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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 KRISTEN M.
AGNEW 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

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law duly licensed to practice before all courts in the State of
3 California. I am an attorney with Diversity Law Group, P.C., counsel of record for Plaintiffs Silvia
4 Armenta, Maria Castro Garcia, Enedina De La Torre, Espiridion Gopar, Socorro Sena, and Adolfo
5 Esquivel Illu (“Plaintiffs” or “PAGA Representatives”). Based on my personal knowledge, I assert
6 the facts set forth herein and, if called as a witness, I could and would competently testify thereto.

7 **PROCEDURAL HISTORY OF THE ACTION & RELATED PAGA ACTIONS**

8 2. I am one of the primary attorneys on this matter. PAGA Counsel has zealously
9 represented the interests of Aggrieved Employees and the State.

10 3. On June 5, 2024, Plaintiff Espiridion Gopar (“Plaintiff Gopar”) initiated an individual
11 arbitration against Defendant Taylor Farms Retail, Inc. (“Defendant” or “Taylor Farms”), in the
12 matter of *Espiridion Gopar v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000532
13 (“*Gopar* Arbitration”). In the arbitration, Plaintiff Gopar asserted individual wage and hour claims
14 under the Labor Code. Plaintiff Gopar later withdrew from arbitration and elected to proceed in court
15 based on his allegation that Defendant failed to remit the fees and costs required to initiate the *Gopar*
16 Arbitration.

17 4. On September 11, 2024, Plaintiff Gopar filed a putative class action complaint in the
18 instant *Gopar* Action, asserting claims for: (1) failure to pay minimum and overtime wages for time
19 spent calling or texting to determine shift start times and waiting in line for COVID-19 temperature
20 screenings, in violation of Labor Code sections 1194, 1197, and 1198; (2) failure to pay reporting
21 time wages when employees called or texted but were instructed not to report to work; (3) failure to
22 reimburse employees for expenses associated with using personal cell phones for work-related
23 purposes, in violation of Labor Code section 2802; (4) failure to provide accurate itemized wage
24 statements, in violation of Labor Code section 226(a); and (5) unfair business practices in violation
25 of Business and Professions Code section 17200 *et seq.*

26 5. On October 28, 2024, Defendant filed a Motion to Compel Arbitration, Stay Class
27 Claims and Dismiss Proceedings in the *Gopar* Action. On March 11, 2025, following extensive
28 briefing and oral argument, the Court denied that motion. On May 2, 2025, Defendant filed a Notice

of Appeal from that order. The appeal remains pending.

6. On May 7, 2025, the Court granted the parties Stipulation for Leave to File First Amended Complaint to add a cause of action for failure to pay wages upon separation of employment, in violation of Labor Code sections 201, 202 and 203.

7. On July 24, 2025, Plaintiff Gopar submitted written notice to the LWDA and Taylor Farms alleging that Defendant violated Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, and 1197.1 (the “Gopar PAGA Letter”). Attached hereto as **Exhibit 2** is a true and correct copy of the Gopar PAGA Letter.

PROCEDURAL HISTORY OF THE RELATED *ARMENTA* AND *SENA* ACTIONS

THE *ARMENTA* ACTION

8. On or about June 14, 2023, Plaintiff Silvia Armenta (“Plaintiff Armenta”), Maria Castro Garcia (“Plaintiff Garcia”) and Enedina De La Torre (“Plaintiff De La Torre”) submitted written notice to the LWDA and Taylor Farms alleging that Defendant violated Labor Code sections 201-204, 226, 510, 1194, 1197, 1197.1, 1199, 2800 and 2802 (the “Armenta/Garcia PAGA Letter”). Attached hereto as **Exhibit 3** is a true and correct copy of the Armenta/Garcia PAGA Letter.

9. On June 14, 2023, Plaintiffs Armenta, Garcia and De La Torre filed a putative class action complaint against Taylor Farms in *Silvia Lopez Armenta, Maria Castro Garcia, and Enedina De La Torre v. Taylor Farms Retail, Inc.*, Monterey Superior Court Case No. 23CV001891 (“*Armenta* Action”).

10. On September 12, 2023, Plaintiffs Armenta, Garcia and De La Torre filed a first amended complaint in the *Armenta* Action.

11. On February 23, 2024, Defendant removed the *Armenta* Action to the United States District Court for the Northern District of California. Defendant alleged that the plaintiffs claims were preempted by section 301 of the Labor Management Relations Act (“LMRA”), 29 U.S.C. section 185(a). Shortly thereafter, the federal court remanded the *Armenta* Action to state court pursuant to the parties’ joint stipulation.

12. On April 22, 2024, the parties to the *Armenta* Action stipulated to: (1) the dismissal without prejudice of all claims brought by Plaintiff De La Torre; and (2) the filing of a second

1 amended complaint asserting a single cause of action for violation of PAGA on behalf of Plaintiff
2 Armenta and Plaintiff Garcia.

3 13. On April 25, 2024, Plaintiff Armenta and Plaintiff Garcia filed a Second Amended
4 Complaint for Violation of Labor Code Section 2698 *et. seq.* That same day, the court compelled
5 Plaintiff Armenta's and Plaintiff Garcia's individual claims to arbitration and stayed the non-
6 individual PAGA claims.

7 14. Plaintiffs Armenta, Garcia and De La Torre subsequently initiated individual
8 arbitrations: (1) *Silvia Lopez Armenta v. Taylor Farms Retail, Inc.*, JAMS Case No. 5110000511
9 ("*Armenta Arbitration*"); (2) *Maria Castro Garcia v. Taylor Farms Retail, Inc.*, JAMS Case No.
10 5110000520 ("*Garcia Arbitration*"); and (3) *Enedina De La Torre v. Taylor Farms Retail, Inc.*,
11 JAMS Case No. 5110000531 ("*De La Torre Arbitration*").

12 15. In arbitration, Plaintiffs Armenta, Garcia and De La Torre alleged similar and
13 overlapping claims, including: (1) failure to pay minimum and overtime wages for time spent calling
14 or texting to determine their start times and waiting in line for COVID-19 temperature screenings,
15 in violation of Labor Code sections 1194, 1197, and 1198; (2) failure to pay reporting time wages
16 when employees called or texted but were instructed not to report to work; (3) failure to reimburse
17 employees for expenses associated with using personal cell phones for work-related purposes, in
18 violation of Labor Code section 2802; (4) failure to provide compliant meal and rest periods, in
19 violation of Labor Code sections 226.7 and 510; (5) failure to provide accurate itemized wage
20 statements, in violation of Labor Code section 226(a); and (6) failure to pay all earned wages upon
21 separation of employment, in violation of Labor Code section 201, 202 and 203.

22 16. In connection with the arbitration proceedings, the parties engaged in substantial
23 written discovery. They exchanged initial and supplemental disclosures, and propounded and
24 responded to multiple sets of requests for production and special interrogatories. Taylor Farms also
25 produced documents reflecting its policies and procedures concerning COVID-19 temperature
26 screenings and mandatory call-in practices, along with videos capturing temperature screenings and
27 employee timeclock activity, spreadsheets showing the dates and times of temperature screenings,
28 individual employee time and payroll data, pre-shift text message logs regarding shift start times,

1 and new-hire training policy documents.

2 **THE *SENA* ACTION**

3 17. On June 5, 2024, Plaintiff Socorro Sena (“Plaintiff Sena”) initiated an individual
4 arbitration against Defendant in *Socorro Sena v. Taylor Farms Retail, Inc.*, JAMS Case No.
5 5110000535 (“*Sena* Arbitration”). In the arbitration, Plaintiff Sena asserted individual wage and hour
6 claims under the Labor Code. Plaintiff Sena later withdrew from arbitration and elected to proceed
7 in court based on her allegation that Defendant failed to remit the fees and costs required to initiate
8 the *Sena* Arbitration.

9 18. On September 26, 2024, Plaintiff Sena filed a putative class action complaint against
10 Taylor Farms in *Socorro Sena v. Taylor Farms Retail, Inc.*, Monterey Superior Court Case No.
11 24CV004024 (“*Sena* Action”).

12 19. On November 13, 2024, Defendant removed the *Sena* Action to the United States
13 District Court for the Northern District of California. Defendant alleged that Plaintiff Sena’s claims
14 were preempted by section 301 of the LMRA.

15 20. Following removal, the parties filed competing motions. Plaintiff Sena moved for
16 leave to file a First Amended Complaint, and Taylor Farms moved to compel arbitration. The federal
17 court granted Plaintiff Sena’s motion for leave to amend.

18 21. On February 27, 2025, Plaintiff Sena filed the first amended complaint in the *Sena*
19 Action, asserting claims for: (1) failure to pay minimum and overtime wages for time spent calling
20 or texting to determine shift start times and waiting in line for COVID-19 temperature screenings, in
21 violation of Labor Code sections 1194, 1197, and 1198; (2) failure to pay reporting time wages when
22 employees called or texted but were instructed not to report to work; (3) failure to pay all earned
23 wages upon separation of employment, in violation of Labor Code section 201, 202 and 203; and (4)
24 unfair business practices in violation of Business and Professions Code section 17200 *et seq.*

25 22. On May 13, 2025, the federal court remanded the *Sena* Action to state court pursuant
26 to the parties’ joint stipulation. Following remand, Taylor Farms filed a motion to compel arbitration.
27 The motion remains pending.

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Complaint”).

30. In the Operative Complaint, Plaintiffs seeks civil PAGA penalties based on Taylor Farms’ alleged policy and practice of: (1) failing to pay all minimum, regular, overtime, and reporting time wages, in violation of Labor Code sections 201, 202, 203, 204, 510, 1194, 1197 and 1197.1; (2) failing to pay overtime wages at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code sections 201, 202, 203, 204 and 510; (3) failing to provide meal and rest periods or premium wages in lieu thereof, in violation of Labor Code sections 201, 202, 203, 204, 226.7 and 512; (4) failing to maintain accurate payroll records and provide accurate itemized wage statements, in violation of Labor Code sections 226(a) and 1174(d); (5) failing to reimburse all business expenses, in violation of Labor Code sections 2800 and 2802; (6) failing to provide proper and accurately calculate paid sick leave, in violation of Labor Code sections 233 and 246; (7) failing to provide suitable seating and proper rest facilities pursuant to the applicable IWC Wage Orders; and (8) failing to pay all earned wages upon separation of employment, in violation of Labor Code sections 201, 202 and 203.

