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FILED
Superior Court of California
County of Sacramento
03/13/2025
V. Aleman, Deputy

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

JIMENEZ, JOSE, an individual;

Plaintiff,

v.

PREMIER POOLS SACRAMENTO, LLC, a
Delaware limited liability company; and
DOES 1 through 10, inclusive;

Defendants.

CASE NO.: 23CV010278

[PAGA ACTION]

~~PROPOSED~~ ORDER RE PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT



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6. The Notice of PAGA settlement, attached hereto as **Exhibit 2**, fairly and adequately describes the Action, the terms of the Settlement, and is the best notice practicable under the circumstances. The Administrator shall also include a certified Spanish translation of the Notice of PAGA Settlement to the Aggrieved Employees.

7. The Court further orders, adjudges, and decrees the following release of claims upon the Effective Date set forth in the Agreement:

(a) Plaintiff's Release. With the exception of Plaintiff's First – Third Causes of Action in the Operative Complaint for retaliation/wrongful termination which are being released in a separate agreement, Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences prior to the date of this Settlement, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint or the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to Plaintiff's First – Third Causes of Action in the Operative Complaint for retaliation/wrongful termination which are being released in a separate agreement, claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(b) Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including PAGA claims for (1) failing to maintain

1 employment records (Labor Code § 1174); (2) failing to provide meal periods (Labor Code §§ 226.7
2 and 512); (3) failing to provide rest periods (Labor Code § 226.7); (4) failing to provide recovery
3 periods (Labor Code § 226.7); (5) failing to pay minimum wages (Labor Code § 1194); (6) failing
4 to pay overtime (Labor Code § 510); (7) failing to provide sick pay (Labor Code § 246); (8) failing
5 to reimburse business expenses (Labor Code § 2802); (9) failing to timely pay wages (Labor Code
6 §§ 203 and 204); (10) illegal agreements (Labor Code § 432.5); and (11) failing to provide accurate
7 wage statements (Labor Code § 226).

8 (c) Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former
9 attorneys, employees, agents, successors and assigns the Released Parties from any and all claims
10 for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged in the
11 pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil
12 penalties arising at any time during the PAGA period that could have been alleged based on the
13 facts alleged in the pleadings, stated in the LWDA notice, or raised in this case, including PAGA
14 Claims for (1) failing to maintain employment records (Labor Code § 1174); (2) failing to provide
15 meal periods (Labor Code §§ 226.7 and 512); (3) failing to provide rest periods (Labor Code §
16 226.7); (4) failing to provide recovery periods (Labor Code § 226.7); (5) failing to pay minimum
17 wages (Labor Code § 1194); (6) failing to pay overtime (Labor Code § 510); (7) failing to provide
18 sick pay (Labor Code § 246); (8) failing to reimburse business expenses (Labor Code § 2802); (9)
19 failing to timely pay wages (Labor Code §§ 203 and 204); (10) illegal agreements (Labor Code §
20 432.5); and (11) failing to provide accurate wage statements (Labor Code § 226).

21 8. The Court approves the Goss Settlement Amount (\$160,000.00), as well as the
22 components of the Gross Settlement Amount, including the Individual PAGA Payments (\$23,668)
23 and the LWDA PAGA Payment (\$71,004), including the methodology for calculating these
24 amounts.

25 9. The Court approves Simpluris as the Administrator and approves its costs and fees
26 not to exceed \$3,500.00.

27 10. The Court approves the PAGA Counsel Fees Payment of \$53,328 and PAGA
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1 Counsel Litigation Expense Payment of \$8,455.87, finding that the attorney's fees and costs are
2 reasonable and warranted.

3 12. The checks for the Individual PAGA Payments shall be negotiable for 180 days after
4 they are issued. Any funds remaining from uncashed checks for the Individual PAGA Payments
5 shall be disbursed to the California Controller's Unclaimed Property Fund in the name of the
6 respective Aggrieved Employees.

7 13. The Administrator shall administer the Agreement pursuant to its terms.

