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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,

Plaintiffs,

v.

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

Defendants.

Case No. 2023CUOE017974

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

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Preliminary Approval Hearing:
Date: November 25, 2026
Time: 1:30 p.m.
Dept.: 44

Complaint filed: December 21, 2023
Trial date: None set

[PROPOSED] ORDER

Having reviewed Plaintiffs Oscar Eduardo Gomez and Jose Adulfo Gomez's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declarations of Arrash T. Fattahi, Oscar Eduardo Gomez, and Jose Adulfo Gomez, the Class Action and PAGA Settlement Agreement ("Agreement"), and the Parties' November 2, 2026 Amendment to Class Action and PAGA Settlement Agreement ("Amendment"), and good cause appearing, the Court finds and **ORDERS** as follows:

1. The Court finds on a preliminary basis that the Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Class based on the terms set forth in the Agreement between Plaintiffs and Defendant Production Plus Plumbing, Inc. ("Defendant"), attached to the Declaration of Arrash T. Fattahi in Support of the Motion as **Exhibit 2**, as modified by the Amendment. A true and correct copy of the Agreement is also attached hereto as **Exhibit 1**.

2. The Settlement falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of $1,350,000.00 to cover (a) Individual Class Payments to Class Members who do not validly opt out ("Participating Class Members"); (b) a $50,000.00 payment ("PAGA Penalties") to settle civil penalties under the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., allocated 75% ($37,500.00) to California's Labor and Workforce Development Agency ("LWDA") and 25% ($12,500.00) to PAGA Members (as defined below); (c) Class Representative Service Payments of up to $10,000.00 to each Plaintiff ($20,000.00 total); (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Payment or Settlement Sum (currently estimated to be $450,000.00), and up to $35,000.00 for actual litigation expenses incurred by Class Counsel ("Attorneys' Fees and Costs"); and (e) administration fees of up to $8,000.00 to the Administrator.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable

law. The Court finds on a preliminary basis that: (1) the Settlement Sum is fair and reasonable to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to evaluate their respective positions reasonably and intelligently; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by further litigation; and (4) the proposed Settlement has been reached as the result of adversarial and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Agreement was entered into in good faith.

4. A Final Approval Hearing on the question of whether the proposed Settlement, Attorneys' Fees and Costs, PAGA Penalties, the Class Representative Service Payments, and the Administrator's expenses should be finally approved as fair, reasonable, and adequate as to the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following Class: all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period ("Class Members").

6. "Class Period" means the period beginning June 26, 2019, and ending on the date this Court grants Preliminary Approval of the Settlement. This definition may not be altered administratively after preliminary approval without further Court review.

7. "PAGA Members" means all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

8. "PAGA Period" means the period beginning January 15, 2023, and ending on the date this Court grants Preliminary Approval of the Settlement.

9. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members and predominate over individual issues; (3) Plaintiffs' claims are typical of Class Members' claims; (4) Plaintiffs and Class Counsel will fairly and adequately

protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court appoints Plaintiffs as Class Representatives, for settlement purposes only. The Court further preliminarily approves Plaintiffs' request for Class Representative Service Payments in an amount not to exceed $10,000.00 each ($20,000.00 total).

11. The Court appoints, for settlement purposes only, Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's request for attorneys' fees of up to one third (1/3) of the Settlement Sum (currently estimated to be $450,000.00) and litigation costs not to exceed $35,000.00.

12. The Court appoints Phoenix Settlement Administrators as the Administrator and preliminarily approves the request for reasonable administration expenses not to exceed $8,000.00.

13. The Court approves, as to form and content, the Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") attached as **Exhibit A** to the Amendment. A true and correct copy of the Amendment is also attached hereto as **Exhibit 2.** The Court finds on a preliminary basis that the plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

14. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Agreement. The Court notes, however, that the Agreement contains an "escalator" provision, pursuant to which, if the Administrator determines from the final Class Data that the total number of Workweeks increases beyond a 10% threshold, Defendant may either increase the Gross Settlement Amount proportionally or elect to end the Class Period when cumulative Workweeks reach that threshold, with no increase to the Gross Settlement Amount. If the "escalator" is triggered and Defendant elects to truncate the Class Period rather than increase the Gross Settlement Amount, the Parties must obtain Court approval of the revised Class Period and corresponding Class Notice before the Class Notice is mailed.

15. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Agreement.

16. The Court ORDERS the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	7 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for the Administrator to mail the Class Notice to Class Members	21 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	30 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file any Motion for Final Approval, including Requests for Attorneys' Fees and Costs, Class Representative Service Payments, and Administrator's expenses	18 court days before the Final Approval Hearing
Final Approval Hearing	**March 31, 2027**, at 1:30 p.m. in Dept. 44 of the above-captioned Court

17. The Court **ORDERS** further that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

Dated: _____

_____
HON. CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made between OSCAR EDUARDO GOMEZ and JOSE ADULFO GOMEZ (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, on the one hand, and PRODUCTION PLUS PLUMBING, INC. ("Defendant"), on the other hand. Plaintiffs and Defendant will at times be referred to collectively as the "Parties" and may individually be referred to as a "Party."

