

B. James Fitzpatrick (SBN: 129056)
Alison L. Baker (SBN: 193601)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Larry W. Lee (SBN: 228175)
Kristen Agnew (SBN: 247656)
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiff Espiridion Gopar

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BENITO

ESPIRIDION GOPAR, an individual and on
behalf of all others similarly situated,

Plaintiff,

TAYLOR FARMS RETAIL, INC.; and DOES 1
through 50, inclusive,

Defendant.

Case No. CU-24-00222

**DECLARATION OF PLAINTIFF
SOCORRO SENA IN SUPPORT OF
PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT UNDER
CALIFORNIA LABOR CODE § 2698 ET
SEQ.**

[Assigned for all purposes to The Honorable
Omar Rodriguez, Dept. 1]

Date: June 22, 2026
Time: 10:30 a.m.
Dept.: 1
Action Filed: September 11, 2024
Trial Date: None Set

DECLARATION OF SOCORRO SENA

I, Socorro Sena, declare as follows:

1. I am an individual over the age of 18. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I am one of the named plaintiffs in the above-reference action and submit this declaration in support of the Motion for Approval of PAGA Settlement. Before signing the PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”), I read and discussed the terms of the Agreement with my attorneys. I believe that this settlement is fair, adequate, and reasonable.

3. I worked for Defendant Taylor Farms Retail, Inc. (“Defendant” or “Taylor Farms”) from approximately October 2019 through approximately April 2023. Throughout my employment with Taylor Farms, I have been an hourly, non-exempt employee.

4. During the COVID-19 pandemic, I was required to undergo a temperature check at the start of my workday. Before clocking in, I had to wait in line for approximately five to ten minutes each workday.

5. During my employment with Taylor Farms, I was sometimes scheduled for shifts where I was required to call or text to find out my start time for that workday (“Call-In Shifts”). I understood that I could be disciplined, up to and including termination, if I failed to call or text at the designated time for those Call-In Shifts. I also understood that I could be disciplined, up to and including termination, if I failed to report to work at the start time communicated to me through that mandatory call-in process. Taylor Farms did not compensate me for the time I spent calling or texting on days when I was scheduled for a Call-In Shift. In addition, when I was required to call or text but was then told not to report to work, Taylor Farms did not pay reporting-time pay or minimum wages for the time I was required to keep myself available for the Call-In Shift. I was not reimbursed for using my personal cell phone to determine the start time of my shifts.

6. I filed this lawsuit with no guarantee of personal benefit. I brought this case because I was concerned that Taylor Farms was not treating its employees fairly, including by failing to pay all wages owed and failing to provide proper breaks. I hoped that, by coming forward, I could help bring about changes to Taylor Farms’ policies and better protect the working conditions of

employees, including my former co-workers

7. I understood that, by bringing this action, I was stepping into the shoes of the state labor agency and representing other hourly employees of Taylor Farms. I believe that my interests have been and continue to be aligned with the hourly employees I represent in this lawsuit. I do not have any interests that are adverse to the interests of my co-workers.

8. I understood that I was expected to represent the other employees' interests, placing them ahead of my own. Because of that responsibility, I made it a priority to remain actively involved in the case. I estimate that I spent at least 35 or more hours on this matter, including: (1) participating in phone calls with my attorneys and their staff to discuss the claims alleged in my lawsuit and status of the case; (2) reviewing key case documents prepared on my behalf, such as my demand for arbitration and the complaint; (3) providing my attorneys with information and documents relevant to the temperature screenings, meal period procedures, and call-in requirements; (4) reviewing and executing the Settlement Agreement; and (5) reviewing and signing my declaration submitted to this Court in support of the settlement.

9. I did not make the decision to file this lawsuit lightly. I was concerned that bringing a publicly filed lawsuit against Taylor Farms could affect my reputation and future employment opportunities if prospective employers learned of it. Nevertheless, I believed it was important to pursue this case because the issues raised in it affected not only me, but other employees as well. Additionally, I am aware and have been aware from the inception of the case, that there is the risk that if I do not win this lawsuit, then I could be liable for Defendant's litigation fees and costs. If I had lost the case and been ordered to pay Defendant's litigation costs, it would have been financially devastating to me.

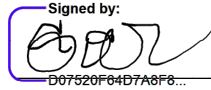
10. I understand that the Settlement Agreement provides a PAGA Representative Service Payment in the amount of \$2,500.00 to me and the other named plaintiffs. I believe this amount is fair and reasonable given the risks I have taken, the tasks I have performed, the time I have invested, and the real benefit which the State and Taylor Farms employees will receive from this action.

11. I understand my requested PAGA Representative Service Payment is subject to the Court's approval and discretion, and I respectfully request that the Court approve awarding it and

1 approve me to serve as the PAGA Representative for Settlement purposes.

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

4 Executed on May 14, 2026, at Salinas, California.

5
6  Signed by:
D07520F64D7A8F8...

7 Socorro Sena
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28