IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
CASE NO. 3:26-CV-00929

DE LA VEGA TORTILLAS, L.L.C., RUBEN GOMEZ, and CHERAI GOMEZ, Plaintiffs, v. NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES, and PETER THROTON, Director of NCDA&CS Marketing Division, *in his official capacity*, Defendants.	)	**AMENDED VERIFIED COMPLAINT**

NATURE OF THE CASE

De La Vega Tortillas, L.L.C., a popular former food vendor at the Charlotte Regional Farmers Market ("Market"), along with Ruben Gomez ("Mr. Gomez") and Cherai Gomez ("Mrs. Gomez" and, collectively with Mr. Gomez and De La Vega Tortillas, "Plaintiffs"), co-owners of De La Vega Tortillas, sue the North Carolina Department of Agriculture and Consumer Services ("Department") and the Director of the Department's Marketing Division, Peter Thornton ("Defendant Thornton" and, collectively with the Department, "Defendants"), and allege the following:

1. Cherai and Ruben Gomez own and operate De La Vega Tortillas, LLC, a family business. In keeping with their faith, they do not sell, work, or ask anyone to work for them on Sundays. They base this belief on Exodus 20:8–11.

2. In 2024, the Gomezes obtained booth C26 in Building "C" of the Charlotte

Regional Farmers Market ("Market"), which the North Carolina Department of Agriculture and Consumer Services operates. They were not required to open on Sundays.

3. That changed in 2025, when the Department began requiring every Building "C" vendor—except produce farmers—to staff a booth on both Saturdays and Sundays. Produce farmers have kept their Building "C" booths ever since without operating on Sundays.

4. Gomezes asked for an exemption based on their sincerely held religious belief in observing the Sabbath. The Department refused, instructing them instead to split their booth with another approved vendor.

5. For 2026, the Department withdrew the booth-arrangement and told the Gomezes that if they refused to sell on Sunday, then they could only sell in the Greenery—an area more than 300 yards from Building "C," with no assigned booth, no guaranteed selling space, no secure storage, and no assured electricity.

6. In February 2026, the Gomezes sent a demand letter to Defendant Thornton, explaining the burden the policy placed on their religious exercise. After negotiations, the Department and De La Vega Tortillas agreed that the business could return to Building "C" and arrange for a substitute vendor to staff their booth on Sundays. The agreement proved impossible to perform: Market Manager Amie Newsome threatened other vendors with retaliation if they cooperated by occupying the booth on Sundays.

7. In June 2026, Ms. Newsome served Mr. Gomez with a written and electronic Eviction Warning for not operating booth C11 on Sundays. Mr. Gomez responded that he had secured an approved vendor for the next day. Before the vendor arrived to operate De La Vega Tortillas' booth the next day, which was Sunday, the Department evicted De La Vega Tortillas from the Market. De La Vega Tortillas has since been shut out of other Department-

run farmers markets, lost sales, cut back its work week, and laid off two employees.

8. The First Amendment forbids any law "prohibiting the free exercise" of religion, U.S. Const. amend. I, and binds the States through the Fourteenth Amendment, *Cantwell v. Conn.*, 310 U.S. 296, 303 (1940). The North Carolina Constitution secures the same freedom. N.C. Const. art. I, § 13.

9. Where the government "has in place a system of individual exemptions, it may not refuse to extend that system to cases of 'religious hardship' without compelling reason." *Emp. Div. v. Smith*, 494 U.S. 872, 884 (1990). The policy Defendants enforced against Plaintiffs is neither neutral nor generally applicable, and it cannot survive strict scrutiny.

10. Plaintiffs bring this action under 42 U.S.C. § 1983 to vindicate their rights under the Free Exercise Clauses of the United States and North Carolina constitutions, and to seek relief for the Market's retaliation, and Plaintiffs' resulting loss of business and property damage.

11. De La Vega Tortillas seeks damages for lost sales and damaged property, reinstatement into the Charlotte Regional Farmers Market with a 12'-by-19' booth in Building "C," and an exemption from compelled Sunday attendance.

JURISDICTION AND VENUE

12. This action is brought under 42 U.S.C. § 1983 to enforce Plaintiffs' rights under the Constitution of the United States. This Court has subject matter jurisdiction over federal questions pursuant to 28 U.S.C. § 1331 and § 1343(a)(3).

13. This Court has original jurisdiction over Plaintiffs' federal claims under 28 U.S.C. §§ 1331 and 1343(a)(3)–(4) because they arise under the Constitution and laws of the United States, including 42 U.S.C. § 1983.

14. This Court has supplemental jurisdiction over Plaintiffs' claims under the North Carolina Constitution under 28 U.S.C. § 1367(a) because those claims form part of the same case or controversy as the federal claim.

15. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) and § 1391(b)(2), because Defendants reside in this district and because a substantial part of the events giving rise to Plaintiffs' claims occurred in this district.

16. This Court has authority to award the requested declaratory relief under 28 U.S.C. §§ 2201–02 and Federal Rule of Civil Procedure 57; the requested injunctive relief under 28 U.S.C. § 1343 and Federal Rule of Civil Procedure 65; the requested damages under 28 U.S.C. § 1343; and costs and reasonable attorneys' fees under 42 U.S.C. § 1988.

PARTIES

17. Plaintiff De La Vega Tortillas, L.L.C., is a limited liability company organized under the laws of the State of North Carolina, with its principal place of business in Charlotte, North Carolina. It is an un-prepared-foods vendor within the meaning of the Market's vendor rules.

18. Plaintiffs Ruben Gomez and Cherai Gomez are residents of North Carolina who co-own and operate De La Vega Tortillas.

19. Defendant North Carolina Department of Agriculture and Consumer Services is an agency of the State of North Carolina. The Department owns and operates the Charlotte Regional Farmers Market, promulgates the vendor guidelines at issue, and is subject to the requirements of the First Amendment through incorporation by the Fourteenth Amendment.

20. Defendant Thornton oversaw the North Carolina state farmers markets and acted at all relevant times as an officer, agent, and employee of the North Carolina Department of

Agriculture and Consumer Services. He is sued in his official capacity only.

FACTUAL ALLEGATIONS

The Market and De La Vega Tortillas

21. The Charlotte Regional Farmers Market is located at 1801 Yorkmont Road, Charlotte, North Carolina, and is open to the public Wednesday through Sunday from 8:00 a.m. to 5:00 p.m.

22. The North Carolina Department of Agriculture and Consumer Services operates the Market and issues vendor guidelines on Department letterhead. Under these guidelines, the Market approves vendors, assigns selling space, sets and collects fees, and enforces vendor guidelines. The vendor guidelines are enforced by Market Management, which includes Amie Newsome and Tad Atkinson.

23. Amie Newsome ("Ms. Newsome" or "Market Manager") is the Market Manager of the Charlotte Regional Farmers Market. Ex. C § 1(G) at 1.

24. The Market's Building "C" Vendor Operational Guidelines, issued on Department letterhead, vest the Market Manager with "ultimate discretion for eligibility determinations," which are "final once they are rendered."

25. Tad Atkinson ("Assistant Director Atkinson") is the Assistant Director of State Farmers Markets & Agricultural Centers for the Department.

26. The "Greenery" is a separate outdoor section of the Market located more than 300 yards from Building "C." Ex. B.

27. Vendors in the Greenery receive no permanent booth assignment, and Market Management assigns spaces on a first-come, first-served basis. Vendors in the Greenery usually are not food vendors.

28. De La Vega Tortillas began selling at the Market in July 2024.

29. The Market initially placed De La Vega Tortillas in the Greenery.

30. In October 2024, the Market moved De La Vega Tortillas into Building "C" and assigned it booth C26, a full-size, 12'-by-19' booth.

31. When Mr. Gomez inquired about the move, the Market Manager responded that she was "tired of telling everyone where you are."

The Gomezes' Religious Beliefs

32. The Gomezes are faithful, practicing Christians who hold sincere religious beliefs that require them to observe the Sabbath on Sunday. For the Gomezes, Sunday is a day set apart for worship and rest. They base this belief on the commands of Exodus 20:8–11.

33. Because of this belief, the Gomezes do not engage in commercial activity on Sundays. The Gomezes' religious beliefs forbid them from directing or paying another person to labor on their behalf on the Sabbath and from asking one of their employees to operate their booth on a Sunday for their convenience or profit.

34. When the Market assigned De La Vega Tortillas to booth C26 in October 2024, Mr. Gomez told the Market Manager that De La Vega Tortillas could not operate on Sundays because of the Gomezes' religious beliefs.

35. The Market Manager verbally responded that Booth C26 was a Saturday space, that Sunday attendance was optional, and that only spaces C1–C11 and C35–C44 required Sunday attendance.

36. In 2024, the Gomezes and De La Vega Tortillas complied with the vendor guidelines while maintaining the Gomezes' Sabbath observance.

The Market's Vendor Rules Permit Shared Booths and Absences

37. The Market's All Vendor Guidelines (Ex. C) govern the Market and, with the building-specific guidelines (Ex. A), apply to Building "C" vendors. Ex. C at 1; Ex. A §2 at 2.

38. The All Vendor Guidelines expressly authorize shared booths: "[s]haring selling space will be allowed with Market Management's approval." *Id.*, § 2(I) at 3.

39. The All Vendor Guidelines require every vendor to "[c]omplete a Vendor Application annually and schedule a meeting with the Market Management before being allowed to rent selling space." *Id.*, § 2(A) at 2.

40. The All Vendor Guidelines further provide that a vendor "[m]ay have another vendor spot [their] rented selling space when [their] representative goes on break," and require only that the vendor "have a representative in the rented selling space at all times [their] business is operational." *Id.* § 6(J) at 5.

41. The All Vendor Guidelines excuse attendance for secular reasons. A vendor who cancels "due to extreme weather conditions" incurs "no penalty," so long as "a notice is given to the Market Management." Ex. C § 5(B) at 4.

42. The Building "C" guidelines likewise require attendance on only "46 Sundays per year," and only "[t]wo no calls / no shows in one year" put a vendor's assigned space at risk. Ex. A § 2 at 1.

De La Vega Tortillas' 2025 Booth-Sharing Accommodation

43. At a vendor meeting in late October or early November 2024, Market Management informed vendors that Sunday attendance would become mandatory.

44. After that meeting, on November 14, 2024, the Gomezes emailed Ms. Newsome a letter on behalf of De La Vega Tortillas requesting a religious exemption from Sunday

attendance so that they could observe the Sabbath. Ex. D. at 1.

45. On December 5, 2024, Ms. Newsome informed the Gomezes that "there are no religious exemptions available." She instead offered De La Vega Tortillas the option of splitting its booth with another vendor who would operate it on Sundays. De La Vega Tortillas accepted the option of booth-splitting with another vendor. *Id.* at 3.

46. The Market identified and selected the partner vendor: Susan, a Jamaican juice vendor who was brand new to the Market. Under the arrangement, De La Vega Tortillas' assigned space was reduced by half because De La Vega Tortillas and its partner vendor physically split the booth space. Both De La Vega Tortillas and the partner vendor were required to pay the full booth rental fee for both Saturday and Sunday, even though they split the booth on Saturdays. *See id.* at 1, 7–8.

47. In January 2025, the Market's new policy went into effect, requiring vendors—except produce farmers—to sell on both Saturdays and Sundays. De La Vega Tortillas operated under the booth-sharing arrangement. Throughout 2025, De La Vega Tortillas' booth was occupied and operated every Saturday and Sunday, either by De La Vega Tortillas or the juice vendor. It was never empty on a Sunday.

48. The arrangement produced additional rental revenue for the Market and permitted De La Vega Tortillas to retain its place in Building "C" without requiring the Gomezes to violate their religious beliefs.

49. At no time during 2025 did the Market cite, warn, or discipline De La Vega Tortillas for any violation of the Market's rules.

50. Throughout 2025, the Gomezes earned between $2,000 to $5,000 in profits each Saturday.

The 2026 Building "C" Guidelines

51. For the 2026 market year, the Department adopted the 2026 Building "C" Guidelines, effective January 1, 2026. Ex. A at 1.

52. The 2026 Guidelines provide that Building "C" vendors "will be required to have representation in their booth on both Saturdays and Sundays." *Id.* § 1 at 1.

53. The 2026 Building "C" Guidelines further provide that "[a]ll vendors will be required to sell both Saturdays and Sundays year round." *Id.* § 2 at 1.

54. In that same provision, the 2026 Building "C" Guidelines state that "[e]xceptions will be made for produce farmers." *Id*.

55. The 2026 Building "C" Guidelines require all vendors "to set up store fronts for their business and pay storage fees for Wednesdays, Thursdays, and Fridays," but exempt "produce farmers who will be allowed to set up and take down their booths." *Id.*

56. Produce farmers pay lower daily rent fees than other vendors: $15.00 per day from January through March and $40.00 per day from April through December, compared to $35.00 and $45.00 daily, respectively, for non-farmers. *Id.* § 8 at 3.

57. The 2026 Building "C" Guidelines do not require perfect attendance. Vendors must "attend the market 46 Saturdays per year" and "46 Sundays per year." They need only "remain in [their] space for a minimum of 4 hours each Sunday." *Id.* § 2 at 1–2.

58. The 2026 Guidelines require a vendor to "call the office when they will be late or absent," and provide that an assigned space "may be revoked" after "[t]wo no calls / no shows in one year." *Id.* §2 at 1

59. Rent is owed regardless of whether a vendor appears: "[e]very Saturday and

Sunday vendors will be required to pay selling day fees even if they are not present at the market." *Id.* § 8 at 3.

60. The 2026 Building "C" Guidelines provide that the Market Manager "may deny the privilege of operation on the Market to any person who violates these guidelines and rules, or who otherwise takes actions which are determined by the Market Manger [sic] to be detrimental to the Market." *Id.* at 1.

61. The 2026 Building "C" Guidelines permit the Market Manager to make an individualized inquiry before denying or limiting a vendor's access to the Market: "The Market Manager specifically reserves the right to request additional information or documentation before making a decision to deny or limit access to the market, but is not required by these guidelines to do so." *Id.*

62. The 2026 Building "C" Guidelines provide that "[i]n utilizing his or her discretion to suspend, revoke, or otherwise terminate a seller's privilege to sell on the market, the Market Manager may consider a seller's history of cooperation with the Market Manager and the seller's good faith effort to obey the guidelines and rules of the market. Likewise, any effort to manipulate or to violate the spirit of the guidelines and rules may be considered. The ultimate discretion for eligibility determinations belongs to the Market Manager, and determinations are final once they are rendered." *Id.*

63. The 2026 Building "C" Guidelines also require Market Manager approval, on a case-by-case basis, before a farmer may sell value-added products made from the farmer's own crops or livestock, such as jams, cheeses, or soaps. Such products "will need to be discussed with the Market Manager for approval." *Id.* §4 at 2.

64. The 2026 Building "C" Guidelines contain no express exemption from attendance

for religious observance and no procedure by which a vendor may request a religious accommodation.

65. Neither the 2026 Building "C" Guidelines nor the All Vendor Guidelines define the term "approved vendor," set criteria for approving a partner vendor, or describe any procedure for obtaining such approval.

Defendants Refuse to Renew the 2025 Accommodation

66. On October 18, 2025, Ms. Newsome held a vendor meeting at which she announced that the new guidelines going into effect on January 1, 2026, required Building "C" vendors to operate on both Saturdays and Sundays and prohibited booth-sharing. Ex. E at 1.

67. At that meeting, in the presence of other vendors, Mrs. Gomez asked Ms. Newsome for a religious accommodation that would allow De La Vega Tortillas to continue to operate on Saturdays only. *See id.*

68. Ms. Newsome verbally responded that selling at the Market was "a privilege, not a right," and that the Market could not leave booths open. *See id.*

69. Ms. Newsome also stated that having a partner vendor display their products across the shared space on Sundays "wouldn't look good," and that forcing De La Vega Tortillas to return to the Greenery because the Gomezes' religious beliefs prevent them from working on Sundays was "not her problem."

70. On October 20, 2025, the Gomezes sent an email to the Market Manager, copying Department officials, requesting a religious accommodation and an individualized written assessment of its request. Ex. E at 1.

71. De La Vega Tortillas sent a follow-up email on November 5, 2025. Ex. F at 2.

72. On November 7, Defendant Thornton responded in an email signed by Assistant Director Atkinson, stating that the Market would "not be making an exception to our current vendor attendance requirements" and encouraging De La Vega Tortillas to consider the Greenery. *Id.* at 3.

73. The November 7 email also stated that the Market's policies must be applied "consistently across all vendors to ensure fairness and operational integrity." *Id.*

74. On November 10, 2025, De La Vega Tortillas replied, clarifying that it sought only the continuation of the arrangement the Market had approved the prior year and "[a]n individualized written assessment identifying any specific undue hardship." *Id.* at 5.

75. On November 18, 2025, De La Vega Tortillas followed up with Defendant Thornton, noting that its November 10 email had "been reviewed multiple times but has not yet received a response," and again requested an individualized assessment. *Id.* at 6. Defendant Thornton never responded. *Id.* at 6.

76. On November 20, 2025, Assistant Director Atkinson declined the Gomezes' request, citing "fairness and operational integrity," without addressing the request for an individualized assessment. *Id.* at 7.

77. Defendants did not conduct an individualized assessment of De La Vega Tortillas' circumstances.

78. Defendants did not consider De La Vega Tortillas' history of cooperation with the Market or its good-faith efforts to comply with the Market's rules, although the 2026 Guidelines expressly authorize the Market Manager to consider both. Ex. A at 1.

79. Defendants did not explain why the booth-sharing arrangement that had satisfied

the Market throughout 2025 could no longer satisfy its interests.

80. Defendants did not explain why produce farmers remain exempt from Sunday selling while De La Vega Tortillas' religious request was refused. Ex. A § 2 at 1.

81. Throughout this period, Defendants continued to permit produce farmers to operate under the secular exemptions described above.

De La Vega Tortillas Is Removed from Building "C"

82. In response to the Gomezes' request for religious accommodation and to continue operating under the prior arrangement, the only option Defendants offered De La Vega Tortillas was a space in the Greenery. Ex. E at 1; Ex. F at 3.

83. Because De La Vega Tortillas declined to operate a booth on Sundays, it was removed from Building "C."

84. Beginning January 1, 2026, De La Vega Tortillas sold from the Greenery.

85. Unlike Building "C," the Greenery offers no permanent booth assignment, no guarantee of a selling space on any given day, no enclosed or climate-controlled space, no secure on-site storage between market days, and no assured electrical access.

86. These features of the Greenery are problematic for De La Vega Tortillas, which needs to refrigerate its products in summer and maintain safe sample temperatures.

87. In the Greenery, De La Vega Tortillas' inventory and equipment are exposed to heat, cold, and other weather conditions.

88. The Greenery primarily draws patrons who drive to the Market to purchase plants.

89. The Greenery does not receive the regular foot traffic of patrons shopping for food vendors.

90. Customers must detour from the primary grocery section to reach the Greenery.

91. Although placement in the Greenery is first come, first served, Market Management directed De La Vega Tortillas toward the back section of the Greenery, despite the Gomezes arriving as early as 5:45 a.m., while placing vendors who arrived later—sometimes after 10:00 a.m.—closer to the entrance.

