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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 B. JAMES  
FITZPATRICK 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

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I, B. James Fitzpatrick, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Fitzpatrick & Swanston, counsel of record for Plaintiffs Silvia Armenta, Maria Castro Garcia, Enedina De La Torre, Espiridion Gopar, Socorro Sena, and Adolfo Esquivel Illu (“Plaintiffs”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. Counsel supports the settlement as fair, reasonable, and adequate, and in the best interest of the PAGA Members as a whole.

3. The Settlement Agreement was the product of negotiations between highly able and experienced attorneys on both sides who possessed the relevant data and extensive information, which they had carefully analyzed. The Parties engaged in extensive investigation and discovery, involving formal and informal discovery, and in arm's length negotiations at mediation with an experienced neutral that resulted in the settlement.

4. I am familiar with all aspects of this case and all tasks undertaken by the various members of this firm in litigating this case. I have spent significant time pursuing the claims that have been alleged in this action since the commencement of the case. I have been assisted by attorneys Alison L. Baker and Laura L. Franklin, and several paralegals in my office. As a result of my firm's diligence in pursuing the factual and legal issues presented by this case, we were able to realistically assess the PAGA Members' claims, evaluate their damages, and Defendant's exposure. All work performed by our office is done on a contingency basis. Our firm has received no compensation for the time invested or expenses incurred in litigating this case. We have prosecuted this litigation up to this point, taking the risk that we ultimately would not receive any compensation for our work.

5. The hourly rate for attorneys in this firm is \$800.00, and the hourly rate for paralegals is \$185.00. Since at least 2020, I have been approved at hourly rates of \$750.00 and \$800.00 per hour by various Courts, in several matters, including, in the matters entitled: *Jose Antonio Ortiz Arrellano v. Rocha Brothers Farms, LLC*, Santa Cruz County Superior Court, Case No. 21CV01286;

1 *Sione Fuapau v. LHOIST North America of Arizona, Inc.*, United States District Court, Northern  
2 District of California, Case No. 20-CV-04404-VKD; *Sandra Lopez v. Motel 6 Operating, L.P.*,  
3 Ventura County Superior Court Case No. 56-2020-00542312-CU-OE-VTA; *Christina Mendoza v.*  
4 *Planned Parenthood Mar Monte, Inc.*, Santa Clara Superior Court, Case No. 18CV329544; *Javier*  
5 *Mendoza v. National Vision, Inc.*, United States District Court, Northern District of California, Case  
6 No. 19-CV-01485-SVK; *Richard Monreal v. Paradise Electrical Services, Inc.*, Santa Cruz County  
7 Superior Court, Case No. 23CV00078; *Valarie Murray v. Granite Wellness Centers*, Nevada County  
8 Superior Court, Case No. CU20-084680; *Nicolas Serafica v. HGST, Inc.*, Santa Clara County  
9 Superior Court Case No. 21CV386574; and *Curtis White v. Cortech West Staffing, LLC*, San Joaquin  
10 County Superior Cort, Case No. STK-CV-UOE-2023-0000029.

11 6. Counsel risked not only a great deal of time, but also significant expense to ensure  
12 the successful litigation of this action on behalf of all employees. In addition to the supporting  
13 documentation and legal authority presented in Plaintiffs' moving papers, Counsel submits that the  
14 attorneys' fees proposed are not just fair and reasonable; they are necessary in order to incentivize  
15 attorneys to take on the risk of time and expense associated with representative actions. Indeed,  
16 many times counsel expend enormous amounts of work and out of pocket costs in the interest of  
17 aggrieved employees and/or the State of California, only to end up without any recovery whatsoever.  
18 For example, Counsel expended significant time and expenses in a wage/hour class and PAGA  
19 action, only to have the District Court grant summary judgment in its entirety against plaintiff. See  
20 *Gynn-Neupane*, 2021 WL 4481661 (N.D. Cal. Sep. 30, 2021). There are actual risks that Plaintiffs  
21 request this Court take into account when considering the requested attorneys' fees.

22 7. My firm has incurred \$3,524.96 in litigation costs to date. All costs were reasonable  
23 and necessary to the effective prosecution of this matter. Counsel advanced costs without guarantee  
24 that any of the advanced costs would be recovered. Attached as **Exhibit A** is a copy of the litigation  
25 costs incurred by my firm as of the filing of this motion related to this lawsuit.