RECITALS

WHEREAS, Plaintiffs contend they were employed by Defendant during the alleged "Class Period," defined as between June 26, 2019 and the date the Court in the Action grants Preliminary Approval of this settlement;

WHEREAS, Plaintiffs contend they were employed by Defendant during the alleged "PAGA Period," defined as between January 15, 2023 and the date the Court in the Action grants Preliminary Approval of this settlement;

WHEREAS, on December 21, 2023, Plaintiffs filed a Class Action Complaint in the Superior Court of California, County of Ventura, Case Number 2023CUOE017974, entitled *Oscar Eduardo Gomez, et al. v. Production Plus Plumbing, Inc.* (the "Action"), asserting the following causes of action on a class action basis against Defendant: (1) Failure to Pay Minimum and Straight Time Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest Periods, (5) Failure to Timely Pay Final Wages at Termination, (6) Failure to Provide Accurate Wage Statements, (7) Failure to Indemnify Employees for Expenditures, and (8) Unfair Business Practices;

WHEREAS, on January 15, 2024, Plaintiffs sent the California Labor and Workforce Development Agency ("LWDA") a letter advising of their intent to assert claims against Defendant under the California Private Attorneys' General Act (the "Notice");

WHEREAS, despite the fact that Defendant denies the validity of Plaintiffs' claims in the Action and the Notice (the "Asserted Claims"), the Parties want to resolve and settle the dispute that has arisen between them;

WHEREAS, for purposes of settlement only, the Parties agree that certification of the class is appropriate and the requisites for establishing class certification are met;

WHEREAS, a settlement has been reached as to the Action and the Notice in the total gross amount of One Million Three Hundred Fifty Thousand Dollars and Zero Cents ($1,350,000.00);

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

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AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiffs that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by Released Parties. Plaintiffs further agree that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final court approval of this Agreement, enforce the terms of this Agreement or as required by a valid court order). Defendant disclaims and denies any liability, obligation, or responsibility to Plaintiffs whatsoever.

2. Gross Settlement Payment. In consideration for the releases as described in Paragraphs 3 and 4, and subject to court approval of this Agreement, Defendant agrees to pay a gross amount of One Million Three Hundred Fifty Thousand Dollars and Zero Cents ($1,350,000.00) (the "Settlement Sum") subject to the following terms and conditions:

a. The Parties agree that of the Settlement Sum, Ten Thousand Dollars and Zero Cents ($10,000.00) will be payable to each Plaintiff as an enhancement award, in addition to any amount they may be entitled to under the distribution formula as identified in Paragraph 6, for their time, effort, expense, and risks associated with being the named representatives, a broader general waiver of their rights, and participating in the Action as class representatives. This payment will be reported as 1099 income from which no deductions will be made. Defendant will not oppose Plaintiffs' application for such an enhancement award so long as it is consistent with the amount described herein. This amount shall come from, and shall not be in addition to, the Settlement Sum. Plaintiffs acknowledge their responsibility to pay any and all taxes related to the enhancement award, as set forth in Paragraph 2.f below. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

b. The Parties agree that up to Eight Thousand Dollars and Zero Cents ($8,000.00) of the Settlement Sum shall be used to pay the settlement administration fees of the third-party administrator, Phoenix Settlement Administrators (the "Administrator"). The costs of the Administrator shall be paid from, and shall not be in addition to, the Settlement Sum;

c. The Parties agree that up to Fifty Thousand Dollars and Zero Cents ($50,000.00) of the Settlement Sum shall be allocated to Plaintiffs' claims under the California Private Attorneys General Act ("PAGA") and will be distributed as required by that statute. Specifically, twenty-five percent (25%) of the $50,000.00 PAGA allocation (i.e. $12,500.00) will be distributed to the PAGA Members and seventy-five percent (75%) of the PAGA allocation (i.e. $37,500.00) will be distributed to the LWDA. These amounts shall come from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

d. The Parties agree that up to one third (1/3) of the Settlement Sum (i.e. $450,000.00) will be allocated to the payment of the attorneys' fees incurred by Plaintiffs in the Action. Defendant will not oppose any request for attorneys' fees so long as it does not exceed this threshold. This amount shall come from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this Paragraph, said reduced

approval amount shall not be cause to invalidate the Agreement;

e. Plaintiffs shall also be entitled to reimbursement for all litigation costs they actually incurred in the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00). This amount shall come from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

f. The Parties agree that the employees' share of any payroll taxes associated with any payments made to the Class Members under this Agreement shall come from the Settlement Sum, and shall not be in addition to the Settlement Sum. Furthermore, Plaintiffs and the Class Members shall be responsible for any and all tax obligations, other than the employer's share of any payroll taxes, that are associated with any payments they receive as part of the Settlement Sum;

g. The Parties agree that the employer's share of any payroll taxes associated with any payments made to the Class Members under this Agreement shall be paid by Defendant separately from the Settlement Sum, and shall not be deducted from the Settlement Sum.