SUMMARY OF THE MONETARY TERMS OF THE SETTLEMENT

31. The current Action is being settled on behalf of “Aggrieved Employees.” For purposes of the Settlement, “Aggrieved Employees” are defined as all individuals who were employed by Defendant in California as non-exempt employees at any time during the PAGA Period. (Settlement Agreement § 1.4.)_The PAGA Period is December 7, 2021, through the earlier of June 26, 2026 or the date the Court grants approval of this Settlement. (*Id.* at § 1.22.)

32. Based on information provided by Taylor Farms, I understand that there will be approximately 4,533 Aggrieved Employees who collectively worked 389,000 PAGA Pay Periods— that is a pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. (Settlement Agreement § 1.21.). This estimate is based on an extrapolation from Taylor Farms’ estimate that approximately 4,533 Aggrieved Employees had worked 357,000 pay periods between December 7, 2021 and February 6, 2026.

33. The Settlement Agreement requires Defendant to pay the Gross Settlement Amount of \$1,290,000.00 on a non-reversionary basis. (Settlement Agreement §§ 1.9, 4.1.) As such,

Defendant will pay approximately \$3.31 per PAGA Pay Period to resolve the claims in the *Gopar* Action.

34. Defendant does not object to a request by PAGA Counsel for an award of attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, *i.e.*, the sum of \$430,000.00 ("PAGA Counsel Fees"), and reimbursement for actual litigation costs in an amount up to \$50,000.00 ("PAGA Counsel Expenses"), subject to Court approval. (Settlement Agreement § 4.2.2.) Any portion of the PAGA Counsel and/or PAGA Counsel Fees that are not approved by the Court shall become part of the Net Settlement Amount. (*Id.*)

35. Defendant also does not oppose Plaintiffs' request for individual PAGA Representative Service Payment in the amount Two Thousand Five Hundred Dollars (\$2,500.00) each, for a collective total of Fifteen Thousand Dollars (\$15,000.00). (Settlement Agreement § 4.2.1.) The PAGA Representative Service Payments are intended to compensate Plaintiffs for their efforts in prosecuting this Action on behalf of Aggrieved Employees, including meeting and communicating with Class Counsel, reviewing the pleadings, documents, and Settlement Agreement, and undertaking the risks associated with serving as named plaintiffs, including potential reputational harm arising from their participation in litigation against their employer. Any portion of PAGA Representative Service Payments that are not approved by the Court shall become part of the Net Settlement Amount. (*Id.*)

36. The Settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. (Settlement Agreement § 4.2.3.) The Parties have agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the Administrator Expenses estimated to be \$19,750.00 (*Id.* at §§ 1.2, 4.2.3.) Any portion of the Administrator Expenses that is not approved by the Court shall become part of the Net Settlement Amount. (*Id.* at § 4.2.3.) Based on my experience in other class and PAGA settlements, Phoenix's costs for administering this Settlement are competitive, standard for the scope of work required, and fair and reasonable. (

ESTIMATED PAYMENTS TO THE LWDA & AGGRIEVED EMPLOYEES

37. The balance of the Gross Settlement Amount remaining after deduction of the approved PAGA Counsel Fees, PAGA Counsel Expenses, Administrator Expenses, and PAGA

Representative Service Payments (the “Net Settlement Amount”), will be available for distribution to the LWDA and Aggrieved Employees. (Settlement Agreement §§ 1.14, 4.2.4.)

38. Assuming that the Court awards the requested PAGA Counsel Fees (\$430,000.00), PAGA Counsel Expenses (\$30,112.29), Administrator Expenses (\$19,750.00), and the PAGA Representative Service Payments (\$15,000.00), the Net Settlement Amount will total \$795,137.71. Seventy-five percent (75%) of the Net Settlement Amount, or approximately \$596,353.28, will be paid to the LWDA for PAGA penalties (“LWDA PAGA Payment”). (Settlement Agreement § 4.2.4.) The remaining twenty-five percent (25%), or approximately \$198,784.43, will be distributed to Aggrieved Employees on a pro rata basis based on the number of PAGA Pay Periods worked by each Aggrieved Employee. (*Id.*)

39. Individual PAGA Payments will be allocated and treated as 100% penalties, with no deductions or withholdings, and shall be reported by the Administrator on IRS 1099 Forms. (Settlement Agreement § 4.2.4.3.)

40. Settlement checks shall remain negotiable for 180 days from the date of issuance. Upon expiration of that 180-day period, the Settlement Administrator shall remit any unclaimed funds to the California Controller’s Unclaimed Property Fund in the name of each respective Aggrieved Employee. (Settlement Agreement § 8.2.)

THE RANGE OF POTENTIAL PENALTIES

41. By their nature, PAGA civil penalties are difficult to value. At the time the Parties negotiated the Settlement, Defendant represented that Aggrieved Employees had worked approximately 357,000 pay periods between December 7, 2021 and February 6, 2026. Based on that information, PAGA Counsel calculated that—provided Plaintiffs prevailed on the merits and the default penalty of \$100 per pay period applied— Defendant’s maximum potential exposure was approximately \$35,700,000. The Gross Settlement Amount of \$1,290,000.00 represents approximately 3.61% of that maximum potential exposure.

42. That maximum potential exposure, however, does not account for PAGA Counsel’s reasoned assessment of the strength of the PAGA claims or the possibility that any penalty award could be reduced pursuant to Labor Code section 2699, subdivision (e)(2). Even assuming Plaintiffs

1 prevailed on liability, I understood there to be a substantial risk that Defendant could present
2 persuasive grounds for a reduction in PAGA penalties at trial.

3 43. Defendant denied, and continues to deny, Plaintiffs' allegations and contends that it
4 acted in compliance with California law at all relevant times. Among other things, Defendant
5 contends that Plaintiffs and the Aggrieved Employees were paid for all hours worked; that any time
6 spent undergoing temperature screenings was compensated and occurred on the clock; that compliant
7 meal and rest periods were provided, and that any missed, late, or short breaks were voluntary and
8 not the result of work demands; that all wages were timely paid; that wage statements complied with
9 the Labor Code; and that no unreimbursed business expenses were incurred. Plaintiffs dispute those
10 contentions and believe the claims have substantial merit.

11 44. Continued litigation nevertheless presented meaningful risk. To establish liability,
12 Plaintiffs would have been required to prove that Defendant's policies and practices systematically
13 violated the Labor Code throughout the PAGA period. That showing would have required substantial
14 additional discovery, expert testimony, statistical analysis, and evidence regarding Defendant's
15 timekeeping, temperature screening, payroll, and break practices. Defendant, in turn, was prepared
16 to argue that any alleged violations were not the result of uniform unlawful practices, but instead
17 reflected isolated circumstances, employee choice, or conduct unknown to management.

18 45. For this reason, the claims asserted by Plaintiffs presented significant manageability
19 and proof issues. By way of example, Defendant contends that meal period violations cannot simply
20 be inferred from time records alone. Rather, Defendant maintains that the Court would need to
21 determine, on an employee-by-employee and shift-by-shift basis, the circumstances of each allegedly
22 missed, late, short or interrupted meal period. That individualized inquiry, according to Defendant,
23 would create litigation risk for Plaintiff both as to liability and as to the value of any recoverable
24 penalties.

25 46. Further, continued litigation carried substantial appellate risk. Defendant has appealed
26 the Court's denial of its motion to compel arbitration in the *Gopar* Action, and that appeal remains
27 pending. As a result, further litigation likely would have delayed resolution for years, increased costs,
28 and created additional uncertainty as to both liability and recovery.

1 47. In evaluating the Settlement, PAGA Counsel therefore considered not only the
2 maximum theoretical exposure, but also the more realistic potential recovery in light of the risks of
3 continued litigation and the possibility of a reduced penalty award. Taking those factors into account,
4 PAGA Counsel believes that a reduced penalty value of \$10 per pay period provides an appropriate
5 benchmark for estimating a realistic potential exposure of \$3,570,000 (357,000 pay periods x \$10).
6 The \$1,290,000 Gross Settlement Amount therefore represents approximately 36.13% of the realistic
7 potential exposure as assessed in light of the risks of continued litigation.

8 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

9 48. I am of the opinion that the settlement for the consideration and on the terms set forth
10 in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the State
11 and the Aggrieved Employees. My opinion is based on, among other things, the strengths and
12 weaknesses of the claims and defenses, the substantial risks and uncertainty attendant to continued
13 litigation, the possibility that Plaintiffs would not prevail on one or more theories of liability, the
14 possibility that the Court could reduce any penalty award under Labor Code section 2699,
15 subdivision (e)(2), the manageability and proof issues that would arise at trial, and the likelihood of
16 further delay and expense resulting from the pending appeal and any subsequent appeals. My opinion
17 is also based on the substantial investigation and discovery conducted in the Actions and arbitrations,
18 PAGA Counsel's informed analysis of the maximum and realistic potential value of the PAGA
19 claims, and the immediate and certain relief the Settlement provides to the State and the Aggrieved
20 Employees.

21 **ATTORNEY EXPERIENCE**

22 49. PAGA Counsel has a great deal of experience in wage and hour class action litigation.
23 Diversity Law Group has been approved as class counsel in a number of wage and hour class actions
24 and have extensive litigation experience.

25 50. My qualifications are as follows: I was the 2003 recipient of the Spelman Presidential
26 Scholarship to Emory University School of Law. During law school, I was a summer associate at the
27 law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta office of the Equal
28 Employment Opportunity Commission. I received my J.D. from Emory University in 2006 and was

1 admitted to the California Bar in December 2006. Following law school, I was an associate at
2 Sonnenschein from September 2006 to May 2009.

3 51. Since 2009, my primary area of practice has been employment litigation. I have
4 practiced law at two pre-eminent employment defense firms. From May 2009 to June 2011, I was an
5 associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then senior
6 associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June 2011 to
7 May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500 companies in
8 employment litigation in both state and federal courts, as well as before government agencies,
9 including the California Department of Labor. My practice included the defense of single plaintiff
10 and multi-plaintiff lawsuits involving claims under the California Fair Employment and Housing
11 Act, the California Labor Code and the Fair Labor Standards Act. I also handled a number of wage
12 and hour class actions.

