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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]*

**SUPPLEMENTAL DECLARATION OF
MILAN MOORE 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

1 I, MILAN MOORE, declare as follows:

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

7 2. On November 27, 2023, the Court identified various issues to be addressed by the Parties
8 in supplemental briefing and declarations.

9 3. The Parties have prepared and executed an Addendum to the Stipulation of Class and
10 PAGA Action Settlement and revised the Notice of Pendency of Class Action and Proposed Class and
11 PAGA Settlement and the following documents are being submitted concurrently herewith as Exhibits
12 hereto:

- 13 ➤ Attached as **Exhibit A** is a true and correct copy of the Addendum to the Stipulation
14 of Class and PAGA Action Settlement, with exhibit and signed by all counsel.
- 15 ➤ Attached as **Exhibit B** is a true and correct copy of the redlined version of the
16 revised Notice of Pendency of Class Action and Proposed Class and PAGA
17 Settlement.
- 18 ➤ Attached as **Exhibit C** is a true and correct copy of the final version of the revised
19 Notice of Pendency of Class Action and Proposed Class and PAGA Settlement.

20 4. Plaintiff will provide the LWDA with a copy of the supplemental briefing and Addendum
21 to the Settlement Agreement after it is filed and will file a supplemental proof of service prior to the
22 hearing.

23 5. Approximately 100 of the approximately 227 class members signed arbitration agreements,
24 or approximately 41% of the settlement class. The March 2023 version of the arbitration agreement did
25 not have a class/representative action waiver. A true and correct copy is attached hereto as **Exhibit D**.
26 However, the updated arbitration agreement does contain a class/representative action waiver. A true and
27 correct copy is attached hereto as **Exhibit E**. Plaintiff did not sign either variation of the arbitration
28

1 agreement. Although Plaintiff did not sign an arbitration agreement, he is typical of the class members
2 who did because similar to the class members, Plaintiff suffered from the same alleged labor code
3 violations during his employment with Defendants. Specifically, Plaintiff, like the settlement class
4 members (including those that signed arbitration agreements), was not provided all legally required
5 minimum and overtime wages, was not provided with all required meal periods, was not authorized and
6 permitted to take all required rest periods, did not receive meal and rest period premium wages when he
7 was not provided compliant meal and rest periods, was not reimbursed for expenses incurred in direct
8 discharge of his duties, was not provided with accurate, itemized wage statements, and was not paid all
9 wages due at the time of termination.

10 6. My office and co-counsel's office interviewed other class members other than Plaintiff.

11 7. The proper maximum valuation for this claim is as follows: 10,619 pay periods x 0.03
12 hours unpaid per pay period (2 minutes per pay period) x \$20.75 average hourly rate = approximately
13 \$6,610.00.

14 8. The evaluation of time and pay records produced in connection with mediation revealed
15 the amount of time allegedly lost due to rounding was minimal at most at approximately 2 minutes per
16 pay period.

17 9. The UCL claim does not have an independent value and it simply extends the limitations
18 period.

19 10. My office and co-counsel's office will submit contemporaneous billing records at the time
20 of final approval.

21 11. My office and co-counsel's office will submit billing records for administrative costs at the
22 time of final approval.

23 12. Counsel for Defendants confirmed that only English and Spanish translation are needed for
24 the notice based on the workforce.

25 //

26 //

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

3 Executed on January 30, 2024, at El Segundo, California.

4 
5
6 Milan Moore

EXHIBIT A

EXHIBIT A

**ADDENDUM TO THE STIPULATION OF CLASS AND PAGA
ACTION SETTLEMENT**

This Addendum to the Stipulation of Class and PAGA Action Settlement ("Addendum") is made and entered into between Plaintiff Jefferson Lopez ("Plaintiff"), individually and on behalf of all members of the Settlement Class and Defendant Mission Pools, Inc. and Mission Pools of Escondido, Inc. (collectively "Mission Pools" or "Defendants") (collectively the "Parties") pursuant to Paragraph 14 of the Stipulation of Class and PAGA Action Settlement.

This Addendum incorporates by reference all terms and conditions of the Stipulation of Class and PAGA Action Settlement executed by the Parties on or about September 6, 2023. But for those specific terms and conditions that this Addendum modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Addendum and the Stipulation of Class and PAGA Action Settlement will be interpreted and construed in favor of this Addendum.

