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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

OMAR SOTO on behalf of himself
 and all similarly aggrieved employees,

Plaintiff,

v.

RAMCO ENTERPRISES, L.P.; TAYLOR
 FARMS RETAIL, INC.; and DOES 1 through
 50, inclusive,

Defendants.

Case No. CU-24-00222

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

Date: August 14, 2026
 Time: 8:30 a.m.
 Dept.: 14

Complaint Filed: September 19, 2022
 Trial Date: Not Set

NABOR SANCHEZ on behalf of himself
 and all similarly aggrieved employees,

Plaintiff,

v.

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

Defendants.

Complaint Filed: December 30, 2022
 Trial Date: None Set

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

DECLARATION OF NABOR SANCHEZ

I, Nabor Sanchez, 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. In or around October 2001, I was hired by Defendant RAMCO Enterprises, L.P. (“RAMCO”), as a line worker in the Taylor Farms Retail, Inc. (“TFR”) food processing plant in Gonzales, California. My last day physically performing work for RAMCO was April 19, 2021. Throughout my employment with RAMCO, I was 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. To complete the screening, employees were required to form and wait in a line outside or near the entrance to the facility. After reaching the front of the line, an employee’s temperature was taken before the employee was allowed to enter. I typically spent approximately five to ten minutes each workday waiting in line and completing the temperature-screening process. On some days, the process took longer depending on the number of employees waiting to be screened. I was required to complete the screening as a condition of entering the facility and performing my job. I could not avoid the screening or enter the facility without completing it. I was not permitted to clock in before waiting in the screening line or undergoing the temperature check. As a result, the time I spent waiting for and completing the required screening was not recorded on my time records or included in my wages.

5. During my employment with RAMCO, I was sometimes scheduled for shifts where I was required to call or text to find out my start time for that workday. 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. 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. RAMCO did not

compensate me for the time I spent calling or texting. In addition, when I was required to call or text but was then told not to report to work, RAMCO did not pay reporting-time pay or minimum wages for the time I was required to keep myself available for the shift.

6. I was not reimbursed for using my personal cell phone to determine the start time of my shifts. I also was not paid any separate amount for using my personal telephone for RAMCO's business purposes.

7. I believe that RAMCO did not always provide duty-free breaks to me and other employees. 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. I was not paid one additional hour of pay at my regular rate of compensation for each missed, late, or interrupted meal or rest period.

8. RAMCO provided me with wage statements during my employment. Those wage statements did not include the time I spent waiting for and completing the required temperature screenings or the time I spent making required call-in calls or sending required call-in text messages. Because this time was not recorded or paid, my wage statements did not accurately report all hours I worked or all gross and net wages I earned. They also did not accurately reflect the number of hours worked at each applicable hourly rate. My wage statements also did not consistently reflect meal or rest period premium wages when I was unable to receive a compliant meal period or rest break.

9. During my employment, I accrued paid sick leave. On one or more occasions, RAMCO did not permit me to use accrued paid sick leave and/or did not pay me for approved sick leave at the correct rate of pay.

10. Based on my observations and conversations with coworkers, these practices were part of RAMCO's generally applicable procedures and were not isolated incidents unique to me.

11. I filed this lawsuit with no guarantee of personal benefit. I brought this case because I was concerned that RAMCO 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 RAMCO's policies and better protect the working conditions of employees,

including my former co-workers.

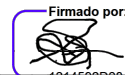
12. However, I did not make the decision to file this lawsuit lightly. I was concerned that bringing a publicly filed lawsuit against RAMCO could affect my reputation and future employment opportunities if prospective employers learned of it. Nevertheless, I believed it was important to pursue this case because the issues raised in it affected not only me, but other employees as well..

13. I understood that, by bringing this action, I was stepping into the shoes of the state labor agency and representing other hourly employees of RAMCO who worked at TFR facilities in California. 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.

14. 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 July 22, 2026, at Salinas, California.

Firmado por:


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Nabor Sanchez