13 52. While at Ogletree and Seyfarth, I served as the lead associate on a number of wage
14 and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior
15 Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles
16 County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los
17 Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles County
18 Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los Angeles Superior
19 Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, Santa
20 Clara County Superior Court Case No. 114-CV-263183; *Tessa Hodge v. Zale Delaware, Inc., d/b/a*
21 *Piercing Pagoda*, San Bernardino Superior Court Case No CIVVS1301632; *Warren v. Paychex,*
22 *Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale Delaware Inc. et al*, S.D. Cal. Case No. 3:13-
23 cv-01565; and *Benjamin Burgess et al v. Tesoro Refining and Marketing Company et al*, C.D. Cal.
24 Case No. 2:10-cv-05870.

25 53. I also second chaired two jury trials where I represented the prevailing defendant.
26 Both cases involved employees who brought claims against their former employers pursuant to the
27 Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*, Los
28 Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt & Whitney*

1 *Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

2 54. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
3 handling employment cases. I primarily represent employees.

4 55. I have been approved as class counsel in numerous wage/hour class actions that have
5 been granted class certification and final approval, including: *Antonio Becerra-Mata v. PSC*
6 *Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Kosal So v.*
7 *Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case No. BC608609;
8 *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case No. 1-16-CV-294904;
9 *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa Clara County Superior Court
10 Case No. 17CV306751; *Foad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No.
11 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No.
12 BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz Superior Court
13 Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior
14 Court Case No. RG18908139; *Cody Wirbick v. Sundt Construction, Inc.*, U.S. District Court for the
15 Eastern District of California Case No. 2:19-cv-02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue*
16 *Foods, LLC*, Sonoma County Superior Court Case No. SCV 264649; *Delmer Wood III v. Reeve*
17 *Trucking Company Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric*
18 *Chavez v. Converse, Inc.*, U.S. District Court for the Northern District of California Case No. 15-cv-
19 03746-NC; *Jharett Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-
20 00527959-CU-OE-VTA; *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa
21 Clara Superior Court Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*, Santa Clara
22 Superior Court Case No. 19CV341582.

23 56. I was lead trial counsel on two bench trials, in which the Plaintiff were the prevailing
24 party. The cases are: *Esteban Palomino v. Northrop Grumman Systems Corporation*, Santa Clara
25 County Superior Court Case No. 19CV345534; and *Jose Delgado v. Taylor Farms California, Inc.*,
26 Monterey County Superior Court Case No. 18CV001381.

27 **LITIGATION COSTS**

28 57. PAGA Counsel prosecuted this matter entirely on a contingent basis, advanced the

costs of litigation, and assumed the substantial risk of no recovery.

58. At the time the Parties negotiated the Settlement Agreement, I did not have a final tally of the litigation costs incurred to date. Accordingly, the Parties agreed to include a maximum amount for recoverable costs under the Settlement. To date, Diversity Law Group has incurred litigation costs totaling \$8,490.62. Attached hereto as **Exhibit 4** is a true and correct copy of Diversity Law Group's cost report. The cost report reflects expenses incurred in the following related and overlapping matters:

(a) **Exhibit 4-1:** *Espiridion Gopar v. Taylor Farms Retail, Inc.*, San Benito Superior Court Case No. CU-24-00222 ("Gopar Action") and *Espiridion Gopar v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000532 ("Gopar Arbitration");

(b) **Exhibit 4-2:** *Silvia Lopez Armenta, Maria Castro Garcia, and Enedina De La Torre v. Taylor Farms Retail, Inc.*, Monterey Superior Court Case No. 23CV001891 ("Armenta Action") and *Silvia Lopez Armenta v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000511 ("Armenta Arbitration");

(c) **Exhibit 4-3:** *Socorro Sena v. Taylor Farms Retail, Inc.*, Monterey Superior Court Case No. 24CV004024 ("Sena Action") and *Socorro Sena v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000535 ("Sena Arbitration");

(d) **Exhibit 4-4:** *Maria Castro Garcia v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000520 ("Garcia Arbitration");

(e) **Exhibit 4-5:** *Enedina De La Torre v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000531 ("De La Torre Arbitration");

(f) **Exhibit 4-6:** *Consuelo Ojeda Alvarado v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000534 ("Alvarado Arbitration");

(g) **Exhibit 4-7:** *Santiago Torres v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000536 ("Torres Arbitration");

(h) **Exhibit 4-8:** *Margarita Vergara v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000744 ("Vergara Arbitration"); and

(i) **Exhibit 4-9:** *Gricelda Delgado Ruiz v. Taylor Farms Retail, Inc.*, filed with

1 JAMS as Case No. 5110000745 (“*Ruiz* Arbitration”).

2 59. Although the claimants in the *Alvarado* Arbitration, *Vergara* Arbitration, *Torres*
3 Arbitration, and *Ruiz* Arbitration are not named parties to the Settlement, those matters arose out of
4 PAGA Counsel’s investigation of the claims asserted in the Actions and involve overlapping factual
5 and legal issues. Those arbitrations are being resolved individually as part of the overall settlement.

6 **NOTICE TO LWDA**

7 60. Concurrently with the filing of the Motion to Approve PAGA Settlement, my office
8 uploaded the Motion, Agreement, and proposed order to the LWDA’s website. Attached hereto as
9 **Exhibit 5** is a true and correct copy of the submission confirmations.

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

12 This declaration was executed on May 28, 2026, in Los Angeles, California.

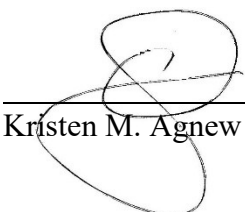
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiffs Silvia Armenta, Maria Castro Garcia, Enedina De La Torre, Espiridion Gopar, Socorro Sena, and Adolfo Esquivel Illu (collectively, “Plaintiffs”), on one hand, and Defendant Taylor Farms Retail, Inc. (“Defendant”), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Actions” collectively means Plaintiffs’ lawsuits titled: (1) *Espiridion Gopar v. Taylor Farms Retail, Inc.*, San Benito Superior Court Case No. CU-24-00222 (“Gopar Action”); (2) *Silvia Lopez Armenta, Maria Castro Garcia, and Enedina De La Torre v. Taylor Farms Retail, Inc.*, Monterey Superior Court Case No. 23CV001891 (“Armenta Action”); (3) *Socorro Sena v. Taylor Farms Retail, Inc.*, Monterey Superior Court Case No. 24CV004024 (“Sena Action”); (4) *Oscar Duran Ramirez v. Taylor Farms Retail, Inc.*, Monterey Superior Court Case No. 23CV000450 (“Duran Ramirez Action”); (5) *Espiridion Gopar v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000532 (“Gopar Arbitration”); (6) *Silvia Lopez Armenta v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000511 (“Armenta Arbitration”); (7) *Maria Castro Garcia v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000520 (“Garcia Arbitration”); (8) *Enedina De La Torre v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000531 (“De La Torre Arbitration”); and (9) *Socorro Sena v. Taylor Farms Retail, Inc.*, filed with JAMS as Case No. 5110000535 (“Sena Arbitration”).
- 1.2. “Administrator” or “Settlement Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administrator Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Settlement Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California as non-exempt employees, at any time during the PAGA Period.
- 1.5. “Approval Hearing” means the Court’s hearing on the motion for approval of the Settlement to determine whether to approve and implement the terms of this Agreement and enter the Judgment.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National

Change of Address database, skip traces.

- 1.7. “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C. and its attorneys including Andrew B. Levin, Ricardo R. Bours and Dylan Patel.
- 1.8. “Effective Date” means the first date upon which all of the following events have occurred:
 - a) the Court has held an Approval Hearing and entered an order and Judgment approving the Settlement; and,
 - b) the later of: (i) the date sixty (60) days after notice of entry of the approval order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (ii) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the order and Judgment has been filed, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded. In this regard, it is the intention of the Parties that the Effective Date of Settlement shall not be a date before the Court’s order approving the Settlement has become completely final, and there is no timely recourse by any person who seeks to object to or otherwise contest the Settlement.
- 1.9. “Gross Settlement Amount” means One Million Two Hundred Ninety Thousand Dollars and Zero Cents (\$1,290,000) which is the total amount to be paid by Defendant as set forth in this Agreement. Under no condition will Defendant be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount will be used to pay Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, PAGA Representative Service Payments, and Administrator Expenses, all as approved by the Court. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and Aggrieved Employees, and shall not be grounds to object to or terminate the Settlement. The Gross Settlement Amount is an all-in amount without any reversion to Defendant, with no claim forms required.
- 1.10. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount, as calculated by the Settlement Administrator and based on the number of PAGA Pay Periods worked during the PAGA Period.
- 1.11. “Judgment” means a written order and judgment approving this Settlement and incorporating by reference the terms and conditions of this Settlement.
- 1.12. “LWDA” means the California Labor and Workforce Development Agency.
- 1.13. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount, to be paid to the LWDA, as calculated by the Settlement Administrator, under Labor Code section 2699(i).
- 1.14. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service

Payments, PAGA Counsel Fees, PAGA Counsel Expenses, and Administrator Expenses.

- 1.15. “Operative Complaint” means the Second Amended Complaint for Violation of Labor Code Section 2698 *Et. Seq.* to be filed in the *Gopar* Action.
- 1.16. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq.
- 1.17. “PAGA Counsel” means Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C.; B. James Fitzpatrick and Alison Baker of Fitzpatrick & Swanston; and Harout Messrelian and Maralle Messrelian (Of Counsel) of Messrelian Law Inc.
- 1.18. “PAGA Counsel Fees” and “PAGA Counsel Expenses” mean the amounts to be paid to PAGA Counsel for fees and expenses, respectively, as approved by the Court, to compensate PAGA Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 1.19. “PAGA Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, employee ID number, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of PAGA Pay Periods.
- 1.20. “PAGA Notices” means Oscar Duran Ramirez’s letter dated July 11, 2022 (“Duran Ramirez PAGA Letter”), Silvia Lopez Armenta and Maria Castro Garcia’s letter dated June 14, 2023 (“Armenta/Garcia PAGA Letter”), Espiridion Gopar’s letter dated July 24, 2025 (“Gopar PAGA Letter”), and Adolfo Esquivel Illu’s letter dated February 10, 2026 (“Illu PAGA Letter”), providing notice to the LWDA of potential Labor Code violations.
- 1.21. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period of time from December 7, 2021 through the earlier of June 26, 2026 or the date the Court grants approval of this Settlement.
- 1.23. “PAGA Representatives” means Plaintiffs Silvia Armenta, Maria Castro Garcia, Enedina De La Torre, Espiridion Gopar, Socorro Sena, and Adolfo Esquivel Illu.
- 1.24. “PAGA Representative(s) Service Payment(s)” means the service payment made to Plaintiffs as PAGA Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, and undertaking the risk of liability for Defendant’s expenses.
- 1.25. “Released PAGA Claims” shall mean the release from the LWDA, State of California and Aggrieved Employees of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations

stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period.