Paragraph 9.F is hereby superseded and replaced by the following language:

Approving the form and content of the Notice Packet (which is comprised of the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement, Notice of Settlement Award, and Request for Exclusion Form, drafts of which are attached collectively hereto as **Exhibit A**), and directing the mailing of same in both Spanish and English;

The attached **Exhibit A** (the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement) hereby supersedes and replaces the Class Notice attached as Exhibit A to the Settlement Agreement.

IT IS SO STIPULATED AND AGREED UPON BY THE PARTIES:

Dated: January 26, 2024

LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiff

LITTLER MENDELSON, P.C.

Dated: January 26, 2024

By: 

Noah Woods
Attorneys for Defendant

EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE COUNTY

JEFFERSON LOPEZ,

Plaintiff,

vs.

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

Defendants.

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

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED CLASS AND
PAGA SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval]. Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in entitled *Jefferson Lopez v. Mission Pools, Inc.*, Case No. 30-2022-01283102-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendants’ records show that you were employed at Defendant Mission Pools of Escondido, Inc. as a current or former non-exempt, hourly employees who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval] (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Jefferson Lopez (“Plaintiff”) brought this Lawsuit against Defendants Mission Pools of Escondido, Inc. and Mission Pools, Inc. (collectively referred to as “Mission Pools” or “Defendants”), seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval]. Plaintiff Jefferson Lopez is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Defendants failed to pay all overtime wages owed, failed to pay all minimum wages owed, failed to provide meal periods, or premium pay for non-compliant meal periods, failed to authorize and permit rest periods, or premium pay for non-compliant rest periods, failed to timely pay all wages due upon separation of employment failed to issue accurate, itemized wage statements, and failed to reimburse necessary business expenses in compliance with California law. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendants engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorney General Act.

Defendants deny the claims. Defendants further deny that it owes Settlement Class Members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, and they expressly deny all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in its best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendants LITTLER MENDELSON, P.C. Noah J. Woods nwoods@littler.com Jamie Santos jsantos@littler.com 501 W. Broadway, Suite 900, San Diego, CA 92101; Tel: (619) 515-1827
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What are the terms of the Settlement?

On **[INSERT DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2018 and **[the date the Court enters an order granting preliminary approval]**. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will

release their claims against Defendants as described below in the section titled “Released Class Claims”. A Settlement Class Member who opts-out cannot opt-out of the PAGA Release.

Defendants have agreed to pay \$405,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, and the Class Representative’s Service Award and monies to be paid to the LWDA. Defendants’ share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved **Phoenix Class Action Administrator Solutions** to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved paying the Settlement Administrator a flat fee of **\$9,950.00** from the Gross Settlement Amount to administer the settlement.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$135,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed **\$20,000.00** for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$30,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to certain Settlement Class Members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately **\$<< >>**, to be shared among an up to **<< >>** estimated Settlement Class Members. The NSA will be divided as follows:

Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. All PAGA Employees shall receive a portion of the PAGA. “PAGA Employees” include all current and former non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2021 and **[the date the Court enters an order granting preliminary approval]**. A PAGA

Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the period the PAGA Period and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the PAGA Period. As noted above, a PAGA Employee cannot opt-out of the PAGA Release and will receive their portion of the PAGA Amount regardless of whether they opt-out of the Class Action Settlement.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Payment by Defendants of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendants with the Settlement Administrator within 30 days of the Effective Date. The Effective Date is defined as the latest date after all of the following events have occurred: (i) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (ii) the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to 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

Within ten (10) calendar days following Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. If an PAGA Employee submits a Request for Exclusion, the PAGA Employee's Settlement Award shall be designated as 100% penalties and reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Released Class Claims. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely and Mission Pools and all of their past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in the Complaints in the Action or arose from the same operative facts and/or allegations as those set forth in the Complaints in the Action, that arose during the Class Periods defined above with respect to the following claims: (a) failure to pay all wages owed, including minimum wages owed and overtime wages owed; (b) failure to provide meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to reimburse necessary business expenditures; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages during employment and upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, "Released Class Claims").