h. There shall be a Net Settlement Sum that is distributed to the Class Members in accordance with the allocations set forth in Paragraph 7 below. The Net Settlement Sum shall consist of the Settlement Sum less the amounts identified in Paragraph 2.a. through 2.f., above (i.e. enhancement award, costs of administration, PAGA allocation, attorneys' fees, costs, and employees' share of payroll taxes). All Class Members will receive a portion of the Net Settlement Sum on a pro rata basis based on the number of workweeks they worked during the Class Period. Specifically, the final settlement payments will be determined by the Administrator by taking the number of workweeks each individual Class Member worked during the Class Period and dividing that by the total number of workweeks the Class Members worked as a whole during the Class Period, and multiplying that fraction by the Net Settlement Sum;

i. The PAGA Members' share of the PAGA allocation shall be divided among them on a pro rata basis based on the number of pay periods they worked during the PAGA Period. Specifically, the amount each PAGA Member is entitled to receive will be determined by the Administrator by taking the number of pay periods each individual PAGA Member worked during the PAGA Period and dividing that by the total number of pay period the PAGA Members worked as a whole during the PAGA Period, and multiplying that fraction by the PAGA Members' share of the PAGA allocation; and

j. By no later than 14 days after the Judgment entered by the Court becomes final or August 12, 2026, whichever is later, Defendant shall deposit the Settlement Sum ($1,350,000) and the employer's share of any payroll taxes into a QSF account established by the Administrator. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed..

3. Release. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is understood and agreed to as follows:

a. "Released Parties" as referenced herein and as released in the Agreement shall collectively mean Defendant and each of Defendant's past, present and future parent companies, subsidiaries, affiliates, principals, and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

b. Plaintiffs Oscar Eduardo Gomez and Jose Adulfo Gomez, on behalf of themselves and their heirs, successors, assigns, attorneys and agents, hereby release and forever discharge the Released Parties from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in law and in equity, whether known or unknown, matured or unmatured, suspected or unsuspected, which they ever had or now have with regard prior to the date the Court approves this Agreement including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal period penalties, failure to pay rest period penalties, failure to provide meal periods, failure to provide rest breaks, failure to pay wages upon separation, failure to provide accurate wage statements, failure to reimburse business expenses, unfair competition, violations of the California Private Attorneys General Act, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto.

c. As a condition of participating in this settlement, any Class Members who fail to timely submit a request to be excluded from the proposed settlement hereby release and forever discharge the Released Parties from any and all class action claims made, or which could have been made, in the Action based on the facts alleged including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal period penalties, failure to pay rest period penalties, failure to provide meal periods, failure to provide rest breaks, failure to pay wages upon separation, failure to provide accurate wage statements, failure to reimburse business expenses, unfair competition, violations of the California Private Attorneys General Act, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the Class Period.

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d. As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims under PAGA that were alleged or which could have been alleged in the Action based on the Notice including, but not limited to, claims arising from failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal period penalties, failure to pay rest period penalties, failure to provide meal periods, failure to provide rest breaks, failure to pay wages upon separation, failure to provide accurate wage statements, failure to reimburse business expenses, and all claims for costs, attorney's fees, and civil penalties related thereto. This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

4. California Civil Code Section 1542. Plaintiffs hereby agree to waive all rights that they might possess under Section 1542 of the Civil Code of the State of California related to any claims they may have against any of the Released Parties. Section 1542 has been explained to Plaintiffs by their counsel and provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH lift DEBTOR OR RELEASED PARTY.**

5. First Amended Complaint. Prior to seeking preliminary approval of this Agreement from the Court, Plaintiffs shall file a First Amended Complaint in the Action containing an additional cause of action for Violation of the Private Attorneys' General Act based on the allegations in the Notice.

6. Motion for Preliminary Approval of Class Action Settlement. Plaintiffs and Plaintiffs' counsel shall file a motion seeking preliminary approval of this Agreement promptly after filing the required First Amended Complaint in the Action. Defendant agrees to cooperate with Plaintiffs in these efforts so that the motion seeking preliminary approval is filed in a timely manner.

7. Administrator and Distribution Method. The Parties agree that Plaintiffs' counsel and Defendant's counsel will select the Administrator to process and distribute the Settlement Sum in accordance with the Agreement. The Parties will agree upon an Administrator as soon as reasonably possible after this Agreement is executed by the Parties and prior to Plaintiffs' counsel filing a motion seeking preliminary approval of this Agreement. In addition, subject to court approval, the timelines and methods for the administration of this Agreement shall be as follows:

a. For purposes of this Agreement, "Class Members" are defined as: "all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning June 26, 2019 and ending on the date the Court in the Action grants Preliminary Approval of this settlement."

b. For purposes of this Agreement, "PAGA Members" are defined as: "all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning January 15, 2023 and ending on the date the Court in the Action grants Preliminary Approval of this settlement."

c. All Class Members will receive a portion of the Net Settlement Sum on a pro rata basis based on a reasonable estimate of the total number of workweeks worked by all members of the Settlement Class during the applicable period. The Administrator shall mail and distribute to all Class Members a notice of this settlement, in English and Spanish, informing them of the basic information regarding its terms, how to submit objections, how to exclude themselves from this proposed settlement, their estimated shares of the Net Settlement, how to dispute the allocated number of workweeks, and the date for a final fairness hearing (the "Class Notice," in a form substantially similar to that attached hereto as Exhibit A). The estimated share of the Net Settlement Sum for each individual within the class definition will be determined as follows: 1) A Total Value Per Workweek will be derived by dividing the Net Settlement Sum by the total number of weeks that all Class Members worked within the Class Period (i.e. any week in which a Class Member worked at least 1 day); and 2) each Class Member will have their respective number of workweeks multiplied by the Total Value Per Workweek to derive their respective share of the Net Settlement Sum. Any monies allocated to individuals within the class definition who do not participate in this settlement because they opt-out will be redistributed to Class Members pro-rata. The redistribution will take place by eliminating the non-participating class members' workweeks from the total workweeks used to calculate the Total Value per Workweek. The Total Value per Workweek will then be recalculated and applied to Class Members' workweeks to determine their respective share of the Net Settlement Sum.