- 1.26. “Released Parties” shall mean Defendant and each of its former and present insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.
- 1.27. “Settlement Notice” means the NOTICE OF PAGA SETTLEMENT, as approved by the Court and in substantially the same form as that attached as **Exhibit A** and incorporated by reference into this Agreement.

2. RECITALS

2.1. The *Duran Ramirez* Action

- 2.1.1. On July 11, 2022, Oscar Duran Ramirez (“Mr. Duran Ramirez”) submitted the Duran Ramirez PAGA Letter to the LWDA to exhaust his administrative remedies prior to initiating PAGA claims against Defendant.
- 2.1.2. On February 10, 2023, Mr. Duran Ramirez filed the *Duran Ramirez* Action against Defendant for various alleged wage and hour violations, including those under California Labor Code sections 2698, *et seq.*, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802 and applicable Wage Orders.
- 2.1.3. On February 10, 2026, Plaintiff Adolfo Esquivel Illu (“Plaintiff Illu”) submitted the Illu PAGA Letter to the LWDA to exhaust his administrative remedies prior to initiating PAGA claims against Defendant, adding additional claims for violations of Labor Code sections 233 and 246.

2.2. The *Armenta* Action

- 2.2.1. On June 14, 2023, Plaintiffs Silvia Armenta (“Plaintiff Armenta”), Maria Castro Garcia (“Plaintiff Garcia”) and Enedina De La Torre (“Plaintiff De La Torre”) submitted the Armenta/Garcia PAGA Letter to the LWDA to exhaust their administrative remedies prior to initiating PAGA claims against Defendant.
- 2.2.2. On June 14, 2023, Plaintiffs Armenta, Garcia and De La Torre filed a putative class action complaint in the *Armenta* Action for various alleged wage and hour violations, including those under California Labor Code sections 201, 202, 203, 204, 218, 218.5, 226, 1194, 1197, 1197.1, 2800, and 2802, applicable Wage Orders, and California Business and Professions Code section 17200.
- 2.2.3. On September 21, 2023, Plaintiffs Armenta, Garcia and De La Torre filed a first amended complaint in the *Armenta* Action for purposes of adding a

representative PAGA claim on behalf of Plaintiff Armenta and Plaintiff Garcia for alleged violations of California Labor Code sections 201, 202, 203, 204, 208, 216, 223, 226, 226.7, 233, 510, 512, 558, 1175, 1194, 1197, 1198, 1199, 2698, 2699(f), 2699(g), 2802, and the Wage Order.

2.2.4. On April 22, 2024, the parties to the *Armenta* Action stipulated to: (1) the dismissal without prejudice of all claims brought by Plaintiff De La Torre; and (2) the filing of a second amended complaint that contains a single cause of action for violation of PAGA on behalf of Plaintiff Armenta and Plaintiff Garcia.

2.2.5. On April 25, 2024, Plaintiff Armenta and Plaintiff Garcia filed a second amended complaint for a single cause of action for violation of PAGA in the *Armenta* Action.

2.3. The *Armenta* Arbitration

2.3.1. On May 7, 2024, Plaintiff Armenta submitted a demand for arbitration in the *Armenta* Arbitration alleging individual claims for: (1) failure to pay minimum and overtime wages, in violation of Labor Code sections 1194, 1197 and 1198; (2) failure to reimburse business expenditures, in violation of Labor Code section 2802; (3) violation of Labor Code section 2698 *et seq.*; and (4) unfair or unlawful business practices, in violation of Business and Professions Code section 17200, *et seq.*

2.3.2. On August 7, 2025, Plaintiff Armenta submitted an amended demand for arbitration in the *Armenta* Arbitration for purposes of adding individual claims for failure to provide meal and rest periods, in violation of Labor Code sections 226.7 and 512.

2.4. The *Garcia* Arbitration

2.4.1. On May 16, 2024, Plaintiff Garcia submitted a demand for arbitration in the *Garcia* Arbitration alleging individual claims for: (1) failure to pay minimum and overtime wages, in violation of Labor Code sections 1194, 1197 and 1198; (2) failure to reimburse business expenditures, in violation of Labor Code section 2802; (3) violation of Labor Code section 2698 *et seq.*; and (4) unfair or unlawful business practices, in violation of Business and Professions Code section 17200, *et seq.*

2.4.2. On May 29, 2024, Plaintiff Garcia filed an amended demand for arbitration in the *Garcia* Arbitration for purposes of dismissing claims under PAGA.

2.4.3. On August 7, 2025, Plaintiff Garcia filed a second amended demand for arbitration in the *Garcia* Arbitration for purposes of adding individual claims for failure to provide meal and rest periods, in violation of Labor Code sections 226.7 and 512.

2.5. The *De La Torre* Arbitration

- 2.5.1. On June 4, 2024, Plaintiff De La Torre filed the *De La Torre* Arbitration alleging individual claims for: (1) failure to pay minimum and overtime wages, in violation of Labor Code sections 1194, 1197 and 1198; (2) failure to reimburse business expenditures, in violation of Labor Code section 2802; and (3) unfair or unlawful business practices, in violation of Business and Professions Code section 17200, *et seq.*
- 2.5.2. On August 8, 2025, Plaintiff De La Torre submitted an amended demand for arbitration in the *De La Torre* Arbitration for purposes of adding individual claims for failure to provide meal and rest periods, in violation of Labor Code sections 226.7 and 512.
- 2.6. The *Gopar* Arbitration and Action
 - 2.6.1. On June 5, 2024, Plaintiff Espiridion Gopar (“Plaintiff Gopar”) filed the *Gopar* Arbitration alleging individual claims for: (1) failure to pay minimum and overtime wages, in violation of Labor Code sections 1194, 1197 and 1198; (2) failure to reimburse business expenditures, in violation of Labor Code section 2802; and (3) unfair or unlawful business practices, in violation of Business and Professions Code section 17200, *et seq.*
 - 2.6.2. Plaintiff Gopar elected to withdraw the claim from arbitration and proceed in a court based on his allegation that Defendant failed to remit the fees and costs to initiate the *Gopar* Arbitration proceeding.
 - 2.6.3. On September 11, 2024, Plaintiff Gopar filed a putative class action complaint in the Gopar Action for various alleged wage and hour violations, including those under California Labor Code sections 226, 510, 1194, 1197, 1197.1 and 2802, applicable Wage Orders, and California Business and Professions Code section 17200 *et. seq.*
 - 2.6.4. On March 11, 2025, the court issued an order denying Defendant’s Motion to Compel Arbitration, Stay Class Claims and Dismiss Proceedings in the *Gopar Action*.
 - 2.6.5. On May 2, 2025, Defendant filed a Notice of Appeal, appealing the court’s order denying Defendant’s Motion to Compel Arbitration, Stay Class Claims and Dismiss Proceedings in the *Gopar Action* (“*Gopar Appeal*”).
 - 2.6.6. On July 24, 2025, Plaintiff Gopar submitted the Gopar PAGA Letter to the LWDA to exhaust his administrative remedies prior to initiating PAGA claims against Defendant.
- 2.7. The *Sena* Arbitration and Action
 - 2.7.1. On June 5, 2024, Plaintiff Socorro Sena (“Plaintiff Sena”) filed the *Sena* Arbitration alleging individual claims for: (1) failure to pay minimum and overtime wages, in violation of Labor Code sections 1194, 1197 and 1198; (2) failure to reimburse business expenditures, in violation of Labor Code

section 2802; and (3) unfair or unlawful business practices, in violation of Business and Professions Code section 17200, *et seq.*

- 2.7.2. Plaintiff Sena elected to withdraw the claim from arbitration and proceed in a court based on her allegation that Defendant failed to remit the fees and costs to initiate the *Sena* Arbitration proceeding.
- 2.7.3. On September 26, 2024, Plaintiff Sena filed a putative class action complaint in the *Sena* Action for various alleged wage and hour violations, including those under California Labor Code sections 201, 202, 203, 204, 1194, 1197 and 1197.1, applicable Wage Orders, and California Business and Professions Code section 17200 *et. seq.*
- 2.7.4. On February 27, 2025, Plaintiff Sena filed a first amended putative class action complaint for the purposes of striking reference to Labor Code section 204.
- 2.7.5. Defendant has a pending Motion to Compel Arbitration, Dismiss Class Claims, and Stay Proceedings in the *Sena* Action.
- 2.8. With the assistance of Mediator Tripper Ortman, the Parties engaged in substantive settlement discussions regarding a resolution of the Actions.
- 2.9. On March 20, 2026, the Parties accepted a mediator's proposal from Tripper Ortman that would resolve the Actions.
- 2.10. Defendant denies, and continues to deny, Plaintiffs' claims and denies any failure to comply with the laws identified by Plaintiffs' claims, and denies any and all liability for the claims alleged.
- 2.11. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions or PAGA Notices have merit or that Defendant bears any liability to Plaintiffs or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. If for any reason the Settlement does not become effective, Defendant reserves all available defenses to the claims in the Actions.

3. OPERATIVE COMPLAINT

- 3.1. Approval Venue. Plaintiffs will seek approval of this Settlement Agreement in the *Gopar* Action.
- 3.2. Dismissal of Class Allegations. Plaintiff Gopar shall dismiss without prejudice the class claims and allegations in the *Gopar* Action.
- 3.3. Amended Complaint. Prior to the filing of the Motion for Order Granting PAGA Settlement Approval in the *Gopar* Action, Plaintiff Gopar and Defendant shall stipulate to amend the complaint to: (1) add Silvia Armenta, Maria Castro Garcia,

Enedina De La Torre, Socorro Sena, and Adolfo Esquivel Illu as named plaintiffs; (2) add Adolfo Esquivel Illu's counsel as PAGA counsel; and (3) add the PAGA claims that are pled in the *Duran Ramirez* Action. The amended complaint shall be the Operative Complaint.

