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SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

SIMON EDEZA CAMPANA,

Plaintiff,

v.

VISTA VERDE LABOR, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV000638

**DECLARATION OF PLAINTIFF
MARIA ISABEL PEREZ GOMEZ IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 13, 2026

Time: 8:30 A.M.

Dept.: 14

1 I, Maria Isabel Perez Gomez, declare as follows:

2 1. I am an individual over the age of 18 years old and am a resident of California. I
3 am one of the Plaintiffs in this matter. I have personal knowledge of the facts set forth below
4 and if called to testify I could and would do so competently.

5 2. I was employed by Vista Verde Labor, Inc., from approximately January 2016 to
6 November 2021. During my employment, I was assigned to work at various ranches and
7 growers, including Scheid Vineyards, Tanimura & Antle, and Sebastian Harvesting (together
8 the "Grower Defendants"). I worked for Defendants as a non-exempt employee and was paid
9 on an hourly basis.

10 3. During my employment, I was not paid for all hours worked, including
11 minimum and overtime wages, not paid premiums for missed or late meal and rest breaks, and
12 not paid all wages due and upon separation of employment. Defendants also failed to provide
13 me with complaint, off-duty meal and rest breaks, reimburse work-related expenses, and
14 provide accurate wage statements.

15 4. For example, I was not compensated for all the time I worked, including my
16 actual start and end times as well as missed, short, and delayed meal and breaks. During my
17 employment, I was also required to work shifts of five hours or more without receiving a 30-
18 minute uninterrupted, duty-free meal break and a 10-minute duty-free rest break for shifts of
19 four hours or more. I did not receive premium pay for the non-compliant meal and rest breaks.

20 5. In addition, as an employee, I was sometimes required to work in multiple fields
21 during a workday. I was required to use my personal vehicle for travel but was not reimbursed
22 for the costs of using my own vehicle. I was also required to use my personal cell phone to
23 make and receive work-related calls and text messages. I never received any reimbursement
24 for using my vehicle and cell phone.

25 6. Due to the practices mentioned above, the wage statements I received did not
26 show the required information such as accurate regular and overtime hours worked, total hours
27 worked, gross and net wages earned, and all applicable rates of pay and the number of hours
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1 worked at each rate.

2 7. I understand that this action was brought on behalf of all other non-exempt
3 hourly employees in the State of California, and I am acting as a representative for the Class.
4 As a class representative, I understand that it is my responsibility to act in the best interest of
5 the Class and not my own. I agree that I will not put my own interests ahead of those of the
6 Class, and that I will not settle my wage and hour claims separately or independently from
7 those of the Class. Moreover, I am not aware of any conflicts that exist between my interests
8 and the interests of the Class that would impair or affect my ability to serve as representative
9 for the Class.

10 8. I have and continue to be willing to assist in the investigation of this matter,
11 including providing any necessary information and documents to my attorneys, as well as
12 make myself available for trial or any further proceeding in this matter as required to represent
13 the interests of the Class. I also understand my duties and responsibilities to the proposed
14 class and will carry out those duties as necessary.

15 9. I have discussed the terms of the settlement with my attorneys, and based on the
16 information provided, I believe the settlement to be fair, adequate, and reasonable for myself
17 and for the entire Class.

18 10. I respectfully request that the Court approve a Service Award in the amount of
19 \$5,000. In accepting the role of named plaintiff, I understood from the outset that I was
20 assuming risks and burdens that were materially greater than those borne by absent class
21 members. I was advised, and understood, that if I did not prevail, I could potentially be
22 exposed to Vista Verde's litigation costs. I knowingly accepted that risk. I also understood that
23 pursuing this matter as a class action—rather than as an individual case—would substantially
24 prolong the litigation, require far greater personal involvement, and expose me to greater
25 financial and reputational risk.

26 11. I undertook substantial efforts in my role as a class and representative plaintiff. I
27 regularly communicated with counsel, gathered and produced documents, reviewed pleadings,
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1 assisted with factual development, and remained available throughout the litigation for
2 consultation and strategic decision-making. In this particular case alone, I estimate that I
3 invested 20 hours in this case, including time spent: (1) participating in numerous telephonic
4 meetings with my attorneys and their staff to discuss the case and review documents prepared
5 on my behalf; (2) searching for and providing documents and information regarding Vista
6 Verde's wage and hour practices; (3) making myself available for mediation; (4) reviewing
7 and executing the Settlement Agreement; and (5) reviewing and signing declarations in
8 support of court approval.

9 12. Additionally, I did not make the decision to file a class action lightly. I was
10 concerned about the attention that a class action lawsuit could attract in the workplace and the
11 potential reputational harm that might result, including the perception that I could be viewed
12 as difficult to work with. I was also mindful that pursuing a class action could jeopardize my
13 employment status. Although I believed the lawsuit was justified, I understood that my current
14 or prospective employers could learn that I had sued Vista Verde, creating a risk of retaliation
15 or strained relationships with colleagues and supervisors.

16 13. Despite these concerns, I agreed to proceed because I believed that important
17 workplace rights affecting many employees were at stake and that those issues would not be
18 addressed unless someone was willing to step forward. I knowingly accepted these risks, in
19 addition to the financial and litigation-related risks, in order to pursue relief on behalf of the
20 class.

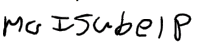
21 14. I also agreed, as part of this settlement, to execute a broad general release of all
22 claims, including a waiver under California Civil Code section 1542, which is broader than the
23 release provided by absent class members.

24 15. For these reasons, I respectfully submit that the Service Award is supported by
25 the quality of my service and substantial efforts in representing the interests of other
26 employees, the inherent risks of litigation, and the personal and professional risks I assumed
27 with respect to my current and future employment. The Service Award is also intended to
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1 reasonably compensate me for the broad general release I am providing to Vista Verde, which
2 extends beyond the claims resolved on behalf of absent class members.

3 16. My first language is Spanish, and I speak no English. Jackie Mireles orally
4 translated the contents of this declaration from English to Spanish for me before I signed it.
5 Ms. Mireles speaks my language fluently and appeared to have no difficulty understanding
6 me. Likewise, I had no difficulty understanding Ms. Mireles. Ms. Mireles read the entire
7 contents of this declaration to me in Spanish before I signed it, and the translation she read to
8 me was a true and accurate recitation of the testimony I wish to present to the Court.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct and if called as a witness I could and would competently testify to
11 each of the matters stated herein, and I state that these matters are based upon my own
12 personal knowledge acquired through first-hand observation, except where stated otherwise.
13 This declaration was executed by me on February 19, 2026, in Salinas, California.
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15 Firmado por:
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