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion) will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties arising from the same set of operative facts and/or allegations asserted in the Complaints and/or the letters to the Labor & Workforce Development Agency (“LWDA”) dated September 29, 2022 and April 13, 2023, including the following claims: (a) failure to pay all wages owed, including minimum wages owed and overtime wages owed; (b) failure to provide meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to reimburse necessary business expenditures; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages during employment and upon separation of employment that occurred during the PAGA Period (collectively, “PAGA Released Claim”). The time period for the release of the PAGA Release against the Released Parties shall be the same time period as the PAGA Period.

You are a PAGA Employee if you were a non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc., who worked at any time in California between September 28, 2021 and [the date the Court enters an order granting preliminary approval]. The time period of the PAGA Release is between September 28, 2021 and [the date the Court enters an order granting preliminary approval] (“PAGA Period”).

You cannot submit a Request for Exclusion from the PAGA Release.

The releases are null and void if Defendants fail to fully fund the Settlement.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and pay periods you worked during the PAGA Period. The information contained in Defendants’ records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>.

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Unless the Court determines otherwise, the Settlement Administrator’s decision regarding any dispute will be final. The Court has the right to review the Settlement Administrator’s decision.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing, signing and mailing the enclosed Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Class Action Settlement, and shall receive no benefits from the Class Action Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you were employed between September 28, 2021 and [the date the Court enters an order granting preliminary approval].

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may submit a written objection to the Settlement Administrator or you may appear at the Final Approval Hearing to object orally. If you choose to submit a written objection, your written objection must include your name, address, phone number, the case name and number, and a concise reason for your objection, including the factual basis for it. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. You have the right to appear either remotely, in person or through your own attorney (at your own expense) at this hearing. All objections or other correspondence must state the name and number of the case, which *Jefferson Lopez v. Mission Pools, Inc* Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC.

Any Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's orders related to COVID-19. All such rules and orders can be located at the Court's website: <https://www.occourts.org/media-relations/CoronaVirusUpdate.html>

For more information on how to appear remotely, please visit the Court's website at <https://www.occourts.org/media-relations/civil.html>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court will consider any requests for exclusion, objections, and disputes at the Final Approval Hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://www. .com>). Notice of the Court's final judgment will be posted on the Settlement Administrator's website (<http://www. .com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also access the documents at <https://civilwebshopping.occourts.org/Login.do>, enter the "01283102" for the Case Number and "2022" for the Year Filed. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS OR THEIR ATTORNEYS FOR
INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

LOPEZ V. MISSION POOLS

Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Mission Pools of Escondido, Inc.:

You were employed by Mission Pools of Escondido, Inc. as a non-exempt, hourly employees who worked a total of [] workweeks in California September 28, 2018 and [the date the Court enters an order granting preliminary approval].

Based on the above, your Individual Settlement Award is estimated to be \$ [] and PAGA Employee Payment is estimated to be \$ [].

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Mission Pools' records, Mission Pools' records will control unless you are able to provide documentation that establishes that Mission Pools' records are mistaken. If there is a dispute about whether Mission Pools' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED CLASS AND PAGA SETTLEMENT" that accompanies this Form. Unless the Court orders otherwise, the Settlement Administrator will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>

REQUEST FOR EXCLUSION FORM

LOPEZ V. MISSION POOLS

Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN
THE CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled *Jefferson Lopez v. Mission Pools, Inc.* Case No. 30-2022-01283102-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive a PAGA Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____, 2023 AND
MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

LOPEZ V. MISSION POOLS

Administrator Name

c/o _____

EXHIBIT B

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE COUNTY

JEFFERSON LOPEZ,

Plaintiff,

vs.

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

Defendants.

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

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED CLASS AND
PAGA SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval]. Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in entitled *Jefferson Lopez v. Mission Pools, Inc.*, Case No. 30-2022-01283102-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendants’ records show that you were employed at Defendant Mission Pools of Escondido, Inc. as a current or former non-exempt, hourly employees who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval] (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Jefferson Lopez (“Plaintiff”) brought this Lawsuit against Defendants Mission Pools of Escondido, Inc. and Mission Pools, Inc. (collectively referred to as “Mission Pools” or “Defendants”), seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval]. Plaintiff Jefferson Lopez is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Defendants failed to pay all overtime wages owed, failed to pay all minimum wages owed, failed to provide meal periods, or premium pay for non-compliant meal periods, failed to authorize and permit rest periods, or premium pay for non-compliant rest periods, failed to timely pay all wages due upon separation of employment failed to issue accurate, itemized wage statements, and failed to reimburse necessary business expenses in compliance with California law. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendants engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorney General Act.