92. Spaces near the entrance of the Greenery have frequently remained empty for the entire market day, while De La Vega Tortillas was assigned to a space in the back.

93. When Mr. Gomez asked the Market Manager why later-arriving vendors received better placement, the Market Manager told him that if he did not like it, he would be moved to the very end of the row—an even worse location close to where the Market stores farm equipment.

94. To mitigate the loss of visibility, De La Vega Tortillas purchased additional signage and flags and began arriving at the Market before 6:00 a.m. for an 8:00 a.m. opening.

The Effects of Defendants' Conduct on the Plaintiffs

95. The Defendants' refusal to accommodate the Gomezes' Sabbath observance forces them to choose between adherence to their religious beliefs and continued access to the benefits of selling from Building "C."

96. De La Vega Tortillas' sales declined after the Market moved them to the Greenery.

97. De La Vega Tortillas has incurred additional costs, including the purchase of signage and flags to accommodate its time in the Greenery.

98. The removal has damaged De La Vega Tortillas' reputation at the Market. Customers and fellow vendors have asked what De La Vega Tortillas "did wrong" to be

removed from Building "C."

99. On information and belief, many patrons regard De La Vega Tortillas as a primary reason for visiting the Market, and some attend the Market exclusively to purchase its products. Patrons have expressed displeasure at its relocation outdoors and difficulty locating it.

100. The burden on Plaintiffs' religious exercise is ongoing and recurs each week that the Defendants deny Plaintiffs a religious exception to the 2026 Guidelines.

Pre-Suit Demand

101. On February 20, 2026, counsel for De La Vega Tortillas sent Assistant Director Atkinson a letter by electronic mail and certified mail explaining the constitutional defects in the Defendants' discriminatory and burdensome application of the 2026 Guidelines. Ex. G.

102. The Demand Letter proposed three potential resolutions: (1) approval of a Building "C" booth operated by De La Vega Tortillas on Saturdays, with the full weekend fee paid and the booth available to the Market for the Market to select another vendor on Sundays; (2) reinstatement of the prior booth-sharing (physical booth split) arrangement; or (3) a discussion of alternative accommodations. *Id.* The Demand Letter requested a written response by the close of business on Friday, February 27. *Id.* at 9–10.

Amended Vendor Agreement

103. On February 24, 2026, Lindsey Spain, a legal representative for the Department, responded to the Demand Letter, and after back-and-forth email correspondence, both parties agreed to meet on March 12.

104. At the meeting, the Defendants presented De La Vega Tortillas with the option to either physically split a booth with another vendor or identify an approved vendor willing to

operate the booth space on Sundays only.

105. The Gomezes accepted the option of finding a vendor to operate in their booth space on Sundays only.

106. The Gomezes signed an agreement with Defendant Thornton, on March 26, 2026, permitting De La Vega Tortillas to find a vendor to operate its booth space on Sundays. Ex. H.

107. Between January 2026 and March 27, 2026, De La Vega Tortillas was relegated to the Greenery.

108. After negotiations and a formal agreement between the Department and Plaintiff's counsel, on March 28, 2026, De La Vega Tortillas returned to Building "C," on the condition that it had to find an "approved vendor" to occupy its booth on Sundays.

Market Manager Obstructs the Gomezes' Efforts

109. De La Vega Tortillas informed the Market Manager that Heritage Breads, previously located in the Greenery, would like to occupy De La Vega Tortillas' booth on Sundays.

110. The Market Manager approved of Heritage Breads occupying De La Vega Tortillas' booth on Sundays. Ex. H.

111. Heritage Breads, a vendor previously approved by the Market to split a booth with De La Vega Tortillas, never operated in De La Vega Tortillas' booth on a Sunday.

112. The Market Manager threatened to assign Heritage Breads a space at the end of the row in the Greenery on Saturdays if it operated De La Vega Tortillas' booth on Sundays.

113. The Market Manager never withdrew that threat. She also never communicated her approval to Heritage Breads to operate De La Vega Tortillas' booth on Sundays. The

Gomezes confirmed in an April 26, 2026, email that, since Ms. Newsome's threat, Market Management had not communicated to Heritage Breads that it was approved to operate the Gomezes' booth on Sundays or that it was safe from retaliation. Ex. I at 1.

114. The Gomezes' counsel informed Ms. Spain, on April 14, by electronic mail, that the Gomezes were under the impression that a Market representative, or someone acting on behalf of Market Management, had been video-recording them for the past two weeks. *Id.* at 9–10.

115. Defendants' counsel, Ms. Spain, confirmed in an April 22, 2026, email that "**there will be no adverse consequences of any kind for [Heritage Breads'] Saturday arrangement in The Greenery**." *Id.* at 5 (emphasis in original).

116. Defendants' counsel, Ms. Spain, also stated in the same email that Market Management had previously communicated this assurance to Heritage Breads and that Market Management would reiterate and reassure Heritage Breads. *Id.*

117. On April 25, the Gomezes communicated with Heritage Breads. *See id.* Heritage Breads informed the Gomezes that no one from Market Management had spoken with them since Ms. Newsome threatened them. *Id.* at 1.

118. De La Vega Tortillas asked other vendors to operate in their booth, including a tallow vendor and a protein cookie vendor.

119. In both situations, the vendors initially agreed to occupy De La Vega Tortillas' booth on Sundays but later declined after learning about the threat to Heritage Breads.

120. Vendors, including but not limited to Alexandra's Bakery, Rolling Hills Farmers, and Phoenix Foods, told the Gomezes that De La Vega Tortillas' popularity increased their own business.

The Market Manager Violates the Agreement

121. According to the 2026 Building "C" Guidelines, the inside vendor spaces are 12'-by-19' and come with one table. Ex. A. § 7 at 2.

122. When De La Vega Tortillas returned to Building "C" on March 28, 2026, the Market Manager assigned De La Vega Tortillas to booth C11.

123. Booth C11 in Building "C" is 6'-by-19', less than half the size of the standard booths.

124. No other Building "C" vendor had a booth as small as booth C11.

125. On April 10, 2026, Defendants' counsel, Ms. Spain, stated that there were no other "spots available within Building 'C'" and that a vendor was removed to accommodate De La Vega Tortillas. Ex. I at 13.

126. Contrary to Ms. Spain's representation, no vendor was removed to accommodate De La Vega Tortillas.

127. On April 10, Defendants' counsel, Ms. Spain, reaffirmed that a vendor was removed to accommodate De La Vega Tortillas and agreed to place De La Vega Tortillas on a list to occupy a full booth space. *Id.* at 11.

128. De La Vega Tortillas was never moved from C11 to a full booth.

129. In both the April 9 and April 10 emails, Ms. Spain confirmed that Defendants knowingly provided the Gomezes with a booth half the size of a regular booth. *Id.* at 11; 13.

130. Defendants' counsel stated that De La Vega Tortillas would only be responsible for "half the rental fee charged for a full spot." *Id.* at 11.

131. Nevertheless, Defendants invoiced the Gomezes for Sunday rental fees.

132. Booth C11 had not been previously assigned as a standalone vendor booth; this booth previously adjoined Alexandra's Bakery's booth as an extension of its adjacent 12'-by-19' booth.

133. The Market Manager forced Alexandra's Bakery to give up booth C11 for De La Vega Tortillas.

134. The Market Manager told Alexandra's Bakery that De La Vega Tortillas requested booth C11.

135. De La Vega Tortillas never requested booth C11.

136. In addition to the Market Manager forcing De La Vega Tortillas to operate in a half-sized booth, on several occasions she demanded that the Gomezes move their flags and tables further inside the lined parameter, thereby shrinking their operating space.

Defendants Evict De La Vega Tortillas

137. On Saturday, June 20, 2026, the Market Manager handed Mr. Gomez an Eviction Warning stating that if De La Vega Tortillas' booth was unoccupied the next day, Sunday, June 21, it would result in eviction. Ex. J.

138. After Mr. Gomez received the physical document, the Market Manager emailed De La Vega Tortillas an Eviction Warning. Ex. K at 1.

139. Defendant Thornton signed the Eviction Warning, which stated that De La Vega Tortillas had left their booth unattended for twelve Sundays. Ex. J.

140. After receiving the Eviction Warning, Mr. Gomez asked an orange juice vendor to operate De La Vega Tortillas' booth the next day, Sunday, June 21.

141. The orange juice vendor agreed to operate De La Vega Tortillas' booth on Sunday, June 21, 2026 (which was also Father's Day).

142. Mr. Gomez verbally informed Ms. Newsome that the orange juice vendor would operate De La Vega Tortillas' booth the next day.

143. Ms. Newsome responded to Mr. Gomez by verbally authorizing the orange juice vendor to operate De La Vega Tortillas' booth on Sunday, June 21.

144. According to the 2026 Building "C" Guidelines, vendors must be at their booth by 7:30 AM on Saturdays, but there is no specific Sunday start time. Ex. A. § 2 at 1–2.

145. The 2026 Building "C" Guidelines state that vendors "[w]ill need to remain in space for a minimum of 4 hours each Sunday." *Id.* § 2 at 2.

146. On Sunday, June 21, at 10:02 AM, Defendant Thornton emailed the Gomezes, stating that the orange juice vendor was absent for De La Vega Tortillas' Sunday shift. Ex. L.

147. In the email, Defendant Thornton notified the Gomezes that they were evicted from the Market. *Id*.

148. Defendant Thornton stated in his email that it had been four hours past the designated start time. *Id*.

149. The orange juice vendor arrived at the Market before 11:00 AM on June 21.

150. When the orange juice vendor arrived at the Market on June 21, Ms. Newsome refused to allow him to operate in C11 and stated that De La Vega Tortillas was no longer a Market vendor. Ex. M.

151. Before 10:30 AM, the Market Manager had ordered De La Vega Tortillas' property removed from booth C11 and moved to a previous dumpster site. Exs. N and O.

152. During the removal process, one of De La Vega Tortillas' branded flags worth $200 was damaged. Exs. P and Q.

153. On information and belief, the Market Manager began advertising De La Vega

Tortillas' spot, C11, to other vendors before De La Vega Tortillas was evicted at 10:02 AM.

154. Ms. Newsome returned half-booth C11 to Alexandra's Bakery.

Effects of the Eviction

155. In the eviction email, Defendant Thornton directed the Gomezes to communicate only with the North Carolina Attorney General's office regarding the eviction. Ex. L.

156. The Gomezes have not communicated with Defendant Thornton or the Market Manager since the eviction.

157. Because of the eviction, De La Vega Tortillas lost sales, was forced to let go of two employees, and shortened its workweek from five to three days.

158. The Gomezes have since hired two new part-time employees as replacements but have had to expend time and money on training them, and may be unable to afford to maintain both new employees, due to their decreased revenue after eviction from Building "C."

159. Customers have asked why De La Vega Tortillas is no longer at the Market and have also expressed disappointment at its absence. *See* Ex. R.

160. De La Vega Tortillas applied to be a vendor at the Raleigh Farmers Market. Ex. S at 1.

161. The Raleigh Farmers Market is a state-run farmers market in North Carolina, owned and operated by Defendants.

162. Monica Wood was the Market Manager for the Raleigh Farmers Market in July 2026. Ex. S at 1

163. The Gomezes repeatedly emailed Monica Wood throughout July 2026 inquiring about the opportunity to operate as a vendor in the Raleigh Farmers Market. *Id*.

164. After acknowledging that the Gomezes' application had been received and asking for additional information, Monica Wood never updated the Gomezes on the status of their application. *Id.* at 8–10.

COUNT 1 — CONSTITUTIONAL VIOLATION
42 U.S.C. § 1983 — VIOLATION OF THE FREE EXERCISE CLAUSE OF THE FIRST AMENDMENT

165. Plaintiffs incorporate by reference paragraphs 12–164 as if fully set forth herein.

166. The Free Exercise Clause of the First Amendment, incorporated and made applicable to the States by the Fourteenth Amendment, protects the right to live in accordance with sincerely held religious belief. *Cantwell*, 310 U.S. at 303.

167. The Gomezes' observance of the Sabbath on Sunday is a sincerely held religious belief. Their belief requires both that they refrain from commercial activity on Sundays and that they not direct others to labor on their behalf on that day.

168. The Gomezes need not point to the doctrine of an organized denomination to invoke that protection. *See Frazee v. Ill. Dep't of Emp. Sec.*, 489 U.S. 829, 833–34 & nn.1–2 (1989) (holding that a Christian's sincere refusal to work on Sunday, grounded in Exodus 20:8–11, is entitled to constitutional protection).

169. Defendants cannot decide how the Gomezes practice their faith. A religious belief need not be "acceptable, logical, consistent, or comprehensible to others in order to merit First Amendment protection." *Thomas v. Rev. Bd.*, 450 U.S. 707, 714 (1981).

170. Defendants' enforcement of the 2026 Guidelines burdens the Gomezes' religious exercise because Defendants, acting in their official capacity and under the color of law pursuant to N.C.G.S. § 106-22(24), forced Plaintiffs "to choose between following the precepts of [their] religion and forfeiting benefits, on the one hand, and abandoning one of

the precepts of [their] religion" to retain the benefits of Building "C," on the other. *Sherbert v. Verner*, 374 U.S. 398, 404 (1963).

171. The 2026 Guidelines are not generally applicable.

172. The 2026 Guidelines provide "a mechanism for individualized exemptions" by vesting "ultimate discretion for eligibility determinations" in the Market Manager, authorizing her to consider a vendor's "history of cooperation" and "good faith effort to obey the guidelines," and reserving her right "to request additional information or documentation before making a decision to deny or limit access to the market." Ex. A at 1; *Fulton v. City of Phila.*, 593 U.S. 522, 533 (2021) (quoting *Smith*, 494 U.S. at 884).

173. A policy that creates such a system of individual exemptions may not "refuse to extend that system to cases of 'religious hardship' without compelling reason," even if the responsible official has no intention of granting an exemption. *Fulton*, 593 U.S. at 534 (quoting *Smith*, 494 U.S. at 884).

174. The 2026 Guidelines exempt produce farmers from Sunday selling, from the weekday storefront and storage requirements, and charge produce farmers lower daily rates.

175. When a government agency permits secular exceptions but refuses comparable religious ones, its policy cannot be regarded as generally applicable. *Fulton*, 593 U.S. at 534; *Tandon v. Newsom*, 593 U.S. 61, 63 (2021)(per curiam).

176. Produce farmers are comparable to De La Vega Tortillas for purposes of the Free Exercise Clause because they are also vendors at the Market. *See Tandon*, 593 U.S. at 62 (holding that comparability "must be judged against the asserted government interest that justifies the regulation at issue," and that this inquiry turns on the risks the activities pose to that interest rather than on whether the vendors are alike) (citing *Roman Cath. Diocese v.*

Cuomo, 592 U.S. 14 (2020) (per curiam).

177. Defendants created a favored class of produce farmers and must justify De La Vega Tortillas' exclusion from it. Government regulations "are not neutral and generally applicable, and therefore trigger strict scrutiny under the Free Exercise Clause, whenever they treat any comparable secular activity more favorably than religious exercise." *Tandon*, 593 U.S. at 62. "It is no answer that a State treats *some* comparable secular businesses or other activities as poorly as or even less favorably than the religious exercise at issue." *Id*. (emphasis added)(citing *Roman Cath.*, 592 U.S. at 16–19).

178. By excusing produce farmers from Sunday attendance while refusing De La Vega Tortillas' religious request, Defendants have "devalue[d] religious reasons" for noncompliance "by judging them to be of lesser import than nonreligious reasons." *Church of Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 537–38 (1993).

179. Because the 2026 Guidelines burden religious exercise and are not neutral and generally applicable, Defendants' enforcement of them against Plaintiffs is subject to strict scrutiny. *Fulton*, 593 U.S. at 541.

180. The interests the Defendants have asserted—fairness, operational integrity, consistent vendor presence, avoiding empty booths, and increasing Sunday foot traffic—are undermined by the very policy they seek to enforce, which creates a system of individualized exceptions, exempts produce farmers outright, requires payment of weekend fees whether or not a vendor appears, and expressly authorizes shared booths.

181. The burden on Plaintiffs' religious exercise is not necessary to achieve Defendants' goals. "[S]o long as the government can achieve its interests in a manner that does not burden religion, it must do so." *Id*. at 541. The 2025 booth-sharing arrangement that

the Defendants devised achieved the interests it had asserted for a full year, and its own rules authorize it.

182. Defendants' application of the 2026 Guidelines is also overbroad, because its asserted interests "could be achieved by narrower ordinances that burdened religion to a far lesser degree." *Church of Lukumi*, 508 U.S. at 546. The blanket exception that the Defendants grant to produce farmers is more threatening to those interests than the accommodation De La Vega Tortillas requested.

183. Defendants' enforcement of the 2026 Guidelines against Plaintiffs therefore fails strict scrutiny and violates the Free Exercise Clause of the First Amendment.

184. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and continue to suffer injury, including the burdening of their religious exercise, the loss of the benefits of selling from Building "C," lost income, out-of-pocket costs, and reputational harm.

COUNT 2 — RETALIATION
42 U.S.C. § 1983 — VIOLATION OF THE FIRST AMENDMENT

185. Plaintiffs incorporate by reference paragraphs 12-164 as if fully set forth herein.

186. To state a colorable retaliation claim under Section 1983, Plaintiffs must allege that (1) they engaged in protected First Amendment activity, (2) that Defendants took some action, likely to deter a person of "ordinary firmness," that adversely affected their First Amendment rights, and (3) there was a causal relationship between Plaintiffs' protected activity and Defendants' conduct. *Martin v. Duffy*, 858 F.3d 239, 249–250 (4th Cir. 2017)(quoting *Washington v. Cnty. of Rockland*, 373 F.3d 310, 320 (2d Cir. 2004)).

187. Plaintiffs requested and received an accommodation for 2025, which allowed them to observe the Sabbath by splitting a booth with another approved vendor.

188. The Gomezes engaged in protected First Amendment activity on October 18, 2025, by asking Ms. Newsome for a religious accommodation that would allow De La Vega Tortillas to continue to operate on Saturdays only in 2026. They followed up their oral request by emails on October 20, 2025, and November 5, 2025. Ex. I.

189. Following the Gomezes' assertion of their First Amendment rights, Defendants and the Market Manager engaged in several actions that harmed De La Vega Tortillas, including after the parties signed the Amended Vendor Agreement.

190. On November 7, 2025, Defendant Thornton denied the Gomezes' request for an accommodation in 2026.

191. On November 20, 2025, Assistant Director Atkinson also denied the Gomezes' request to continue the 2025 accommodation in 2026.

192. Starting on January 1, 2026, Ms. Newsome relegated the Gomezes to the Greenery because they adhered to their Christian values and refused to operate on Sundays.

193. During the time De La Vega Tortillas operated in the Greenery, Ms. Newsome not only assigned the Gomezes to unfavorable booth locations, but those assignments were made even while more favorable booths remained vacant. During this time, De La Vega Tortillas' revenue decreased.