8 14. The Court retains jurisdiction over this Action for the purposes of supervising,
9 administering, interpreting and enforcing the Agreement.

10 15. Plaintiff shall submit a copy of this Order to the LWDA within 10 days of the date
11 of this Order.

12 16. The Agreement is not an admission by Defendant or Released Parties defined above,
13 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
14 Released Parties. Neither this Order, the Settlement, nor any document referred to herein, nor any
15 action taken to carry out the Agreement, may be construed as, or may be used as an admission of
16 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or
17 Released Parties.

18 17. A settlement compliance hearing is hereby scheduled for November 14, 2025, at
19 10:30 a.m. in Department 22 Plaintiff's counsel shall file a declaration regarding the status of the
20 distribution of the settlement funds. If the Court is satisfied that the settlement funds have been
21 fully distributed, no appearance will be required at the settlement compliance hearing.

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23 Dated: March 13, 2025



Hon. Lauri A. Damrell



EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff JOSE JIMENEZ ("Plaintiff") and defendant PREMIER POOLS SACRAMENTO, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Jimenez v. Premier Pools Sacramento, LLC*, Case No. 23CV010278 initiated on October 23, 2023, and pending in Superior Court of the State of California, County of Sacramento.
- 1.2 "Administrator" means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.
- 1.4 "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 "Court" means the Superior Court of California, County of Sacramento.
- 1.8 "Defense Counsel" means Holden Law Group APC.
- 1.9 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10 "Gross Settlement Amount" means \$160,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA

Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16 "PAGA Counsel" means BLAKE JONES LAW, PC, the attorneys representing the Plaintiff in the Action.
- 1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19 "PAGA Period" means the period from October 14, 2022 – July 18, 2024.
- 1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.21 "PAGA Notice" means Plaintiff's October 9, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23 "Plaintiff" means Jose Jimenez the named plaintiff in the Action.

- 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26 “Released Parties” means Defendant and each of its predecessors, successors, assigns, subsidiaries, and affiliates, as well as each of its or its past, present and future owners, officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable with Defendant under PAGA based on or arising out of the violations of the Labor Code sections alleged in the Action and claims that could have been asserted in the Action based upon the facts alleged in the operative complaint and PAGA Notice.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28 “Defendant” means Defendant PREMIER POOLS SACRAMENTO, LLC.

2. RECITALS.

- 2.1 Pursuant to Labor Code section 2699.3, subdivision (a), PAGA Counsel on behalf of Plaintiff Jose Jimenez and his brother, Efrain Jimenez, another former employee of Defendant, submitted a joint letter to the LWDA (“PAGA Notice”) dated October 9, 2023, alleging that Defendant subjected them and other current and former hourly-paid or non-exempt employees of Defendant within the State of California to certain violations under the Labor Code, including sections 201, 202, 203, 204, 210, 226.3, 226.7, 246, 432.5, 432.6, 510, 512, 516, 558, 1174, 1194, 1197, 1197.1, 1198, 2802, and 2810.5. These claims were premised upon Defendant’s alleged: (1) record-keeping violations; (2) meal and rest period violations; (3) minimum wage violations; (4) overtime violations; (5) sick pay violations; (6) wage statements violations; (7) failure to pay timely wages during employment and upon separation of employment; (8) failure to reimburse business expenses; and (9) unlawful employment agreements. All claims in this Paragraph and contained or alluded to in the PAGA Notice are collectively referred to herein as the “PAGA Claims.”
- 2.2 On October 21, 2023, Efrain Jimenez filed a Demand for Arbitration against Defendant with JAMS asserting claims for (1) retaliation in violation of Labor Code section 1102.5, (2) retaliation in violation of Labor Code section 98.6; (3) wrongful termination; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide recovery periods; (7) failure to pay minimum wages; (8) failure to pay overtime; (9) failure to pay sick pay; (10) failure to reimburse business expenses; (11) waiting time penalties; (12) failure to provide accurate wage statements; (13) failure to timely produce wage statements; (14) failure to timely produce personnel file; and; (15) unfair competition (the “Arbitration”). Defendant denies the allegations in the Arbitration, denies any failure to comply with the laws

identified in the Arbitration and denies any and all liability for the causes of action alleged.

