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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA – HALL OF JUSTICE

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]

DECLARATION OF KAREN L. WALLACE IN SUPPORT OF 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

DECLARATION OF KAREN L. WALLACE

I, Karen L. Wallace, declare as follows:

1. I am an attorney duly admitted to practice law in the State of California. I am a Senior Attorney at Wilshire Law Firm, PLC ("WLF"), counsel of record for Plaintiffs Oscar Eduardo Gomez and Jose Adulfo Gomez ("Plaintiffs"). I am familiar with the file in this matter and, if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion").

3. On December 21, 2023, Plaintiffs filed this Action against Defendant Production Plus Plumbing, Inc. ("Defendant").

4. On February 12, 2025, the Parties participated in a private full-day mediation with Tripper Ortman, Esq. ("Mediator"). The mediation was successful and resulted in the proposed Class Action and PAGA Settlement Agreement ("Agreement"). A true and correct copy of the Agreement is attached as **Exhibit 2** to the Declaration of Arrash T. Fattahi in support of the Motion, filed August 11, 2026 ("Fattahi Decl."). A true and correct copy of the proposed Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") is attached thereto as **Exhibit A**.

5. On August 10, 2026, my office submitted a copy of the Agreement to the LWDA. A true and correct copy of the email confirming receipt by the LWDA is attached as **Exhibit 3** to the Fattahi Declaration.

6. On September 2, 2026, the Court entered an Order regarding the Motion (the "Order") directing the Parties to correct certain deficiencies, and the following corrections were made.

7. The Parties agreed to amend the Agreement to address the Court's concerns. A true and correct copy of the Amendment to the Class Action and PAGA Settlement Agreement ("Amendment") is attached as **Exhibit 5**. A true and correct copy of the proposed amended Class Notice, *infra*, is attached thereto as **Exhibit A**.

8. With respect to Class Members' release of claims pursuant to the Private Attorneys

General Act ("PAGA"), Lab. Code ¶ 2698, *et seq*., Section 3.c of the Agreement was amended to specify that the release of PAGA claims is limited to those arising during the PAGA Period and does not extend to any PAGA claims outside of the PAGA Period.

9. With respect to the disposition of unclaimed funds, Section 7.m of the Agreement was amended to including further information regarding the handling of any unclaimed settlement funds by the State Controller's Unclaimed Property Fund.

10. With respect to the Class Notice, the Parties have stipulated and agreed that the amended Class Notice attached as Exhibit A to the Amendment shall supersede and replace the Class Notice proposed on August 11, 2026.

a. The "Participating Class Members' Release," Paragraph 9, was revised to reflect the Amendment and specify that the release of PAGA claims is limited to those arising during the PAGA Period;

b. The dates of the Class and PAGA Periods were corrected: the Class Period is identified as June 26, 2019, to [PRELIMINARY APPROVAL DATE]; and the PAGA Period is identified as January 15, 2023, [PRELIMINARY APPROVAL DATE];

c. The department in which the Final Approval Hearing is occurring was corrected to identify Department 44;

d. A website address for the Administrator was inserted as a placeholder in Paragraphs 7-9; and

e. The name of the Administrator, Phoenix Settlement Administrators, was inserted in Paragraphs 9 and 10.

f. All additional information, including contact information specific to the Action, will be inserted by the Administrator on receipt of an order granting preliminary approval of the Settlement.

g. A true and correct copy of a redlined version of the revised Class Notice is attached as **Exhibit 6** for the Court's convenience.

11. Plaintiffs submitted the Amendment to the Labor and Workforce Development

Agency ("LWDA") on November 2, 2026. A true and correct copy of the email confirming receipt by the LWDA is attached as **Exhibit 7**.

12. On October 26, 2026, the proposed Administrator, Phoenix Settlement Administrators, provided an updated "not-to-exceed" bid for $8,000.00. A true and correct copy of the October 26, 2026 bid is attached as **Exhibit 8**.

13. To date, my office has incurred $21,475.02 in litigation costs. A true and correct copy of Wilshire Law Firm's itemized list of expenses is attached as **Exhibit 9**.

14. Plaintiffs estimate that 202 PAGA Members worked a total of 12,471 pay periods during the PAGA Period, and the average Individual PAGA Payment will be approximately $61.88 (($50,000 x .25) / 202).

15. On October 28, 2026, my office spoke to Plaintiff Oscar Gomez to confirm the dates of his employment. Mr. Gomez confirmed that he worked for Defendant from approximately January 2015 to November 2023, as he stated in the Declaration of Oscar Gomez, filed August 11, 2026.

16. Plaintiffs revised the [Proposed] Amended Order, which is concurrently filed, and propose Wednesday, March 31, 2027, at 1:30 p.m., for the Final Approval Hearing.

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

Executed on November 2, 2026, at Santa Monica, California.