194. After the Gomezes brought in counsel to negotiate their religious exemption, Defendants agreed that the Gomezes could split a Building "C" booth with Heritage Breads or another approved vendor on Sundays. The second booth-splitting agreement theoretically went into effect on March 26, 2026, but was never realized because the Market Manager undermined the Gomezes' efforts to find vendors who would share their booth.

195. First, beginning on March 28, 2026, Ms. Newsome assigned De La Vega Tortillas

to C11 and created division between De La Vega Tortillas and other vendors by falsely telling Alexandra's Bakery that the Gomezes specifically asked for C11, which Alexandra's Bakery had previously possessed.

196. Second, Ms. Newsome, in assigning De La Vega Tortillas to the half-booth, C11, punished the Plaintiffs by giving them significantly less operating space than all other Building "C" vendors.

197. Next, in April 2026, instead of upholding the agreement to inform Heritage Breads that it was approved to share De La Vega Tortillas' booth, Ms. Newsome threatened Heritage Breads with an unfavorable spot in the Greenery if it shared the booth.

198. Following that, Defendants agreed to assure Heritage Breads that it was safe to operate in the Gomezes' place; however, neither the Defendants nor Ms. Newsome ever communicated that agreement to Heritage Breads.

199. Because of the Market Manager's threat, and the Market's failure to communicate with other vendors that it would not act on the threat, no vendor agreed to replace the Gomezes on Sundays.

200. Finally, on June 21, at 10:02 am, the Defendants evicted the Gomezes, removed their property and placed it near a previous dumpster site, broke one of their branded flags, and cut off their communication with the Market, except through Defendant Thornton.

201. These actions reduced the sales of the Gomezes' business. Because of the reduced sales, De La Vega Tortillas was forced to downsize its business operation, including laying off two employees and reducing its workweek.

202. The significant losses that the Gomezes suffered from Defendants' conduct would likely deter a person of ordinary firmness from exercising their First Amendment rights.

203. At all times relevant to this complaint, produce farmers who otherwise are comparable to the Gomezes, were exempt from the general requirement to sell on Sundays.

204. Upon information and belief, Defendants would not have taken the above-alleged actions if the Gomezes had not requested a religious exemption from the requirement to sell on Sundays.

COUNT 3 — *CORUM* CLAIM
ARTICLE I, SECTION 13 — VIOLATION OF THE FREE EXERCISE CLAUSE OF THE NORTH CAROLINA CONSTITUTION

205. Plaintiffs re-allege and incorporate by reference paragraphs 12 through 164 as if fully set forth here.

206. Plaintiffs bring a claim against Defendant North Carolina Department of Agriculture and Consumer Services under Article I, Section 13 of the North Carolina Constitution.

207. Article I, Section 13 of the North Carolina Constitution provides: "All persons have a natural and inalienable right to worship Almighty God according to the dictates of their own consciences, and no human authority shall, in any case whatever, control or interfere with the rights of conscience."

208. Article I, Section 13 provides the same level of protection for the free exercise of religion as the First Amendment to the United States Constitution. See In re Williams, 152 S.E.2d 317, 325 (N.C. 1967) (free-exercise protection afforded by Article I, Section 13 is "no more extensive" than the free-exercise protection afforded by the First Amendment). Both Article I, Section 13 of the North Carolina Constitution and the First Amendment of the United States Constitution have religious clauses that "may be said to coalesce into a singular guarantee of freedom of religious profession and worship." *Heritage Vill. Church and*

Missionary Fellowship, Inc. v. State, 263 S.E.2d 726, 730 (N.C. 1980).

209. The North Carolina Constitution authorizes a cause of action for damages against government entities when their officials violate the rights found in Article I, including the free exercise of religion, and there is no adequate state remedy. *Corum v. Univ. of N.C.*, 413 S.E.2d 276, 289–90 (N.C. 1992).

210. Plaintiffs lack an adequate state remedy to recover for a violation of their state constitutional rights to free exercise of religion.

211. The State Tort Claims Act reaches only negligence and does not cover Defendant's intentional burden on Plaintiffs' religious exercise. N.C. Gen. Stat. § 143–291.

212. No North Carolina statute creates a cause of action for free-exercise violations, even under a theory of breach of contract.

213. For the same reasons articulated in Count 1 for relief, Defendants' actions violate Article I, Section 13 of the North Carolina Constitution.

214. Plaintiffs suffered monetary damages as a direct result of Defendants' denial of their request for religious accommodation.

215. Defendants relegated Plaintiffs to the Greenery based solely on Plaintiffs' inability to operate their business on Sundays due to their sincere religious beliefs and their request for religious accommodation, and ultimately evicted Plaintiffs for these reasons, causing Plaintiffs to suffer lost income, accrue additional financial costs related to the Gomezes' efforts to maintain a Building "C" booth following the loss of their previously recognized religious exemption, and reputational harm when Plaintiffs were subsequently and summarily evicted from the Market.

COUNT 4 — *CORUM* CLAIM
ARTICLE I— RETALIATION FOR RIGHTS PROTECTED BY ARTICLE I OF THE NORTH CAROLINA CONSTITUTION

216. Plaintiffs re-allege and incorporate by reference paragraphs 12-164 and 187 through 204, stating the facts underlying their retaliation claim, as if fully set forth here.

217. Plaintiffs bring this claim against Defendant North Carolina Department of Agriculture and Consumer Services under Article I, Section 13 of the North Carolina Constitution.

218. Plaintiffs bring this claim directly under the North Carolina Constitution as their state constitutional rights have been abridged without adequate alternative state remedy. *Corum*, 413 S.E.2d at 289.

219. Article I, Section 13 of the North Carolina Constitution provides: "All persons have a natural and inalienable right to worship Almighty God according to the dictates of their own consciences, and no human authority shall, in any case whatever, control or interfere with the rights of conscience." Article I, Section 12 of the North Carolina Constitution provides that the people have a right petition for "redress of grievances," and Article I, Section 14 additionally protects freedom of speech, "one of the great bulwarks of liberty."

220. For the same reasons alleged in paragraphs 210 through 212, Plaintiffs have no adequate state-law remedy for Defendants' retaliation.

221. For the same reasons articulated in Count 2 for relief, Defendants' actions violate rights protected by Article I of the North Carolina Constitution.

222. Plaintiffs suffered monetary damages as a direct result of Defendants' retaliation

in violation of Article I, Section 13 of the North Carolina Constitution and are entitled to the relief set forth in the Prayer for Relief.

DAMAGES

223. De La Vega Tortillas has experienced lost sales throughout 2026 during the time it operated in the Greenery and since its eviction from the Market.

224. The sales records from De La Vega Tortillas' weekly sales summary between January 3, 2025, and June 20, 2026, indicate that the Gomezes lost sales in 2026 when they were not in Building "C." *See* Ex. T.

225. Across eleven Saturdays between January 3, 2026, and March 21, 2026, the Gomezes recorded total sales of $25,082.52 and averaged $2,280.23 per Saturday while in the Greenery. *Id.*

226. Across thirteen Saturdays between March 28, 2026, and June 20, 2026, Plaintiffs recorded total sales of $49,400.00 and averaged $3,800.00 per Saturday while in Building "C." *Id.*

227. There is a $1,519.77 difference between the average Saturday sales Plaintiffs earned in Building "C" and what they earned in the Greenery.

228. Since being evicted from the Market, Plaintiffs have been unable to make up the $3,800.00 they previously made per Saturday.

229. From June 27, 2026, to November 2, 2026, including the start and end dates, Plaintiffs have wrongfully been excluded from the Market for 18 Saturdays.

230. Therefore, De La Vega Tortillas have lost approximately $68,400 in Saturday sales since being evicted from the Market, as of the date of this filing.

231. In 2026, between January and June, at the Market, De La Vega Tortillas incurred

$16,806.02 in expenses for the cost of goods sold. Per month, De La Vega Tortillas incurred $2,801.00 in cost of goods sold.

232. In 2026, between January and June, De La Vega Tortillas incurred $11,883.44 in allocated overhead. Per month, De La Vega Tortillas incurred $1,980.57 in allocated overhead.

233. Between January and June, De La Vega Tortillas incurred $9,017.7 in labor wages. Per month, De La Vega Tortillas incurred $1,502.95 in labor wages.

234. In 2026, while at the Market, De La Vega Tortillas incurred around $6,284.52 per month in total expenses. Per Saturday, De La Vega Tortillas incurred around $1,571.13 in total expenses.

235. Therefore, in 2026, De La Vega Tortillas earned profits of around $2,228.87 per Saturday between January and June.

236. De La Vega Tortillas has lost approximately $40,119.66 in profits since its eviction from the Market, as of the date of this filing.

237. During the eviction process, Defendants also damaged one of De La Vega Tortillas' flags, worth an estimated $200.

238. De La Vega Tortillas has lost a substantial percentage of sales because of the Defendants' adverse actions.

239. In addition to lost sales and broken property, De La Vega Tortillas has overpaid for booth space for over two years.

240. Due to lost sales, De La Vega Tortillas released two employees.

241. Due to lost sales, De La Vega Tortillas reduced its workweek from five days to three days.

242. Due to lost sales, the Gomezes have reduced their own personal salaries to keep the business afloat.

243. De La Vega Tortillas has hired two new part-time employees, but it has cost time and money to train them, and they may be unable to maintain both employees due to their loss of revenue after eviction from Building "C."

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully request relief and judgment, as follows:

A. Reinstate Plaintiff De La Vega Tortillas into the Charlotte Regional Farmers Market with a full-size booth in Building "C";

B. Grant an individualized exemption from Sunday attendance at the Market to Plaintiffs;

C. Grant an award of compensatory damages against Defendants to Plaintiff in the amount of $70,119.77, plus the weekly accruing damages for lost revenue;

D. Grant an award to Plaintiffs of reasonable costs and expenses of this action, including attorney's fees pursuant to 42 U.S.C. § 1988;

E. Grant award of all available damages to Plaintiffs, pursuant to Article I, Section 13 of the North Carolina Constitution.

F. Should it be necessary, a jury trial on all issues of fact stated herein; and

G. Award such further relief as this Court deems just and proper.

Dated: November 6, 2026

Respectfully submitted,

/s/ Sarah Ludington
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C. Amanda Martin (NC Bar No. 21186)
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**Appearing Pro Hac Vice*

Counsel for Plaintiffs
De La Vega Tortillas, L.L.C.,
Ruben Gomez, and Cherai Gomez

VERIFICATION

STATE OF NORTH CAROLINA

COUNTY OF Union

I, Ruben Gomez, affirm that I am a Co-Owner of De La Vega Tortillas, L.L.C. in the above-captioned action and have authorized the filing of this complaint in my individual capacity and on behalf of De La Vegas Tortillas, L.L.C. I have reviewed the allegations made in the complaint and affirm, on information and belief, that they are true.

I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Ruben Gomez

Co-Owner, De La Vega Tortillas, L.L.C.

Executed on this 2nd day of Nov, 2026

VERIFICATION

STATE OF NORTH CAROLINA

COUNTY OF Union

I, Cherai Gomez, affirm that I am a Co-Owner of De La Vega Tortillas, L.L.C. in the above-captioned action and have authorized the filing of this complaint in my individual capacity and on behalf of De La Vegas Tortillas, L.L.C. I have reviewed the allegations made in the complaint and affirm, on information and belief, that they are true.

I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Cherai Gomez

Co-Owner, De La Vega Tortillas, L.L.C.

Executed on this 2nd day of Nov, 2026

Complaint Exhibit List

A. 2026 Building "C" Guidelines (Jan. 1, 2026)

B. Greenery (Photo)

C. 2026 All Vendor Guidelines (Jan. 1, 2026)

D. 2025 Religious Accommodation Request (November 14, 2024)

E. 2026 Religious Accommodation Request (October 20, 2025)

F. 2026 2nd Religious Accommodation Request (October 30, 2025)

G. Demand Letter (Feb. 20, 2026)

H. Amendment to Vendor Agreement (March 26, 2026)

I. Post-Agreement Communications with Defendants' Counsel (April 26, 2026)

J. Eviction Warning (June 20, 2026)

K. Eviction Warning Email (June 20, 2026)

L. Eviction Email (June 21, 2026)

M. OJ Vendor Text Conversation (June 21, 2026)

N. Property Removal (Photo 1)

O. Property Removal (Photo 2)

P. Broken Flag (Photo 1)

Q. Broken Flag (Photo 2)

R. Customer Support Texts

S. Raleigh Farmers Market Email Chain (July 1, 2026)

T. The Gomezes 2026 Market Sales (Letter)

EXHIBIT A

North Carolina Department of Agriculture and Consumer Services
Charlotte Regional Farmers Market
1801 Yorkmont Road, Charlotte, NC 28217
(704) 357-1269 / www.charlottefarmersmarket.com
Wednesday through Sunday 8:00 am – 5:00 pm

"Variety Shoppes" (Building C)
Vendor Operational Guidelines
Effective January 1, 2026

Welcome to the Charlotte Regional Farmer's Market. To permit fair and equal opportunity for all sellers and to ensure quality products for buyers, the following operational guidelines have been developed. They will be revised and updated as needed, and may be modified according to the season and products being sold. We want to work with you and welcome your ideas and suggestions at any time. To achieve maximum benefits and provide the best market, everyone – growers, sellers, customers, and management must share and work together. Thank you for choosing the Charlotte Regional Farmer's Market to sell your products.

The Market Manger may deny the privilege of operation on the Market to any person who violates these guidelines and rules, or who otherwise takes actions which are determined by the Market Manger to be detrimental to the Market. The Market Manager specifically reserves the right to request additional information or documentation before making a decision to deny or limit access to the market, but is not required by these guidelines to do so. The privilege of selling on the market is not an entitlement. In utilizing his or her discretion to suspend, revoke, or otherwise terminate a seller's privilege to sell on the market, the Market Manager may consider a seller's history of cooperation with the Market Manager and the seller's good faith effort to obey the guidelines and rules of the market. Likewise, any effort to manipulate or to violate the spirit of the guidelines and rules may be considered. The ultimate discretion for eligibility determinations belongs to the Market Manager, and determinations are final once they are rendered.

1) Building C Vendors:

- The "Variety Shoppes" building is for any vendor selling agriculturally related items
- Vendors will be required to have representation in their booth on both Saturdays and Sundays

2) Operating Allotted Space:

- All vendors will be required to sell both Saturdays and Sundays year round
    - Vendors will pay daily rental rates for All Saturdays and Sundays that the market is open
    - Exceptions will be made for produce farmers
- All vendors will be required to set up store fronts for their business and pay storage fees for Wednesdays, Thursdays, and Fridays
    - Exceptions will be made for produce farmers who will be allowed to set up and take down their booths
- Perishable products will also have priority over non-perishable products as far as space allocation
- In order to be assigned and retain one of these spaces the following conditions must be met.
    - All vendors will need to be present in their spaces from 7:30 a.m. on Saturdays
        - Will need to remain in space until 2:00 p.m. from 1st Saturday in April to last Saturday in October
    - All vendors will need to attend the market 46 Saturdays per year
    - All vendors must call the office when they will be late or absent
        - Office number is 704-357-1269
    - Two no calls / no shows in one year, assigned space may be revoked

- All vendors must pay for their assigned space before entering the market
- All vendors must adhere to all market guidelines
- Will need to remain in space for a minimum of 4 hours each Sunday
- All vendors will need to attend the market 46 Sundays per year

3) **Winter Weather:**

- Vendors need to dress for the weather as the building is not heated and the garage doors are allowed to be up
  - Heaters will be allowed during the winter months if they are electric and turned off when tipped over
    - No oil, propane, or kerosene type heaters are to be used
    - No salamander heaters are allowed
    - Vendors will also pay $2.00 per electrical item used for heat
  - They also must be plugged directly into the wall outlet
  - May not use extension cords or surge protectors with heaters
  - No propane heaters will be permitted inside the Variety Shoppes

4) **Value Added Items:**

- NC Farmer / Grower value added products will need to be discussed with the Market Manager for approval
  - Example: jams, jellies, salsas, cheeses, soaps, …
  - To sell value added products you must produce the raw product that the value-added product comes from
    - Example: strawberry grower can sell strawberry jelly or jam, goat farmer can sell goat cheeses or goat's milk soap
    - Must have proper certification to produce these products
  - To keep an NC Farmer / Grower status value added products may not take up more than 25% of your rented booth space

5) **Roll Up Doors:**

- Market staff needs access to all roll up doors
  - Do not block the roll up doors with furniture, equipment, tables, etc. where market staff cannot safely access the latch to unlock or lock the doors
- If the roll up doors are open for customer traffic, then all pathways need to be clear of debris to provide unblocked access to the building
- If the roll up doors are open but you do not wish to have customer traffic, then you need to put rope across the opening with a sign to let customers know not to enter through your roll up door

6) **Waste Removal:**

- Vendors are responsible for removing all trash at the end of the day
  - Vendors can dump trash in the provided market dumpsters or take the trash else ware for disposal
- Trash cans in the market isles are for customer use only, vendors are not to put their trash in those trash cans
- All cardboard boxes must be removed from the property by each vendor
  - Cardboard is not to be placed in the market dumpsters

7) **Booth Information:**

- Inside space is 12' x 19', outside space is 12' x 20' and spaces come with one table

- Outside space is free for parking of vendor vehicles
    - One vehicle per space is permitted
    - If sellable items are left in vehicle or outside space is being used for extra selling space, then a $10.00 charge will be added to your rent
    - ½ spaces are not permitted to have a vehicle so vendors will need to park in designated vendor parking

8) Rent:

- Rent is to be paid for all days the market is open
    - Every Saturday and Sunday vendors will be required to pay selling day fees even if they are not present at the market
    - Storage fees will also be charged for the days the market is open on Wednesdays, Thursdays, and Fridays
- All vendors are daily renters and the following is a list of the most commonly used charges
    - Daily booth rental rate to sell on the market
    - Storage of items on market
    - Electricity usage
    - Using outside space
- January through March
    - Wednesday through Friday
        - Storage Fee $5.00 per day
    - Saturday and Sunday
        - Farmer $15.00 per day
        - Non-Farmer $35.00 per day
- April through December
    - Wednesday through Friday
        - Storage fee $5.00 per day
    - Saturday and Sunday
        - Farmer $40.00 per day
        - Non-Farmer $45.00 per day

EXHIBIT B


got to be
NC
AGRICULTURE

EXHIBIT C

North Carolina Department of Agriculture and Consumer Services
Charlotte Regional Farmers Market
1801 Yorkmont Road, Charlotte, NC 28217
(704) 357-1269 / www.charlottefarmersmarket.com
Wednesday through Sunday 8:00 am – 5:00 pm

2026 All Vendor Guidelines
Effective January 1, 2026

1) Market Information:

A. **Address**: 1801 Yorkmont Road, Charlotte, NC 28217
B. **Phone:** (704) 357-1269 or (704) 357-6244
C. **Fax:** (704) 357-0708
D. **Website:** www.charlottefarmersmarket.com
E. **Facebook:** www.facebook.com/CharlotteRegionalFarmerMarket
F. Instagram: www.instagram.com/charlotteregionalfarmersmarket/
G. Staff:

- Market Manager
  - Amie Newsome
  - Cell phone: (704) 773-3000
  - E-mail: amie.newsome@ncagr.gov
- Assistant Market Manager
  - Frederick "Reed" Stanbro
  - E-mail: frederick.stanbro@ncagr.gov
- Office Manager
  - Brenda Fuqua
  - E-mail: brenda.fuqua@ncagr.gov
- Administrative Assistant
  - Donna Willis
- Maintenance
  - Sam Thin
  - Jason Parker

H. Market Hours:

- Wednesday through Sunday 8:00 am – 5:00 pm Year Round
- Days Closed in 2026
  - Thursday, January 1st – New Year's Day
  - Sunday, April 5th – Easter Sunday
  - Thursday, November 26th – Thanksgiving
  - Friday, November 27th – Thanksgiving
  - Friday, December 25th – Christmas
- Half Day Market Closes at 12 p.m. in 2025
  - Thursday, December 24th – Christmas Eve

I. Vendor Hours:

- Vendors will be allowed on the market at least one hour before the market opens on Wednesdays, Thursdays, Fridays and Sundays
  - Vendors are expected to use the exit gate entrance to enter the market before 8 a.m.