d. Ninety percent (90%) of the payment of the Net Settlement Sum to eligible Class Members will consist of 1099 income representing payment for statutory penalties and interest, and ten percent (10%) of the payment of the Net Settlement Sum to eligible Class Members will consist of W-2 income representing payment for wages.

f. Within seven (7) calendar days after the date that the Court grants preliminary approval of this Agreement, Defendant shall provide the Administrator with all information needed to identify and locate the Class Members and PAGA Members, process payments, and process claims for payments. This information may include, but may not be limited to, the Class Members' names, dates of employment, last known addresses, last know phone numbers, social security numbers, and any other information required to effectuate the Agreement.

g. The class list and any other data provided by Defendant to the Administrator shall be treated as confidential, and shall not be subject to disclosure by the Administrator, except that: (a) relevant information may be provided to Class Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from either a Class Member or a third-party; (b) to allow Defendant's counsel and Plaintiffs' counsel to confirm that the calculation of a particular Class Member's estimated share of the settlement is accurate; and (c) as is otherwise necessary for the Administrator to perform its obligations described in this Agreement. Furthermore, the Administrator (and Plaintiffs' counsel, if appropriate) shall use commercially reasonable efforts to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data and all copies of it in a complete and secure manner when it is no longer required for purposes of

this Agreement. The Administrator shall ensure that the Notice and any other communications to Class Members shall not include any Class Member's social security number, except for the last four digits.

h. Within fourteen (14) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for anticipated payments to Class Members, the allocation of workweeks to Class Members, and any payroll taxes to be paid by Defendant. Also within fourteen (14) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will provide the Parties with a spreadsheet showing the Administrator's calculations for payments to the PAGA Members and the allocation of pay periods to Class Members. The Administrator may redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiffs to the Action) in order to protect Class Members' confidential information. This will allow Plaintiffs and Defendant the opportunity to review the Administrator's calculations, and the Administrator will confirm receipt and approval of the spreadsheet by the Parties prior to disbursing the class notices, as noted below.

i. Within twenty-one (21) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will perform an NCOA check to determine the Class Members' current addresses using the information provided by Defendant, and will mail the court approved notices to the Class Members at those updated addresses. Thereafter, the Class Members will have thirty (30) days from that mailing date to contest the number of workweeks allocated to them, request to opt-out of the class action portion of the settlement, or object to the proposed settlement. Any responses not postmarked by the response deadline shall be deemed invalid. If a notice is returned as undeliverable or advises that the Class Member is no longer at the listed address, within three (3) business days of being so informed, the Administrator shall perform a skip-trace on that Class Member and shall re-mail the notice to the new address found as the result of the skip-trace. Individuals who have notices re-mailed to them shall have their deadline to contest the number of workweeks allocated to them, request to opt-out of the class action portion of the settlement, or object to the proposed settlement extended by fourteen (14) calendar days.

j. The Administrator will have the final decision on any disputes that arise regarding the Class Members' information (e.g. the number of workweeks attributable to each Class Member). However, any dispute regarding the validity of any Class Member's response to the notice (e.g. a potentially late, incomplete, or unclear response) shall be resolved by the mutual agreement of the Parties. The Administrator shall provide weekly reports to the Parties regarding the status of the administration process, including the number of opt-outs, objections, and disputes received.

k. Within seven (7) calendar days after the last day for any Class Members to object to the proposed settlement, dispute their information, or request to be excluded from the class action portion of the settlement, the Administrator shall provide the Parties with a signed declaration summarizing the details of the administration process, the number of objections received, the number of opt-out requests received, the number of disputes submitted, and the final status of all such items.

l. After the Court grants final approval and within seven (7) calendar days after the Administrator receives payment of the Settlement Sum, the Administrator shall provide the

Parties the final calculations of all settlement payments to all Class Members who did not opt-out of the settlement (the "Participating Class Members") and all PAGA Members. The Administrator shall redact any identifying information and instead assign an employee value, except leaving the identifying information for the named Plaintiffs, such that the Parties can review and approve the final distribution amounts to the Participating Class Members and the PAGA Members. Within seven (7) calendar days after the final calculations are distributed by the Administrator, only upon approval by the Parties of the final distribution amounts, the Administrator will mail to Participating Class Members their pro-rata share of the Net Settlement Sum. Class Members shall have one hundred and eighty (180) days to cash their respective settlement checks under this Agreement. Any checks not negotiated within the one hundred and eighty (180) days will be voided and will not be reissued. Also within seven (7) calendar days after the Administrator distributes final calculations and obtains the Parties' approval thereof, the Administrator shall distribute the awarded attorneys' fees and costs, the representative enhancement award, the final distribution amounts to PAGA Members, the payment to the LWDA, and the payment for the costs of Administration.