- 2.3 On October 23, 2023, Plaintiff filed the underlying action asserting these same claims against Defendant asserted in the Arbitration. On January 22, 2024, Plaintiff filed a First Amended Complaint adding a claim for violations of the Private Attorneys General Act (Labor Code § 26988 et seq.) (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.4 The parties subsequently agreed to attend mediation and to voluntarily exchange documents and information, including a twenty-percent sampling of the Aggrieved Employees' time and payroll records during the PAGA period, Defendant's Employee Handbook and all written policies of Defendant related to wages, hours, timekeeping, and payroll.
- 2.5 The parties attended a full day mediation on July 18, 2024, with Hon. Judge Snowden to resolve the claims asserted in the Action and the Arbitration. After evaluating the strengths and weaknesses of their positions, considering the time, expense, and risk associated with litigating the Action to judgment, and engaging in arm's-length settlement negotiations at an all-day mediation, the parties subsequently agreed to resolve the Action pursuant to an accepted mediator's proposal, which includes a global resolution of all claims asserted, or which could be asserted, by Jose Jimenez and Efrain Jimenez.
- 2.6 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than the claims asserted in the Action.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$160,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$53,328 and PAGA Counsel Litigation Expenses Payment of not more than \$8,500. Defendant will not oppose requests for Court

approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$3,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$3,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$94,672 to be paid from the Gross Settlement Amount, with 75% (\$71,004.00) allocated to the LWDA PAGA Payment and 25% (\$23,668.00) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 207 Aggrieved Employees who worked a total of 7,395 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 14 days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee

Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. The Administrator shall provide notice of the settlement payment to the Aggrieved Employees in both English and Spanish.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. With the exception of Plaintiff's First – Fifteenth Causes of Action in the Operative Complaint ("Plaintiff's Individual Claims") which are being released in a separate agreement, Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences prior to the date of this Settlement, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint or the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to Plaintiff's First –Fifteenth Causes of Action in the Operative Complaint, which are being released in a separate agreement, claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the

Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc., to serve as the Administrator and verified that, as a condition of appointment, The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.5 Administration Disputes. Any disputes concerning administration of the Agreement may be submitted to the mediator who facilitated the negotiation of this Agreement. If the Parties cannot resolve their dispute with the mediator's assistance, the dispute may be submitted to and resolved by the Court.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 207 Aggrieved Employees who worked 7,395 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new

trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim,

demand, action, cause of action or right released and discharged by the Party in this Settlement.

- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Tax Indemnification. Plaintiff, PAGA Counsel, Administrator, are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth above in this Agreement.
- 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Jose Jimenez
C/o Blake R. Jones
BLAKE JONES LAW, PC
355 South Grand Avenue
Suite 2450 - #2052
Los Angeles, CA 90071

To Defendant:

Premier Pools Sacramento, LLC
C/o Sarah Smale
HOLDEN LAW GROUP APC
1522 Lincoln Way
Auburn, CA 95603-5010

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Jose Jimenez

Date: _____

PREMIER POOLS SACRAMENTO, LLC

By: Keith Harbeck
Keith Harbeck (Sep 20, 2024 10:47 PDT)

Date: 20/09/24

BLAKE JONES LAW, PC

By: _____
Blake R. Jones
Attorney for Plaintiff Jose Jimenez

HOLDEN LAW GROUP

By: Sarah Smale
Sarah Smale
Attorney for Defendant Premier Pools
Sacramento, LLC

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.



