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5 *Attorneys for Plaintiffs and the Proposed Class*

FILED
Superior Court of California
County of Alameda
01/21/2026
Clad Flake, Executive Officer/Clerk of the Court
By: *P. Drummer-Williams* Deputy
P. Drummer-Williams

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7 **ALAMEDA COUNTY**

8 JOSE MANUEL SOLIS HERNANDEZ,
ISMAEL GARCIA DIAZ, and ANA
9 GABRIELA CAMACHO individually and on
behalf of all others similarly situated,

10 Plaintiffs

11 v.

12 LABELLA'S POOL SERVICE & SUPPLIES
13 INC., PAUL LABELLA, MARC LABELLA,
and DOES 1-50, inclusive,

14 Defendants.

Case No. 22CV015731

ASSIGNED FOR ALL PURPOSES TO
Hon. Patrick McKinney
Department 18

CLASS ACTION

~~PROPOSED~~ ORDERS

- (1) **PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;**
- (2) **DIRECTING CLASSWIDE DISTRIBUTION OF SETTLEMENT NOTICE; AND**
- (3) **SETTING A HEARING DATE FOR FINAL APPROVAL**

Date: January 21, 2026
Time: 1:30 p.m.
Reservation No. CRS#136622210714

1 **I. RECITALS**

2 This action is currently pending before this Court as a class action and representative action
3 (the “Action”). Plaintiffs Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela
4 Camacho have applied to this Court for an order preliminarily approving the settlement of the
5 Action in accordance with the Joint Stipulation of Class Action and PAGA Settlement Agreement
6 (the “Agreement”), which together with the exhibits annexed thereto, sets forth the terms and
7 conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth
8 therein. The Court has read and considered the Memorandum of Points and Authorities in support
9 of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and the declaration
10 submitted therewith. For purposes of this Order, the Court adopts all defined terms as set forth in
11 the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and the Motion for Preliminary Approval
14 and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The Court previously certified the Class in this matter. The certification of the Class
18 for purposes of settlement remains appropriate in that: (a) the Class Members are ascertainable and
19 so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and
20 fact common to the Class which predominate over any individual questions; (c) Plaintiffs’ claims
21 are typical of the claims of the Class; (d) Plaintiffs and Class Counsel have fairly and adequately
22 represented and protected the interests of the Class; and (e) a class action, and class-wide
23 resolution of the action via class settlement procedures is superior to other available methods for
24 the fair and efficient adjudication of the controversy.

25 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
27 light of the factual, legal, practical, and procedural considerations raised by this case.

1 4. Plaintiffs do not have any conflicts that would preclude them from serving as Class
2 Representatives, and the appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting as
4 Class Counsel, and she meets the requirements for appointment as Class Counsel and the
5 requirements of due process.

6 6. The Notice of Class Action Settlement (“Class Notice”) attached as Exhibit B to the
7 Agreement complies with due process because the Class Notice is reasonably calculated to
8 adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed
9 Agreement; and (c) their rights, including the right to either participate in the settlement, exclude
10 themselves from the settlement, or object to the settlement. Plaintiffs’ proposed plan for notifying
11 the Class Members and settlement administration is the best notice practicable under the
12 circumstances.

13 **III. ORDER**

14 The Court having considered the papers submitted in support of the motion for preliminary
15 approval, HEREBY ORDERS THE FOLLOWING:

16 1. The Court finds on a preliminary basis that the provisions of the Agreement are fair,
17 just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

18 2. The following Class, previously certified by this Court, is confirmed for purposes of
19 this settlement: All current and former employees of LaBella’s Pool Service & Supplies, Inc. in
20 California who worked as non-exempt hourly employees, servicing pools in the State of California
21 during the Class Period, with the following subclasses: (1) Miscalculation Subclass (August 8,
22 2018 to December 31, 2021); (2) Meal and Rest Period Subclass (August 8, 2018 to June 5, 2025);
23 and (3) Reimbursement Subclass (August 8, 2018 to November 29, 2022).

24 3. The Agreement provides for the following release as to Participating Class
25 Members, which is hereby approved conditionally: All Participating Class Members will release
26 and discharge the Released Parties from any and all claims pled in the operative complaint, or
27 claims that could have been pled based on the factual allegations stated in the operative complaint.
28

1 The Released Claims shall be for the Class Period.

2 4. This settlement also releases claims under the Private Attorneys General Act of
3 2004 (“PAGA”). These claims are asserted on behalf of Aggrieved Employees defined as: All
4 Class Members who worked at least one pay period for LaBella’s Pool Service & Supplies, Inc.
5 between August 15, 2021 to December 18, 2025.