Karen L. Wallace

EXHIBIT 5

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:

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 6

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.~~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 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:

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 7

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Mon 11/2/2026 4:44 PM
To Giancarlo Recinos' Team <GiancarloRecinosTeam@wilshirelawfirm.com>

11/02/2026 04:44:39 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/02/2026 04:44:39 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1005041-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7Ce3687ced4c7a451df4b208df3943abcd%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639292634973171984%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=TqsT3qMAjKygsXG2b%2BlqinhsAZ%2FHPMfnYNqjBeGKdll%3D&reserved=0

EXHIBIT 8

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	400
Opt Out Rate	1%
Opt Outs Received	4
Total Class Claimants	396
Subtotal Admin Only	**$8,000.00**
Not-to-Exceed Total	**$8,000.00**

For 400 Class Members

Pricing Good for Scope of Estimate Only

October 26, 2026

Case: Gomez v. Production Plus Plumbing Opt-Out Administration wTranslation

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Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **400** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$125.00	2	$250.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$134.46	1	$134.46
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$95.00	2	$190.00
		Total	**$856.46**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.50	400	$200.00
Notice Packet & Opt-Out Form	$1.50	400	$600.00
Estimated Postage (up to 2 oz.)*	$0.74	400	$296.00
Static Website	$200.00	1	$200.00
Language Translation	$1,000.00	1	$1,000.00
		Total	**$2,546.00**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$2.00	40	$80.00
Remail Notice Packets	$1.50	40	$60.00
Estimated Postage	$0.74	40	$29.60
Programming Undeliverables	$50.00	2	$100.00
		Total	**$379.60**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	1	$135.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	5	$50.00
Case Manager	$75.00	1	$75.00
		Total	**$570.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$100.00	2	$200.00
Check Run Setup & Printing	$125.00	2	$250.00
Mail Class Checks *	$1.25	396	$495.00
Estimated Postage	$0.69	396	$273.24
		Total	**$1,583.24**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

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Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	2	$250.00
Remail Undeliverable Checks (Postage Included)	$1.50	20	$29.70
Case Associate	$50.00	2	$100.00
Reconcile Uncashed Checks	$75.00	2	$150.00
Conclusion Reports	$150.00	1	$150.00
Case Manager Conclusion	$80.00	2	$160.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$975.00	1	$975.00
		Total	**$2,064.70**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: **$8,000.00**

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TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 9

Wilshire Law Firm, PLC

Transaction Detail by Account

All Transactions

Accrual Basis

Type	Date	Num	Memo	Description	Amount	Balance
Mediation Fees						
	4/24/2024	3043	Mediation Fee - Ortman Mediation	50% Mediation Fees	$13,000.00	$13,000.00
Total MEDIATION FEES					$13,000.00	$13,000.00
Consultant Fees						
	2/20/2025	14418	Consultant Fee - Berger Consulting Group, LLC	7.80 hours of work	$5,070.00	$5,070.00
	7/1/2026	INV162668-01-01	Consultant Fee - USA Express Legal & Investigative SVCS	Locate Plaintiff		
Total CONSULTANT FEES					$5,070.00	$5,070.00
Filing Fees						
	12/27/2023	69313	Filing Fee - Valpro Attorney Services, LLC	Complaint	$1,663.50	$1,663.50
	01/11/2024	70160	Service Fee - Valpro Attorney Services, LLC	Serve Production Plus	$150.00	$1,813.50
	01/16/2024		Filing Fee - Department of Industrial Relati...	PAGA Notice	$75.00	$1,888.50
	01/19/2024	70255	Filing Fee - Valpro Attorney Services, LLC	POS	$45.00	$1,933.50
	02/06/2024	71258	Filing Fee - Valpro Attorney Services, LLC	Notice	$85.00	$2,018.50
	05/02/2024	75350	Filing Fee - Valpro Attorney Services, LLC	Joint Stipulation	$42.50	$2,061.00
	05/02/2024	75350	Filing Fee - Valpro Attorney Services, LLC	Joint Stipulation	$42.50	$2,103.50
	05/13/2024	75704	Filing Fee - Valpro Attorney Services, LLC	Notice of Order	$42.50	$2,146.00
	05/13/2024	75704	Filing Fee - Valpro Attorney Services, LLC	Notice of Order	$42.50	$2,188.50
	02/28/2025	24820630	Filing Fee - One Legal LLC	Stipulation and Order	$44.60	$2,233.10
	06/05/2025	25526484	Filing Fee - One Legal LLC	Stipulation and Order	$44.60	$2,277.70
	06/24/2025	25644665	Filing Fee - One Legal LLC	Notice of Settlement	$17.50	$2,295.20
	09/10/2025	CC093025TA-1441	Filing Fee - One Legal LLC	Notice of Settlement	$22.92	$2,318.12
	08/05/2026	CC083126TA-0273	Filing Fee - One Legal LLC	Stipulation and Order	$45.75	$2,363.87
	08/12/2026	CC083126TA-0937	Filing Fee - One Legal LLC	Amended Complaint	$24.01	$2,387.88
	08/12/2026	CC083126TA-0941	Filing Fee - One Legal LLC	MPA	$93.15	$2,481.03
	08/13/2026	CC083126TA-1087	Filing Fee - One Legal LLC	MPA	$87.15	$2,568.18
	08/17/2026	CC083126TA-1532	Filing Fee - One Legal LLC	Declaration	$24.01	$2,592.19
	09/10/2026	LA835583	Filing Fee - Nationwide Legal LLC	Declaration	$18.20	$2,610.39
Total FILING FEES					$2,610.39	$2,610.39
Other Costs						
	2/7/2025		Travel Fee - Southwest Airlines	Airfare for Molly DeSario - Hearing (roundtrip)	$488.96	$488.96
	2/18/2025		Travel Fee - Hotel Per La, Autograph Collection	Mediation	$245.18	$734.14
	2/18/2025		Travel Fee - Uber	Mediation Transportation	$2.50	$736.64
	2/18/2025		Travel Fee - Uber	Mediation Transportation	$38.62	$775.26
	2/18/2025		Travel Fee - Uber	Mediation Transportation	$19.37	$794.63
Total OTHER COSTS					$794.63	$794.63
TOTAL					**$21,475.02**	**$21,475.02**