m. Within one hundred ninety (190) calendar days after the Administrator mails Participating Class Members and PAGA Members their pro-rata share of the Net Settlement Sum, any unclaimed funds, including funds from uncashed settlement checks will be paid out in accordance with California Code of Civil Procedure section 384(b) to the State of California Unclaimed Property Division in the name of the Class Member or PAGA Member to whom those funds were originally issued. No amount of the Settlement Sum will revert to Defendant for any reason.

n. Within ten (10) calendar days after the Administrator distributes the unclaimed funds in accordance with Paragraph 6.l., the Administrator shall provide the Parties with a declaration outlining the settlement administration process and completion of payments to those specified in Paragraph 6.l.

o. The Parties agree that the Administrator will only use the Class Members' contact information and social security numbers for the purpose of effectuating the Agreement.

8. Class Counsel. The Parties agree to the designation of Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm as class counsel for settlement purposes only.

9. Class Representative. The Parties agree to the designation of Plaintiffs Oscar Eduardo Gomez and Jose Adulfo Gomez as the class representatives for settlement purposes only.

10. Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action, with the exception of any dispute regarding the payment of the Settlement Sum. In the case of a dispute regarding the payment of the Settlement Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

11. Enforcement. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure §664.6 and the Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this Action. This Agreement shall be admissible in any proceeding for its enforcement

in accordance with California Evidence Code §§1118 and 1123.

12. Opt-Out Contingency. If more than 10% of the putative Class Members make valid requests to opt-out of the class settlement, Defendant may, in its sole discretion, choose to reject or accept, and be bound by, this Agreement. Defendant shall have five (5) calendar days from the date the Administrator indicates the number of Class Members who opted out to inform Plaintiffs' counsel in writing of its decision to exercise this opt-out option. However, Defendant agrees to pay the cost of the Administrator incurred in administering the settlement up to the date Defendant chooses to exercise this opt-out option.

13. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

14. Confidentiality. Plaintiffs represent and agree that they have not and will not issue any press release, publication, or otherwise disclose this Agreement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiffs further agree not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized the confidential, proprietary, or trade secret information of the Released Parties.

15. Attorney Liens. Plaintiffs represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiffs in relation to the Action are Plaintiffs' responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiffs will indemnify, defend, and hold Released Parties harmless from any such claims.

16. No Additional Recovery. It is the intent of this Agreement that Plaintiffs, lienholders, and any other individual or entity with an interest in the released claims shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 2. If, despite the provisions of this Paragraph, any Released Party receives any claims from any individual or entity arising from Plaintiffs', a Participating Class Member's, or a PAGA Member's filing of any released claims against them (including any claim for contribution or indemnity by any third party related to any released claims), the person who filed such claims shall indemnify, provide a full defense for, and hold harmless the Released Parties for such amount. Additionally, in the event that a trier of fact determines that any Released Party is or would be liable for contribution or indemnity under such circumstances pursuant to any theory of law or equity (and all appeals are exhausted or the time for such appeals have expired), this Agreement shall act as a release, releasing not only the Released Party, but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to contribution or indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiffs, the Participating Class Members, and the PAGA Members, for any claims that would require such contribution or indemnity.

17. Escalator. Based on its records, Defendant estimates that the Class Members worked approximately 31,272 total workweeks during the period from June 26, 2019 to February 12, 2025 (the date of mediation). However, should the Administrator determine that the actual number of workweeks worked by the Class Members during the Class Period is more than 10%

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greater than this number (i.e., more than 34,399 workweeks), Defendant shall have the option of either: (a) increasing the GSA pro rata for every additional workweek worked by the Class Members above that 10% threshold (for example, if the number of workweeks increased by 11%, the GSA will increase by 1%) or (b) ending the Class Period on the date that the number of workweeks worked by the Class Members equals 34,399, in which case no adjustment to the GSA shall be made. Defendant shall inform Plaintiff of its election within 7 days of receiving the Administrator's workweek calculations.

18. No Pending Matters. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

19. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the Notice, Action, and the Asserted Claims. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise, or agreement which has been made, orally or otherwise, by the other party, concerning the terns or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

20. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Notice and the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and the associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, resulting in the dismissal of the entire Action, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code §§1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

Dated: 4/28/2026

Signed by:
9E084127D999414...
Oscar Eduardo Gomez

Dated: 6/8/2026

Signed by:
21EAE8A377CB40F...
Jose Adulfo Gomez

Dated:

Production Plus Plumbing, Inc.

By: _____

Its: _____

greater than this number (i.e., more than 34,399 workweeks), Defendant shall have the option of either: (a) increasing the GSA pro rata for every additional workweek worked by the Class Members above that 10% threshold (for example, if the number of workweeks increased by 11%, the GSA will increase by 1%) or (b) ending the Class Period on the date that the number of workweeks worked by the Class Members equals 34,399, in which case no adjustment to the GSA shall be made. Defendant shall inform Plaintiff of its election within 7 days of receiving the Administrator's workweek calculations.

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Dated:

Oscar Eduardo Gomez

Dated:

Jose Adulfo Gomez

Dated: 4/21/2026

Production Plus Plumbing, Inc.