- 3.4. Stay of Other Actions. Within five (5) business days of the filing of the Operative Complaint in the *Gopar* Action, (1) Plaintiff Illu shall request a stay of the *Duran Ramirez* Action, (2) Plaintiffs Armenta, Garcia and De La Torre shall request a stay of the *Armenta* Action; and (3) Plaintiff Sena shall request a stay of the *Sena* Action. Defendant has agreed to stipulate to the requested stays.
- 3.5. Dismissal of Other Actions. Within five (5) business days of the Court's signed order granting Approval of the Settlement in the *Gopar* Action, (1) counsel for Plaintiff Gopar will request dismissal of the *Gopar* Arbitration with prejudice, (2) counsel for Plaintiff Sena will request dismissal of the *Sena* Action and *Sena* Arbitration with prejudice, (3) counsel for Plaintiff Illu will request dismissal of the *Duran Ramirez* Action with prejudice, (4) counsel for Plaintiff Armenta will request dismissal of the *Armenta* Arbitration with prejudice, (5) counsel for Plaintiff Garcia will request dismissal of the *Garcia* Arbitration with prejudice; (6) counsel for Plaintiff De La Torre will request dismissal of the *De La Torre* Arbitration with prejudice; (7) counsel for Armenta, Garcia, and De La Torre shall request dismissal of the *Armenta* Action; and (8) Defense Counsel will request dismissal of the *Gopar* Appeal.

4. MONETARY TERMS

- 4.1. The Gross Settlement Amount. Defendant agrees to pay, on a non-reversionary basis, the Gross Settlement Amount as set forth here, in consideration for Plaintiffs, the LWDA, and Aggrieved Employees' promises, representations, and obligations set forth in this Agreement. The Parties agree there are no circumstances that would require Defendant to pay any amount greater than the Gross Settlement Amount in connection with this Agreement. In the event this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the Settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Gross Settlement Amount and the Parties will return to their original respective positions, unless otherwise agreed upon in writing. Further, in that event, nothing in this Agreement, the negotiations leading to this Settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.
- 4.2. Payments from the Gross Settlement Amount. The Administrator will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting final approval of the Settlement.
- 4.2.1. To Plaintiffs: PAGA Representative Service Payments to Plaintiffs of not more than \$2,500.00 each (collectively, \$15,000.00) (in addition to any Individual PAGA Payment Plaintiffs are entitled to receive under this

Agreement). Defendant will not oppose Plaintiffs' individual requests for a PAGA Representative Service Payment that does not exceed this amount. Any amount not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and Aggrieved Employees, and shall not be grounds to object to or terminate the Settlement. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their respective PAGA Representative Service Payments.

- 4.2.2. To PAGA Counsel: A PAGA Counsel Fees payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$430,000.00 and a PAGA Counsel Expense payment of not more than \$50,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a motion for PAGA Counsel Fees and PAGA Counsel Expenses concurrently with their motion for court approval of the Settlement. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and Aggrieved Employees, and shall not be grounds to object to or terminate the Settlement. Released Parties shall have no liability to PAGA Counsel or any other PAGA Counsel arising from any claim to any portion of any PAGA Counsel Fees and/or PAGA Counsel Expenses. The Administrator will pay the PAGA Counsel Fees and PAGA Counsel Expenses using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and/or PAGA Counsel Expenses and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- 4.2.3. To the Administrator: An Administrator Expenses payment not to exceed \$19,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses is less or the Court approves payment less than \$19,750.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to the LWDA and Aggrieved Employees.
- 4.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Net Settlement Amount, with 75% (currently estimated to total \$ 581,437.50) allocated to the LWDA, and 25% (currently estimated to total \$193,812.50) allocated to Aggrieved Employees as set forth below.
 - 4.2.4.1. Using the PAGA Data, the Administrator will calculate the Individual PAGA Payment for the Aggrieved Employees by, first, adding up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will then be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in

the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by what is estimated to be \$193,812.50 (i.e., 25% of the PAGA Payment that is to be allocated to Aggrieved Employees pursuant to PAGA), to calculate the individual’s Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.2.4.2.If the Court approves PAGA Penalties different from the amount requested, the Administrator will use the difference to adjust the Net Settlement Amount.

4.2.4.3.Individual PAGA Payments shall be allocated and treated as 100% penalties, with no deductions or withholdings, and shall be reported by the Administrator on IRS 1099 Forms. No payroll taxes shall be assessed against Defendant for the Individual PAGA Payments.

5. MOTION FOR SETTLEMENT APPROVAL.

- 5.1. Preparation of Approval Motion. Within 30 calendar days after execution of this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting PAGA Settlement Approval (“Approval Motion”) and supporting papers, which shall include this Settlement Agreement and which shall comply with all applicable rules for such Motion. Plaintiffs will provide Defendant with a draft of the Motion at least five (5) days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion. Plaintiffs shall seek to secure and notice the earliest possible hearing date for the Motion and agrees to stipulate to or not oppose any *ex parte* request to advance the hearing date for the Motion.
- 5.2. Submission to LWDA. Plaintiffs shall submit this Agreement and a copy of the Motion to the LWDA, prior to or concurrently with the filing of the Motion in court.
- 5.3. Duty to Cooperate. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement and obtain court approval of the Settlement. If the Parties disagree on any aspect of the proposed motion for approval and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

6. SETTLEMENT ADMINISTRATION

- 6.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as Administrator. The Administrator’s duties will include preparing, translating to Spanish, printing, and mailing the Settlement Notice to all Aggrieved Employees; conducting a National Change of Address search to update

Aggrieved Employee addresses before mailing the Settlement Notices; re-mailing Settlement Notices that are returned to the Aggrieved Employee's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Aggrieved Employees; receiving, reviewing, and resolving inquiries from Aggrieved Employees; providing the Parties with status reports about the delivery of Settlement Notices; calculating Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 6.2. Qualified Settlement Fund. The Administrator shall establish and maintain (as necessary) a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 6.3. Notice to Aggrieved Employees.
 - 6.3.1. PAGA Data. Within twenty-one (21) business days after notice of entry of the Court's order granting approval of this Settlement, Defendant shall provide the Settlement Administrator with the PAGA Data for purposes of preparing and mailing Settlement Notices to Aggrieved Employees. The PAGA Data shall not be shared with either Plaintiffs or PAGA Counsel unless expressly approved by Defendant and Defense Counsel. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the PAGA Data in confidence, using the PAGA Data only for purposes of this Settlement and for no other purpose.
 - 6.3.2. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will send to all Aggrieved Employees identified in the PAGA Data, via first-class United States Postal Service ("USPS") mail, the Settlement Notice substantially in the form attached to this Agreement as Exhibit A. The Settlement Notice shall be mailed in both English and Spanish. Before mailing Settlement Notices, the Administrator shall update Aggrieved Employee addresses using the National Change of Address database.
 - 6.3.3. Not later than seven (7) calendar days after the Administrator's receipt of any Settlement Notice returned by the USPS as undelivered, the Administrator shall re-mail the Settlement Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Aggrieved Employee Address Search, and re-mail the Settlement Notice to the most current address obtained. The Administrator has no obligation to make further attempts to

locate or send Settlement Notice to Aggrieved Employees whose Settlement Notice is returned by the USPS a second time.

6.3.4. Aggrieved Employees are not permitted to object to or opt out of the Settlement.

6.4. Administrator Duties. The Administrator will be responsible for establishing the QSF as set out in Section 6.2 and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and PAGA Counsel, pursuant to this Settlement Agreement and as approved by the Court. Administrator Expenses shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees, PAGA Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying payments to Aggrieved Employees; costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; costs and fees associated with preparing any declarations and/or reports relating to administration of the Settlement; and any other cost and fees incurred and/or charged by the Administrator in connection with the execution of its duties under this Agreement. Administrator Expenses shall be paid from the Settlement Fund and are currently estimated to be \$19,750.

7. SETTLEMENT FUNDING

7.1. Funding Date. Defendant will pay the Gross Settlement Amount to the QSF established by the Administrator within twenty-one (21) calendar days after the Effective Date.

8. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

8.1. Disbursements. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administrator Expenses payment, the PAGA Counsel Fees payment, the PAGA Counsel Expenses payment, and the PAGA Representative Service Payments.

8.2. Returned and Uncashed Checks. The Administrator will issue each Aggrieved Employee one check for his or her Individual PAGA Payment along with the Settlement Notice. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. After the 180 day-period, the Administrator shall remit any unclaimed funds to the California Controller's Unclaimed Property

Fund in the name of each such Aggrieved Employee. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which an IRS Form 1099 will be issued.

- 8.3. No Additional Benefits. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

9. **RELEASE OF CLAIMS.** As a material part of this Agreement, upon Defendant's payment of the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, State of California, and LWDA will release claims against all Released Parties as follows:

- 9.1. Release of PAGA Claims. All Aggrieved Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.
- 9.2. PAGA Representatives' General Release. PAGA Representatives' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, PAGA Notices, or ascertained during the Actions; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the PAGA Representatives execute this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business

expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. PAGA Representatives' General Release does not extend to: (1) any claims or actions to enforce this Agreement; (2) any claims or action to enforce the Settlement Agreement and General Release entered into concurrently by the PAGA Representatives with this Agreement; or (3) to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. PAGA Representatives acknowledge that they may discover facts or law different from, or in addition to, the facts or law that PAGA Representatives now know or believe to be true but agree, nonetheless, that PAGA Representatives' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

- 9.3. PAGA Representatives' Section 1542 Waiver. For purposes of PAGA Representatives' General Release, PAGA Representatives expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

10. ADDITIONAL PROVISIONS

- 10.1. Duty to Cooperate. If the Court does not approve the Settlement or requires any material change to the Settlement (including, but not limited to, the scope of release), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain approval. The Court's decision to award less than the amounts requested for PAGA Representatives Service Payments, PAGA Counsel Fees, PAGA Counsel Expenses and/or Administrator Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.2. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the approval order and Judgment, the Court will retain jurisdiction over the Parties, *Gopar* Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are

permitted by law. If any party brings an action to enforce this Agreement, the prevailing party shall be entitled to its/her/his reasonable attorneys' fees and costs, including expert witness fees.