26 8. I have spent significant time researching and pursuing the claims that have been  
27 alleged in this action. From the inception of the case, Counsel have zealously represented the interests  
28 of the PAGA Members. Counsel have engaged in significant meet and confer discussions with

1 opposing counsel to obtain informal data and documents and to discuss the merits of the claims on  
2 behalf of the PAGA Members. This settlement was obtained for the benefit of the PAGA Members,  
3 as opposed to the individual representatives.

4 9. I am the primary attorney on this matter. My qualifications are as follows: I received  
5 my bachelor's degree from the University of California, Santa Barbara and my Juris Doctor degree  
6 from the University of Santa Clara School of Law. I have practiced law since 1987. The primary  
7 emphasis of my practice is employment litigation. I have represented both employers and employees.  
8 Over 15 years ago, my office commenced handling plaintiff class and representative action wage and  
9 hour cases. Since then, my office has handled hundreds of wage and hour cases to conclusion and  
10 has been counsel and/or co-counsel in over 100 class and representative actions. My firm currently  
11 has wage and hour cases in Alameda County Superior Court, Monterey County Superior Court,  
12 Nevada County Superior Court, San Benito County Superior Court, San Bernardino County Superior  
13 Court, San Joaquin County Superior Court, Santa Cruz Superior Court, Santa Clara County Superior  
14 Court, Ventura County Superior Court, and the United States District Courts for the Eastern and  
15 Northern District of California.

16 10. **No Conflicts with Plaintiffs or the PAGA Members:** I do not have a conflict of  
17 interest with Plaintiffs or the PAGA Members. I have and will adequately represent Plaintiff and the  
18 PAGA Members and will pursue this lawsuit to its conclusion.

19 I declare under penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct and if called as a witness I could and would competently testify to  
21 each of the matters stated herein, and I state that these matters are based upon my own personal  
22 knowledge acquired through first-hand observation, except where stated otherwise. This  
23 declaration was executed by me on May 28, 2026, in Salinas, California.

24 /s/ B. James Fitzpatrick

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26 B. James Fitzpatrick  
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## **EXHIBIT A**

## Cost/Expense Detail

| Date                              | Code | Check # | Type | Units | Amount          | Description              | Date Billed | Amount Billed |
|-----------------------------------|------|---------|------|-------|-----------------|--------------------------|-------------|---------------|
| <b>G0098 Gopar, Espiridion</b>    |      |         |      |       |                 |                          |             |               |
| <b>600 Labor &amp; Employment</b> |      |         |      |       |                 |                          |             |               |
| 6/15/23                           | 102  |         | Cost |       | 1,478.06        | Armenta Odyssey Efile    |             |               |
| 9/12/23                           | 102  |         | Cost |       | 3.60            | Armenta Odyssey Efile    |             |               |
| 11/14/23                          | 102  |         | Cost |       | 3.60            | Armenta Odyssey Efile    |             |               |
| 1/29/24                           | 102  |         | Cost |       | 3.60            | Armenta Odyssey Efile    |             |               |
| 6/4/24                            | 102  |         | Cost |       | 400.00          | De La Torre JAMS         |             |               |
| 6/4/24                            | 102  |         | Cost |       | 400.00          | Gopar JAMS               |             |               |
| 6/5/24                            | 102  |         | Cost |       | 400.00          | Alvarado JAMS            |             |               |
| 6/5/24                            | 102  |         | Cost |       | 400.00          | Sena JAMS                |             |               |
| 6/5/24                            | 102  |         | Cost |       | 400.00          | Torres JAMS              |             |               |
| 5/2/25                            | 102  |         | Cost |       | 36.10           | Gopar Gemini Stipulation |             |               |
| <b>Matter Total</b>               |      |         |      |       | <b>3,524.96</b> |                          |             | <b>.00</b>    |
| <b>Client Total</b>               |      |         |      |       | <b>3,524.96</b> |                          |             | <b>.00</b>    |
| <b>Report Total:</b>              |      |         |      |       |                 |                          |             |               |
| <b>Total</b>                      |      |         |      |       | <b>3,524.96</b> |                          |             | <b>.00</b>    |

Types: Unbilled Costs, Unbilled Expenses, Billed Costs, Billed Expenses

Selection criteria: Client: G0098 Matter: 600

Sorted by: Client Number / Matter Number