By: Cody LeBaron

Its: Director

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Oscar Eduardo Gomez, et al. v. Production Plus Plumbing, Inc.
Ventura County Superior Court Case No. 2023CUOE017974

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

TO: All persons who worked for PPP in California as an hourly-paid or non-exempt employee at any time during the period beginning June 26, 2019 and ending on [PRELIMINARY APPROVAL DATE] (the "Class Members") and all persons who worked for PPP in California as an hourly-paid or non-exempt employee at any time during the period beginning January 15, 2023 and ending on [PRELIMINARY APPROVAL DATE] (the "PAGA Members")

IF YOU ARE A MEMBER OF EITHER GROUP OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS

A settlement ("Settlement") has been proposed in the lawsuit referenced above, entitled *Oscar Eduardo Gomez, et al. v. Production Plus Plumbing, Inc*., Ventura County Superior Court Case No. 2023CUOE017974 (the "Action"). If the Court grants final approval of the Settlement, Defendant Production Plus Plumbing, Inc. ("PPP") will provide each Class Member with a payment calculated, in part, based on the number of weeks worked by each Class Member as set forth in this notice.

You may be eligible to receive money from an employee class action lawsuit ("Action") against PPP for alleged wage and hour violations. The Action was filed by former PPP employees Oscar Eduardo Gomez and Jose Adulfo Gomez ("Plaintiffs") and seeks payment of (1) unpaid minimum and straight time wages, (2) unpaid overtime, (3) unpaid meal period premiums, (4) unpaid rest break premiums, (5) untimely final wages, (6) inaccurate wage statements, (7) unreimbursed business expenses, and (8) unfair business practices for a class of hourly-paid or non-exempt employees ("Class Members") who worked for PPP during the Class Period (July 15, 2019 to December 7, 2024); and (9) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for PPP during the PAGA Period (May 1, 2022 to December 7, 2024) ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring PPP to fund Individual Class Payments, and (2) a PAGA Settlement requiring PPP to fund Individual PAGA Payments and a payment to the California Labor and Workforce Development Agency ("LWDA").

Based on PPP's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to PPP's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on PPP's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires PPP to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against PPP.

If you are a non-exempt employee that worked for PPP during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against PPP.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against PPP, and, if you are a PAGA group Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

PPP will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against PPP that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. PPP must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _____**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by _____**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to PPP's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former PPP employees. In the Action, Plaintiffs contend that PPP violated California labor laws by for Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage

Statements, Failure to Indemnify Employees for Expenditures and Unfair Business Practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action ("Class Counsel."):

Wilshire Law Firm, PLC
Arrash T. Fattahi
Arman A. Salehi
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

PPP strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. PPP further contends that its affirmative defenses in the Action may prevent or limit Plaintiffs' class action and PAGA claims.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

Importantly, the Court has not decided whether PPP or Plaintiffs should prevail in the Action. Instead, Plaintiffs and PPP hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and PPP have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, PPP does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. PPP Will Pay $1,350,000.00 as the Gross Settlement Amount (Gross Settlement). PPP has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, PPP will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to 1/3 of the Gross Settlement (currently estimated at $450,000.00) to Class Counsel for attorneys' fees and up to $35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 as a Class Representative Award to each named plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to $8,000.00 to the Administrator for services administering the Settlement.

D. Up to $50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and PPP are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. PPP will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and PPP have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be checks to the California Controller's Unclaimed Property Fund in the name of the Class Member

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you

notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against PPP.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against PPP based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and PPP have agreed that, in either case, the Settlement will be void: PPP will not pay any money and Class Members will not release any claims against PPP.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and PPP has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against PPP or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   As a condition of participating in this settlement, any Class Members who fail to timely submit a request to be excluded from the proposed settlement hereby release and forever discharge the Released Parties from any and all class action claims made, or which could have been made, in the Action based on the facts alleged including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal period penalties, failure to pay rest period penalties, failure to provide meal periods, failure to provide rest breaks, failure to pay wages upon separation, failure to provide accurate wage statements, failure to reimburse business expenses, unfair competition, violations of the California Private Attorneys General Act, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq.,

351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the Class Period..

10. PAGA Members' PAGA Release. As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims under PAGA that were alleged or which could have been alleged in the Action based on the Notice including, but not limited to, claims arising from failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal period penalties, failure to pay rest period penalties, failure to provide meal periods, failure to provide rest breaks, failure to pay wages upon separation, failure to provide accurate wage statements, failure to reimburse business expenses, and all claims for costs, attorney's fees, and civil penalties related thereto. This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $12,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Group Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in PPP's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept PPP's calculation of Workweeks and/or Pay Periods based on PPP's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and PPP's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-

out). If the Participating Class member is also a PAGA Member, the single check will combine the Individual Class Payment and the Individual PAGA Payment. However, if the Participating Class Member is not also a PAGA Member, the single check will contain the Individual Class Payment only.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Non-Participating Class Member who is also a PAGA Member. The single check will contain the Individual PAGA Payment only. However, if a Non-Participating Class Member is not a PAGA Member, they will not be entitled to any payment and will not receive any check..