- All vendors will have access to the market starting at 6:15 a.m. on Saturdays and are expected to use the entrance gate to enter the market
- All vendors are expected to arrive at the market no later than 7:30 a.m. on Saturdays year round
- Vendors will be allowed 30 minutes after the market closes to vacate the market

J. Acceptable Vendors Defined:

- Agricultural Artisans – vendors who produce handmade goods utilizing North Carolina agricultural products. (Examples: NC beekeepers using bees wax to make lip balms and candles, woodworkers using NC forestry products to make bowls, cutting boards, and other wooden items, soap makers using NC goats milk to make goats milk soap, etc.)
- Alcoholic Beverages – vendors who sell wine, mead, or beer
- Community Partners – other government agencies that participate in the market (Example; Extension Master Gardeners, Charlotte-Mecklenburg Food Council Policy, Mecklenburg County Health Department, etc.)
- Concessions - vendors that sells food items prepared for immediate consumption on or off the premises that do not have to be directly licensed or certified by the Food and Drug or cooked in an inspected kitchen. (Examples; lemonade, donuts, kettle corn, coffee, etc.)
- Entertainment – vendors providing entertainment such as a music, speakers, interactive activities, etc.
- Farmer - vendors that grows and sells 100% of their own products, AND who owns, leases or operates a farm, orchard, greenhouse, nursery, cut flower farm, poultry farm, keeps honey bees, or raises livestock.
- Farmer/Reseller - vendors that grows less than 100% of what they sell, but more than 50% of his/her own products, AND who owns, leases or operates farm, orchard, greenhouse, nursery, cut flower farm, poultry farm, keeps honey bees, or raises livestock, AND who sells other agricultural items for local farmers
- Farmer Selling Value Added Products – vendors that are selling their farm products as well as baked goods, agricultural crafts, prepared foods, ect.
- Fisher/Seafood – vendors who licensed to catch or raise freshwater fish and/or are licensed to sell seafood and other marine life.
- Food Truck - vendors that sells food items prepared for immediate consumption on or off the premises via a food truck licensed by the Mecklenburg County Environmental Health Department.
- Heavily Inspected Foods – vendors who are certified by both Food and Drug and Mecklenburg Environmental Health Department for selling a combination of products that can be eaten hot on site or taken to be consumed at a later date.
- Non-Farm Products – vendors that don't fit in any other vendor type category (Example; selling CBD products, statuary, paintings, knife sharpening, ect.)
- Non-Profit Community Organizations – vendors that are a Certified 501-C3 organization
- Reseller – vendors who do not make any products but buy and resell baked goods, prepared foods, produce, etc.
- Specialty Food Artisans – vendors that process specialty food items for sale and are regulated by Food and Drug. (Examples; baked goods, prepared foods, cheese, beverages, dog food, etc.)
- Specialty Vendor – vendors who don't meet the requirements of the market but would be allowed to attend our special event days (Spring, Summer, Fall, and Winter Festivals, etc.)

2) Selling Space:

A. Must complete a Vendor Application annually and schedule a meeting with Market Management before being allowed to rent selling space
   - Market Management's approval of selling privileges for a vendor is always for a specified period and never exceeds one market calendar year (January – December)

B. All items to be sold must be preapproved by the Market Management to verify that all certifications and licenses have been obtained
C. Selling space assignments will be made by Market Management
    - Changes in selling space assignments do occur
D. Selling space availability will be determined according to seasonal demand
E. No vendor is guaranteed selling space or the same selling space
F. Selling spaces must be paid for at the office before they are claimed
    - Vendors are not allowed to set up and sell without paying
G. Rent is to be paid for all days that space is occupied
    - If product is left in rented selling spaces when a sales representative is not present, the product must be covered, roped off, and a closed sign clearly displayed at the front of the selling space
H. Selling spaces are not transferable from one vendor to another
    - Vendors are not allowed to sublet selling space to others
    - If a vendor sells his or her business, he or she may not transfer his or her selling space to the new owner. The new owner must apply for approval and is not guaranteed acceptance.
I. Sharing selling space will be allowed with Market Management's approval
J. You will not be allowed to show up and be assigned a selling space without prior approval
    - Once approved all fees must be paid before claiming a selling space
K. No live animals may be sold
    - Exceptions are made for crustaceans, with Market Management's approval
L. No dogs or other pets allowed
M. All vendors will abide by all Federal, State, and Local laws, regulations, and ordinances pertaining to items they are selling and how they operate or conduct business at the market
N. Vendors are to check with the Market Management before adding any electrical equipment or space additions

3) Options for Payment

A. All vendors are classified as daily renters with the option to pay daily, weekly or monthly

B. Daily

- Vendors who pay for the use of space per day
- Vendors pay at office before entering
- No items are left on the market when they are finished for the day

C. Weekly

- Vendors who sell on the market several days a week or those who leave items here on the market
- Vendors pay the first day of the week that the vendor sells at the market
    - Example if the vendor sells on Sundays, Fridays, and Saturdays, they would be required to pay on Sunday for that week.

D. Monthly

- Vendors will be sent an invoice for the upcoming month in advance
- Fees are to be paid by the 10th of the month
- Failure to make payments in full could result in loss of space and monthly payment privileges

E. Credits

- There will be no credits or refunds issued without Market Management approval
- Credits may be given if the market is closed
    - Example: holidays or weather related

F. Payment

- All payments are final, no refunds
- Cash, check or credit cards will be accepted by the Market Office

- All payments must be made at the office
- No rent will be collected outside the office
- Vendors will have the option to pay online with credit cards, using the Marketspread system

4) Market Spread

A. Is the marketing tool that the CRFM uses

B. All vendors will sign up for a Market Spread account to apply to the market
   - https://marketspread.com/

C. Benefits
   - Listed on Current Vendors List
   - Given a space on the Interactive Market Map
   - All products listed on Product Search Feature
   - Accounting records accessible to you and e-mailed receipts
   - Chance to have an online store
   - Pay rent online using a credit card
   - Text messages from the Market about events and other important information

5) Weather-Related Market Cancellations:

A. Market is open rain or shine year round

B. The market reserves the right to close if it is determined that severe weather conditions could compromise the safety of vendors and shoppers
   - Market will remain open unless an "Extreme Weather Warning" is issued from National Weather Service that will affect the operations of the market or the safety of the vendors, staff, and shoppers
   - Vendors are advised to contact the market and cancel if they will not be able to attend due to extreme weather conditions
     - There will be no penalty for vendors who cancel due to extreme weather conditions as long as a notice is given to the Market Management

C. If the market is closed due to weather-related conditions, vendors may be given a credit or not charged for the day(s)

D. Notice of the market closing will be on the office phone's answering machine at 704-357-1269, on Facebook, Instagram, Market Website, and local news stations

E. Vendors may also call Amie Newsome, Market Manager, at 704-773-3000 for more information if needed during inclement weather conditions

6) Operating Allotted Selling Space:

A. Saturdays
   - All vendors need to be in before 7:30 am on Saturday's
   - Gates open at 6:15 am on Saturday mornings
   - Vendors will stop in the driveway next to the office door
     - Staff will come to your vehicle to take payment
     - Booth space will be noted on the receipt
   - Anyone running late will need to contact the Market by calling the office number at 704-357-1269
   - Vendors arriving after 8:00 am with no notice to management may incur delayed processing for admittance if space is available due to the curbside service ending
     - Vendors will park in the driveway and enter the office to pay before claiming selling space

- Mandatory times: (April – October)
    - Got to Be NC Building: 7:30 a.m. – 1:00 p.m.
    - Variety Shoppes: 7:30 a.m. - 2:00 p.m.
    - Greenery Shed: 7:30 a.m. – 2:00 p.m.
    - Concession Area: 7:30 a.m. - 2:00 p.m.
    - Pop-Up Market: 7:30 a.m. – 1:00 p.m.
    - Market Shoppes: 7:30 a.m. - 3:00 p.m.

B. Other Days
    - Vendors will need to stop at the office and pay before claiming a selling space
    - Exit gate opens at 7 a.m. for vendor entrance, main gate at 8 a.m.
    - Vendors will need to park in the driveway and enter the office to pay and get a space assignment

C. Vendor Identification
    - All Vendors are required to clearly display their farm/company name
    - Name must be prominently displayed and may state location (city/town) of business

D. All vendors who wish to rent a selling space must have product and be prepared to sell

E. Vendors are to check with the Market Management before adding any space additions
    - No structure of any type is allowed to be built in any stall on the market without the Market Management's approval
    - A drawing of what is planned will be required before approval

F. Each vendor will be charged for all selling spaces being utilized daily, including display and storage spaces
    - The only item left in selling space should be the one market table if applicable
    - If any items from the vendor are left in their selling space, the vendor will be charged for use of that space

G. All items belonging to each vendor must be kept within the rented selling spaces
    - Example: tables, storage trailers, racks, boxes, refrigeration equipment, etc…
    - Vendors are not to put signs or tables in the aisles of buildings

H. Vendors are not permitted to use any selling space they are not assigned to and have not paid for
    - Includes: storing and or preparation of your products

I. If you occupy a selling space, you must pay for it

J. Honor boxes are not to be used
    - Must have a representative in the rented selling space at all times your business is operational
    - May have another vendor spot your rented selling space when your representative goes on break

K. Vendors are responsible for keeping their inside and outside selling space clean and attractive during market hours

L. When vacating the selling space, everything must be removed from the market.
    - Examples: vehicles, trailers, personal tables, containers, waste, etc…
    - Vendors are to remove vehicles, products, or property as directed by the Market Management
    - Selling spaces both inside and outside must be cleaned for the next market day
        - Swept, trash disposed of properly
    - Vendors will be charged for all items left on property

M. Vendors are responsible for removing their own trash at the end of the day.
    - Anyone offering samples will need to have a trash can at their booth for customers to use
    - Vendors are not to use the trash cans in the center walkways of buildings as those are for customers

N. Market Management must approve the use of all outside selling space before it is used.

- This includes vehicles, handcarts, signs, cones, forklifts, tents, etc.
- If using outside selling space as extra selling/prepping area an additional $10.00 charge will be added to your rental fee per rented selling space
    - Your vehicle may be parked in this area free of charge, if all product has been removed from the vehicle
    - Storing product in your vehicle for restocking is also charged the fee
- Vehicles and other items "stored" in customer parking spaces will also be charged this outside selling space fee

O. Vendors may sell in only one area/building of the market
P. If a vendor is authorized by Market Management to have multiple spaces they must be adjoined
Q. On any day that the market is open, all vendors must pay for any space that is occupied by the vendor's products and/or equipment
R. Children under 14 years of age shall not be permitted to roam or wander around the market unless accompanied by an adult who shall be responsible for the conduct of such minors
    - Vendors who bring minors to the market with them or allow minors to visit with them shall be responsible for carrying out this provision
S. Vendors are not allowed to smoke in the market area at any time
    - This includes the inside and outside of market selling space
        - Smoking is not permitted within the yellow lines of the outside selling spaces in any of the buildings
    - May smoke in designated vendor parking area
T. Vendors that plan to use the words "Organically Grown" or "Pesticide Free" must meet with Market Management to discuss their intentions prior to using them on signs in their spaces. Documentation must be provided to Market Management before signs can be displayed.

7) Labeling

A. All items that are being sold must be clearly priced and labeled
B. Vendor must not misrepresent any products as to quality, price, origin, variety or amount
    - All sign descriptions of products must be accurate and truthful
C. A sign with price ranges will be allowed for certain items
    - Allowable example; pumpkins, gourds, perennials…
    - Or other items as approved by Market Management
D. The North Carolina Department of Agriculture and Consumer Services' Standards Division requires that units of measurement must be specific
    - Allowable example; 3lb bag of apples $$$
    - Not allowable example; basket of apples $$$
E. Scale must be legal for trade (class III NTEP approved)
    - National Type Evaluation Program
F. No medicinal claims can be made on the label of any product being sold on the market
    - Vendors can only say a product tastes good, makes you look good, or makes you smell good
    - This is for food and craft products
G. All sellers must obey labeling and weight laws required by the appropriate Governmental agency and have any license and permit as required by law.
H. Labels for food and body products need to include
    - Name of Company
    - Address
    - Contact information
    - Identification of Product (chocolate chip cookie, honey vanilla scented candle, limeade, etc.)
    - Ingredient list

- Allergy caution statements
- Two weight measurements (lbs, oz, gm, etc.)

I. **If a product is not made in North Carolina, it must be advertised as Not NC Made.**

8) Food Safety Practices:

A. Any food item that is deemed by the Market Manager as unsafe shall be removed
   - Examples: produce showing any signs or symptoms of a fungal, bacterial, or viral disease, or rotting and mildewing, meat products not kept at correct temperatures

B. Fresh fruits, vegetables, and other food items must be stored off the ground by using impervious plastic tubs or setting empty crates or boxes under those holding the product
   - Food items kept in boxes, crates, bags, or baskets may not be kept on the ground

C. All vendors with potentially hazardous foods (eggs, meat, seafood, etc…) must keep a thermometer on site and use it during the day to monitor that correct temperatures are maintained
   - Potentially hazardous perishable foods stored, displayed and offered for sale are packaged and refrigerated at or below 41° F
   - One thermometer can be used to check the temperature for two coolers. If a vendor has over two coolers, then another thermometer will be needed

D. Eggs must be kept under refrigeration
   - Eggs are not to be stored on any table and must be kept in a cooler
   - One carton of eggs may be displayed on table to show you have eggs for sale if;
     i. They are marked as display only
     ii. They are not sold to customers

E. All meat must be USDA inspected and labeled
   - Signage must represent only the statement on your label
   - Rabbit meat must be certified by Food and Drug Protection Division and vendor will need to provide correct paperwork documenting that it has been inspected

F. All sellers with canned or processed food items must have verification of inspection from supplier. All items offered for sale are to comply with the requirements of the North Carolina Department of Agriculture and Consumer Services, Food and Drug Protection Division

9) Customer Complaints:

A. It is the responsibility of the vendor to satisfy customer complaints.

B. Upon receipt of numerous customer complaints about the same vendor, this person may be denied privilege to use the market.

C. If anyone has a complaint about another vendor, be specific. Write down information and give to the Market Manager.

10) Accidents/Injuries:

A. Vendors are responsible for accidents or injuries that occur within their rented selling space or involving their displays or equipment (trailers, tables, signs, umbrellas, etc.) and it is strongly recommended that all vendors purchase a liability insurance policy.
   - The market management requests a copy of the insurance policy be kept on hand at the market

B. It is the vendor's responsibility to keep their rented booth spaces clean and clutter free to prevent customer accidents

C. If injuries occur in a vendor's space or as a result of something the vendor has done that is of an obvious negligent nature, charges for the customer injuries will be charged back to the vendor where the injury occurred

11) Sanitation

A. Old cartons, crates, excess debris, etc. cannot be stored on the market
B. Spaces must be cleaned daily
C. Pallets and bins cannot be stacked more than 6 feet tall
D. Products, bins of products, bins, pallets or other material used in your business that are outside the area which you rent will be assessed a $5.00 per day per 200sq/ft fee
E. No vehicles, bins or material are to be parked at the ends of the buildings
F. Any vehicle, trailer, buildings, bins, or pallets in a non-authorized area will be removed at your expense
G. Propane cylinders must be stored in approved area and in approved containers
H. No market water can be used to wash vehicles

12) Vendor Integrity:

A. While at the market, vendors are expected to behave courteously toward customers, other vendors, market staff, and volunteers, and to conduct themselves professionally at all times
B. Vendors may not publicly disparage other vendors, products, market staff, or the market
C. On-site sales personnel; family members or verifiable employees paid hourly, on commission, or by salary may sell vendor's products at the market
    - Vendors are responsible for making sure that all persons working at their selling space are familiar with and adhere to all market rules and guidelines
D. Vendors are expected to stand behind the sale of their product
E. No seller is to approach customers while they are at the location of another vendor.
F. No loud calling out of prices or hawking for customers
    - Hawking is defined as calling attention to your products in a loud, repetitive manner with the purpose of drawing attention to your booth
    - Calling out in a repetitive public manner and selling in an aggressive way is also prohibited
    - Standing in the aisles while providing samples to customers is not permitted
    - All vendors must stay within their selling space to sell
G. Each vendor must keep their inside and outside selling space clean and uncluttered at all times
H. To help prevent the possibility of any insect and/or rodent problems, each vendor must clean up their selling space daily, including but not limited to:
    - Pick up product off the floor
    - All edible products should be at least 6" off the floor, this includes boxed items
    - Remove clutter
    - Keep the inside and outside of the building clean
I. Use of alcoholic beverages and illegal drugs is not permitted
J. Behavior that is disruptive in any way will not be tolerated

13) Signage:

A. Yard signs can be placed on any grassy area or parking lot island while vendors are actively selling on the market
B. All signs will need to be removed at the end of the day if the vendor is not returning to the market the next market operational day
C. No signage on walkways or driveways

14) Parking and On-Site Driving:

A. Vendors must obey the 10 miles per hour speed limit and yield to pedestrians at all times
B. No reckless driving
C. Vendors are not to open and/or close entrance or exit gates at anytime
    - Gates are to be controlled by market staff only

D. To allow for customer parking, vendors should park in the outside space of their rented selling space or in designated vendor parking areas
    - Vendor designated parking areas are by the back fence line that runs perpendicular to buildings A, B, C, and D or the back fence line that runs parallel to building E

15) Electricity:

A. Electrical Appliances

- All electrical appliances must be pre-approved by market management
- Any vendor who needs electricity will need to notify management before use
- There will be a fee of $2.00 per day (per appliance), or $10.00 per week (per appliance), for use of power on medium to large appliances
    - Refrigerators, coolers, microwaves, heaters, electrical cooking equipment (crock pots, grills, skillets) and other medium to large appliances approved by Market Management
    - The exceptions will be scales, cash registers, small fans, phone chargers, laptops and tablets approved by Market Management
- Electrical circuits shall not be overloaded. Overloaded circuits present a fire hazard. Call Market Manager for tripped breaker resets.

