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Attorneys for Plaintiffs

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

ADRIAN CUEVAS-GRANADOS and
JUAN FERNANDO MERENDON-
CEREGA, as individuals and on behalf of
all other aggrieved employees,

Plaintiffs,

vs.

SABOR FARMS, LLC, a California limited
liability company; and DOES 1 through 100,

Defendants.

Case No. 24CV000743

[*Unlimited Jurisdiction*]

**DECLARATION OF ADRIAN CUEVAS-
GRANADOS IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENTS**

Date: December 19, 2025

Time: 8:30 a.m.

Dept.: 14

Complaint filed: February 23, 2024

Trial Date: None Set

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1. I am an individual over the age of 18 and am one of the named Plaintiffs in this matter against Defendant Sabor Farms, LLC (“Sabor Farms”). This declaration is submitted in support of approval of the Settlement Agreement reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

3. While working for Sabor Farms, I was subject to Sabor Farms' wage and hour policies and practices at issue in this case. During my employment, I was not able to accurately record my own hours worked. Instead, I was directed to sign or approve a time sheet that was either blank or already filled out with my scheduled shift times instead of my actual hours worked. As a result of this practice, I was not paid all of my minimum and overtime wages. While working for Sabor Farms, I was often unable to take a full, 30-minute off-duty meal period starting before the end of my fifth hour of work. Despite not always being able to take my meal periods, my supervisors still recorded a 30-minute unpaid meal period for me on my time sheets and deducted this time from my pay. In addition, I was also not always able to take off-duty rest periods during my employment due to constant work demands. As a result of these violations, it is my understanding that I was not paid all wages owed to me when I stopped working for Sabor Farms and that I was not provided with accurate itemized wage statements.

5. When I filed this lawsuit, I knew there was a risk I could be liable for Sabor Farms'

1 costs if we lost the case. I also understood that filing a lawsuit is a public record. However, I
2 accepted those risks so that I could help recover penalties on behalf of other Sabor Farms
3 employees and the State of California. Even though I assumed these risks, to date, I have not
4 suffered any actual adverse consequences because I filed this lawsuit. I have personally not
5 incurred any expenses in prosecuting this Action.

6 6. I have been actively involved in this case since it started. I have had many phone
7 conversations and meetings with my attorneys throughout this case to discuss Sabor Farms' wage
8 and hour policies and practices, identify potential witnesses, and discuss case strategy. I also
9 gathered and reviewed documents for use in the lawsuit and reviewed relevant documents with
10 my attorneys. I estimate that I have spent approximately 35-40 hours performing these activities
11 in order to help the case.

12 7. I understand that my attorneys will request that the Court approve an Enhancement
13 Payment of \$5,000.00 for my efforts on behalf of other aggrieved employees and the State of
14 California. I believe this amount is reasonable based on the amount of time and effort I have
15 devoted to this case, as well as the risks I have undertaken as one of the named Plaintiffs, as
16 described above. This proposed Enhancement Payment is not contingent upon me supporting the
17 proposed Settlement.

18 I declare under penalty of perjury under the laws of the State of California and the United
19 States that the foregoing is true and correct. Executed on 08/13/2025 at Calexico,
20 California.

21 *Adrian Cuevas - Granados a*

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23 Adrian Cuevas-Granados
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