Defendants deny the claims. Defendants further deny that it owes Settlement Class Members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, and they expressly deny all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in its best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth.Nguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendants LITTLER MENDELSON, P.C. Noah J. Woods nwoods@littler.com Jamie Santos jsantos@littler.com 501 W. Broadway, Suite 900, San Diego, CA 92101; Tel: (619) 515-1827
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What are the terms of the Settlement?

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval]. Settlement Class Members who do not opt out of

the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below in the section titled "Released Class Claims". A Settlement Class Member who opts-out cannot opt-out of the PAGA Release.

Defendants have agreed to pay \$405,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency ("LWDA"), settlement administration costs, and the Class Representative's Service Award and monies to be paid to the LWDA. Defendants' share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved **Phoenix Class Action Administrator Solutions** to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved paying the Settlement Administrator a flat fee of **\$9,950.00** from the Gross Settlement Amount to administer the settlement.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$135,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed **\$20,000.00** for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$30,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to certain Settlement Class Members as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately **\$<< >>**, to be shared among an up to **<< >>** estimated Settlement Class Members. The NSA will be divided as follows:

Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. All PAGA Employees shall receive a portion of the PAGA. "PAGA Employees" include all current and former non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between

September 28, 2021 and [the date the Court enters an order granting preliminary approval]. A PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the period the PAGA Period and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the PAGA Period. As noted above, a PAGA Employee cannot opt-out of the PAGA Release and will receive their portion of the PAGA Amount regardless of whether they opt-out of the Class Action Settlement.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Payment by Defendants of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendants with the Settlement Administrator within 30 days of the Effective Date. The Effective Date is defined as the latest date after all of the following events have occurred: (i) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (ii) the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to 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

Within ten (10) calendar days following Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. If an PAGA Employee submits a Request for Exclusion, the PAGA Employee's Settlement Award shall be designated as 100% penalties and reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Released Class Claims. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely and Mission Pools and all of their past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in the Complaints in the Action or arose from the same operative facts and/or allegations as those set forth in the Complaints in the Action, that arose during the Class Periods defined above with respect to the following claims: (a) failure to pay all wages owed, including minimum wages owed and overtime wages owed; (b) failure to provide meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to reimburse necessary business expenditures; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages during employment and upon

separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, “Released Class Claims”).

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion) will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties arising from the same set of operative facts and/or allegations asserted in the Complaints and/or the letters to the Labor & Workforce Development Agency (“LWDA”) dated September 29, 2022 and April 13, 2023, including the following claims: (a) failure to pay all wages owed, including minimum wages owed and overtime wages owed; (b) failure to provide meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to reimburse necessary business expenditures; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages during employment and upon separation of employment that occurred during the PAGA Period (collectively, “PAGA Released Claim”). The time period for the release of the PAGA Release against the Released Parties shall be the same time period as the PAGA Period.

You are a PAGA Employee if you were a non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc., who worked at any time in California between September 28, 2021 and [the date the Court enters an order granting preliminary approval]. The time period of the PAGA Release is between September 28, 2021 and [the date the Court enters an order granting preliminary approval] (“PAGA Period”).

You cannot submit a Request for Exclusion from the PAGA Release.

The releases are null and void if Defendants fail to fully fund the Settlement.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and pay periods you worked during the PAGA Period. The information contained in Defendants’ records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>.

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Unless the Court determines otherwise,

the Settlement Administrator's decision regarding any dispute will be final. The Court has the right to review the Settlement Administrator's decision.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing, signing and mailing the enclosed Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Class Action Settlement, and shall receive no benefits from the Class Action Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you were employed between September 28, 2021 and [the date the Court enters an order granting preliminary approval].

