

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Paragraph 9.F is hereby superseded and replaced by the following language: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

