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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

THOMAS E. WEATHERMON III, an
individual, on behalf of himself, and on behalf
of all persons similarly situated,

Plaintiff,

v.

PACIFIC PRODUCTION PLUMBING, a
California corporation; and DOES 1-50,
Inclusive,

Defendant.

Case No.: 37-2023-00006167-CU-OE-CTL

**DECLARATION OF THOMAS E.
WEATHERMON III IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: February 27, 2026
Time: 8:30 a.m.

Dept.: C-74
Judge: Hon. Blaine K. Bowman

1 I, THOMAS E. WEATHERMON III, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiffs' Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Motion for Class Counsel
5 Award and Service Award. I have personal knowledge of all the facts stated herein. I could and would
6 competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in August 2022 and filed the lawsuit in February 2023. I filed
8 the case on behalf of myself and a class of all current and former non-exempt employees who worked
9 for Pacific Production Plumbing ("Defendant") in California and paid in whole or in part on a piece rate
10 basis during the period beginning February 14, 2019 through June 7, 2025 (the "Class Period").

11 3. I was employed by Defendant from August 2018 to December 2024, as a foreman. At all
12 times during my employment, I was classified by Defendant as a non-exempt employee, paid on an
13 hourly and piece rate basis, and was entitled to legally compliant meal and/or rest periods and minimum,
14 regular and overtime wages for all hours worked. Throughout my employment, I was subject to
15 Defendant's written policies and procedures contained in, among other documents, the "Pacific
16 Production Plumbing Employee Handbook".

17 4. I filed the case because I believed my rights as an employee were violated by Defendant
18 and also the rights of other employees that worked for Defendant. Among other claims, I believe
19 Defendant failed to provide accurate itemized wage statements, failed to provide meal and rest breaks,
20 failed to pay for all hours worked, failed to reimburse employees for mandatory business expenses, and
21 failed to timely pay all wages due upon separation of employment.

22 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
23 my attorneys. We discussed my work experience and how company policies were applied to me and
24 other employees. I provided the attorneys with documents they requested. We reviewed the documents
25 together and asked and answered many questions regarding my experience working for Defendant, the
26 litigation process, and about class actions generally.

27 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
28 and as a proposed Class Representative. I understood that pursuing this action as a class action rather

1 than merely seeking my individual claims substantially increased the risk to me. Those risks included
2 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if
3 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
4 the attorneys and the Court because I needed to prove that I was an adequate class representative.
5 Further, I understood that I would lose some autonomy over my individual claims that I could not make
6 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
7 of the Class in mind.

8 7. I also understood that pursuing this litigation created a very public record of my grievances
9 with Defendant which produced the risk that a future employer could hold it against me that I sued a
10 former employer.

11 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
12 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
13 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
14 claims may be greater than my ultimate recovery from the net class settlement amount.

15 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
16 I believed violations occurred and most employees would not know what their rights are and even if
17 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

18 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
19 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
20 because I wanted to keep up with developments in the case which I understood was one of my duties as
21 a class representative.

22 11. **Review and Approval of Settlement:** A mediation was held on May 15, 2025. Even
23 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
24 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
25 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
26 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
27 reviewed and signed the Memorandum of Understanding on July 23, 2025, and when the settlement
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1 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I
2 signed on September 18, 2025.

3 12. **Participation:** Since I retained Class Counsel, I have been actively involved with this
4 class action lawsuit performing the duties described above. While I did not keep formal time records, I
5 was in regular contact with my attorneys, attended hearings, reviewed important court filings, and spent
6 considerable time on the issues presented during the litigation and in the settlement process. I estimate
7 that I spent approximately 20-25 hours working on this case.

8 13. Also, my attorneys explained to me that the settlement process involved a two-step review
9 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
10 and paid. I knew this process also involved notifying all class members of the settlement terms and of
11 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
12 settlement.

13 14. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
14 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
15 that the requested Service Award in the amount of \$10,000 from the settlement is fair compensation for
16 (1) the work I performed, (2) the sacrifices made not pursuing this case individually, and (3) the risks I
17 undertook.

18 15. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
19 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
20 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
21 for \$10,000 as a service award is fair and reasonable.

22 16. Further, I support my attorneys' application for a payment of the Class Counsel Award
23 comprised of thirty-five percent (35%) of the Gross Settlement Amount currently estimated to be Two
24 Hundred Eighty-Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$285,250.00) and up to
25 \$30,000.00 for actually incurred litigation expenses.

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17. I understand that the attorneys' fees portion of the Class Counsel Award shall be divided 50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC, and I expressly consent to the division of fees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 9/29/2025, at Hemet, California.

By: Thomas weathermon (Sep 29, 2025 16:51:44 PDT)
THOMAS E. WEATHERMON III