- 10.3. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and Aggrieved Employees, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees and/or PAGA Counsel Expenses Payment, PAGA Counsel reserve their right to appeal such order; however, Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.
- 10.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing (appellate) Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval and entry of Judgment, sharing, on an equal basis, any additional Administrator Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the PAGA Representatives Service Payments or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
- 10.5. No Admission of Liability or PAGA Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Actions or PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Settlement, this Agreement and the Parties' willingness to settle the Actions and PAGA Notices will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.6. No Publicity. Plaintiffs and PAGA Counsel will not contact the media about the Settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendant liable. Plaintiffs and their respective counsel also will not post any information about the Settlement on social media or their firms' websites. Nevertheless, nothing in this clause is intended to limit PAGA Counsel carrying

out their duties as attorneys for the Aggrieved Employees and the State of California, including without limitation, communicating the terms of this Settlement to Aggrieved Employees, the LWDA and the State of California.

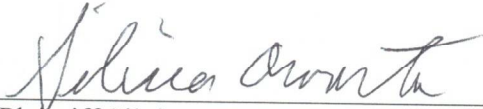
- 10.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.8. Attorney Authorization. The Parties separately warrant and represent that PAGA Counsel and Defense Counsel are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.9. Cooperation. The Parties, by and through their counsel, will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.10. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.11. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.12. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed either by the Parties or their successors-in-interest or counsel for all Parties.
- 10.13. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, predecessors, successors, affiliates, agents, and assigns.
- 10.14. Applicable Law. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.
- 10.15. Cooperation in Drafting. The Parties have mutually cooperated in the negotiating, drafting and preparation of this Agreement. This Agreement will not be construed

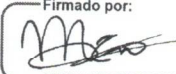
against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17. Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and PAGA Notices and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

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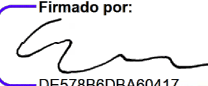
AGREED AS TO FORM AND CONTENT BY THE PARTIES:

Dated: 4-21-26 
Plaintiff Silvia Armenta

Dated: 04/21/2026 
Firmado por:
9E92AA5C67AD496...
Plaintiff Maria Castro Garcia

Dated: 04/20/2026 
Firmado por:
AA4E93E667F944E...
Plaintiff Enedina De La Torre

Dated: 04/18/2026 
Signed by:
A7EF3D4210484D2...
Plaintiff Espiridion Gopar

Dated: 04/23/2026 
Firmado por:
DE578B6DBA60417...
Plaintiff Socorro Sena

Dated: _____
Plaintiff Adolfo Esquivel Illu

Dated: _____
John Mazzei
For Taylor Farms Retail, Inc.

AGREED AS TO FORM AND CONTENT BY THE PARTIES:

Dated: _____
Plaintiff Silvia Armenta

Dated: _____
Plaintiff Maria Castro Garcia

Dated: _____
Plaintiff Enedina De La Torre

Dated: _____
Plaintiff Espiridion Gopar

Dated: _____
Plaintiff Socorro Sena

Dated: 04/22/2026

Adolfo Esquivel Illu (Apr 22, 2026 05:59:37 PDT)
Plaintiff Adolfo Esquivel Illu

Dated: _____
John Mazzei
For Taylor Farms Retail, Inc.

AGREED AS TO FORM AND CONTENT BY THE PARTIES:

Dated: _____
Plaintiff Silvia Armenta

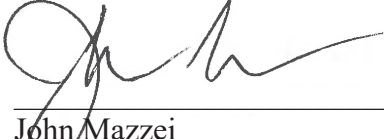
Dated: _____
Plaintiff Maria Castro Garcia

Dated: _____
Plaintiff Enedina De La Torre

Dated: _____
Plaintiff Espiridion Gopar

Dated: _____
Plaintiff Socorro Sena

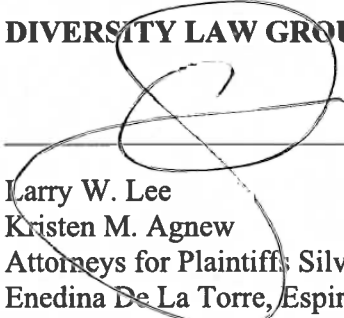
Dated: _____
Plaintiff Adolfo Esquivel Illu

Dated: 4/21/2026

John Mazzei
For Taylor Farms Retail, Inc.

APPROVED AS TO FORM ONLY BY COUNSEL:

DIVERSITY LAW GROUP, P.C.

Dated: 4/29/26



Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiffs Silvia Armenta, Maria Castro Garcia,
Enedina De La Torre, Espiridion Gopar and Socorro Sena

FITZPATRICK & SWANSTON

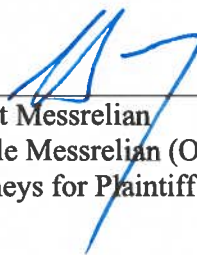
Dated: 4/23/26



B. James Fitzpatrick
Attorneys for Plaintiffs Silvia Armenta, Maria Castro Garcia,
Enedina De La Torre, Espiridion Gopar and Socorro Sena

MESSRELIAN LAW INC.

Dated: 4/22/26



Harout Messrelian
Maralle Messrelian (Of Counsel)
Attorneys for Plaintiff Adolfo Esquivel Illu

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: _____

Andrew B. Levin, Esq.
Attorneys for Defendant Taylor Farms Retail, Inc.

APPROVED AS TO FORM ONLY BY COUNSEL:

DIVERSITY LAW GROUP, P.C.

Dated: _____

Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiffs Silvia Armenta, Maria Castro Garcia,
Enedina De La Torre, Espiridion Gopar and Socorro Sena

FITZPATRICK & SWANSTON

Dated: _____

B. James Fitzpatrick
Attorneys for Plaintiffs Silvia Armenta, Maria Castro Garcia,
Enedina De La Torre, Espiridion Gopar and Socorro Sena

MESSRELIAN LAW INC.

Dated: _____

Harout Messrelian
Maralle Messrelian (Of Counsel)
Attorneys for Plaintiff Adolfo Esquivel Illu

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: 4/21/2026



Andrew B. Levin, Esq.
Attorneys for Defendant Taylor Farms Retail, Inc.

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Espiridion Gopar v. Taylor Farms Retail, Inc.,

(Superior Court of California, County of San Benito, Case No. CU-24-00222)

Insert TPA Info

«Barcode»
«BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”). The plaintiffs are Silvia Armenta, Maria Castro Garcia, Enedina De La Torre, Espiridion Gopar, Socorro Sena, and Adolfo Esquivel Illu (“Plaintiffs”), and the Defendant is Taylor Farms Retail, Inc. (“Defendant”). The Action seeks civil penalties for purported violations of the California Labor Code on behalf of all individuals who worked for Defendant in California who were employed during the PAGA Period (“Aggrieved Employees”). The PAGA Period is December 7, 2021 through [REDACTED].

It is important to note that Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of the PAGA claims. All Aggrieved Employees are deemed to waive and release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released Parties from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period. You will be bound by the release of PAGA claims even if you do not cash your settlement check.

The Settlement resolves all PAGA claims alleged in the Action and that occurred during the PAGA Period, including but not limited to remedies available under Labor Code section 2699, for violations of the California Labor Code governing: meal and rest breaks, unpaid wages, minimum wage, reporting time, overtime pay, wage statements, business expense reimbursement, and final pay.

By Order dated [Date of Court Approval], the Superior Court approved the Settlement. According to the Defendant’s records, you are an Aggrieved Employee and therefore entitled to a share of the settlement based upon the Court approved allocation.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiffs nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall

constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to the Settlement Administrator using the contact information at the top of this correspondence.

EXHIBIT 2

ESPIRIDION GOPAR
C/O DIVERSITY LAW GROUP, P.C.
DIVERSITY LAW GROUP
A PROFESSIONAL CORPORATION
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

July 24, 2025

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Espiridion Gopar v. Taylor Farms Retail, Inc.

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, Taylor Farms Retail, Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by failing to provide off-duty meal and rest breaks to me and other similarly situated aggrieved employees. Because the production lines were continuously operational, employees could not take rest breaks unless and until we were relieved by a co-worker. Due to the workload and/or insufficient staffing, there were days when we were not relieved and thus were unable to take rest periods. Similarly, we could not take our meal periods until relieved, and on some days, we were not provided with an uninterrupted 30-minute meal period before the start of the fifth hour of work. As a result of these violations, the Company also violated Labor Code §§ 201, 202, 203 by failing to pay all wages due upon separation of employment, including unpaid meal and rest period premiums. Additionally, the Company violated Labor Code § 226(a), as the wage statements issued did not accurately reflect gross and net wages earned due to the underlying wage violations.

2. Violated Labor Code §§ 510, 558, 1194, 1197, 1197.1 by not paying proper minimum, regular, and/or overtime wages to me and other similarly situated aggrieved employees. Because the production lines were continuously operational, employees could not take meal periods unless and until we were relieved by a co-worker. Due to the workload and/or insufficient staffing, there were days when we were not relieved and thus were not provided with an uninterrupted 30-minute meal period before the start of the fifth hour of work. However, in order to create the appearance of compliance, supervisors directed us to clock out for a meal period and continue working off-the-clock. As a result, we are owed wages for the time associated with this off-the-clock work. Further as a result of such violations, the Company violated Labor Code §§ 201, 202, 203 by not paying employees all of their wages upon separation of employment due to the off-the-clock work and Labor Code § 226(a) as the net/gross wages earned shown on the wage statements were inaccurate due to the wage violations set forth above.

DIVERSITY LAW GROUP
A PROFESSIONAL CORPORATION

July 24, 2025
Page 2

The address for the Company is:

Taylor Farms Retail, Inc.
150 Main Street, Suite 300
Salinas, CA 93901

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

Signed by:

297C42F4CD504D4...
Espiridion Gopar

cc: Taylor Farms Retail, Inc.

