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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 SILVIA
ARMENTA 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 SILVIA ARMENTA IN SUPPORT OF PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE § 2698 ET SEQ.**

DECLARATION OF SILVIA ARMENTA

I, Silvia Armenta, 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 was employed by Defendant Taylor Farms Retail, Inc. (“Defendant” or “Taylor Farms”) during the approximate period from approximately 2020, through approximately August 2022. I worked as a line operator. Throughout my employment, I was an hourly, non-exempt employee.

4. 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

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

6. I filed this lawsuit with no guarantee of personal benefit. Instead, I filed this lawsuit because I was concerned that Taylor Farms was not treating its employees fairly, including by not paying all wages, and providing proper breaks. By bringing a lawsuit, I hoped that I might be able to change Taylor Farms’ policies to better protect the working conditions of employees.

7. I understood that in 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

1 been and continue to be aligned with the hourly employees I represent in this lawsuit. I do not have
2 any interests that are adverse to the interests of my former co-workers.

3 8. I understood that I was expected to represent the other employees' interests, placing
4 them ahead of my own. Because of that responsibility, I made it a priority to remain actively involved
5 in the case. I estimate that I spent at least 35 or more hours on this matter, including: (1) participating
6 in phone calls with my attorneys and their staff to discuss the claims alleged in my lawsuit and status
7 of the case; (2) reviewing key case documents prepared on my behalf, such as the PAGA Notice, my
8 demand for arbitration, and my declaration regarding the COVID-19 procedures; (3) providing my
9 attorneys with information and documents relevant to the temperature screenings, meal period
10 procedures, and call-in requirements; (4) reviewing and verifying discovery responses in the arbitration
11 proceedings; (5) reviewing and executing the Settlement Agreement; and (6) reviewing and signing
12 my declaration submitted to this Court in support of the settlement.

13 9. I did not decide to file this lawsuit lightly. Although I was no longer employed by
14 Taylor Farms, I was concerned about the attention that a publicly filed lawsuit could bring. I was
15 also concerned that filing the lawsuit could affect my professional reputation, future job
16 opportunities, or relationships with former supervisors or coworkers. Even with those concerns, I
17 believed it was important to pursue this case because the issues raised affected not only me, but other
18 employees as well.

19 10. Additionally, I am aware and have been aware from the inception of the case, that
20 there is the risk that if I do not win this lawsuit, then I could be liable for Defendant's litigation fees
21 and costs. If I had lost the case and been ordered to pay Defendant's litigation costs, it would have
22 been financially devastating to me.

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

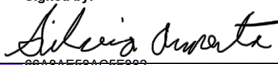
27 12. I understand my requested PAGA Representative Service Payment is subject to the
28 Court's approval and discretion, and I respectfully request that the Court approve awarding it and

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

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

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

10 Executed on May 11, 2026, at Salinas, California.

11 Signed by:
12 
13 00A8AE58AC5F882...
14 Silvia Armenta