B. Extension Cords

- This section is to inform vendors how to be compliant with the North Carolina Fire Code
- Vendors are to check with the Market Management before adding any electrical equipment
- Extension cords can not be used as permanent wiring
- Extension cords are a “supervised tool” only
    - As long as there is a vendor in the selling space supervising the small electrical items being charged with the extension cord they can be used
    - Can only provide electricity to one small item
- No frayed or broken cords will be allowed
- All extension cords must have a strip cover (cord protector) on them to protect them from foot traffic if they cross a walkway/path within your booth
- No extension cords are to be used for large or medium appliances
    - Example: refrigerators will need to be plugged directly into the wall outlets
- Extension cords can’t be located outside your rented selling space
    - No dragging cords through another booth or across a market walkway/main aisle

C. Power Strips

- When needing to provide electricity to more than one item a power strip will need to be used
    - Can only be used for small electrical appliances (scales, cash registers, small fans, phone chargers, laptops and tablets)
- Must have a long enough cord on the power strip to reach all the items
- Extension cords can’t be plugged into the power strip
- Power strips must be plugged directly into wall outlet receptacles
- Power strips cannot be plugged directly into other power strips

D. Portable Space Heaters

- The user of the space heater must follow all manufacturer's operating instructions and requirements
- The space heater must contain fully enclosed heating surfaces, be provided with a thermostat, tip over safety shot off, and be listed by an approved listing agency such as Underwriter Laboratories or other accredited listing agent.
- The user must ensure the space heater is not plugged into an extension cord, multioutlet strip, or surge protector. The space heater must plug directly into an approved 120-volt AC

receptacle. Space heaters and their cords shall not be positioned to create a tripping hazard in the work area.

- The user will ensure that the space heater is turned off when unattended and at the close of business
- A minimum three feet area around, in front of, and above the space heater or an area greater as recommended by the manufacturer will be maintained around the space heater as clearance from combustibles. Space heaters shall not be used under desk or other furniture or equipment unless the space requirements shall be met.
- Portable electric space heaters shall not have worn or damaged electrical cords, and the plugs shall be in good condition.

16) Penalties:

A. 1st Offense - verbal warning
B. 2nd Offense - written warning
C. 3rd Offense – banned from all use of the market for 30 days
D. 4th Offense – banned from all use of the market until January 1st of the following year
E. In the event of egregious behavior or food safety violations vendor will be placed in a “stop sale” status and selling privileges will be revoked immediately.

EXHIBIT D

De La Vega Tortillas <info@dlvtortillas.com>

Market Spread Program/ Fees

15 messages

De La Vega Tortillas <info@dlvtortillas.com> Thu, Nov 14, 2024 at 10:37 AM
To: "Newsome, Amie" <amie.newsome@ncagr.gov>

Hello Amie,

I hope you are well. Please see attached letter addressed to you and whomever it may need to go too. Please let me know if you have any more questions regarding the letter or if we need to send it to someone else.

Also could you send me an accounting of payments/fees we have paid thus far. We were told to pay $145 for October since we started half a month and then we got a letter saying we were $88 late. When Ruben went to pay on Saturday they said they would look into it and that they were not sure why that was sent. I just want to make sure we are correct on payments.



Ruben and Cherai Gomez
Co-Owners, De La Vega Tortillas LLC

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717 704-628-1717
Indian Trail, NC 28079

Religious Exemption.pdf
62K

Newsome, Amie <Amie.Newsome@ncagr.gov> Thu, Dec 5, 2024 at 10:45 AM
To: De La Vega Tortillas <info@dlvtortillas.com>

Hello Ruben and Cherai,

I hope this message finds you and your family well. I apologize for the delay in responding, as I have been dealing with some medical issues recently. I have reviewed your letter regarding the new rules that will be implemented in January, and unfortunately, there are no religious exemptions available.

I understand and respect your beliefs regarding not working on Sundays. With that in mind, I wanted to present you with two options moving forward:

1. You can continue to operate in the Variety Shoppes by partnering with another company to share your booth space on Saturdays and Sundays. The partner company can then operate on Sundays, giving you the option to not attend the market on Sundays. You will be responsible for paying for Saturdays and Sundays, but not for storage on Wednesday, Thursday, or Fridays like you do now. Please feel free to reach out to me if you need assistance in finding a suitable partner company. Several other vendors are choosing this option as a way to support other vendors and the market as it benefits all involved.
2. If you prefer not to share your booth space, we can arrange for you to have a space in the Greenery Shed. There you can choose to attend the market only on Saturdays with this option. You will have the option to leave items in the rented space and will just pay storage like you do now.

All applications are good January 1st through December 31st each year, requiring all vendors to reapply to the market annually. These are the new rules that will be in place starting January 1, 2025. Please let me know which option works best for you, and I will do my best to accommodate your needs.

Brenda stated that she has also assisted you with the financial question that you also inquired about.

Thank you for your understanding.

Best Regards,

Amie

Amie Newsome | Market Manager

Charlotte Regional Farmer's Market

1801 Yorkmont Road, Charlotte, NC 28217

Phone: (704) 357-1269 | Fax: (704) 357-0708

Hours: 8:00 am – 5:00 pm Wednesday through Sunday Year Round

www.charlottefarmersmarket.com

https://www.facebook.com/CharlotteRegionalFarmersMarket/

https://www.instagram.com/charlotteregionalfarmersmarket/

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Thursday, November 14, 2024 10:38 AM
To: Newsome, Amie <Amie.Newsome@ncagr.gov>
Subject: [External] Market Spread Program/ Fees

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Hello Amie,

I hope you are well. Please see attached letter addressed to you and whomever it may need to go too. Please let me know if you have any more questions regarding the letter or if we need to send it to someone else.

Also could you send me an accounting of payments/fees we have paid thus far. We were told to pay $145 for October since we started half a month and then we got a letter saying we were $88 late. When Ruben went to pay on Saturday they said they would look into it and that they were not sure why that was sent. I just want to make sure we are correct on payments.

Ruben and Cherai Gomez
Co-Owners, De La Vega Tortillas LLC

info@dlvtortillas.com

www.DLVTortillas.com

704-628-1717

704-628-1717

Indian Trail, NC 28079

De La Vega Tortillas <info@dlvtortillas.com> Thu, Dec 5, 2024 at 10:53 AM
To: Rubén Gomez De La Vega <linguistatlife@gmail.com>

~ Cherai

Ruben and Cherai Gomez
De La Vega Tortillas LLC Co-Owners
Phone: 704-628-1717
Email: info@dlvtortillas.com
www.DLVTortillas.com
[Quoted text hidden]

De La Vega Tortillas <info@dlvtortillas.com> Thu, Dec 5, 2024 at 2:02 PM
To: "Newsome, Amie" <Amie.Newsome@ncagr.gov>

Ok we will partner with someone else if possible. Do you have a list of who we could partner with or do we need to find our own?

Brenda did not help us with our payment request. We did as you suggested and went on the Wednesday BEFORE Thanksgiving and found out the C building is closed on Wednesdays and that no one was really even there. In fact (I think Ruben said it was her) said he told Brenda we weren't going to stay for that Wednesday market since all of our things were inside the building and asked her for a print out of what we have paid so far since I think we were overcharged that $88 in October. She said you don't keep track of that and we had to wait until the end of the year to get any kind of printout. She then told him we owed more money even though we paid for the month, she thought we were there on Sundays (we never have been there on a Sunday) but how would she know if she doesn't keep track? He told her we weren't there on Sundays and she still insisted we owed more money. He told her if she was going to charge us for that few minutes he was there on Wednesday to just use Saturday's payment since we were not going to be there that week. He left pretty mad. So no, she did not help us with anything.

We would love a list of all of our payments you have recorded along with the dates we have been there if you could help us with that it would be great.

~ Cherai



Ruben and Cherai Gomez
Co-Owners, De La Vega Tortillas LLC

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717 704-628-1717
Indian Trail, NC 28079

[Quoted text hidden]

De La Vega Tortillas <info@dlvtortillas.com> Tue, Dec 10, 2024 at 12:13 PM
To: "Newsome, Amie" <Amie.Newsome@ncagr.gov>

Can I get a price sheet? What is being charged each week with storage and electric and when the prices are in in effect? I see the rates are going down in January. What will the fees be for the year/per month?
This would be for a building C with small appliance electric charge.

As far as payments for us this past year this is what I have. We moved into the building in October and were told we only needed to pay $145 to finish out the month on October 12th. Then we got a bill saying we were underpaid by $88.??

Payments we have made are:
July 13th $185
Aug 10th $148
Sept 7th $148
Oct 5th $55
Oct 12th $145 (we were not at the market October 19th due to our daughters wedding-(scheduled) and then missed again the next week because we had Covid)
Nov 2nd $275
Nov 9th $88
Dec 7th $57

I do not have Brenda's email nor has she been helpful so I would love it if we could get this figured out soon.

Also, I know Ruben talked to you about partnering with another vendor for Sundays but he was not super clear on the details. Would we have to get them to pay us for the space on Sundays and then pay you or do they pay you directly for the Sunday and they are signed up through you? Or how would that part work? What would those price breakdowns be per day with storage and electric etc for each of us?

We asked Pierogies to do our space on Sundays but they are shooting for a Saturday/Sunday spot inside and worry by accepting our Sunday place it would ruin their chances of getting inside for both days. She hasn't said no yet but in case she does do you have a "Spanish Latino Type" vendor who might be interested. They would match better with what we have planned for our decorations. Ruben LOVES decorating and has a grand plan but hasn't put anything up yet since we were uncertain about how things were going to work out.

I put it in the calendar but just so you know we will NOT be at the after Christmas Market on the 28th. We are going to be HOPEFULLY moving into our new building that week. We will likely put up all of our decorations/setup at Regional.

Thanks Amie!

~ Cherai



Ruben and Cherai Gomez
Co-Owners, De La Vega Tortillas LLC

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717 704-628-1717
Indian Trail, NC 28079

[Quoted text hidden]

Newsome, Amie <Amie.Newsome@ncagr.gov> Tue, Dec 10, 2024 at 12:27 PM
To: De La Vega Tortillas <info@dlvtortillas.com>

Chargeable Item	Number	Fee Per Item	Cost
Daily Selling Space (April – December)	2	$35.00	$70.00
Daily Selling Space (January – March)	2	$25.00	$50.00
Daily Small Electricity (Crock Pot, etc.)		$1.00	
Daily Large Electricity (Refrigerators, etc.)		$2.00	
Daily Storage in Rental Space (A, C, E)	3	$5.00	$15.00
Daily Market Grounds Storage			
Adjacent Outdoor Space			
Forklift Usage			
½ Space (April – December)			
½ Space (January – March)			
		Total Fees	

Daily Selling Space is for Saturdays and Sundays so you pay $70.00 per week in winter and $50.00 per week rest of year

Small Electricity: items such as crock pot, electric grill (George Forman type indoor table top grill), electric skillet, etc

Large Electricity: Refrigerators, electric heater, microwaves, coolers, etc

Storage is for 3 days a week (Wednesday, Thursday, and Friday

Disregard the $88.00 dollars. We have to do everything by hand and Brenda and I went back through and she had gotten you mixed up with another vendor. It was an honest mistake and I apologize for the confusion. You are all paid up for December.

I have tried calling a vendor who could be a partner for you, but I have not heard back from them. Still working on that. Don't worry about missing December 28th as that will be a slow day at the market. All customers have gotten all their food for the holidays and tend to skip the market. You will not be missing anything here.

Please let me know there was something that I forgot to answer.

Also make sure that you are registered in the Marketspread system. I am attaching the directions to this email. They provide step-by-step instructions.

Have a great day and we will see you Saturday,

Take care,

Amie

Amie Newsome | Market Manager

Charlotte Regional Farmer's Market

1801 Yorkmont Road, Charlotte, NC 28217

Phone: (704) 357-1269 | Fax: (704) 357-0708

Hours: 8:00 am – 5:00 pm Wednesday through Sunday Year Round

www.charlottefarmersmarket.com

https://www.facebook.com/CharlotteRegionalFarmersMarket/

https://www.instagram.com/charlotteregionalfarmersmarket/

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Tuesday, December 10, 2024 12:13 PM
To: Newsome, Amie <Amie.Newsome@ncagr.gov>
Subject: Re: [External] Market Spread Program/ Fees

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Can I get a price sheet? What is being charged each week with storage and electric and when the prices are in in effect? I see the rates are going down in January. What will the fees be for the year/per month?

This would be for a building C with small appliance electric charge.

As far as payments for us this past year this is what I have. We moved into the building in October and were told we only needed to pay $145 to finish out the month on October 12th. Then we got a bill saying we were underpaid by $88.??

Payments we have made are:

July 13th $185

Aug 10th $148

Sept 7th $148

Oct 5th $55

Oct 12th $145 (we were not at the market October 19th due to our daughters wedding-(scheduled) and then missed again the next week because we had Covid)

Nov 2nd $275

Nov 9th $88

Dec 7th $57

I do not have Brenda's email nor has she been helpful so I would love it if we could get this figured out soon.

Also, I know Ruben talked to you about partnering with another vendor for Sundays but he was not super clear on the details. Would we have to get them to pay us for the space on Sundays and then pay you or do they pay you directly for the Sunday and they are signed up through you? Or how would that part work? What would those price breakdowns be per day with storage and electric etc for each of us?

We asked Pierogies to do our space on Sundays but they are shooting for a Saturday/Sunday spot inside and worry by accepting our Sunday place it would ruin their chances of getting inside for both days. She hasn't said no yet but in case she does do you have a "Spanish Latino Type" vendor who might be interested. They would match better with what we have planned for our decorations. Ruben LOVES decorating and has a grand plan but hasn't put anything up yet since we were uncertain about how things were going to work out.

I put it in the calendar but just so you know we will NOT be at the after Christmas Market on the 28th. We are going to be HOPEFULLY moving into our new building that week. We will likely put up all of our decorations/setup at Regional.

Thanks Amie!

~ Cherai

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On Thu, Dec 5, 2024 at 2:02 PM De La Vega Tortillas <info@dlvtortillas.com> wrote:

> Ok we will partner with someone else if possible. Do you have a list of who we could partner with or do we need to find our own?
>
> Brenda did not help us with our payment request. We did as you suggested and went on the Wednesday BEFORE Thanksgiving and found out the C building is closed on Wednesdays and that no one was really even there. In fact (I think Ruben said it was her) said he told Brenda we weren't going to stay for that Wednesday market since all of our things were inside the building and asked her for a print out of what we have paid so far since I think we were overcharged that $88 in October. She said you don't keep track of that and we had to wait until the end of the year to get any kind of printout. She then told him we owed more money even though we paid for the month, she thought we were there on Sundays (we never have been there on a Sunday) but how would she know if she doesn't keep track? He told her we weren't there on Sundays and she still insisted we owed more money. He told her if she was going to charge us for that few minutes he was there on Wednesday to just use Saturday's payment since we were not going to be there that week. He left pretty mad. So no, she did not help us with anything.
>
> We would love a list of all of our payments you have recorded along with the dates we have been there if you could help us with that it would be great.
>
> ~ Cherai
>
> [Quoted text hidden]
> [Quoted text hidden]
>
> [Quoted text hidden]

2 attachments

Step By Step Marketspread Application.pdf
1092K

Step By Step Marketspread Instructions.pdf
1215K

De La Vega Tortillas <info@dlvtortillas.com> Tue, Dec 10, 2024 at 12:50 PM
To: "Newsome, Amie" <Amie.Newsome@ncagr.gov>

Ok. Thanks for checking on that. So we did pay the $88 already and we paid last week. I know you have to do it by hand but could you send me what you discovered so I can make sure we haven't overpaid for the year.

I guess the only thing I need to know is how payment will work with sharing. Who pays what and to whom?

I have set up my profile. SO MUCH BETTER than your old system. I am working on putting in the information today. When will this go live?

~ Cherai



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[Quoted text hidden]

Newsome, Amie <Amie.Newsome@ncagr.gov> Tue, Dec 10, 2024 at 12:53 PM
To: De La Vega Tortillas <info@dlvtortillas.com>

I will send the payments you have made in just a minute. I got to pull them all down. I will get that to you today. Did not know you already paid the $88.00.

You will be responsible for paying for Saturday and Sunday. Storage fees will be waved for all vendors who are sharing a booth.

System goes live to public on January 2nd the first day the market is open in the new year.

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Tuesday, December 10, 2024 12:50 PM
To: Newsome, Amie <Amie.Newsome@ncagr.gov>
Subject: Re: [External] Market Spread Program/ Fees

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~ Cherai

[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

De La Vega Tortillas <info@dlvtortillas.com> Tue, Dec 10, 2024 at 12:57 PM
To: "Newsome, Amie" <Amie.Newsome@ncagr.gov>

Ok thanks,
So we will need to collect from whomever we are sharing with or make sure they pay you when they come in at the gate, but it will be under our name?



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[Quoted text hidden]

Newsome, Amie <Amie.Newsome@ncagr.gov> Tue, Dec 10, 2024 at 12:59 PM
To: De La Vega Tortillas <info@dlvtortillas.com>

No both parties will pay the market. You don't collect anything from them. Both companies will pay for Saturday and Sunday usage of the Variety Shoppes and neither company will pay for storage. This is so we can market both companies on the Marketspread system.

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Tuesday, December 10, 2024 12:58 PM
To: Newsome, Amie <Amie.Newsome@ncagr.gov>
Subject: Re: [External] Market Spread Program/ Fees

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Ok thanks,

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[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

De La Vega Tortillas <info@dlvtortillas.com> Tue, Dec 10, 2024 at 1:01 PM
To: "Newsome, Amie" <Amie.Newsome@ncagr.gov>

Ok, thanks for the clarification. That sounds better!

~ Cherai



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[Quoted text hidden]

Newsome, Amie <Amie.Newsome@ncagr.gov>
To: "info@dlvtortillas.com" <info@dlvtortillas.com>

Here are all the payments we have for you:

8/10/2024	**55888**	**DE LA VEGA TORTILLAS**		**$148.00**
9/7/2024	**57023**	**DE LA VEGA TORTILLAS**		**$148.00**
10/5/2024	**57317**	**DE LA VEGA TORTILLAS**	**$55.00**	
10/12/2024	**57401**	**DE LA VEGA TORTILLAS**	**$145.00**	
11/2/2024	**59633**	**DE LA VEGA TORTILLAS**		**$275.00**
11/9/2024	**59689**	**DE LA VEGA TORTILLAS**	**$88.00**	
7/13/2024	**55597**	**DE LA VEGA TORTILLAS**	**$185.00**	

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Sent: Tuesday, December 10, 2024 1:00 PM
To: De La Vega Tortillas <info@dlvtortillas.com>
Subject: RE: [External] Market Spread Program/ Fees

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Amie

Amie Newsome | Market Manager

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1801 Yorkmont Road, Charlotte, NC 28217

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I put it in the calendar but just so you know we will NOT be at the after Christmas Market on the 28th. We are going to be HOPEFULLY moving into our new building that week. We will

Thanks Amie!