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may ~~complete, sign and mail the enclosed Objection Form~~ submit a written objection to the Settlement Administrator or you may appear at the Final Approval Hearing to object orally. If you choose to submit a written objection, your written objection must include your name, address, phone number, the case name and number, and a concise reason for your objection, including the factual basis for it. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX104-CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. You have the right to appear either remotely, in person or through your own attorney (at your own expense) at this hearing. All objections or other correspondence must state the name and number of the case, which *Jefferson Lopez v. Mission Pools, Inc* Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC.

Any Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's orders related to COVID-19. All such rules and orders can be located at the Court's website: <https://www.occourts.org/media-relations/CoronaVirusUpdate.html>

For more information on how to appear remotely, please visit the Court's website at <https://www.occourts.org/media-relations/civil.html>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX104-CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court will consider any requests for exclusion, objections, and disputes at the Final Approval Hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://www. .com>). Notice of the Court's final judgment will be posted on the Settlement Administrator's website (<http://www. .com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also access the documents at <https://civilwebshopping.occourts.org/Login.do>, enter the "01283102" for the Case Number and "2022" for the Year Filed. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

LOPEZ V. MISSION POOLS

Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Mission Pools of Escondido, Inc.:

You were employed by Mission Pools of Escondido, Inc. as a non-exempt, hourly employees who worked a total of [] workweeks in California September 28, 2018 and [the date the Court enters an order granting preliminary approval].

Based on the above, your Individual Settlement Award is estimated to be \$ [] and PAGA Employee Payment is estimated to be \$ [].

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Mission Pools' records, Mission Pools' records will control unless you are able to provide documentation that establishes that Mission Pools' records are mistaken. If there is a dispute about whether Mission Pools' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED CLASS AND PAGA SETTLEMENT" that accompanies this Form. Unless the Court orders otherwise, the Settlement Administrator will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>

REQUEST FOR EXCLUSION FORM

LOPEZ V. MISSION POOLS

Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN
THE CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled *Jefferson Lopez v. Mission Pools, Inc.* Case No. 30-2022-01283102-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive a PAGA Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____, 2023 AND
MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

LOPEZ V. MISSION POOLS

Administrator Name

c/o _____

OBJECTION FORM
LOPEZ V. MISSION POOLS

Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS ACTION SETTLEMENT**

~~In order for you to object to the Class Action Settlement entitled *Lopez v. Mission Pools*, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below.~~

1. Provide the following information:

Your Name (Please Print): _____

(First) (Middle) (Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement, including the factual basis for it (please attach additional documents if you need more space):

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME]:

Circle One: Yes No

~~You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number~~ _____

4. Date and sign this form below:

Dated: _____ Signature: _____

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST MARKED NO LATER THAN
_____.

LOPEZ V. MISSION POOLS

Administrator Name

e/o _____

EXHIBIT C

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE COUNTY

JEFFERSON LOPEZ,

Plaintiff,

vs.

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

Defendants.

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

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED CLASS AND
PAGA SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval]. Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in entitled *Jefferson Lopez v. Mission Pools, Inc.*, Case No. 30-2022-01283102-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendants’ records show that you were employed at Defendant Mission Pools of Escondido, Inc. as a current or former non-exempt, hourly employees who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval] (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Jefferson Lopez (“Plaintiff”) brought this Lawsuit against Defendants Mission Pools of Escondido, Inc. and Mission Pools, Inc. (collectively referred to as “Mission Pools” or “Defendants”), seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2018 and [the date the Court enters an order granting preliminary approval]. Plaintiff Jefferson Lopez is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Defendants failed to pay all overtime wages owed, failed to pay all minimum wages owed, failed to provide meal periods, or premium pay for non-compliant meal periods, failed to authorize and permit rest periods, or premium pay for non-compliant rest periods, failed to timely pay all wages due upon separation of employment failed to issue accurate, itemized wage statements, and failed to reimburse necessary business expenses in compliance with California law. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendants engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorney General Act.

Defendants deny the claims. Defendants further deny that it owes Settlement Class Members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, and they expressly deny all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in its best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendants LITTLER MENDELSON, P.C. Noah J. Woods nwoods@littler.com Jamie Santos jsantos@littler.com 501 W. Broadway, Suite 900, San Diego, CA 92101; Tel: (619) 515-1827
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What are the terms of the Settlement?

