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

OSCAR EDUARDO GOMEZ and JOSE
 ADULFO GOMEZ, individually, and on behalf
 of all others similarly situated,

Plaintiff,

v.

PRODUCTION PLUS PLUMBING, INC., a
 California corporation; and DOES 1 through 10,
 inclusive,

Defendants.

Case No. 2023CUOE017974

[Assigned for all purposes to: Hon.
 Charmaine H. Buehner, Dept. 44]

**DECLARATION OF OSCAR EDUARDO
 GOMEZ IN SUPPORT OF PLAINTIFFS'
 MOTION FOR PRELIMINARY
 APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: September 2, 2026

Time: 1:30 p.m.

Dept.: 44

Complaint filed: December 21, 2023

Trial date: Not set

DECLARATION OF OSCAR EDUARDO GOMEZ

I, Oscar Eduardo Gomez, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

3. I worked for Production Plus Plumbing, Inc. ("Defendant") as an hourly-paid, non-exempt employee from approximately January 2015 to November 2023.

4. Based on my experience with and knowledge of Defendant's employment practices, including its uniform wage and hour policies, I worked with my attorneys to bring claims on behalf of all hourly-paid, non-exempt employees of Defendant ("Class Members"), including myself, during the relevant period.

5. I believe that I am an adequate class representative in this case because I was subject to the same policies and practices as other Class Members, and I believe my experience working for Defendant is typical with respect to work conditions.

6. I do not have any conflicts with other Class Members that would interfere with my ability to represent them or affect my commitment to putting the interests of the Class above my own.

7. My interests in this case are not adverse to the interests of other Class Members. In fact, I believe my interests are the same as other Class Members because we were all subject to the same company-wide policies and practices and suffered the same injuries as a result of Defendant's alleged failure to comply with California law, and I seek the same relief for the whole Class, including for unpaid wages, penalties, and interest.

8. When I decided to pursue claims against Defendant, including as a representative in this lawsuit on behalf of other Class Members and as a private attorney general for the State of California, I understood that I was seeking unpaid wages and penalties for all us and that, by doing so, I would potentially delay more immediate recovery available to me.

9. I understood that there are risks involved in class and representative action lawsuits,

1 including that the lawsuit could continue for several years and require my services and attention until
2 it was resolved, including through appeals from any judgment in our favor.

3 10. My attorneys also discussed with me, and I understood, that representing both the
4 Class and the State in this action against my former employer might bring me negative attention,
5 including from prospective employers, and that I could be responsible for some or all of Defendant's
6 legal costs if we didn't prevail on the claims alleged.

7 11. I understand that the lawsuit means that there is now a permanent, publicly available
8 record of the complaint and other documents filed with the court. I also understand that notice of the
9 settlement in this case will be mailed to approximately 400 Class Members, telling them that I am
10 the named plaintiff who filed claims against Defendant, our former employer. This exposure puts my
11 career prospects at risk, since Class Members may still work within the industry or know people at
12 other companies who might not want to hire someone who sued a former employer.

13 12. Despite these risks, even though I had concerns about losing future job opportunities
14 or losing the case and having a judgment filed against me for costs, I decided to proceed with the
15 litigation on behalf of Class Members and the State of California

16 13. Throughout the litigation, I have kept the best interests of Class Members in mind and
17 have been committed to prosecuting this case vigorously on all our behalf. I believe that I have
18 demonstrated my ability to advocate for the Class as a whole, not only by initiating the lawsuit, but
19 also by expending a substantial amount of time and effort on the litigation. Specifically, I have
20 searched for and gathered documents relevant to my employment with Defendant to share with my
21 attorneys, provided information to my attorneys regarding my work experience with Defendant,
22 stayed informed about the status of the case, participated in preparation for mediation, made myself
23 available during the mediation to respond to questions or concerns that might arise, and participated
24 in settlement discussions. After the mediation, I remained actively involved by reviewing the
25 settlement papers and communicating with my attorneys about the status of the settlement.

26 14. I estimate that since I retained Wilshire Law Firm in November 2023, I have spent
27 approximately 50 hours on these activities. I estimate that I will spend an additional 2 hours assisting
28 my attorneys through the approval process, including by staying informed about the case through

disbursement of the settlement checks.

15. I will continue to participate actively in this lawsuit as needed.

16. As a Class Member, I will receive the same benefits as the rest of the Class. However, I understand that the settlement agreement authorizes the request for a service award to me of up to \$10,000.00. I believe this amount is fair compensation for my time and effort on this case and especially the potential risks to my future employment. Unlike other Class Members who are releasing the wage and hour claims asserted in the lawsuit, I have agreed to a general release of all claims against Defendant arising from our employment relationship. I will receive no compensation beyond what the settlement provides.

17. Based on my involvement in this case and the benefits provided to employees, I can say I helped other workers who might have been too afraid to pursue claims because they did not want to risk losing their jobs or face the stigma of suing an employer. I chose to take the risks because I believed this lawsuit could make a difference.

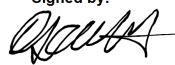
18. I reviewed the Class Action and PAGA Settlement Agreement before I signed it, and my attorneys answered all my questions. I believe the settlement terms and allocations are fair, adequate, and reasonable based on our discussions about the strength of the class claims and Defendant's defenses.

19. I do not have any actual or potential conflicts of interest with any Class Member or the proposed Settlement Administrator, Phoenix Settlement Administrators.

20. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 8/7/2026, at Oxnard, California.

Signed by:

 9E084127D999414
 Oscar Eduardo Gomez