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8 Attorneys for *Petitioners and Plaintiffs*  
GEORGE PADILLA and SHARON MORENO,  
9 Individually on Behalf of Themselves and All Others  
Similarly Situated  
10

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF RIVERSIDE**  
13

14 GEORGE PADILLA and SHARON  
MORENO, Individually on Behalf of  
15 Themselves and All Others Similarly  
Situating,

16 Petitioners and Plaintiffs,  
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18 v.

19 MISSION SPRINGS WATER DISTRICT  
and DOES 1-25, inclusive,  
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21 Respondents and Defendants.  
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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

**MAR 15 2023**

  
**K. Rahlwes**

**Case No. RIC2003782**

[Assigned to the Hon. Chad Firetag, Dept 3]

**~~PROPOSED~~ FINAL APPROVAL OF  
CLASS SETTLEMENT ORDER AND  
JUDGMENT**

Date: March 15, 2023

Time: 8:30 a.m.

Dept.: 3

Action Filed: September 24, 2020

Trial Date: None set

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MAR 16 2023  
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1 case in accordance with the terms of the Settlement, as defined herein, the Court's October 26, 2022  
2 Preliminary Approval Order, and this Final Approval Order and Judgment. The parties are hereby ordered  
3 to comply with the terms of the Settlement and this Final Approval Order and Judgment.

4 5. The Court approves the settlement of the above-captioned action as set forth in the  
5 Settlement, including the releases therein, as fair, just, reasonable and adequate as to the parties and the  
6 Class. The parties are directed to perform in accordance with the terms of the Settlement.

7 6. All of the Released Class Claims and Released District Claims are hereby released upon the  
8 Effective Date, as defined in the Settlement.

9 7. Solely for purposes of effectuating the Settlement, this Court has certified a provisional  
10 class of all Class Members, as defined by the terms of the Settlement, and the Court deems this definition  
11 sufficient for purposes of California Rules of Court, Rules 3.765(a) and 3.771. Specifically, the Court  
12 hereby certifies the following Class for settlement purposes only: "All persons and entities who were billed  
13 and/or paid any amount to the Mission Springs Water District for water service that was billed using  
14 estimates rather than operational metered use from March 6, 2019 through May 18, 2022, who did not  
15 submit an opt-out in this lawsuit on or before January 30, 2023."

16 8. With respect to the Class and for purposes of approving the Settlement only and for no other  
17 purpose, the Court finds and concludes that: (a) the Class members are ascertainable and so numerous that  
18 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and  
19 there is a well-defined community of interest among Class Members with respect to the subject matter of  
20 the claims in this action; (c) the claims of the plaintiffs are typical of the claims of the Class Members; (d)  
21 the plaintiffs have fairly and adequately protected the interests of the Class Members; (e) a class action is  
22 superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel,  
23 Costell & Adelson Law Corporation, are qualified to serve as counsel for the plaintiffs in their individual  
24 and representative capacities and for the Class.

25 9. Pursuant to the terms of the Settlement, the District shall issue each Class Member existing  
26 customer a credit on their monthly invoice for the refund amount owed to each Class Member existing  
27 customer in accordance with the formula set forth in Section 9(c)(i)-(iii) of the Settlement Agreement  
28 within 90 days after the "Effective Date" as defined at Section 2(f) of the Settlement Agreement.

1           10. Pursuant to the terms of the Settlement, the District and/or the Settlement Administrator  
2 shall issue each former Class Member former customer a check for the refund amount owed to each Class  
3 Member former customer in accordance with the formula set forth in Section 9(c)(i)-(iii) of the Settlement  
4 Agreement within 90 days after the "Effective Date" as defined at Section 2(f) of the Settlement  
5 Agreement. The envelope transmitting the settlement distribution shall bear the notation: "YOUR CLASS  
6 ACTION SETTLEMENT CHECK IS ENCLOSED." Any settlement distribution check shall be negotiable  
7 for at least 90 days, but not more than 180 days, from the date of mailing. The District and/or the Settlement  
8 Administrator shall mail a reminder postcard to any class member whose settlement distribution check has  
9 not been negotiated within 60 days after the date of mailing.

10           11. If, after the issuance of all refunds to Class Members, some portion thereof remains  
11 unclaimed in the Settlement Fund, such funds shall be transferred by the District to its United Way Help  
12 to Others Fund, a charitable fund established by the District to assist qualified District residents with their  
13 water bills. United Way of the Desert is located at 73710 Fred Waring Drive, #104, Palm Desert CA,  
14 92260.

15           12. Pursuant to the terms of the Settlement and Class Plaintiffs' unopposed Motion for  
16 Attorneys' Fees and Costs dated February 21, 2023, the District shall pay Class Counsel, Costell & Adelson  
17 Law Corporation, attorneys' fees and costs of \$100,000 in accordance with Section 12(c) of the Settlement  
18 within seven (7) days after the "Effective Date," as defined in the Settlement Agreement. The Court finds  
19 that this amount is fair and reasonable.

20           13. Pursuant to the terms of the Settlement, the District shall pay the Claims Administrator  
21 (Simpluris, Inc.) the amount of \$27,575.27 for its fees and costs relating to the claims administration  
22 process. The Court finds that this amount is fair and reasonable.

23           14. Without affecting the finality of this Final Approval Order and Judgment in any way, the  
24 Court hereby retains exclusive and continuing jurisdiction over this action, the plaintiffs, the Class and the  
25 District for purposes of supervising the implementation, enforcement, construction, administration and  
26 interpretation of the Settlement and this Judgment.

27           15 The parties are ordered to cause a copy of this Final Approval Order and Judgment to be  
28 posted by the Claims Administrator (Simpluris, Inc.) on the settlement website,

1 www.MSWDClassActionSettlement.com, in order to provide notice to the Class pursuant to California  
2 Rules of Court, Rule 3.771(b).

3 16. This Final Approval Order and Judgment shall constitute a judgment for purposes of  
4 California Rules of Court, Rule 3.769(h).

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6 **IT IS SO ORDERED.**

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9 Dated: March 15, 2023

10   
11 Honorable Chad Firetag  
12 JUDGE OF THE SUPERIOR COURT  
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