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12 Attorneys for Plaintiff RICARDO RAMIREZ

13 Individually and on behalf of the State of California,

14 and others similarly situated and aggrieved

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF ORANGE**

17 RICARDO RAMIREZ, individually and on
18 behalf of the State of California, and others
19 similarly situated and aggrieved,

20 Plaintiff,

21 v.

22 INGARDIA BROS. PRODUCE, INC., a
23 California Corporation; and DOES 1-100,
24 inclusive,

25 Defendants.

Case No.: 30-2023-01336578-CU-OE-CXC

Assigned for All Purposes to:

Hon. Lon Hurwitz

Dept. CX-103

DECLARATION OF RICARDO RAMIREZ

Date: December 6, 2024

Time: 1:30 p.m.

Dept. CX-103

1 I, RICARDO RAMIREZ, declare as follows:

2 1. I am an adult over the age of eighteen (18) years old. I am a plaintiff in the above-
3 captioned lawsuit. I have personal knowledge of the facts set forth in this declaration. I make this
4 declaration in support of Plaintiff's Motion for Approval of PAGA settlement.

5 2. I worked for defendant Ingardia Bros. as a non-exempt warehouseman from about
6 May 2021 to August 2022, and I worked in the dairy and avocado departments. While I worked
7 there I don't think I was paid for all hours that I worked because I noticed I lost a few minutes of
8 time on many shifts where I punched and started working a few minutes early, or punched a few
9 minutes late if I was finishing up my work. This time was recorded and but didn't get paid for. I
10 also don't think I received all of the meal and rest breaks I was entitled to, as lunches and breaks
11 would start late, last less than 30 minutes, or be interrupted by work, and if worked over 10 hours I
12 didn't get a second lunch break and I don't ever remember be asked to give up a second lunch.

13 3. I decided to file this lawsuit because I did not feel that I was treated fairly as an
14 employee of Defendant, especially with regard to me not receiving all of the pay I believe I
15 earned, and for not getting all of my lunches and other breaks.

16 4. It is my understanding this lawsuit could not have been prosecuted or settled on
17 behalf of the other employees unless I or some other current or former employee decided to serve
18 as a named plaintiff and bring these claims. In deciding to serve as a named plaintiff in this case, I
19 understood that my name could be publicly attached to this lawsuit and that my work experiences
20 to some extent would be set forth in a public court file. I recognized I would need to devote a
21 certain amount of time that I could have spent otherwise. I also recognized my bringing the
22 lawsuit carried some degree of risk for defendants' legal costs among other things. Despite this, I
23 decided to serve as the named plaintiff without any promise of recovery or compensation, and to
24 proceed on behalf of the other employees instead of bringing my own individual case that might
25 have provided more benefit to me personally.

26 5. I am familiar with the work involved in prosecuting this case. I have participated in
27 meetings, phone calls, and other communications with my lawyers regarding this case. I am
28

1 familiar with the allegations and defenses of the claims in this case. I am familiar with the major
2 events in this case, including the investigation performed by my lawyers, the mediation with
3 Defendant that resulted in this settlement, and the preparation of settlement papers and the need to
4 obtain court approval of the proposed settlement. I participated in the litigation and provided my
5 lawyers with information and documents regarding my employment with Defendant.

6 6. I believe that the proposed class-wide settlement obtained on behalf of the other
7 aggrieved employees is excellent in view of the issues and risks involved with the case.

8 7. I believe I have fulfilled my duties as a named plaintiff, which required a
9 significant amount of time and effort during the course of this case. These efforts required
10 dedicating numerous hours to lawsuit activities including, but not limited to: (a) communicating
11 with my attorneys to stay informed of ongoing developments in the case and to discuss the
12 proposed settlement ultimately negotiated; (b) searching for and providing documents and other
13 materials relating to my work experience; (c) responding to requests for information relating to my
14 work experience; and (d) reviewing filings and key documents including drafts of the complaint
15 and the settlement agreement. These tasks required my dedication of at least 20 hours of my time,
16 which time I honestly could have spent on family, personal time, or work. My understanding is
17 that future tasks may require several more hours of my time. Further, at all times I was ready,
18 willing and able to testify at deposition and/or trial. I believe I have been diligent and that I have
19 acted above and beyond that of which is expected of a named plaintiff and will continue to do so.

20 8. It is my opinion that \$10,000.00 is a fair and adequate award for my service as the
21 named plaintiff, and in consideration for my general release of all claims against Defendant and
22 for bringing the case for the benefit of others instead of just myself. I believe that amount is fair
23 and reasonable in view of the work I have and will continue to perform on behalf of the other
24 employees and I believe that my role as the named plaintiff in this lawsuit has resulted in a
25 valuable benefit to the other employees instead of just trying to get a settlement for myself. I
26 accepted the potential risk of being liable for the opposing parties' costs if we were unsuccessful
27 in this lawsuit. I believed in this case, so I was willing to be the named plaintiff to risk this and
28 pursue this case on a representative basis for the other employees. I also accepted the risk that

1 news of this lawsuit could also potentially impact my ability to secure other work.

2 9. Based on the time, service, risk, stress, potential stigma, loss of benefits and
3 excellent outcome of this case, I believe the enhancement for me is fair and reasonable.

4 I declare under penalty of perjury under the laws of California that the foregoing is true
5 and correct. Executed on 09 / 04 / 2024, at Compton, California.

6
7 

8 Ricardo Ramirez

Title	DECLARATION OF RICARDO RAMIREZ
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08 / 30 / 2024

15:46:01 UTC

Sent for signature to Ricardo Ramirez
(vanessareveles85@gmail.com) from mathew@crosnerlegal.com
IP: 97.144.169.245



VIEWED

08 / 30 / 2024

18:02:20 UTC

Viewed by Ricardo Ramirez (vanessareveles85@gmail.com)
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The document has been completed.