iii) rights or claims arising of this Agreement. The Settlement Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation. Plaintiff also agrees to not request an exclusion from this settlement. Any Incentive Award approved by the Court will result in the issuance of a Form 1099 to the class representative, who shall assume full responsibility and liability for the payment of taxes due on such award.

WDL 21. The releases identified herein shall become effective ^{per the terms of the settlement.} on the date on which Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes ("Effective Date of the Releases"). Upon the Effective Date of the Releases, all Settlement Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Class Claims.

22. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

23. The Settlement Class members were provided notice that the Final Judgment would be posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted on the Settlement Administrator's website at: (lopez-v-mission-pools.phoenixcases.com).

1 24. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before **January 10, 2025**.

3 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

4 Dated: 7/16, 2024



Honorable William D. Claster
Judge of the Superior Court

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 July 15, 2024, I served the foregoing document(s) described as:

1. [Proposed] Order of Final Approval of Class and PAGA Action Settlement and Final Judgment

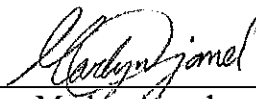
on the interested party(ies) in this action as follows:

Noah J. Woods (SBN 264823)
nwoods@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101
Tel: (619) 232-0441

Attorneys for Defendant
MISSION POOLS, INC.

[X] (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the above-listed electronic service addresses by electronic transmission via One Legal.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 15, 2024, at El Segundo, California.



Marlyn Ajanel