On **[INSERT DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2018 and **[the date the Court enters an order granting preliminary approval]**. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will

release their claims against Defendants as described below in the section titled “Released Class Claims”. A Settlement Class Member who opts-out cannot opt-out of the PAGA Release.

Defendants have agreed to pay \$405,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, and the Class Representative’s Service Award and monies to be paid to the LWDA. Defendants’ share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved **Phoenix Class Action Administrator Solutions** to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved paying the Settlement Administrator a flat fee of **\$9,950.00** from the Gross Settlement Amount to administer the settlement.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$135,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed **\$20,000.00** for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$30,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to certain Settlement Class Members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately **\$<< >>**, to be shared among an up to **<< >>** estimated Settlement Class Members. The NSA will be divided as follows:

Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. All PAGA Employees shall receive a portion of the PAGA. “PAGA Employees” include all current and former non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc. who worked at any time in California between September 28, 2021 and **[the date the Court enters an order granting preliminary approval]**. A PAGA

Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the period the PAGA Period and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the PAGA Period. As noted above, a PAGA Employee cannot opt-out of the PAGA Release and will receive their portion of the PAGA Amount regardless of whether they opt-out of the Class Action Settlement.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Payment by Defendants of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendants with the Settlement Administrator within 30 days of the Effective Date. The Effective Date is defined as the latest date after all of the following events have occurred: (i) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (ii) the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to 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

Within ten (10) calendar days following Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. If an PAGA Employee submits a Request for Exclusion, the PAGA Employee's Settlement Award shall be designated as 100% penalties and reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Released Class Claims. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely and Mission Pools and all of their past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in the Complaints in the Action or arose from the same operative facts and/or allegations as those set forth in the Complaints in the Action, that arose during the Class Periods defined above with respect to the following claims: (a) failure to pay all wages owed, including minimum wages owed and overtime wages owed; (b) failure to provide meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to reimburse necessary business expenditures; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages during employment and upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, "Released Class Claims").

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion) will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties arising from the same set of operative facts and/or allegations asserted in the Complaints and/or the letters to the Labor & Workforce Development Agency (“LWDA”) dated September 29, 2022 and April 13, 2023, including the following claims: (a) failure to pay all wages owed, including minimum wages owed and overtime wages owed; (b) failure to provide meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to reimburse necessary business expenditures; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages during employment and upon separation of employment that occurred during the PAGA Period (collectively, “PAGA Released Claim”). The time period for the release of the PAGA Release against the Released Parties shall be the same time period as the PAGA Period.

You are a PAGA Employee if you were a non-exempt, hourly employees of Defendant Mission Pools of Escondido, Inc., who worked at any time in California between September 28, 2021 and [the date the Court enters an order granting preliminary approval]. The time period of the PAGA Release is between September 28, 2021 and [the date the Court enters an order granting preliminary approval] (“PAGA Period”).

You cannot submit a Request for Exclusion from the PAGA Release.

The releases are null and void if Defendants fail to fully fund the Settlement.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and pay periods you worked during the PAGA Period. The information contained in Defendants’ records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>.

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Unless the Court determines otherwise, the Settlement Administrator’s decision regarding any dispute will be final. The Court has the right to review the Settlement Administrator’s decision.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing, signing and mailing the enclosed Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Class Action Settlement, and shall receive no benefits from the Class Action Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you were employed between September 28, 2021 and [the date the Court enters an order granting preliminary approval].

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may submit a written objection to the Settlement Administrator or you may appear at the Final Approval Hearing to object orally. If you choose to submit a written objection, your written objection must include your name, address, phone number, the case name and number, and a concise reason for your objection, including the factual basis for it. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. You have the right to appear either remotely, in person or through your own attorney (at your own expense) at this hearing. All objections or other correspondence must state the name and number of the case, which *Jefferson Lopez v. Mission Pools, Inc* Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC.

Any Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's orders related to COVID-19. All such rules and orders can be located at the Court's website: <https://www.occourts.org/media-relations/CoronaVirusUpdate.html>

For more information on how to appear remotely, please visit the Court's website at <https://www.occourts.org/media-relations/civil.html>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court will consider any requests for exclusion, objections, and disputes at the Final Approval Hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://www. .com>). Notice of the Court's final judgment will be posted on the Settlement Administrator's website (<http://www. .com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also access the documents at <https://civilwebshopping.occourts.org/Login.do>, enter the "01283102" for the Case Number and "2022" for the Year Filed. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS OR THEIR ATTORNEYS FOR
INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON **<<PRELIM APPROVAL DATE>>.**

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

LOPEZ V. MISSION POOLS

Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Mission Pools of Escondido, Inc.:

You were employed by Mission Pools of Escondido, Inc. as a non-exempt, hourly employees who worked a total of [] workweeks in California September 28, 2018 and [the date the Court enters an order granting preliminary approval].

Based on the above, your Individual Settlement Award is estimated to be \$ [] and PAGA Employee Payment is estimated to be \$ [].

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Mission Pools' records, Mission Pools' records will control unless you are able to provide documentation that establishes that Mission Pools' records are mistaken. If there is a dispute about whether Mission Pools' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED CLASS AND PAGA SETTLEMENT" that accompanies this Form. Unless the Court orders otherwise, the Settlement Administrator will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>

REQUEST FOR EXCLUSION FORM

LOPEZ V. MISSION POOLS

Orange County Superior Court Case No. 30-2022-01283102-CU-OE-CXC

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN
THE CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled *Jefferson Lopez v. Mission Pools, Inc.* Case No. 30-2022-01283102-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive a PAGA Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____, 2023 AND
MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

LOPEZ V. MISSION POOLS

Administrator Name

c/o _____

EXHIBIT D

EXHIBIT D

Arbitration Policy

If an employment dispute arises while you are employed at Mission Pools, Mission Pools requests that you agree to submit any such dispute arising out of your employment or the termination of your employment (including, but not limited to, claims of unlawful termination based on race, sex, age, national origin, disability, breach of contract, or any other bias prohibited by law) exclusively to binding arbitration under the federal Arbitration Act, 9 U.S.C. Section 1. Similarly, any disputes arising during your employment involving claims of unlawful discrimination or harassment under federal or state statutes shall be submitted exclusively to binding arbitration under the above provisions. The arbitration shall be exclusive means of resolving any dispute arising out of your employment or termination from employment from Mission Pools or you, and no other action can be brought by employees in any court or any forum.

By simply accepting or continuing employment with Mission Pools you automatically agree that arbitration is the exclusive remedy for all disputes arising out of or related to your employment with Mission Pools and you agree to waive all rights to a civil court action regarding your employment and the termination of your employment with Mission Pools; only the arbitrator, and not a judge nor a jury, will decide the dispute.

If you decide to dispute your termination or any other alleged incident during your employment, including but not limited to unlawful discrimination or harassment, you must deliver a written request for arbitration to Mission Pools within one (1) year from the date of termination, or one (1) year from the date on which the alleged incident (s) or conduct occurred, and respond within fourteen (14) calendar days to each communication regarding the selection of an arbitrator and the schedule of a hearing. If Mission Pools does not receive a written request for arbitration from you within one (1) year, or if you do not respond to any communication from Mission Pools about the arbitration proceedings within fourteen (14) calendar days, you will have waived any right to raise any claims arising out of the termination of your employment with Mission Pools or involving claims of unlawful discrimination or harassment, in arbitration and in any court or other forum.

You and Mission Pools shall each bear respective costs for legal representation at any such arbitration. The cost of the arbitrator and court reporter, if any, shall be shared equally by the parties.

Acknowledgement of an Agreement with Mission Pools Arbitration Policy

My signature on this document acknowledges that I understand the above Arbitration Policy and agree to abide by its conditions. I also acknowledge that I understand my employment is at-will and may be terminated at any time, with or without reason by either Mission Pools or myself. I further agree that, in accordance with Mission Pools Arbitration Policy, that I will submit any dispute-including but not limited to my termination-arising under or involving my employment with Mission Pools to binding arbitration within (1) year from the date the dispute first arose. I agree that arbitration shall be exclusive forum for resolving all disputes arising out of or involving my employment with Mission Pools or the termination of that employment. I agree that I will be entitled to legal representation, at my own cost, during arbitration. I further understand that I will be responsible for half of the cost of the arbitrator and any incidental costs of arbitration.

Employee Printed Name

Date

Employee Signature

Manager Signature

Date

Note to the employee: This original of this form will be placed in your personnel file. A copy of this form will be given to you at your request.

EXHIBIT E

EXHIBIT E

Arbitration Agreement and Acknowledgment

I voluntarily agree and acknowledge through this Arbitration Agreement and Acknowledgment form ("Arbitration Agreement") that Mission Pools (the "Company") and I will utilize binding arbitration to resolve all disputes arising out of or relating to my employment with the Company. Both the Company and I mutually agree that any claim, dispute and/or controversy that either I may have against the Company (or its owners, directors, officers, managers, Associates, and agents) or the Company may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act (California Code of Civil Procedure § 1280, et seq., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Arbitration Agreement are all disputes, whether based in tort, contract, statute, equitable law, or otherwise.

Excluded from this Arbitration Agreement are claims that are not arbitrable pursuant to federal or California law including workers' compensation claims, unemployment compensation claims, or the right to file an administrative charge before a governmental agency, such as the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board (NLRB), or the Department of Labor ("DOL"), or other claims that as a matter of law cannot be subject to arbitration.

The following conditions are mutually agreed upon by both parties to this Arbitration Agreement:

(a) Any relief that would otherwise be available in a court action is equally available to the parties in connection with the arbitration proceedings;

(b) In addition to any other requirements imposed by law, disputes shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") before a neutral retired California Superior Court Judge or otherwise qualified individual, to whom the parties mutually agree pursuant to AAA's Employment Arbitration Rules and Mediation Procedures (found at <https://www.adr.org>), and shall be subject to disqualification on the same grounds as would apply to a judge of such court;

(c) The procedures of the arbitration shall be governed by the AAA's Employment Arbitration Rules and Mediation Procedures;

(d) The Arbitrator shall have the authority to allow for appropriate discovery and exchange of information before a hearing, including, but not limited to: interrogatories, requests for production of documents, requests for admission, depositions, and subpoenas. The parties shall be permitted enough discovery to gather necessary evidence in order to prove their claims or defenses;

(e) Awards shall include the Arbitrator's written and well-reasoned opinion(s). The Arbitrator shall issue a written opinion and award, in conformance with the following requirements: (i) the opinion and award must be signed and dated by the Arbitrator; (ii) the Arbitrator's opinion(s) and award shall decide all issues submitted; (iii) the Arbitrator's opinion and award shall set forth the legal principals supporting each part of the opinion(s); and (iv) the Arbitrator shall have the same authority to

award remedies and damages as provided to a judge and/or jury under parallel circumstances in a civil action;

(f) The Company shall pay the costs associated with the arbitration, except for those costs which the Associate would routinely be required to pay in court litigation. Each party shall be responsible for its own attorneys' fees, except when the Arbitrator awards attorneys' fees to the prevailing party consistent with applicable state or federal law;

(g) Judgment upon the award rendered by the Arbitrator may be entered as a judgment in any court having jurisdiction thereof; and

(h) **THE COMPANY AND I AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE/MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

This Arbitration Agreement shall be governed by California law and shall survive the termination of my employment. It can only be revoked or modified in writing signed by both parties that specifically states the intent to revoke or modify this Arbitration Agreement and is signed by the President/Owner(s). If any term, provision or portion of this Arbitration Agreement is declared void or unenforceable, it shall be severed, and the remainder of this Arbitration Agreement shall be enforceable.

I understand and voluntarily agree to this binding Arbitration Agreement, and that both I and the Company give up our right to trial by jury of any claim I or the Company may have against each other. My signature below indicates my choice to agree to the alternative dispute resolution processes described herein.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, I UNDERSTAND AND I VOLUNTARILY AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS, MY SIGNATURE ALSO CERTIFIES THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO HAVE THIS ARBITRATION AGREEMENT REVIEWED BY LEGAL COUNSEL OF MY CHOICE.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ARBITRATION AGREEMENT AND ACKNOWLEDGMENT.

Employee Name

Company Representative

Signature

Signature

Date

Date