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Gomez, et al. v. Production Plus Plumbing, Inc.,* Case No. 2023CUOE017974, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

If you timely request exclusion from the Class portion of the Settlement, you will be excluded from the Class, you will not be eligible to share in the Class portion of the Settlement, and you will not be bound by the judgment entered in the Action on Plaintiff's class action claims. As stated above, however, you cannot opt-out of the PAGA portion of the proposed Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and PPP are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____ or the Court's website _____(url)_____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for

Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is** _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Gomez, et al. v. Production Plus Plumbing, Inc.,* Case No. 2023CUOE017974 and include your name, current address, telephone number, and approximate dates of employment for PPP and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 40 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything PPP and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://ventura.ecourt.com/public-portal/?q=Home) and entering the Case Number for the Action, Case No. 2023CUOE017974. You can also make an appointment to personally review court documents in the Clerk's Office at the Ventura Courthouse by calling (805) 289-8525.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Wilshire Law Firm, PLC
Arrash T. Fattahi
Arman A. Salehi

660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Phone: (213) 784-3830
Email: arrash.fattahi@wilshirelawfirm.com
arman.salehi@wilshirelawfirm.com

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not cash your check by the deadline stated on the check itself, the money will be sent to the California State Controller's Unclaimed Property Division. Should you not cash your check in a timely fashion, you may find out more about how to recover your money by visiting https://www.sco.ca.gov/search_upd.html.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Pursuant to Paragraph 19 of the Class Action and PAGA Settlement Agreement between them, which was fully executed as of June 8, 2026 (the "Agreement"), Plaintiffs Oscar Eduardo Gomez and Jose Adulfo Gomez ("Plaintiffs") and Defendant Production Plus Plumbing, Inc. ("Defendant") (collectively, the "Parties") hereby agree to amend the terms of the Agreement as stated herein. Other than as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect.

1. Section 3.c of the Agreement is hereby amended as follows:

   As a condition of participating in this settlement, any Class Members who fail to timely submit a request to be excluded from the proposed settlement hereby release and forever discharge the Released Parties from any and all class action claims made, or which could have been made, in the Action based on the facts alleged including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal period penalties, failure to pay rest period penalties, failure to provide meal periods, failure to provide rest breaks, failure to pay wages upon separation, failure to provide accurate wage statements, failure to reimburse business expenses, unfair competition, violations of the California Private Attorneys General Act arising during the PAGA Period, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any class claims outside of the Class Period or any PAGA claims outside of the PAGA Period.

2. Section 7.m of the Agreement is hereby amended as follows:

   Within one hundred ninety (190) calendar days after the Administrator mails Participating Class Members and PAGA Members their pro-rata share of the Net Settlement Sum, any unclaimed funds, including funds from uncashed settlement checks, shall be transmitted by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Member to whom they were originally issued, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). No amount of the Settlement Sum will revert to Defendant for any reason.

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3. The amended Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as **Exhibit A** shall supersede and replace the Class Notice attached as Exhibit A to the Agreement.

4. All other sections, terms, and conditions of the original Agreement shall remain unchanged, and in full force and effect.

IT IS SO AGREED.

Dated: 10/30/2026

Signed by:
9E084127D999414...
Oscar Eduardo Gomez

Dated: 10/30/2026

Signed by:
21EAE8A377CB40F...
Jose Adulfo Gomez

Dated: _____

_____
Production Plus Plumbing, Inc.

By: _____

Its: _____

3. The amended Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as **Exhibit A** shall supersede and replace the Class Notice attached as Exhibit A to the Agreement.

4. All other sections, terms, and conditions of the original Agreement shall remain unchanged, and in full force and effect.

IT IS SO AGREED.

Dated: _____

Oscar Eduardo Gomez

Dated: _____

Jose Adulfo Gomez

Dated: 11/2/26

Production Plus Plumbing, Inc.

By: Cody LeBaron

Its: Director

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Oscar Eduardo Gomez, et al. v. Production Plus Plumbing, Inc.
Ventura County Superior Court Case No. 2023CUOE017974

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

TO: All persons who worked for PPP in California as an hourly-paid or non-exempt employee at any time during the period beginning June 26, 2019, and ending on [PRELIMINARY APPROVAL DATE] (the "Class Members") and all persons who worked for PPP in California as an hourly-paid or non-exempt employee at any time during the period beginning January 15, 2023, and ending on [PRELIMINARY APPROVAL DATE] (the "PAGA Members")

IF YOU ARE A MEMBER OF EITHER GROUP OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS

A settlement ("Settlement") has been proposed in the lawsuit referenced above, entitled *Oscar Eduardo Gomez, et al. v. Production Plus Plumbing, Inc*., Ventura County Superior Court Case No. 2023CUOE017974 (the "Action"). If the Court grants final approval of the Settlement, Defendant Production Plus Plumbing, Inc. ("PPP") will provide each Class Member with a payment calculated, in part, based on the number of weeks worked by each Class Member as set forth in this notice.