6 5. The Agreement provides for the following release as to Aggrieved Employees,
7 which is hereby approved conditionally: Aggrieved Employees shall release Defendants and the
8 Released Parties from any and all claims for civil penalties under the California Labor Code and
9 the Private Attorneys General Act of 2004 pled in the operative Notice to the LWDA. The PAGA
10 Released Claims shall be for the PAGA Period.

11 6. The settlement appears to be fair, adequate and reasonable to the Class. The
12 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
13 only to any objections that may be raised at the Final Approval Hearing and final approval by this
14 Court.

15 7. Plaintiffs Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela
16 Camacho are confirmed as the Class Representatives for the Class.

17 8. The Agreement provides for Class Representative Enhancement Payments of
18 \$15,000 (\$5,000 each) payable to Plaintiffs Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and
19 Ana Gabriela Camacho for their services as class representatives. The requested Class
20 Representative Enhancement Payments of \$5,000 for each Plaintiff will be reviewed at time of
21 final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v.*
22 *American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

23 9. Molteni Employment Law is confirmed as Class Counsel for the Class.

24 10. Class Counsel seeks \$96,600 in attorneys’ fees (30% of the Gross Settlement
25 Amount) and up to \$25,000 in actual litigation costs. Following typical practice, however, the fee
26 award will not be considered at this time, but only as part of final approval.

27 11. A Final Approval Hearing on the question of whether the settlement, attorneys’ fees
28

1 and costs to Class Counsel, and Class Representative Enhancement Payments should be finally
2 approved as fair, reasonable and adequate as to Class Members is to be scheduled in Department
3 18. Class Counsel are to obtain a hearing date for the motion for final approval from the
4 Department clerk. Other dates in the scheduled notice process should track as appropriate to the
5 hearing date.

6 12. The Court confirms APEX as the Settlement Administrator.

7 13. The proposed payment of up to \$4,190 in costs to APEX for its services as the
8 Settlement Administrator is conditionally approved.

9 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of
10 \$16,100 (75% of which, or \$12,075, shall be paid to the Labor and Workforce Development
11 Agency, and 25% of which, or \$4,025, shall be distributable to Aggrieved Employees).

12 15. The Court approves, as to form and content, the Notice of Class Action Settlement
13 in substantially the form attached as Exhibit B to the Agreement. The Court approves the
14 procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set
15 forth in the notice.

16 16. The Court directs the mailing of the notice of class action settlement by first class
17 mail to Class Members in accordance with the Implementation Schedule below. The Court also
18 directs that a text message be sent to all Class Members and Aggrieved Employees as set forth in
19 the Agreement. The Court finds the dates selected for the mailing and distribution of the notice, as
20 set forth in the Implementation Schedule, meet the requirements of due process and provide the
21 best notice practicable under the circumstances and shall constitute due and sufficient notice to all
22 persons entitled thereto.

23 17. The ultimate judgment must provide for a compliance hearing after the settlement
24 has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one
25 week before the compliance hearing date. Five percent (5%) of the attorney's fees are to be
26 withheld by the claims administrator pending satisfactory compliance as found by the Court.

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28

1 **IV. IMPLEMENTATION SCHEDULE**

2 Accordingly, the Court hereby adopts the Implementation Schedule for further proceedings

3 Deadline for <i>Defendants to Provide Settlement Administrator with Database of Class Member Contact Data</i>	10 calendar days from the date of this Order
4	
5	
6 Deadline for Settlement Administrator to Mail the <i>Class Notices and Class Member Information Forms</i> to Class Members	10 calendar days from receipt of the Class Data
7	
8	
9 Deadline for Class Members to Postmark <i>Requests for Exclusion or "Opt Outs" or Objections</i>	45 days from the mailing of the Class Notices
10	
11 Deadline for Class Counsel to <i>File Motion for Final Approval of Settlement</i> , Motion for Attorneys' Fees, Costs, PAGA Payment, Service Payments, and Settlement Administrator Costs	16 court days prior to the Final Approval Hearing
12	
13	
14	
15 Deadline for Defendants to Fund Good Faith Deposit	15 days after preliminary approval (\$22,000)
16	
17	

18 **IT IS SO ORDERED.**

19 Dated: Feb 28 2020

20 
21 Hon. Patrick McKinney
22 Judge of the Superior Court, Alameda County
23 **Patrick McKinney / Judge**