

1 **MESSRELIAN LAW INC.**

2 Harout Messrelian, Esq. (SB# 272020)

3 hm@messrelianlaw.com

4 Maralle Messrelian, Esq., Of Counsel (SB#316974)

5 maralle@messrelianlaw.com

6 500 N. Central Ave., Suite 840

7 Glendale, California 91203

8 Telephone: (818) 484-6531

9 Facsimile: (818) 956-1983

10 Attorneys for Plaintiff Erasmo Gomez

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SANTA CLARA**

13 **(UNLIMITED JURISDICTION)**

14 ERASMO GOMEZ,

15 *Plaintiff,*

16 vs.

17 A-1 JAY'S MACHINING, INC.; JAMES
18 K. MACHATHIL; and DOES 1 to 25,
19 inclusive,

20 *Defendants.*

Case No.: 22CV394795

21 **DECLARATION OF ERASMO GOMEZ IN**
22 **SUPPORT OF PLAINTIFF'S MOTION FOR**
23 **APPROVAL OF PAGA SETTLEMENT AND**
24 **RELEASE**

Action filed: 02/15/2022

Hearing Date: September 21, 2023

Hearing Time: 1:30 p.m.

Hearing Dept: 1, Hon. Sunil R. Kulkarni

DECLARATION OF ERASMO GOMEZ IN SUPPORT OF
PAGA SETTLEMENT AND RELEASE

I, ERASMO GOMEZ, declare and state as follows:

1. I am a resident of the State of California and am over 18 years of age. I am the named Plaintiff in this action and am represented by Harout Messrelian of Messrelian Law, Inc. in this action. Except as otherwise stated, I have personal knowledge of all matters set forth in this declaration and could and would competently testify thereto if called upon to do so as a witness.

2. I first started working for A-1 JAY'S MACHINING, INC. in or about 2015 or 2016 as a janitor. My employment ended on or around September 15, 2021.

3. I understand that this lawsuit is a Private Attorney General action, otherwise known as a PAGA lawsuit. I understand that I am the Plaintiff and that A-1 JAY'S MACHINING, INC. and JAMES K. MACHATHIL (collectively "A-1 JAY'S") are the Defendants. I understand that my name is on the cover of the lawsuit. I understand that I am the representative of other A-1 JAY'S employees. As the representative in this lawsuit, I have duties to the State of California and other employees like me who were not paid for all hours worked at the correct rates of pay, provided all required meal and rest periods, and reimbursed for necessary business expenses, such as cell phones and gas/mileage expenses. I also understand that my lawsuit is on behalf of the State of California. I have fairly represented the other employees and the State throughout this lawsuit. I don't have any disagreements with the other A-1 JAY'S employees I represent. I am not aware of any reason why I can't make the best decisions for them in this lawsuit.

4. When I agreed to hire my attorneys to file this lawsuit, I also agreed that I would be the representative of the other employees and the State of California. I agreed that the interests of the other employees and the State in the lawsuit are as important as my personal interests in suing A-1 JAY'S. I agreed that I would do what is in the best interest of the other employees and the State when deciding whether or not to settle this lawsuit. I also agreed to actively participate in the lawsuit. I also understand that there will only be a settlement of the lawsuit if the Court allows it.

5. The PAGA statute does not forbid service awards. Courts frequently award them in PAGA-only cases as well. The work I have done on this case includes hiring my attorneys,

1 attorneys, speaking with my attorneys on many occasions by phone, explaining what my
2 employment at A-1 JAY'S was like, explaining what my employment at A-1 JAY'S had in
3 common with other employees who worked for A-1 JAY'S, explaining my claims to my
4 attorneys, and communicating with my attorneys about the settlement agreement and related
5 documents. Despite this, I am **not** asking for a service award for my involvement and the time
6 I spent assisting my counsel with the PAGA action.

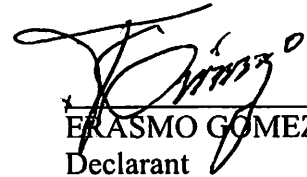
6 6. I negotiated an individual settlement of my individual wage and hour claims
7 and hostile work environment and wrongful termination claims after the Parties had agreed to
8 the Settlement of the PAGA action. During my employment, I was not paid for all hours
9 worked. I was also not always able to take a timely, duty-free, uninterrupted meal break or my
10 two rest breaks. I also used my personal cell phone and my personal vehicle for business
11 purposes and was never reimbursed for my mobile phone and gas/mileage expenses. Also,
12 during my employment, another employee, Armando, would consistently harass me. I
13 complained to my manager and others about Armando's harassing behavior. I feel the
14 company wrongfully terminated my employment for my complaints and attempting to protect
15 myself from Armando.

15 7. As part of my individual settlement, I signed a general release of all claims,
16 whether known or unknown, that I may have against Defendants, not only PAGA claims.

17 8. I don't believe that my individual settlement has any bearing on whether I have
18 served the Aggrieved Employees' best interests and will continue to do so. Nevertheless, I am
19 willing to provide it to the Court *in camera* if the Court so requests.

20 I declare under the penalty of perjury of the laws of the State of California that the
21 foregoing is true and correct to the best of my knowledge.

22 Executed on August 24, 2023 at San Jose, California.

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24 
25 ERASMO GOMEZ,
26 Declarant
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