EXHIBIT 3

FITZPATRICK & SWANSTON

B. JAMES FITZPATRICK
CHARLES SWANSTON
ALISON L. BAKER
LAURA L. FRANKLIN

ATTORNEYS AT LAW
555 South Main Street
Salinas, California 93901
Telephone: 831.755.1311
Facsimile: 831.755.1319

June 14, 2023

Via Online Filing

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail

Taylor Farms Retail, Inc.
Agent for Service of Process:
John Mazzei
150 Main Street, Suite 400
Salinas, Ca 93901

Re: Notice of Labor Law Violations
California Labor Code §§ 2699, 2699.3, 2699.5
Aggrieved Employees: Silvia Lopez Armenta and Maria Castro Garcia
Our File No.: A0075-600

To Representatives of the Labor and Workforce Development Agency and Taylor Farms Retail, Inc.:

Pursuant to California Labor Code §§ 2699, 2699.3, and 2699.5, aggrieved employees Silvia Lopez Armenta and Maria Castro Garcia, on behalf of themselves and as representatives on behalf of all former aggrieved employees (hereinafter shall be collectively referred to as “the employees”) of Taylor Farms Retail, Inc. (hereinafter shall be referred to as “the employer”), hereby notifies you of labor law violations and facts and circumstances giving rise to them, committed by the employer.

The employees were subjected to numerous violations based on, among others, the following facts, circumstances and laws:

Silvia Lopez Armenta worked for the employer from approximately 2020 to approximately August 2022. Maria Castro Garcia worked for the employer from approximately April 2015 through approximately January 15, 2022.

During the employees’ employment with the employer, the employer maintained a policy and practice by which they routinely scheduled the employees to work shifts for which they were required to call or text to ascertain their starting time for that workday. The employees were subject to discipline, up to and including termination, if they failed to call or text each day at the call-in time designated for such shifts. The employees were further subject to discipline, up to and including termination, if they failed to physically report to the workplace at the shift start time communicated to the employee via this mandatory call-in process. At all relevant times, the employer failed and refused to compensate the employees for time spent calling or texting each

day they were scheduled for a shift. In addition, for employees who were required to call in or text but then told not to physically report to work, the employer failed to pay reporting time pay or otherwise compensate such employees for the time they were required to keep available for the shift.

As a result of the employer's illegal call-in policies and procedures, the employer did not properly record all hours worked by the employees and, as a result, the employees were not paid for all hours worked in violation of Labor Code section 1174(d). Consequently, the employees were forced to work without being paid at least minimum wage as required by California Labor Code §§ 1197 and 1199 and the applicable Industrial Welfare Commission Wage Order.

Because of the employer's failure to properly record and pay hourly wages for all hours worked by the employees in connection with the mandated call-in procedure, the employees were also deprived overtime wages for hours worked in excess of eight (8) in a day and forty (40) in a week. Consequently, the employer failed to pay the employees overtime premium wages of one and one-half times the employee's regular rate of pay for all hours worked over eight (8) hours in a single workday and/or more than forty (40) hours in a single workweek, as required by California Labor Code §§ 510 and 1194 and the applicable Industrial Welfare Commission Wage Order.

Additionally, the employer willfully failed to pay employees who were discharged or who resigned all owing and unpaid wages associated with required pre-shift health screenings that the employer had conducted beginning in or around March 2020. The employees were required by the employer to form and wait in a line at the beginning of each workday in order to undergo temperature screenings prior to being allowed entry into the facility. The process of waiting in line and undergoing said temperature screenings took, on average, approximately five to ten minutes each workday. The employer required the employees to undergo such temperature screenings without compensation, regardless of how long the screening process took. The employees are informed and believe and thereon allege that these pre-shift temperature screenings were implemented pursuant to the employer's policies concerning the admission of workers to its facility during the COVID-19 pandemic.

In addition, the employer failed to reimburse the employees for work-related expenses as required by Labor Code § 2802 as a result of the employer's illegal call-in policies and procedures.

Moreover, the employer failed to issue complete and accurate wage statements to the employees that included the employees' total hours worked, overtime hours worked, gross wages earned, net wages earned, all applicable rates of pay and the corresponding number of hours worked under each rate, all deductions, and an accurate accounting for all wages, in violation of Labor Code section 226.

Finally, the employer willfully failed to pay the employees upon the termination of their employment all owing and unpaid wages and reimbursement for work-related expenses in violation of Labor Code section 204.

The legal violations arising from the conduct referenced above and below include, but are not limited to, the following:

1. The employer failed to pay minimum and overtime wages for all hours worked;

2. The employer failed to pay wages in a timely manner;
3. The employer failed to pay employees who were discharged or who resigned all wages owed within the time required by Labor Code §§ 201 and 202;
4. The employer failed to:
 - a. Record in ink or other indelible form, properly dated, showing the month, day, and year, all deductions made from payment of wages of the employees. They also failed to provide the employees with a copy of the statement, and they failed to maintain a record of the deductions on file for at least three years at the place of employment or at a central location within the State of California;
 - b. Furnish to the employees, semimonthly or at the time of each payment of wages, a complete and accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer and; (7) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee;
5. The employer failed to keep accurate records, including but not limited to time and pay records showing when the employees begin and end each work period, the total daily hours worked in each payroll period, the applicable rate of pay and the total wages paid for at least three years at the place of employment or at a central location within the State of California; and
6. The employer failed to provide the employees with reimbursement for work-related expenses.

The above-described conduct by the employer violates numerous provisions of the Labor Code, including but not limited to, Labor Code §§ 201-204, 226, 510, 1194, 1197, 1197.1, 1199, 2699, 2800, 2802, and the applicable California Industrial Welfare Commission Wage Order. The employees seek wages and penalties from the employer.

Very truly yours,

FITZPATRICK & SWANSTON



B. James Fitzpatrick

EXHIBIT 4-1



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10475
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Invoice Total: 2,252.39
Payment Applied: 0.00
Total Due: 2,252.39

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		2,252.39	0.00	0.00	2,252.39
		\$2,252.39	\$0.00	\$0.00	\$2,252.39

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Gopar, Espiridion v. Taylor Farms Retail, Inc.	0.00	0.00	2,252.39	0.00	0.00	2,252.39
	\$0.00	\$0.00	\$2,252.39	\$0.00	\$0.00	\$2,252.39

Subtotal: \$2,252.39
Discount: \$0.00
Subtotal after Discount: \$2,252.39
Taxable Subtotal: \$2,252.39
Tax: \$0.00
Total: \$2,252.39
Payment Applied: \$0.00
Total Due: \$2,252.39

Notes



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10475
Invoice Date	05/27/2026
Terms	Upon Receipt
Due Date	05/27/2026
PO #	

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515 South Figueroa Street, Suite 1250,
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Invoice # 10475
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Summary- Gopar, Espiridion v. Taylor Farms Retail, Inc. (7096.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		2,252.39

Subtotal: \$2,252.39
Discount: \$0.00
Subtotal after Discount:\$2,252.39
Taxable Subtotal: \$2,252.39
Tax: \$0.00
Total: \$2,252.39

Details - Gopar, Espiridion v. Taylor Farms Retail, Inc. (7096.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
09/11/2024		Court fees	ACE E Filing - ComplaintACE E Filing - Complaint	1,492.30
09/25/2024		Attorney Service	Attorney Service - Complaint Service	174.00
10/01/2024		Court fees	ACE E Filing - POS of Summons	14.25
12/20/2024		Court fees	ACE E Filing - Oppo to MTC Arbitration	14.25
12/24/2024		Court fees	ACE E Filing - CMSACE E Filing - CMS	14.25
01/02/2025		Court fees	ACE E Filing - Notice of Remote Appearance	15.25
01/03/2025		Court fees	ACE E Filing - Order re Remote Appearance	15.25
01/09/2025		Court fees	ACE E Filing - Notice of Remote Appearance	15.25
03/13/2025	Court Fees		ACE E Filing - CMS (Filing ID 11792934)	15.25
05/22/2025	Court Fees		TrueFiling - Respondent's Mediation Statement	10.50
07/28/2025	Court Fees		LWDA - PAGA Letter	75.00
07/31/2025	Photocopies		Photocopies	0.50
07/31/2025	Postage and delivery		Postage	10.44
01/14/2026	Legal Research		Legal Research	350.00
05/19/2026	Court Fees		ACE EFiling - Joint Stip to Dismiss & File SAC (Filing ID: 14480354 Envelope No: 26SB00032331)	35.90



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Invoice # 10475
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Date	Category	Expense Code	Description	Amount (\$)
Subtotal:				\$2,252.39
Total:				\$2,252.39

EXHIBIT 4-2



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
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Invoice # 10470
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Invoice Total: 800.53
Payment Applied: 0.00
Total Due: 800.53

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		800.53	0.00	0.00	800.53
		\$800.53	\$0.00	\$0.00	\$800.53

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Armenta, Silvia Lopez, et al. v. Taylor Farms Retail, Inc.	0.00	0.00	800.53	0.00	0.00	800.53
	\$0.00	\$0.00	\$800.53	\$0.00	\$0.00	\$800.53

Subtotal: \$800.53
Discount: \$0.00
Subtotal after Discount: \$800.53
Taxable Subtotal: \$800.53
Tax: \$0.00
Total: \$800.53
Payment Applied: \$0.00
Total Due: \$800.53

Notes



INVOICE

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515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
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Invoice #	10470
Invoice Date	05/27/2026
Terms	Upon Receipt
Due Date	05/27/2026
PO #	

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Invoice # 10470
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Summary- Armenta, Silvia Lopez, et al. v. Taylor Farms Retail, Inc. (1102.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		800.53

Subtotal: \$800.53
Discount: \$0.00
Subtotal after Discount:\$800.53
Taxable Subtotal: \$800.53
Tax: \$0.00
Total: \$800.53

Details - Armenta, Silvia Lopez, et al. v. Taylor Farms Retail, Inc. (1102.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
03/13/2024		Court fees	Odyssey - CMSOdyssey - CMS	3.60
03/19/2024		Court fees	Odyssey - Notice of Change of Attorney	3.60
04/22/2024		Court fees	Odyssey - Stip to file SACOdyssey - Stip to file SAC	24.15
04/25/2024		Court fees	Odyssey - NOE & SACOdyssey - NOE & SAC	3.60
05/07/2024		Arbitrators/mediators	JAMS - Demand for ArbitrationJAMS - Demand for Arbitration	411.96
05/21/2024		Telephone	Conference CallConference Call	1.51
05/31/2024		Postage	PostagePostage	2.11
01/14/2026	Legal Research		Legal Research	350.00
Subtotal:				\$800.53
Total:				\$800.53

EXHIBIT 4-3



INVOICE

Diversity Law Group

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lwlee@diversitylaw.com

Invoice # 10476
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Invoice Total: 2,012.81
Payment Applied: 0.00
Total Due: 2,012.81