Jose Jimenez (Sep 18, 2024 16:02 MDT)
Jose Jimenez

Date: 18/09/24

PREMIER POOLS SACRAMENTO, LLC

By: _____

Date: _____

BLAKE JONES LAW, PC

By: 

Blake R. Jones
Attorney for Plaintiff Jose Jimenez

HOLDEN LAW GROUP

By: _____
Sarah Smale
Attorney for Defendant Premier Pools
Sacramento, LLC

EXHIBIT 2

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Jimenez v. Premier Pools Sacramento, LLC

Superior Court of the State of California for the County of Sacramento,
Case No. 23CV010278

<<Employee Name>>

<<Street Address>>

<<City, State, Zip Code>>

1. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California for the County of Sacramento (the “Court”) has approved a settlement in the above-captioned action filed by Jose Jimenez (“Plaintiff”) on behalf of himself and all other Aggrieved Employees (the “Action”).

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

Plaintiff and Premier Pools Sacramento LLC (“Defendant”) are collectively referred to herein as the “Parties.

In the Action, Plaintiff asserts, among other things, that Defendant failed to comply with provisions of the California Labor Code, including for (1) failing to maintain employment records (Labor Code § 1174); (2) failing to provide meal periods (Labor Code §§ 226.7 and 512); (3) failing to provide rest periods (Labor Code § 226.7); (4) failing to provide recovery periods (Labor Code § 226.7); (5) failing to pay minimum wages (Labor Code § 1194); (6) failing to pay overtime (Labor Code § 510); (6) failing to provide sick pay (Labor Code § 246); (7) failing to reimburse business expenses (Labor Code § 2802); (8) failing to timely pay wages (Labor Code §§ 203 and 204); (9) illegal agreements (Labor Code § 432.5); and (10) failing to provide accurate wage statements (Labor Code § 226). Plaintiff seeks to recover civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the California Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698 et seq.)

Defendant denies Plaintiff’s claims, asserts that Plaintiff is not entitled to any relief, and asserts that it has complied with all applicable employment laws.

The Court has not made any determination as to whether or not Defendant has violated the Labor Code. This Notice is not an expression by the Court of as to the merits of the Action.

You are receiving this Notice because you are an “Aggrieved Employee,” which is defined as all non-exempt employees who were employed by Defendant as non-exempt employee at any time from October 14, 2022 – July 18, 2024 (“PAGA Period”)

2. CALCULATION OF INDIVIDUAL PAGA PAYMENTS

According to Defendant's records, you worked <<No. of Pay Periods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<Total Number of Pay Periods in PAGA Period>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by Each Aggrieved Employee in the PAGA Pay Period divided by the total number of pay periods worked by all Aggrieved Employees.

Your Individual PAGA payment is <<Check Amount>>. Please be advised that your settlement check is negotiable for 180 days. If you fail to cash or deposit your check before this deadline, the fund shall be disbursed to the California Controller's Unclaimed Property Fund in your name.

3. RELEASE

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including PAGA claims for (1) failing to maintain employment records (Labor Code § 1174); (2) failing to provide meal periods (Labor Code §§ 226.7 and 512); (3) failing to provide rest periods (Labor Code § 226.7); (4) failing to provide recovery periods (Labor Code § 226.7); (5) failing to pay minimum wages (Labor Code § 1194); (6) failing to pay overtime (Labor Code § 510); (6) failing to provide sick pay (Labor Code § 246); (7) failing to reimburse business expenses (Labor Code § 2802); (8) failing to timely pay wages (Labor Code §§ 203 and 204); (9) illegal agreements (Labor Code § 432.5); and (10) failing to provide accurate wage statements (Labor Code § 226).

"Released Parties" means Premier Pools Sacramento LLC and its former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or attorneys, and/or legal representatives.

Upon entry of the Order approving the Settlement, all Aggrieved Employees will be barred from pursuing such PAGA claims.

4. SETTLEMENT ADMINISTRATOR

The Settlement Administrator is Simpluris, Inc. Should you have questions, you may contact the Settlement Administrator toll-free at << toll-free telephone number>>. Please notify the Settlement Administrator in the event your address has changed.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE