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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]*

**DECLARATION OF PLAINTIFF
JEFFERSON LOPEZ IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

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

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

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I, JEFFERSON LOPEZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Mission Pools, Inc. (hereinafter referred to as “Mission Pools” or “Defendant”) as an hourly, non-exempt General Laborer from approximately October 28, 2020 through approximately April 29, 2022. Also, during my employment with Mission Pools, I, along with the other hourly, non-exempt employees, were required to follow Mission Pools’ wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Mission Pools, I was not paid for all my time worked. Specifically, Mission Pools would keep track of my time worked and I believe that Mission Pools would unlawfully round/shave my work time. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by Mission Pools, my meal breaks were often late, short and/or otherwise unlawful meal periods. Further, there were shifts where I was not provided a meal period at all. Additionally, I was not authorized and permitted to take a net ten-minute rest period for every four hours worked, or major fraction thereof. Despite all of this, I was not paid meal period or rest period premiums.

5. I had to use my personal cell phone to perform my job duties. Even though it was necessary for me to pay for cell phone expenses in the discharge of my job, I was not reimbursed for all cellphone expenses.

6. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements and I was not paid all of my wages owed at the time of my separation of employment with Mission Pools.

1 7. I have worked closely with my lawyers on this case. I answered all of their questions
2 about my employment and made myself available to speak and meet with my lawyers whenever I was
3 needed, including the entire day of the mediation on June 1, 2022 and throughout the settlement process.

4 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
5 my former co-workers and current employees of Mission Pools by helping them recover money owed
6 to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
7 would not have to take on. For example, I knew that there was a risk that I could be responsible for
8 Mission Pools' costs if we lost the case. Even though I understood that joining a lawsuit is a public
9 record and could stigmatize me and may affect my future employability, I accepted that burden for the
10 benefit of other employees of Mission Pools because I wanted Mission Pools to pay its current and
11 former employees for all unpaid wages according to the law and face consequences for not doing so.

12 9. I have been actively involved in this case since joining this lawsuit. Without revealing
13 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
14 numerous occasions. I estimate that I have spent approximately 8-10 hours meeting with my lawyers
15 concerning the case and my responsibilities as a class representative, which included, among other
16 things, gathering various employment and non-employment related documents for use in the lawsuit,
17 reviewing documents with my lawyers and answering their questions, answering follow up questions,
18 providing guidance regarding Mission Pools' timekeeping, break schedules, and other policies and
19 procedures that Mission Pools required me and the hourly employees to follow, and reviewing the
20 settlement documents. I made sure to ask my lawyers any questions I had about the terms of the
21 settlement agreement because I wanted to understand everything before I signed it.

22 10. As part of the proposed Settlement, I have also agreed to a full release of claims against
23 Mission Pools. I understand that this includes all claims, whether known or unknown, under federal,
24 state, or local law against Mission Pools.

25 11. I believe my claims are typical of the members of the Class because they were required
26 to follow the same policies and procedures I was required to follow when I worked for Mission Pools.
27 I believe Mission Pools' policies and procedures were the same for all hourly employees in California.
28 Since the same policies and procedures applies to myself and the other hourly, non-exempt employees,

1 I believe they were not paid for all wages earned, did not receive all meal and rest periods, did not
2 receive reimbursement for necessary business expenses, did not receive accurate wage statements, and
3 were not paid all wages owed upon separation of employment.

4 12. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
5 employees. I understand that as the proposed class representative, I am responsible for representing
6 the interests of all members of the class in litigation to recover money damages for the Class and I
7 consider the interests of the Class and put the interests of the Class before my own interests.

8 13. I understand that my attorneys will request that the Court award me Service Payment of
9 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Payment is not
10 contingent upon me supporting the proposed Settlement.

11 I have reviewed this written statement and fully understand all of its contents. I declare under
12 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

13 Executed on Sep 1, 2023, 2023 at Long Beach, California.

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Jefferson Lopez (Sep 1, 2023 15:47 PDT)

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