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		2,012.81	0.00	0.00	2,012.81
		\$2,012.81	\$0.00	\$0.00	\$2,012.81

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Sena, Socorro v. Taylor Farms Retail, Inc.	0.00	0.00	2,012.81	0.00	0.00	2,012.81
	\$0.00	\$0.00	\$2,012.81	\$0.00	\$0.00	\$2,012.81

Subtotal: \$2,012.81
Discount: \$0.00
Subtotal after Discount:\$2,012.81
Taxable Subtotal: \$2,012.81
Tax: \$0.00
Total: \$2,012.81
Payment Applied: \$0.00
Total Due: \$2,012.81

Notes



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Invoice #	10476
Invoice Date	05/27/2026
Terms	Upon Receipt
Due Date	05/27/2026
PO #	

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Invoice # 10476
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Summary- Sena, Socorro v. Taylor Farms Retail, Inc. (19131.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		2,012.81

Subtotal: \$2,012.81
Discount: \$0.00
Subtotal after Discount:\$2,012.81
Taxable Subtotal: \$2,012.81
Tax: \$0.00
Total: \$2,012.81

Details - Sena, Socorro v. Taylor Farms Retail, Inc. (19131.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
09/26/2024		Court fees	Odyssey - ComplaintOdyssey - Complaint	1,478.06
10/07/2024		Attorney Service	Attorney Service - Complaint Service	175.75
10/14/2024		Court fees	Odyssey - POS of SummonsOdyssey - POS of Summons	4.50
01/24/2025	Court Fees		Odyssey - Notice of Remote Appearance	4.50
01/14/2026	Legal Research		Legal Research	350.00
Subtotal:				\$2,012.81
Total:				\$2,012.81

EXHIBIT 4-4



INVOICE

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Invoice # 10474
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Invoice Total: 765.03
Payment Applied: 0.00
Total Due: 765.03

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		765.03	0.00	0.00	765.03
		\$765.03	\$0.00	\$0.00	\$765.03

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Garcia, Maria Castro v. Taylor Farms Retail, Inc.	0.00	0.00	765.03	0.00	0.00	765.03
	\$0.00	\$0.00	\$765.03	\$0.00	\$0.00	\$765.03

Subtotal: 765.03
Discount: 0.00
Subtotal after Discount:765.03
Taxable Subtotal: 765.03
Tax: 0.00
Total: 765.03
Payment Applied: 0.00
Total Due: 765.03

Notes



INVOICE

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Invoice #	10474
Invoice Date	05/27/2026
Terms	Upon Receipt
Due Date	05/27/2026
PO #	

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Invoice # 10474
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Summary- Garcia, Maria Castro v. Taylor Farms Retail, Inc. (7094.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		765.03

Subtotal: \$765.03
Discount: \$0.00
Subtotal after Discount:\$765.03
Taxable Subtotal: \$765.03
Tax: \$0.00
Total: \$765.03

Details - Garcia, Maria Castro v. Taylor Farms Retail, Inc. (7094.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
05/16/2024		Arbitrators/mediators	JAMS - Demand for ArbitrationJAMS - Demand for Arbitration	411.96
05/31/2024		Postage	PostagePostage	3.07
01/14/2026	Legal Research		Legal Research	350.00
Subtotal:				\$765.03
Total:				\$765.03

EXHIBIT 4-5



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Los Angeles, California, 90071
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Invoice # 10472
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Invoice Total: 350.00
Payment Applied: 0.00
Total Due: 350.00

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		350.00	0.00	0.00	350.00
		\$350.00	\$0.00	\$0.00	\$350.00

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
De La Torre, Enedina v. Taylor	0.00	0.00	350.00	0.00	0.00	350.00
Farms Retail, Inc.						
	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	\$350.00

Subtotal: 350.00
Discount: 0.00
Subtotal after Discount:350.00
Taxable Subtotal: 350.00
Tax: 0.00
Total: 350.00
Payment Applied: 0.00
Total Due: 350.00

Notes



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Invoice #	10472
Invoice Date	05/27/2026
Terms	Upon Receipt
Due Date	05/27/2026
PO #	

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Invoice # 10472
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Summary- De La Torre, Enedina v. Taylor Farms Retail, Inc. (4064.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		350.00

Subtotal: \$350.00
Discount: \$0.00
Subtotal after Discount:\$350.00
Taxable Subtotal: \$350.00
Tax: \$0.00
Total: \$350.00

Details - De La Torre, Enedina v. Taylor Farms Retail, Inc. (4064.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
01/14/2026	Legal Research		Legal Research	350.00
Subtotal:				\$350.00
Total:				\$350.00

EXHIBIT 4-6



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Invoice # 10471
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Invoice Total: 350.00
Payment Applied: 0.00
Total Due: 350.00

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		350.00	0.00	0.00	350.00
		\$350.00	\$0.00	\$0.00	\$350.00

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Alvarado de Ojeda, Consuelo v. Taylor Farms Retail, Inc.	0.00	0.00	350.00	0.00	0.00	350.00
	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	\$350.00

Subtotal: 350.00
Discount: 0.00
Subtotal after Discount:350.00
Taxable Subtotal: 350.00
Tax: 0.00
Total: 350.00
Payment Applied: 0.00
Total Due: 350.00

Notes



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Invoice #	10471
Invoice Date	05/27/2026
Terms	Upon Receipt
Due Date	05/27/2026
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Invoice # 10471
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Summary- Alvarado de Ojeda, Consuelo v. Taylor Farms Retail, Inc. (1107.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		350.00

Subtotal: \$350.00
Discount: \$0.00
Subtotal after Discount:\$350.00
Taxable Subtotal: \$350.00
Tax: \$0.00
Total: \$350.00

Details - Alvarado de Ojeda, Consuelo v. Taylor Farms Retail, Inc. (1107.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
01/14/2026	Legal Research		Legal Research	350.00
Subtotal:				\$350.00
Total:				\$350.00

EXHIBIT 4-7



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Invoice # 10477
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Invoice Total: 350.00
Payment Applied: 0.00
Total Due: 350.00

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		350.00	0.00	0.00	350.00
		\$350.00	\$0.00	\$0.00	\$350.00

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Torres, Santiago v. Taylor Farms Retail, Inc.	0.00	0.00	350.00	0.00	0.00	350.00
	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	\$350.00

Subtotal: 350.00
Discount: 0.00
Subtotal after Discount:350.00
Taxable Subtotal: 350.00
Tax: 0.00
Total: 350.00
Payment Applied: 0.00
Total Due: 350.00

Notes



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Invoice #	10477
Invoice Date	05/27/2026
Terms	Upon Receipt
Due Date	05/27/2026
PO #	

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Invoice # 10477
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Summary- Torres, Santiago v. Taylor Farms Retail, Inc. (20067.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		350.00

Subtotal: \$350.00
Discount: \$0.00
Subtotal after Discount:\$350.00
Taxable Subtotal: \$350.00
Tax: \$0.00
Total: \$350.00

Details - Torres, Santiago v. Taylor Farms Retail, Inc. (20067.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
01/14/2026	Legal Research		Legal Research	350.00
Subtotal:				\$350.00
Total:				\$350.00

EXHIBIT 4-8



INVOICE

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515 South Figueroa Street, Suite 1250,
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Invoice # 10478
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Invoice Total: 847.90
Payment Applied: 0.00
Total Due: 847.90

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		847.90	0.00	0.00	847.90
		\$847.90	\$0.00	\$0.00	\$847.90

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Vergara, Margarita v. Taylor	0.00	0.00	847.90	0.00	0.00	847.90
Farms Retail						
	\$0.00	\$0.00	\$847.90	\$0.00	\$0.00	\$847.90

Subtotal: 847.90
Discount: 0.00
Subtotal after Discount:847.90
Taxable Subtotal: 847.90
Tax: 0.00
Total: 847.90
Payment Applied: 0.00
Total Due: 847.90

Notes



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Invoice #	10478
Invoice Date	05/27/2026
Terms	Upon Receipt
Due Date	05/27/2026
PO #	

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Invoice # 10478
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Summary- Vergara, Margarita v. Taylor Farms Retail (22054.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		847.90

Subtotal: \$847.90
Discount: \$0.00
Subtotal after Discount:\$847.90
Taxable Subtotal: \$847.90
Tax: \$0.00
Total: \$847.90

Details - Vergara, Margarita v. Taylor Farms Retail (22054.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
04/21/2025	Court Fees		JAMS - Demand for Arbitration	411.96
08/06/2025	Court Fees		LWDA - PAGA Letter	75.00
08/31/2025	Photocopies		Photocopies	0.50
08/31/2025	Postage and delivery		Postage	10.44
01/14/2026	Legal Research		Legal Research	350.00
Subtotal:				\$847.90
Total:				\$847.90

EXHIBIT 4-9



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515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10473
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Invoice Total: 761.96
Payment Applied: 0.00
Total Due: 761.96

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		761.96	0.00	0.00	761.96
		\$761.96	\$0.00	\$0.00	\$761.96

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Delgado Ruiz, Gricelda v. Taylor Farms Retail	0.00	0.00	761.96	0.00	0.00	761.96
	\$0.00	\$0.00	\$761.96	\$0.00	\$0.00	\$761.96

Subtotal: 761.96
Discount: 0.00
Subtotal after Discount:761.96
Taxable Subtotal: 761.96
Tax: 0.00
Total: 761.96
Payment Applied: 0.00
Total Due: 761.96

Notes



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515 South Figueroa Street, Suite 1250,
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Invoice #	10473
Invoice Date	05/27/2026
Terms	Upon Receipt
Due Date	05/27/2026
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Invoice # 10473
Invoice Date 05/27/2026
Terms Upon Receipt
Due Date 05/27/2026
PO #

Summary- Delgado Ruiz, Gricelda v. Taylor Farms Retail (04069.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		761.96

Subtotal: \$761.96
Discount: \$0.00
Subtotal after Discount:\$761.96
Taxable Subtotal: \$761.96
Tax: \$0.00
Total: \$761.96

Details - Delgado Ruiz, Gricelda v. Taylor Farms Retail (04069.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
04/11/2025	E121 Arbitrators/mediators		JAMS - Demand for Arbitration	411.96
01/14/2026	Legal Research		Legal Research	350.00
Subtotal:				\$761.96
Total:				\$761.96

EXHIBIT 5