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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 MARIA
CASTRO GARCIA 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 PLAINTIFF MARIA CASTRO GARCIA IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE § 2698 ET SEQ.**

DECLARATION OF MARIA GARCIA CASTRO

I, Maria Garcia Castro, 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 April 2015, through approximately January 15, 2022. During my employment, I was assigned to work as an operator at the Hansen facility. For the duration of my employment, I was an hourly, non-exempt employee.

4. At various points during my employment, I was required to call a recorded line to determine whether I was required to report to work. This practice later changed to receiving a text message on my personal phone. The app is known as “Ganaz.” I was not reimbursed for using my personal cell phone to receive work-related text messages.

5. When Taylor Farms required me to use Ganaz to find out if and when to report to work, I would receive the text messages between 11:00 a.m. and 1:00 p.m. I would start my shift between 2:30 p.m. and 4:00 p.m. There were days when I received no text messages and was required to call the recorded line to determine when to report to work. I estimate that this occurred approximately five times. There were also days when I received a text message notifying me to report to work, and when I arrived at work, my supervisor instructed me and my coworkers that we would not be working. I do not recall the specific days when this occurred. I was not paid for reporting to work on those days. I estimate that this occurred approximately two times.

6. I believe that Taylor Farms did not always provide duty-free breaks to me and other employees. The production lines remained operational throughout my shift. Due to the workload and/or insufficient staffing, there were days when employees were not relieved in time to take compliant meal and rest breaks. As a result, employees sometimes missed rest periods or were not

provided with an uninterrupted 30-minute meal period before the start of the fifth hour of work. To my knowledge, Taylor Farms did not pay employees one additional hour of pay at their regular rate of compensation for each missed, late, or interrupted meal or rest period.

7. During COVID-19, I was required to undergo a temperature check at the start of the workday. I had to wait in line without pay for about 15 minutes before I clocked in to work.

8. 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.

9. 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.

10. 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 the PAGA Notice, my demand for arbitration, and my declaration regarding the COVID-19 procedures; (3) providing my attorneys with information and documents relevant to the temperature screenings, meal period procedures, and call-in requirements; (4) reviewing and verifying discovery responses in the arbitration proceedings; (5) reviewing and executing the Settlement Agreement; and (6) reviewing and signing my declaration submitted to this Court in support of the settlement.

11. I did not decide to file this lawsuit lightly. Although I was no longer employed by Taylor Farms, I was concerned about the attention that a publicly filed lawsuit could bring. I was also concerned that filing the lawsuit could affect my professional reputation, future job opportunities, or relationships with former supervisors or coworkers. Even with those concerns, I

believed it was important to pursue this case because the issues raised affected not only me, but other employees as well.

12. 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.

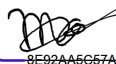
13. I understand that the Settlement Agreement provides a PAGA Representative Service Payment in the amount of \$2,500.00 to me and the other named plaintiffs. I believe this amount is fair and reasonable given the risks I have taken, the tasks I have performed, the time I have invested, and the real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

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

15. My first language is Spanish, and I speak no English. Jackie Mireles orally translated the contents of this declaration from English to Spanish for me before I signed it. Ms. Mireles speaks my language fluently and appeared to have no difficulty understanding me. Likewise, I had no difficulty understanding Ms. Mireles. Ms. Mireles read the entire contents of this declaration to me in Spanish before I signed it, and the translation she read to me was a true and accurate recitation of the testimony I wish to present to the court.

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

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

Firmado por:

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 Maria Garcia Castro