~ Cherai

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On Thu, Dec 5, 2024 at 2:02 PM De La Vega Tortillas <info@dlvtortillas.com> wrote:

> Ok we will partner with someone else if possible. Do you have a list of who we could partner with or do we need to find our own?
>
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> We would love a list of all of our payments you have recorded along with the dates we have been there if you could help us with that it would be great.
>
> ~ Cherai

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Co-Owners, De La Vega Tortillas LLC

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704-628-1717

Indian Trail, NC 28079

On Thu, Dec 5, 2024 at 10:45 AM Newsome, Amie <Amie.Newsome@ncagr.gov> wrote:

> Hello Ruben and Cherai,
>
> I hope this message finds you and your family well. I apologize for the delay in responding, as I have been dealing with some medical issues recently. I have r
> will be implemented in January, and unfortunately, there are no religious exemptions available.
>
> I understand and respect your beliefs regarding not working on Sundays. With that in mind, I wanted to present you with two options moving forward:
>
> 1. You can continue to operate in the Variety Shoppes by partnering with another company to share your booth space on Saturdays and Sundays. The part
> you the option to not attend the market on Sundays. You will be responsible for paying for Saturdays and Sundays, but not for storage on Wednesday, Th
> free to reach out to me if you need assistance in finding a suitable partner company. Several other vendors are choosing this option as a way to support
> involved.
> 2. If you prefer not to share your booth space, we can arrange for you to have a space in the Greenery Shed. There you can choose to attend the market o
> the option to leave items in the rented space and will just pay storage like you do now.
>
> All applications are good January 1st through December 31st each year, requiring all vendors to reapply to the market annually. These are the new rules that wi
> me know which option works best for you, and I will do my best to accommodate your needs.
>
> Brenda stated that she has also assisted you with the financial question that you also inquired about.
>
> Thank you for your understanding.
>
> Best Regards,
>
> Amie

Amie Newsome | Market Manager

Charlotte Regional Farmer's Market

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https://www.instagram.com/charlotteregionalfarmersmarket/

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Thursday, November 14, 2024 10:38 AM
To: Newsome, Amie <Amie.Newsome@ncagr.gov>
Subject: [External] Market Spread Program/ Fees

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar

Hello Amie,

I hope you are well. Please see attached letter addressed to you and whomever it may need to go too. Please let me know if you have any more questions regarding the letter or if we

Also could you send me an accounting of payments/fees we have paid thus far. We were told to pay $145 for October since we started half a month and then we got a letter saying we
they said they would look into it and that they were not sure why that was sent. I just want to make sure we are correct on payments.

Ruben and Cherai Gomez
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Indian Trail, NC 28079

De La Vega Tortillas <info@dlvtortillas.com> Wed, Dec 11, 2024 at 10:47 AM
To: "Newsome, Amie" <Amie.Newsome@ncagr.gov>

Ok so it looks the only one missing is the one from last week for $57. So are we good for December then? Will you let Brenda know so she does not give Ruben a hard time?
I understand people make mistakes, I do it all the time! It was the way she went about it and so rude and insistent she was right that was very unprofessional.

Hopefully the new system you are getting will help you more so you don't have to do everything by hand.

Thanks for your help in getting this all settled.

~ Cherai

Ruben and Cherai Gomez
Co-Owners, De La Vega Tortillas LLC

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Indian Trail, NC 28079

[Quoted text hidden]

Newsome, Amie <Amie.Newsome@ncagr.gov>
To: De La Vega Tortillas <info@dlvtortillas.com>

Hi Cherai,

I have already spoken with her and you are covered for the next two week. I apologize for what happened. Yes the new program will help us out tremendously.

Have an amazing day,

Amie

Amie Newsome | Market Manager

Charlotte Regional Farmer's Market

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From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Wednesday, December 11, 2024 10:47 AM
To: Newsome, Amie <Amie.Newsome@ncagr.gov>
Subject: Re: FW: [External] Market Spread Program/ Fees

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Indian Trail, NC 28079

On Wed, Dec 11, 2024 at 9:51 AM Newsome, Amie <Amie.Newsome@ncagr.gov> wrote:

> Here are all the payments we have for you:
>
> | | | | | |
> |---|---|---|---|---|
> | **8/10/2024** | **55888** | **DE LA VEGA TORTILLAS** | | **$148.00** |
> | **9/7/2024** | **57023** | **DE LA VEGA TORTILLAS** | | **$148.00** |
> | **10/5/2024** | **57317** | **DE LA VEGA TORTILLAS** | **$55.00** | |
> | **10/12/2024** | **57401** | **DE LA VEGA TORTILLAS** | **$145.00** | |
> | **11/2/2024** | **59633** | **DE LA VEGA TORTILLAS** | | **$275.00** |
> | **11/9/2024** | **59689** | **DE LA VEGA TORTILLAS** | **$88.00** | |
> | **7/13/2024** | **55597** | **DE LA VEGA TORTILLAS** | **$185.00** | |

From: Newsome, Amie
Sent: Tuesday, December 10, 2024 1:00 PM
To: De La Vega Tortillas <info@dlvtortillas.com>
Subject: RE: [External] Market Spread Program/ Fees

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System goes live to public on January 2nd the first day the market is open in the new year.

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Tuesday, December 10, 2024 12:50 PM
To: Newsome, Amie <Amie.Newsome@ncagr.gov>
Subject: Re: [External] Market Spread Program/ Fees

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Ok. Thanks for checking on that. So we did pay the $88 already and we paid last week. I know you have to do it by hand but could you send me what you discovered so I can make sure we

I guess the only thing I need to know is how payment will work with sharing. Who pays what and to whom?

I have set up my profile. SO MUCH BETTER than your old system. I am working on putting in the information today. When will this go live?

~ Cherai

Ruben and Cherai Gomez
Co-Owners, De La Vega Tortillas LLC

info@dlvtortillas.com

www.DLVTortillas.com

704-628-1717

704-628-1717

Indian Trail, NC 28079

On Tue, Dec 10, 2024 at 12:27 PM Newsome, Amie <Amie.Newsome@ncagr.gov> wrote:

Chargeable Item	Number	Fee Per Item	Cost
Daily Selling Space (April – December)	2	$35.00	$70.00
Daily Selling Space (January – March)	2	$25.00	$50.00
Daily Small Electricity (Crock Pot, etc.)		$1.00	
Daily Large Electricity (Refrigerators, etc.)		$2.00	
Daily Storage in Rental Space (A, C, E)	3	$5.00	$15.00
Daily Market Grounds Storage			
Adjacent Outdoor Space			
Forklift Usage			
½ Space (April – December)			
½ Space (January – March)			
		Total Fees	

Daily Selling Space is for Saturdays and Sundays so you pay $70.00 per week in winter and $50.00 per week rest of year

Small Electricity: items such as crock pot, electric grill (George Forman type indoor table top grill), electric skillet, etc

Large Electricity: Refrigerators, electric heater, microwaves, coolers, etc

Storage is for 3 days a week (Wednesday, Thursday, and Friday

Disregard the $88.00 dollars. We have to do everything by hand and Brenda and I went back through and she had gotten you mixed up with another vendor. It w confusion. You are all paid up for December.

I have tried calling a vendor who could be a partner for you, but I have not heard back from them. Still working on that. Don't worry about missing December 28th customers have gotten all their food for the holidays and tend to skip the market. You will not be missing anything here.

Please let me know there was something that I forgot to answer.

Also make sure that you are registered in the Marketspread system. I am attaching the directions to this email. They provide step-by-step instructions.

Have a great day and we will see you Saturday,

Take care,

Amie

Amie Newsome | Market Manager

Charlotte Regional Farmer's Market

1801 Yorkmont Road, Charlotte, NC 28217

Phone: (704) 357-1269 | Fax: (704) 357-0708

Hours: 8:00 am – 5:00 pm Wednesday through Sunday Year Round

www.charlottefarmersmarket.com

https://www.facebook.com/CharlotteRegionalFarmersMarket/

https://www.instagram.com/charlotteregionalfarmersmarket/

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Tuesday, December 10, 2024 12:13 PM
To: Newsome, Amie <Amie.Newsome@ncagr.gov>
Subject: Re: [External] Market Spread Program/ Fees

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar or

Can I get a price sheet? What is being charged each week with storage and electric and when the prices are in in effect? I see the rates are going down in January. What will the fees be

This would be for a building C with small appliance electric charge.

As far as payments for us this past year this is what I have. We moved into the building in October and were told we only needed to pay $145 to finish out the month on October 12th. T

Payments we have made are:

July 13th $185

Aug 10th $148

Sept 7th $148

Oct 5th $55

Oct 12th $145 (we were not at the market October 19th due to our daughters wedding-(scheduled) and then missed again the next week because we had Covid)

Nov 2nd $275

Nov 9th $88

Dec 7th $57

I do not have Brenda's email nor has she been helpful so I would love it if we could get this figured out soon.

Also, I know Ruben talked to you about partnering with another vendor for Sundays but he was not super clear on the details. Would we have to get them to pay us for the space on Sur
Sunday and they are signed up through you? Or how would that part work? What would those price breakdowns be per day with storage and electric etc for each of us?

We asked Pierogies to do our space on Sundays but they are shooting for a Saturday/Sunday spot inside and worry by accepting our Sunday place it would ruin their chances of getting
does do you have a "Spanish Latino Type" vendor who might be interested. They would match better with what we have planned for our decorations. Ruben LOVES decorating and has
uncertain about how things were going to work out.

I put it in the calendar but just so you know we will NOT be at the after Christmas Market on the 28th. We are going to be HOPEFULLY moving into our new building that week. We w

Thanks Amie!

~ Cherai

Ruben and Cherai Gomez
Co-Owners, De La Vega Tortillas LLC

info@dlvtortillas.com

www.DLVTortillas.com

704-628-1717

704-628-1717

Indian Trail, NC 28079

On Thu, Dec 5, 2024 at 2:02 PM De La Vega Tortillas <info@dlvtortillas.com> wrote:

> Ok we will partner with someone else if possible. Do you have a list of who we could partner with or do we need to find our own?
>
> Brenda did not help us with our payment request. We did as you suggested and went on the Wednesday BEFORE Thanksgiving and found out the C building is closed on Wednesday
> Ruben said it was her) said he told Brenda we weren't going to stay for that Wednesday market since all of our things were inside the building and asked her for a print out of what w
> $88 in October. She said you don't keep track of that and we had to wait until the end of the year to get any kind of printout. She then told him we owed more money even though w
> Sundays (we never have been there on a Sunday) but how would she know if she doesn't keep track? He told her we weren't there on Sundays and she still insisted we owed more mo
> minutes he was there on Wednesday to just use Saturday's payment since we were not going to be there that week. He left pretty mad. So no, she did not help us with anything.
>
> We would love a list of all of our payments you have recorded along with the dates we have been there if you could help us with that it would be great.
>
> ~ Cherai

Ruben and Cherai Gomez
Co-Owners, De La Vega Tortillas LLC

info@dlvtortillas.com

www.DLVTortillas.com

704-628-1717

704-628-1717

Indian Trail, NC 28079

On Thu, Dec 5, 2024 at 10:45 AM Newsome, Amie <Amie.Newsome@ncagr.gov> wrote:

> Hello Ruben and Cherai,
>
> I hope this message finds you and your family well. I apologize for the delay in responding, as I have been dealing with some medical issues recently. I hav will be implemented in January, and unfortunately, there are no religious exemptions available.
>
> I understand and respect your beliefs regarding not working on Sundays. With that in mind, I wanted to present you with two options moving forward:
>
> 1. You can continue to operate in the Variety Shoppes by partnering with another company to share your booth space on Saturdays and Sundays. The pa you the option to not attend the market on Sundays. You will be responsible for paying for Saturdays and Sundays, but not for storage on Wednesday, free to reach out to me if you need assistance in finding a suitable partner company. Several other vendors are choosing this option as a way to suppo involved.
> 2. If you prefer not to share your booth space, we can arrange for you to have a space in the Greenery Shed. There you can choose to attend the market the option to leave items in the rented space and will just pay storage like you do now.
>
> All applications are good January 1st through December 31st each year, requiring all vendors to reapply to the market annually. These are the new rules that me know which option works best for you, and I will do my best to accommodate your needs.
>
> Brenda stated that she has also assisted you with the financial question that you also inquired about.
>
> Thank you for your understanding.
>
> Best Regards,
>
> Amie
>
> Amie Newsome | Market Manager
>
> Charlotte Regional Farmer's Market
>
> 1801 Yorkmont Road, Charlotte, NC 28217
>
> Phone: (704) 357-1269 | Fax: (704) 357-0708
>
> Hours: 8:00 am – 5:00 pm Wednesday through Sunday Year Round
>
> www.charlottefarmersmarket.com
>
> https://www.facebook.com/CharlotteRegionalFarmersMarket/
>
> https://www.instagram.com/charlotteregionalfarmersmarket/

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Thursday, November 14, 2024 10:38 AM

To: Newsome, Amie <Amie.Newsome@ncagr.gov>
Subject: [External] Market Spread Program/ Fees

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu b

Hello Amie,

I hope you are well. Please see attached letter addressed to you and whomever it may need to go too. Please let me know if you have any more questions regarding the letter or if v

Also could you send me an accounting of payments/fees we have paid thus far. We were told to pay $145 for October since we started half a month and then we got a letter saying they said they would look into it and that they were not sure why that was sent. I just want to make sure we are correct on payments.

Ruben and Cherai Gomez
Co-Owners, De La Vega Tortillas LLC

info@dlvtortillas.com

www.DLVTortillas.com

704-628-1717

704-628-1717

Indian Trail, NC 28079

De La Vega Tortillas <info@dlvtortillas.com> Mon, Dec 16, 2024 at 9:19 AM
To: Rubén Gomez De La Vega <linguistatlife@gmail.com>

~ Cherai

Ruben and Cherai Gomez
De La Vega Tortillas LLC Co-Owners
Phone: 704-628-1717
Email: info@dlvtortillas.com
www.DLVTortillas.com

---------- Forwarded message ---------
From: **Newsome, Amie** <Amie.Newsome@ncagr.gov>
[Quoted text hidden]
[Quoted text hidden]
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[Quoted text hidden]

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> > > > [Quoted text hidden]
> > >
> > > On Thu, Dec 5, 2024 at 10:45 AM Newsome, Amie <Amie.Newsome@ncagr.gov> wrote:
> > >
> > > > Hello Ruben and Cherai,
> > > >
> > > > I hope this message finds you and your family well. I apologize for the delay in responding, as I have been dealing with some medical issues recently. I have reviewed your letter regarding the new rules that will be implemented in January, and unfortunately, there are no religious exemptions available.
> > > >
> > > > I understand and respect your beliefs regarding not working on Sundays. With that in mind, I wanted to present you with two options moving forward:
> > > >
> > > > 1. You can continue to operate in the Variety Shoppes by partnering with another company to share your booth space on Saturdays and Sundays. The partner company can then operate on Sundays, giving you the option to not attend the market on Sundays. You will be responsible for pa

EXHIBIT E

De La Vega Tortillas <info@dlvtortillas.com>

Formal Request for Religious Accommodation and Notice of Discriminatory Treatment

1 message

De La Vega Tortillas <info@dlvtortillas.com> Mon, Oct 20, 2025 at 11:31 AM
To: "Newsome, Amie" <amie.newsome@ncagr.gov>
Cc: Peter.Thornton@ncagr.gov, Steve.Troxler@ncagr.gov, De La Vega Tortillas <info@dlvtortillas.com>, ruben@dlvtortillas.com

Dear Ms. Newsome,

We are writing on behalf of **De La Vega Tortillas LLC**, a family-owned North Carolina business and vendor in **Building C, Space 26** at the Charlotte Regional Farmers Market. Although we have been in this space for only one year, we have consistently demonstrated reliability and professionalism — **never missing a single Saturday market** and **always paying our vendor fees on time**. We have built a strong and loyal customer base, with typical Saturday sales between **$2,000 and $5,000**, and many shoppers visit the market specifically to purchase our fresh tortillas and chips.

At the vendor meeting held on **October 18, 2025**, you announced that beginning **January 2026**, all vendors will be required to operate on both **Saturdays and Sundays**, and that booth-sharing will no longer be permitted. When I respectfully asked whether our business could continue our current Saturday-only schedule due to our **religious observance of Sunday as the Sabbath**, you stated that "it is a privilege, not a right to be here," and that our only option would be to relocate to an outdoor area near the plant section — an area with much lower foot traffic and inconsistent vendor placement.

We must respectfully state that this policy and the accompanying statement appear to **violate our right to a reasonable religious accommodation** under both **Title VII of the Civil Rights Act of 1964** and the **North Carolina Religious Freedom Restoration Act**. As a **state-run facility**, the Charlotte Regional Farmers Market has an obligation to avoid placing undue burdens on vendors' sincerely held religious beliefs when a reasonable accommodation exists.

Our Saturday-only schedule — and the previously approved booth-sharing arrangement — have functioned smoothly for both the market and our customers without any operational hardship. Denying us this accommodation or relegating us to an inferior location would cause severe and unnecessary financial harm to our small business, its employees, and the loyal customers who depend on us each week.

Accordingly, we are **formally requesting** that **De La Vega Tortillas LLC** be granted a **religious accommodation** allowing us to continue operating on **Saturdays only** in our current location, consistent with our faith and our proven record of reliability, compliance, and contribution to the market's success.

We also respectfully request written confirmation from the **North Carolina Department of Agriculture & Consumer Services** that this accommodation will be honored and that our business will not be penalized or relocated for observing our Sabbath.

Thank you for your time and attention to this important matter. We value our relationship with the Charlotte Regional Farmers Market and wish to continue contributing positively under a fair and lawful arrangement that respects our sincerely held beliefs.

Sincerely,
Cherai and Ruben Gomez
Owners, De La Vega Tortillas LLC

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

EXHIBIT F

De La Vega Tortillas <info@dlvtortillas.com>

2026 Charlotte Regional Farmers Market

8 messages

Charlotte Regional Farmers Market <charlotte-regional-farmers-market-5zq@messenger.marketspread.com> Thu, Oct 30, 2025 at 3:28 PM
Reply-To: Charlotte Regional Farmers Market <notify@messenger.marketspread.com>
To: De La Vega Tortillas <info@dlvtortillas.com>, Ruben Gomez <linguistatlife@gmail.com>

Dear Valuable Vendors,
Thank you for making 2025 a fantastic year at the Charlotte Regional Farmers Market. We truly appreciate your partnership and dedication to bringing fresh, local products to our community. As we prepare for the upcoming season, we're excited to invite you to apply for the 2026 Season in the "Variety Shoppes" building.
To Apply:

1. Log into your account on www.marketspread.com
2. Go to the Dashboard and click on Application
3. You will search for the 2026 Charlotte Regional Farmers Market application
4. Use the password **GottoBeNC.** To access the application
    1. Please do not share this password with others. The application is only open to current vendors. New vendors will be given access in 2026.
5. Upon completion of the application you will be sent an email with directions for the next step

If you have any questions or need assistance, feel free to contact me:

- Email: amie.newsome@ncagr.gov
- Office: 704-357-1269

Attached to this email you will find the 2026 guidelines and the minutes from the meeting held earlier this month. Thank you again for your hard work and for helping make our market a vibrant and welcoming place for all.
Sincerely,
Amie Newsome
Market Manager
Charlotte Regional Farmers Market

—
You are receiving this because "Marketspread" received an email.
Reply to this email directly or through the application.