You may be eligible to receive money from an employee class action lawsuit ("Action") against PPP for alleged wage and hour violations. The Action was filed by former PPP employees Oscar Eduardo Gomez and Jose Adulfo Gomez ("Plaintiffs") and seeks payment of (1) unpaid minimum and straight time wages, (2) unpaid overtime, (3) unpaid meal period premiums, (4) unpaid rest break premiums, (5) untimely final wages, (6) inaccurate wage statements, (7) unreimbursed business expenses, and (8) unfair business practices for a class of hourly-paid or non-exempt employees ("Class Members") who worked for PPP during the Class Period (June 26, 2019, to [PRELIMINARY APPROVAL DATE]); and (9) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for PPP during the PAGA Period (January 15, 2023, to [PRELIMINARY APPROVAL DATE]) ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring PPP to fund Individual Class Payments, and (2) a PAGA Settlement requiring PPP to fund Individual PAGA Payments and a payment to the California Labor and Workforce Development Agency ("LWDA").

Based on PPP's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to PPP's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on PPP's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires PPP to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against PPP.

If you are a non-exempt employee that worked for PPP during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against PPP.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against PPP, and, if you are a PAGA group Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

PPP will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against PPP that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. PPP must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** **_____**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** **_____**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to PPP's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former PPP employees. In the Action, Plaintiffs contend that PPP violated California labor laws by for Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage Statements, Failure to Indemnify Employees for Expenditures and Unfair Business Practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the

California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action ("Class Counsel."):

Wilshire Law Firm, PLC
Arrash T. Fattahi
Arman A. Salehi
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

PPP strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. PPP further contends that its affirmative defenses in the Action may prevent or limit Plaintiffs' class action and PAGA claims.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

Importantly, the Court has not decided whether PPP or Plaintiffs should prevail in the Action. Instead, Plaintiffs and PPP hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and PPP have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, PPP does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. PPP Will Pay $1,350,000.00 as the Gross Settlement Amount (Gross Settlement). PPP has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, PPP will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to 1/3 of the Gross Settlement (currently estimated at $450,000.00) to Class

Counsel for attorneys' fees and up to $35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 as a Class Representative Award to each named plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to $8,000.00 to the Administrator for services administering the Settlement.

D. Up to $50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and PPP are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. PPP will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and PPP have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be cancelled and the unclaimed funds shall be transmitted by the Administrator to the California Controller's Unclaimed Property Fund in your name, where they will remain available for you to collect.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against PPP.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against PPP based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and PPP have agreed that, in either case, the Settlement will be void: PPP will not pay any money and Class Members will not release any claims against PPP.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and PPP has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against PPP or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   As a condition of participating in this settlement, any Class Members who fail to timely submit a request to be excluded from the proposed settlement hereby release and forever discharge the Released Parties from any and all class action claims made, or which could have been made, in the Action based on the facts alleged including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal period penalties, failure to pay rest period penalties, failure to provide meal periods, failure to provide rest breaks, failure to pay wages upon separation,

failure to provide accurate wage statements, failure to reimburse business expenses, unfair competition, violations of the California Private Attorneys General Act arising during the PAGA Period, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the Class Period or any PAGA claims outside of the PAGA Period.

10. PAGA Members' PAGA Release. As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims under PAGA that were alleged or which could have been alleged in the Action based on the Notice including, but not limited to, claims arising from failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal period penalties, failure to pay rest period penalties, failure to provide meal periods, failure to provide rest breaks, failure to pay wages upon separation, failure to provide accurate wage statements, failure to reimburse business expenses, and all claims for costs, attorney's fees, and civil penalties related thereto. This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $12,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Group Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in PPP's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept PPP's calculation of Workweeks and/or Pay Periods based on PPP's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission

and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and PPP's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out). If the Participating Class member is also a PAGA Member, the single check will combine the Individual Class Payment and the Individual PAGA Payment. However, if the Participating Class Member is not also a PAGA Member, the single check will contain the Individual Class Payment only.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Non-Participating Class Member who is also a PAGA Member. The single check will contain the Individual PAGA Payment only. However, if a Non-Participating Class Member is not a PAGA Member, they will not be entitled to any payment and will not receive any check.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Gomez, et al. v. Production Plus Plumbing, Inc.,* Case No. 2023CUOE017974, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

If you timely request exclusion from the Class portion of the Settlement, you will be excluded from the Class, you will not be eligible to share in the Class portion of the Settlement, and you will not be bound by the judgment entered in the Action on Plaintiff's class action claims. As stated above, however, you cannot opt-out of the PAGA portion of the proposed Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and PPP are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award

stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at https://www.phoenixclassaction.com/ or the Court's website at https://ventura.courts.ca.gov/.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Gomez, et al. v. Production Plus Plumbing, Inc.,* Case No. 2023CUOE017974 and include your name, current address, telephone number, and approximate dates of employment for PPP and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _(time)_ in Department 44 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (https://www.phoenixclassaction.com/) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything PPP and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators' website at https://www.phoenixclassaction.com/. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://ventura.ecourt.com/public-portal/?q=Home) and entering the Case Number for the Action, Case No. 2023CUOE017974. You can also make an appointment to personally review court documents in the Clerk's Office at the Ventura Courthouse by calling

(805) 289-8525.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Wilshire Law Firm, PLC
Arrash T. Fattahi
Arman A. Salehi
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Phone: (213) 784-3830
Email: arrash.fattahi@wilshirelawfirm.com
arman.salehi@wilshirelawfirm.com

Settlement Administrator:
Phoenix Settlement Administrators
Email Address:
Mailing Address:
Telephone:
Fax Number:

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