2 attachments

C. Buidling Update 2026.docx
19K

2026 Variety Shoppes.docx
37K

De La Vega Tortillas <info@dlvtortillas.com> Thu, Oct 30, 2025 at 3:32 PM
To: ruben@dlvtortillas.com

~ Cherai

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

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2 attachments

C. Buidling Update 2026.docx
19K

2026 Variety Shoppes.docx
37K

De La Vega Tortillas <info@dlvtortillas.com> Wed, Nov 5, 2025 at 9:10 AM
To: Charlotte Regional Farmers Market <notify@messenger.marketspread.com>, "Newsome, Amie" <amie.newsome@ncagr.gov>
Cc: Peter.Thornton@ncagr.gov, Steve.Troxler@ncagr.gov, ruben@dlvtortillas.com

Hi Amie,

Thank you for sending the 2026 application information.

Attached is our 2026 renewal request and continuation of the same accommodation that the market arranged and that worked successfully throughout 2025.

As you know, we operated in Building C under the booth-sharing accommodation you provided, paid for Sundays, attended Saturdays, and the arrangement created no issue or hardship for the market or fellow vendors. We are requesting continuation of that successful setup.

Because the form includes language requiring agreement to Sunday attendance — which conflicts with our sincerely-held religious belief and the previously approved accommodation — we are submitting our renewal here in writing instead. We are happy to complete any additional steps or neutral-language paperwork needed without waiving our religious rights.

Thank you for confirming receipt and renewal under our existing accommodation. We look forward to continuing to serve our loyal customers and support the Charlotte Regional Farmers Market.

Warm regards,
Ruben & Cherai Gomez
De La Vega Tortillas LLC — Booth C-26
info@dlvtortillas.com (704) 628-1717

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

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2026_Renewal_Accommodation_Request.pdf
321K

Thornton, Peter <peter.thornton@ncagr.gov> Fri, Nov 7, 2025 at 3:18 PM
To: De La Vega Tortillas <info@dlvtortillas.com>
Cc: "Atkinson, Tad" <Tad.Atkinson@ncagr.gov>, "Newsome, Amie" <Amie.Newsome@ncagr.gov>

Dear Mr. and Mrs. Gomez,

Allow me to introduce myself as your request was forwarded to me since I am responsible for Farmers Markets.

Thank you for your message and for your continued participation at the Charlotte Regional Farmers Market.

We appreciate your commitment to the market and your efforts throughout the 2025 season. However, we want to clarify that the Charlotte Farmers Market is a receipt-supported operation and is run as a business. As such, we must apply our policies consistently across all vendors to ensure fairness and operational integrity.

We will not be making an exception to our current vendor attendance requirements. While we respect your sincerely held beliefs, we must reiterate that all vendors are expected to adhere to the same guidelines.

We understand that Amie, the market manager, has offered an alternative space that can accommodate your needs while remaining within our established policies. We encourage you to consider this option as a way to continue your valued presence at the market.

Thank you again for your understanding.

Sincerely,

Tad Atkinson

Assist. Director Farmers Markets & Ag. Centers

919-818-6709

Peter Thornton

Marketing Director
North Carolina Department of Agriculture and Consumer Services
2 West Edenton St.
Raleigh, NC 27601

Cell: +1 919.218.5713

Email: Peter.Thornton@ncagr.gov

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties

---

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Wednesday, November 5, 2025 9:10 AM
To: Charlotte Regional Farmers Market <notify@messenger.marketspread.com>; Newsome, Amie <Amie.Newsome@ncagr.gov>
Cc: Thornton, Peter <peter.thornton@ncagr.gov>; Troxler, Steve <steve.troxler@ncagr.gov>; ruben@dlvtortillas.com
Subject: [External] Re: 2026 Charlotte Regional Farmers Market

You don't often get email from info@dlvtortillas.com. Learn why this is important

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image001.png
990K

De La Vega Tortillas <info@dlvtortillas.com> Fri, Nov 7, 2025 at 3:23 PM
To: ruben@dlvtortillas.com

~ Cherai

Ruben and Cherai Gomez

De La Vega Tortillas LLC Co-Owners
Phone: 704-628-1717
Email: info@dlvtortillas.com
www.DLVTortillas.com
[Quoted text hidden]



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990K

De La Vega Tortillas <info@dlvtortillas.com> Mon, Nov 10, 2025 at 10:09 AM
To: "Thornton, Peter" <peter.thornton@ncagr.gov>
Cc: "Atkinson, Tad" <Tad.Atkinson@ncagr.gov>, "Newsome, Amie" <Amie.Newsome@ncagr.gov>, ruben@dlvtortillas.com, Steve.Troxler@ncagr.gov

Hi Mr. Atkinson,

Thank you for your response and for taking the time to review our request.

We want to clarify that we are not seeking special treatment or an exemption from market rules. We are requesting a religious accommodation, which—under federal and state law—is handled through an individualized assessment and a good-faith effort to reasonably accommodate unless a specific undue hardship is identified. This process is the same framework used for disability accommodations.

Regarding your statement that the Charlotte Regional Farmers Market is “a receipt-supported operation and is run as a business,” we understand the market must cover its operating costs and apply its policies consistently. However, being a receipt-supported business operation does not exempt a state-run facility from the requirement to provide religious accommodations, just as it does not exempt it from disability accommodations.
If “uniform rules for everyone” were sufficient grounds to deny accommodations, no accommodations of any kind would ever be granted, and the law is clear that this is not permitted.

Importantly, the accommodation the market arranged for us in 2025 already demonstrated that our participation can fully comply with the market’s operational goals without hardship:

• We attended every Saturday.
• Our approved partner vendor staffed Sundays.
• We paid the full rental rate for both Saturday and Sunday.
• Our booth never sat empty.
• Surrounding vendors benefited from the increased foot traffic we bring.

This was a functioning, fair, fully paid-for accommodation that supported the market’s attendance goals and operated smoothly for the entire season.

We are simply requesting to continue this same, proven arrangement for 2026.

Relocating us to an outdoor or alternate space is not a comparable accommodation. It is a significant downgrade that would severely affect customer access, sales, and continuity, and would effectively penalize us for observing our religious Sabbath.

In accordance with the required accommodation process for a state agency, we respectfully request:

1. An individualized written assessment identifying any specific undue hardship that would be caused by continuing the 2025 arrangement;
2. A brief meeting or call within seven (7) business days to engage in the interactive process; and
3. Interim continuation of the 2025 accommodation through January 31, 2026, while that assessment is completed.

We value the Charlotte Regional Farmers Market and have invested heavily in building a large, loyal customer base that benefits the market as a whole. We want to continue contributing positively under an arrangement that has already been proven workable and fair.

We appreciate your attention to this matter and remain available at your convenience.

Warm regards,
Cherai & Ruben Gomez
De La Vega Tortillas LLC – Booth C-26
(704) 628-1717 | info@dlvtortillas.com

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

[Quoted text hidden]

De La Vega Tortillas <info@dlvtortillas.com> Tue, Nov 18, 2025 at 11:24 AM
To: "Thornton, Peter" <peter.thornton@ncagr.gov>
Cc: "Atkinson, Tad" <Tad.Atkinson@ncagr.gov>, "Newsome, Amie" <Amie.Newsome@ncagr.gov>, ruben@dlvtortillas.com, Steve.Troxler@ncagr.gov

Dear Mr. Atkinson,

I hope you are well. I am writing to follow up on our email of November 10th, 2025 which, according to read receipts, has been reviewed multiple times but has not yet received a response.

We want to confirm the status of our request for an individualized assessment and continuation of the arrangement used throughout 2025. As noted previously, we are not seeking an exemption, but a reasonable accommodation similar to those that are regularly provided in other legally protected contexts, such as disability.

We remain fully willing to:
• attend every Saturday,
• pay for Saturdays and Sundays, and
• ensure the booth is fully staffed on Sundays by our approved partner vendor.

We respectfully request an update on:

1. the status of our accommodation review, and

2. whether the Department intends to engage in the interactive process required for these types of requests.

We appreciate your time and look forward to your response.

Warm regards,
Cherai & Ruben Gomez
De La Vega Tortillas LLC – Booth C-26
(704) 628-1717

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

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Atkinson, Tad <Tad.Atkinson@ncagr.gov> Thu, Nov 20, 2025 at 12:04 PM
To: De La Vega Tortillas <info@dlvtortillas.com>

Dear Mr. and Mrs. Gomez,

I along with the Charlotte Farmers Market management and executive leadership' have reviewed your request and have determined that we must apply our policies consistently across all vendors to ensure fairness and operational integrity. We will not be making an exception to our current vendor attendance requirements.

Thank you

Tad Atkinson

Assistant Director Farmers Markets

919-818-6709

[Quoted text hidden]

EXHIBIT G

FSU | FIRST AMENDMENT CLINIC

February 20, 2026

Via Email and Certified Mail

Tad Atkinson,
Assistant Director State Farmers Markets & Agricultural Centers
2 West Edenton St.
Raleigh, North Carolina 27601

Re: *Unconstitutional Treatment of Religious Vendors by the North Carolina Department of Agriculture and Consumer Services and the Charlotte Regional Farmers Market*

Dear Mr. Atkinson,

We write on behalf of De La Vega Tortillas, LLC ("De La Vega Tortillas"), seeking reversal of the unconstitutional application of the 2026 Building "C" Vendor Operational Guidelines ("Guidelines"). De La Vega Tortillas is a long-standing and popular vendor at the Charlotte Regional Farmers Market ("Market"), and is owned and operated by Cherai and Ruben Gomez ("Gomezes"). The Gomezes' family-owned business has operated in compliance with Market rules while adhering to sincerely held religious beliefs that require Sabbath observance on Sundays. For the Gomezes, Sunday is a day reserved for worship and rest, and they do not (or do they force their employees to) engage in commercial activity on that day. *Exodus* 20:8-11 (King James Version).

The North Carolina Department of Agriculture and Consumer Services ("NCDA&CS") and the Market are violating the First Amendment to the United States Constitution by imposing a burden on religious practices and exhibiting bias against religious beliefs in the application of policy. Specifically, the Guidelines require vendors to operate their booths on Saturdays and Sundays, burdening religious observance of the Sabbath.

As a state-sponsored and state-operated market, the vendor policies and enforcement decisions constitute state action and must comply with the constitutional limitations on government action that burden religious exercise. The Market's failure to perform an individualized assessment of our client's good-faith effort to adhere to the rules—despite the policy's express authorization of such discretion—is a violation of the Free Exercise Clause. Moreover, refusing to grant the religious accommodation request in light of the policy's existing exception for produce farmers is a display of religious animus.

To ensure compliance with fundamental constitutional rights, we respectfully request that the Market allow De La Vega Tortillas to operate its own booth space

in Building "C" on Saturdays. De La Vega Tortillas is prepared to continue paying the full weekend rental fee, to allow the Market to use its booth on Sundays when De La Vega Tortillas is not there, and to comply with all other applicable Market rules and requirements.

Alternatively, at a minimum, the Market should immediately reinstate De La Vega Tortillas' previous 2025 Building "C" accommodation agreement. Under that arrangement, the Market would allow De La Vega Tortillas to resume operating a shared booth space in Building "C" on Saturdays while refraining from operation on Sundays. De La Vega Tortillas would continue to pay the full rental fee for both Saturdays and Sundays, and the approved partner vendor would continue to operate on Sundays, ensuring that the booth is never empty.

As De La Vega Tortillas seeks to maintain a respectful relationship with the Market, we would be happy to discuss this matter with you if there are alternative accommodations that may better suit your interests while ensuring adherence to the Constitution. If no response is received by Friday, February 27th, we will have no choice but to pursue legal action.

Factual Background

Despite the Market adopting a policy in 2025 requiring vendors to operate on both Saturday and Sunday, De La Vega Tortillas was permitted to operate out of Building "C" on Saturdays while refraining from Sunday operations. The Market had implemented a booth-splitting arrangement for vendors; under this accommodation, De La Vega Tortillas shared its assigned booth space with an approved partner vendor who operated the booth on Sundays. De La Vega Tortillas and its partner vendor each paid the full booth rental fee for both Saturdays and Sundays, and the booth remained continuously occupied and operational throughout the weekend. This arrangement fully satisfied the Market's operational interests, ensured no booth was left empty on Sundays, provided the Market with an economic windfall, and allowed De La Vega Tortillas to permanently operate within Building "C" without the Gomezes compromising their faith.

For 2026, the Market adopted Guidelines, requiring vendors to operate their booths on both Saturdays and Sundays. The Guidelines provide that "[a]ll vendors will be required to sell both Saturdays and Sundays year round," while also expressly stating that "[e]xceptions will be made for produce farmers." In addition, the Guidelines reserve broad discretion to the Market Manager to determine eligibility and enforcement, including authority to consider a vendor's history of cooperation and good-faith efforts to comply with Market rules.

Despite this discretionary framework, and despite De La Vega Tortillas' successful compliance under the prior year's accommodation, the Market refused to renew De La Vega Tortillas' existing accommodation for the 2026 market year.

When the new Guidelines were sent out, De La Vega Tortillas' owners emailed Ms. Newsome, the Market Manager, to request a continuation of the 2025 booth-sharing accommodation. In your response on November 7, 2025, you acknowledged that policy must be applied "consistently across all vendors to ensure fairness and operational integrity." De La Vega Tortillas' owners replied, clarifying that the business was seeking a continuation of the successful accommodation provided the prior year and requesting an individualized assessment to ensure a good-faith accommodation was provided. In your response on November 20, you declined their requested exemption once again, citing "fairness and operational integrity." At no point did market management conduct an individualized assessment of De La Vega Tortillas' circumstances, consider De La Vega Tortillas' history of compliance and cooperation, or explain why the prior accommodation could no longer satisfy the Market's interests.

Instead, the Market offered De La Vega Tortillas the option to operate in "The Greenery," an outdoor section of the Market where vendors do not receive permanent booth assignments and are subject to first-come, first-served placement that does not guarantee a selling space on any given day. The Greenery is located more than 300 yards away from Building "C," separated from the primary grocery section of the Market. This section primarily attracts patrons who drive specifically to purchase and pick up plants, and does not receive the regular foot traffic of patrons shopping for food vendors. Moreover, customers must detour to reach The Greenery and are often deterred by bad weather, like heavy precipitation or extreme temperatures. The Greenery does not offer a climate-controlled space, and leaves De La Vega Tortillas exposed to heat, cold, and other weather conditions. Inventory and equipment are also exposed to the elements, and electrical access is not guaranteed despite the need to refrigerate products in the summer and maintain appropriate sample temperatures. This alternative materially differs from the benefits of operating in Building "C," where vendors are assigned fixed indoor booths, can store equipment securely, and are easily located by patrons.

As it stands, since January 1, De La Vega Tortillas has been forced to operate in the Greenery section of the Market because relocation was the only way to continue participating after being removed from Building "C" for declining to operate a booth on Sundays. In addition to the operational harm, the forced move has caused reputational damage. Customers and fellow vendors have asked what De La Vega Tortillas "did wrong" to be removed from Building "C," creating the appearance of misconduct or impropriety where none exists. This relocation places De La Vega Tortillas in a significantly worse position solely because of the Gomezes' religious observance.

The Market asserted that the purpose of the revised policy is to promote fairness and operational integrity, as well as consistent vendor presence. But

market patrons have expressed displeasure with De La Vega Tortillas' relocation outdoors, precisely because of its inconsistent placement, which makes the booth harder to find. Plenty of patrons have conveyed their strong support for De La Vega Tortillas, noting that it is a primary draw for their visits to the Market and that some come specifically—and at times exclusively—to purchase their products. The Market has also suggested informally that the policy is intended to avoid empty booths and increase Sunday foot traffic. Yet the Market continues to permit produce farmers to operate under different attendance requirements and previously allowed De La Vega Tortillas' shared-booth arrangement to achieve those same objectives. The Market has offered no explanation for why secular exceptions remain permissible, while De La Vega Tortillas' request for a religious accommodation, one that previously worked without burdening the Market's interests, has been denied.

As a result of the Market's refusal to reinstate the prior accommodation or to consider adequate alternatives, the Gomezes are forced to choose between adherence to their religious beliefs and continued access to the benefits of operating in Building "C." This burden arises not from neutral and evenhanded application of Market rules, but from the selective denial of religious accommodation within a policy that expressly allows secular exceptions and discretion to account for individual circumstances.

Legal Analysis

When a government policy burdens the free exercise of religion, the applicable constitutional analysis turns on whether the relevant policy is neutral and generally applicable or instead allows discretionary exemptions. *Employment Div. v. Smith*, 494 U.S. 872 (1990). A neutral and generally applicable policy must be applied evenly to avoid heightened scrutiny for incidental burdens on religious beliefs or practices. *Id.* By contrast, a policy which permits discretionary individualized assessments or secular exemptions cannot be enforced to burden religious exercise unless it survives strict scrutiny. *Id.* at 873, 884 (citing *Sherbert v. Verner*, 374 U.S. 398 (1963)). A policy will fail strict scrutiny if it is not narrowly tailored to achieve a compelling interest by the least restrictive means. *Fulton v. City of Philadelphia*, 593 U.S. 522, 541 (2021).

The Market's policy requiring vendors in Building "C" to work on Sundays burdens religious exercise for the Gomezes, who own and operate De La Vega Tortillas, and any other vendors who observe Sunday as the Sabbath. Since the Market's policy burdens the Gomezes' free exercise of religion, it must be neutral and generally applicable—and it is not.

The policy is not generally applicable because it awards the Market Manager discretion to decide eligibility for participation and "'invite[s]' the government to consider the particular reasons for a person's conduct by providing 'a mechanism for

individualized exemptions.'" *Fulton*, 593 U.S. at 533 (quoting *Smith*, 494 U.S. at 884 (quoting *Bowen v. Roy*, 476 U.S. 693, 708 (1986)). Further, the policy's secular exemption for produce farmers independently invalidates the claim that it is neutral and generally applicable. When the government permits secular exceptions but refuses to extend the same flexibility to religious exercise, the policy cannot be regarded as neutral. *Fulton*, 593 U.S. at 534-35.

As such, and explained in further detail below, the Market's application of the policy to De La Vega Tortillas is subject to strict scrutiny under the Free Exercise Clause. *Id.* at 541. Because the Market has provided no compelling interest in denying the Gomezes' specific request for a religious accommodation while making exceptions available to others, enforcement of the policy against De La Vega Tortillas fails strict scrutiny and violates the Free Exercise Clause.

Religious Hardship. There is no question that the policy requiring all Building "C" vendors to work on Sundays burdens religious exercise for the Gomezes and all other vendors who observe Sunday as the Sabbath. The decision "forces [them] to choose between following the precepts of [their] religion and forfeiting benefits, on the one hand, and abandoning one of the precepts of [their] religion" to receive the benefit of operating out of Building "C," on the other hand. *Sherbert v. Verner*, 374 U.S. 398 (1963). The fact that selling in the Market is not a "'right' but merely a 'privilege[,]'" does not insulate the Market from liability for burdening religion. *Id.* at 404. It is well established "that the liberties of religion and expression may be infringed by the denial of or placing of conditions upon a benefit or privilege." *Id.*

Further, that De La Vega Tortillas may operate a vendor stand out of "The Greenery" section of the Market is not an adequate alternative to accommodate losing access to the benefits of Building "C." Vendors in Building "C" are assigned to permanent indoor booths where they may lock and store supplies throughout the week, and patrons can easily navigate to the designated spot. But at The Greenery, vendors are outdoors, and their assigned locations change each day they are at the Market on a first-come, first-served basis, subject to the discretion of Market staff. This not only makes it more difficult for patrons to locate De La Vega Tortillas but also eliminates De La Vega Tortillas' ability to keep its business supplies stored onsite and secured throughout the week. Worst of all, the first-come-first-served nature of booth assignment means that vendors in The Greenery are not guaranteed a spot to sell each day they arrive at the Market. This leaves De La Vega Tortillas in a significantly worse position than it was when operating out of Building "C"—all because of adherence to religious beliefs and practice that have never caused an issue in the Market. This is not an adequate alternative.

Individualized Assessment. Because the vendor policy incorporates a "system of individual exemptions," *id.* at 535, made available at the Market Manager's

"ultimate discretion," it cannot be generally applicable. The Guidelines explicitly state, "[i]n utilizing his or her discretion to suspend, revoke, or otherwise terminate a seller's privilege to sell on the market, the Market Manager may consider a seller's history of cooperation with the Market Manager and the seller's *good faith effort* to obey the guidelines and rules of the market. . . . The *ultimate discretion* for eligibility determinations belongs to the Market Manager. . . ." (emphasis added).[1]

Despite the assertion in emails to the Gomezes on November 7 and November 20, 2025, that the Market must apply its policies "consistently across all vendors to ensure fairness and operational integrity," the written policy indicates the Market Manager may use discretion to grant exceptions based on a person's particular circumstances and "good faith effort" to comply with the rules. That a government actor does not presently intend to use its discretion is not sufficient to erase the discretionary nature of the policy.[2] *See Fulton*, 593 at 535. Because this policy gives the Market Manager discretion to grant exceptions based on a person's particular circumstances and good faith effort to comply with the rules, the Market may not "refuse to extend that [exemption] system to cases of 'religious hardship' without compelling reason." *Id.* (citing *Smith*, 494 U.S. at 872, 873, 884).

Existing Secular Exemptions. Facially, the Guidelines are not neutral because, for reasons unknown to our client, produce farmers are excused from following the policy, but De La Vega Tortillas' religious reasons for seeking the same flexibility are categorically rejected. This intentional carve-out reflects the Market's explicit determination that its interests may still be satisfied when

[1] *See Smith*, 494 U.S. at 873, 884 (citing *Sherbert*, 374 U.S. at 401). The law in *Sherbert* provided that an individual would be ineligible for unemployment benefits if "[s]he has failed, *without good cause*, to accept available suitable work when offered. . . ." *Sherbert*, 374 U.S. at 401 (emphasis added). The *Sherbert* Court reasoned that the substantial burden imposed on religious exercise by the policy warranted strict scrutiny. *See id.* at 407. But the *Smith* Court reframed the issue, explaining that strict scrutiny was applicable because the "good cause" exception created a discretionary, individualized process for assessing whether the reason for refusing work was justified. *Smith*, 494 U.S. at 873, 884.

[2] In *Fulton*, the City ceased further referrals to a Catholic foster agency after the agency refused to comply with a non-discrimination provision of their contract based on religious objections. *Fulton*, 593 U.S. at 532. The provision stated, "[p]rovider shall not reject a child or family including, but not limited to, ... prospective foster or adoptive parents, for Services based upon ... their ... sexual orientation ... unless an exception is granted by the Commissioner or the Commissioner's designee, in his/her sole discretion." *Id.* at 535. The Court—acknowledging that the City "made clear that the Commissioner 'ha[d] no intention of granting an exception'"—explained that the policy created a system of individual exemptions made available at the "sole discretion" of the Commissioner, and as such, was subject to strict scrutiny. *Id.* In other words, even the Guidelines' contemplation of discretionary exemptions is enough to require exemptions for religious exercise.

allowing exceptions for vendors with comparable secular reasons for noncompliance. *Tandon v. Newsom*, 593 U.S. 61, 63-64 (2021).[3]

Once the government has determined that its interests can tolerate exceptions for secular reasons, it must explain why religious exercise is treated differently. *Fulton*, 593 U.S. at 542. The presence of a produce-farmer exemption undermines the government's contention that it has a compelling interest in enforcing the policy uniformly, because the exception demonstrates that uniformity is not, in fact, essential. *Id*. With this exception, the Market reveals that it is *not* applying a neutral administrative policy; rather, it is making value judgments pertaining to which reasons for noncompliance are acceptable. While value judgments are a function of the Market Manager's discretion, such judgments become impermissible when they unconstitutionally "devalue[] religious reasons" for non-compliance by "judging them to be of lesser import than nonreligious reasons." *Church of Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 537–38 (1993). The Free Exercise Clause forbids the government from privileging secular motivations while disfavoring religious ones without compelling reasons. *Id.* at 543, 546-47.

Nor can the Market plausibly argue that produce farmers are not "comparable" for the purposes of constitutional analysis. The relevant inquiry is not whether vendors are identical, but whether they are similarly situated with respect to the government's asserted interests. *Tandon*, 593 U.S. at 62. If the Market's interests are ensuring fairness and operational integrity, consistent vendor presence, and Sunday foot traffic; then all vendors in Building "C" are similarly situated to pose risks to achieving those interests, and as such, are comparable for purposes of constitutional analysis.

Moreover, the Supreme Court has stressed that even "subtle departures from neutrality" violate the Free Exercise Clause, and thus "upon even slight suspicion that proposals for state intervention stem from animosity to religion or distrust of its practices, all officials must pause to remember their own high duty to the Constitution and to the rights it secures." *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rts. Comm'n*, 584 U.S. 617, 638-39 (2018) (quoting *Lukumi*, 508 U.S. at 534, 547).

Strict Scrutiny. Enforcement of the policy against De La Vega Tortillas receives strict scrutiny analysis because it burdens their religious exercise and is neither neutral nor generally applicable, as it permits individualized assessments

[3] In *Tandon*, the Supreme Court clarified that "whether two activities are comparable for purposes of the Free Exercise Clause must be judged against the asserted government interest that justifies the regulation at issue." 593 U.S. at 62 (quoting *Roman Catholic Diocese of Brooklyn v. Cuomo*, 141 S. Ct. 63, 67-68 (2020)) (per curiam). Comparability is concerned with the risks the activities pose to the asserted government interest, not with perfectly analogous reasons for non-compliance. *Id.* (citing *Roman Catholic Diocese of Brooklyn*, 141 S. Ct. at 66).

and secular exemptions. The Market's refusal to grant a religious exemption to De La Vega Tortillas fails strict scrutiny and violates the Free Exercise Clause of the First Amendment. Where the government creates a system of individual exemptions, the policy will fail strict scrutiny if it unnecessarily burdens religious practice, meaning that the policy is not narrowly tailored to the least restrictive means necessary to achieve a compelling interest. *Fulton*, 593 U.S. at 541; *Church of Lukumi Babalu Aye*, 508 U.S. at 546. Stated differently, "so long as the government can achieve its interests in a manner that does not burden religion, it must do so." *Fulton*, 593 U.S. at 541. As such, the question is not whether the Market has a compelling reason for its policy generally, but whether it has a compelling reason for denying De La Vega Tortillas' particular religious exemption request. *Id.*

Our understanding is that the 2026 change in the Market's policies resulted from a desire to maintain operational integrity, seemingly by ensuring that no booths in Building "C" are empty on Sundays, in hopes of increasing foot traffic at the Market on those days. And the stated reason for denying De La Vega Tortillas' religious exemption request was an interest in applying the Market's policies "consistently across all vendors to ensure fairness and operational integrity." But this interest cannot survive strict scrutiny, because the very policy the Market seeks to apply "consistently across all vendors" enacts a system of individualized exceptions through managerial discretion, which undermines the contention that its interests will be thwarted by less restrictive application of the policy against De La Vega Tortillas. *Fulton*, 593 U.S. at 542.[4]

The produce-farmer exemption further undermines the claim that denying De La Vega Tortillas' religious exemption is necessary to advance the Market's interests by creating a problem of both over- and under-inclusiveness. *Church of Lukumi Babalu Aye*, 508 U.S. at 547. Under strict scrutiny, "a law cannot be regarded as protecting an interest 'of the highest order' ... when it leaves appreciable damage to that supposedly vital interest unprohibited." *Id.* (internal quotations omitted). By enshrining an exception for produce farmers in the policy, the Market is underinclusive of vendors and conduct that potentially threatens its interests. The Market may not refuse to extend the same flexibility granted to produce farmers to De La Vega Tortillas' religious hardship, absent a compelling

[4] In *Fulton*, the City asserted that it would not permit a religious exception from its non-discrimination policy because of its interests in "maximizing the number of foster parents, protecting the City from liability, and ensuring equal treatment of prospective foster parents and foster children." *Id.* In assessing these interests the Court explained that, while important, "[t]he creation of a system of exceptions . . . undermines the City's contention that its [policies] can brook no departures." *Id.* at 542. Explaining that the City "offered no compelling reason why it had a particular interest in denying a religious exception while making them available to others," the court held that the City's denial violated the Free Exercise Clause. *Id.* at 542-43.

reason. *Fulton*, 593 U.S. at 542. And the Market has failed to offer any compelling reason for its particular interest in denying De La Vega Tortillas a religious accommodation while making comparable secular exceptions.

In addition, overbroad application of a policy will fail strict scrutiny where "interests could be achieved by narrower [policies] that burdened religion to a far lesser degree." *Id.* at 522. By providing produce farmers with the outright exception from working on Sundays, the Market not only shows that its interests could be accomplished by less restrictive means but also permits an exception that is far more threatening to its interests than the religious accommodation that De La Vega Tortillas requested.

De La Vega Tortillas made a simple request to continue the previous arrangement in which they shared a booth space with another vendor, so the space would never be empty on Sundays. This arrangement proved acceptable to the Market in the past; it is more restrictive than the blanket exception given to produce farmers, and the Market has offered no compelling reason that it can no longer permit this accommodation for religious practices.

Ultimately, the underinclusive and overbroad application of the policy confirms that the policy is not generally applicable, that its interests can be pursued through less restrictive means, and that religious exercise is being singled out for unfavorable treatment based on impermissible value judgments. *Lukimi*, 508 U.S. 337-38; *Fulton*, 593 U.S. at 542.

Conclusion

For these reasons, the Market's denial of a religious exemption to De La Vega Tortillas from the Building "C" policy—requiring vendors to operate booths on Sundays—is unconstitutional and must be remedied immediately. Nor is it an acceptable solution to request that De La Vega Tortillas secure other workers to operate their booth on Sundays. It is their sincerely held religious belief that the Sabbath is a day for worship and rest, and asking another to labor on this day for their convenience or profit would equally violate these beliefs.

We are requesting the Market please provide a written response by close of business on Friday, February 27th, confirming that

1) De La Vega Tortillas' religious accommodation request to continue operating as a vendor out of Building "C" with their own booth has been approved;

2) De La Vega Tortillas' prior accommodation is reinstated to allow them to operate as a vendor out of Building "C"; or

3) The Market would like to discuss alternative accommodations that would better serve the Market's interests while permitting De La Vega Tortillas to enjoy all the benefits of operating out of Building "C" on Saturdays and uphold the integrity of their religious beliefs and practices on Sundays.

De La Vega Tortillas appreciates the hard work you put into ensuring the smooth operation of the Market and remains happy to work with you to craft a solution that promotes the Market's interests while ensuring the Gomezes' freedom to operate in accordance with their faith, as guaranteed by both the federal and state constitutions.

You may reach us via the contact information listed below.

Sincerely,



Denise M. Harle
Director, FSU College of Law First Amendment Clinic
dharle@law.fsu.edu

CC: Sheena Kelly, Supervising Staff Attorney
skelly@law.fsu.edu

Attachments **via email**: 2026 Building "C" Vendor Operational Guidelines

EXHIBIT H

Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Division of Marketing

Peter Thornton
Director

AMENDMENT TO AGREEMENT

Whereas, De La Vega Tortillas (De La Vega) entered into an Agreement, as evidenced by the attached "Acknowledgement" with North Carolina Department of Agriculture and Consumer Services (Department) on February 14, 2026 for the rental of space at the Charlotte Farmers Market (Market); and

Whereas, that agreement provided for certain requirements regarding rental of the space provided for both Saturday and Sunday rentals.

Whereas, De La Vega has requested to be relieved of certain obligations with regard to physical occupancy of the space on Sundays; and

Whereas, the Department has agreed to make accommodation for De La Vega's request.

Now, Therefore, in consideration of their mutual promises, the parties hereby agree to amend the Agreement as follows:

(1) Management for the Market has identified a spot in Building C that De La Vega can rent with the agreement and understanding that De La Vega is responsible for finding a vendor who is willing to operate in the spot on Sundays. De La Vega has presently identified Heritage Breads as the vendor who will operate in their spot on Sundays. Should Heritage Breads no longer be willing or able to operate on Sundays in De La Vega's spot, it will be De La Vega's responsibility to find another suitable, Market-approved vendor to ensure continuous operation in the slot on Sundays, and if they fail to find a suitable, Market-approved vendor leaving the space unoccupied on Sundays, then De La Vega Tortillas runs the risk of having this agreement terminated. De La Vega Tortillas is expected to comply with all general terms of conditions for vendors outside of this limited agreement to allow for splitting the booth on Saturdays and Sundays.

(2) De La Vega will not be required to pay a storage fee for the booth on Sundays; however, if they choose to store any products or vendor materials in the booth Wednesday-Friday, then they will be charged the daily storage fee for those days as are all other vendors who store items in a booth. The storage fee is $5per day.

1020 Mail Service Center, Raleigh, NC 27699-1020
(919) 707-3100 ● Fax (919) 733-0999 ● www.ncagr.gov/markets
An Equal Opportunity Employer

(3) The terms of this amendment will be revisited with each newly executed vendor agreement moving forward annually.

IN WITNESS WHEREOF, the parties have executed this amendment through their authorized representatives, this 26 day of March, 2026.

De La Vega Tortillas

By: _____ Title: co-owner

Print Name: Cherai Gomez

North Carolina Department of Agriculture and Consumer Services

By: _____ Title: Director

Print Name: Peter Thornton

EXHIBIT I

From: **De La Vega Tortillas** info@dlvtortillas.com
Subject: Re: Fw: De La Vega Tortillas Amended Vendor Agreement
Date: April 26, 2026 at 8:43 AM
To: Leila Basili lmb18c@fsu.edu
Cc: Ruben Gomez ruben@dlvtortillas.com, Sheena Kelly skelly@law.fsu.edu, Denise Harle dharle@law.fsu.edu, Molly Adamo mka23@fsu.edu

DT

Hello!

Update from yesterday.

Ruben spoke directly with Heritage Bread yesterday. They said NO ONE has spoken with them, Ruben showed them all the communications, but they stated they do not want to move inside because they can't trust the market. Since they lied about speaking with them, they are now even more hesitant.
He also spoke with Alexandra and they declined because they don't want to move their items each week, so they said no.

Ruben then spoke with a vegan bakery vendor, Marilou's Best, in the greenery shed who is willing to use our spot inside on Sundays; however, they are also hesitant to lose their spot in the greenery shed if they work with us. He assured them they would not be moved. At this point, I think the arrangement the other vendor has with the market needs to be in writing. Vendors talk to each other and Aimee has tainted the whole thing with her actions and inactions.

No one from the Market spoke to Ruben on Saturday.

Thank you so much.

Cherai

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC
Info@dlvtortillas.com
Ruben@dlvtortillas.com

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

On Wed, Apr 22, 2026 at 5:42 PM Leila Basili <lmb18c@fsu.edu> wrote:

> The proof we have is opposing counsel's bold, underlined attestation. We may not have an explicit record of when management spoke to Heritage, but opposing counsel is providing the explicit reassurance that should have been communicated to them.
>
> Thank you!
>
> Leila

Leila

Leila Basili
J.D. Candidate, May 2026
President | Election Law Society
Florida State University College of Law
E: lmb18c@fsu.edu | P: (561) 768-1772

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From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Wednesday, April 22, 2026 5:18 PM
To: Leila Basili <lmb18c@fsu.edu>
Cc: Ruben Gomez <ruben@dlvtortillas.com>; Sheena Kelly <skelly@law.fsu.edu>; Denise Harle <dharle@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>
Subject: Re: Fw: De La Vega Tortillas Amended Vendor Agreement

OK, Ruben will talk to Alexadra on Saturday and see what they say and go from there. If they say no then we will go out to the greenery and see what we can come up with. We will let you know how it goes. I'm sure someone will be willing to come inside.

Is there any way we can get proof that they spoke with Heritage?

~ Cherai

Ruben and Cherai Gomez
De La Vega Tortillas LLC Co-Owners
Phone: 704-628-1717
Email: info@dlvtortillas.com
www.DLVTortillas.com

On Wed, Apr 22, 2026 at 5:13 PM Leila Basili <lmb18c@fsu.edu> wrote:

> We understand. That is an unfortunate situation with Heritage Breads. However, the terms of the agreement do dictate that you must have a partner vendor to occupy your space on Sundays, or you risk termination of the agreement.
>
> The options we see for you right now are as follows:
> 1. Following up with Heritage Breads with the bold reassurance from opposing counsel,
> 2. Asking the Alexandra's Cookies vendor if they would resume use of C11 on Sundays, or
> 3. Ask around to find another vendor.
>
> As your counsel we are well aware that the burden should not be on you in this situation, nonetheless our recommendation is to do one of the above to avoid giving the Market any reason to terminate this agreement.
>
> Let us know your decision so we can proceed accordingly.

Leila

Leila Basili
J.D. Candidate, May 2026
President | Election Law Society
Florida State University College of Law
E: lmb18c@fsu.edu | P: (561) 768-1772

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From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Wednesday, April 22, 2026 2:23 PM
To: Leila Basili <lmb18c@fsu.edu>
Cc: Ruben Gomez <ruben@dlvtortillas.com>; Sheena Kelly <skelly@law.fsu.edu>; Denise Harle <dharle@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>
Subject: Re: Fw: De La Vega Tortillas Amended Vendor Agreement

We showed them all the information we had before and reassured them that they could move inside without retaliation but they are too afraid. If they can get them to move inside, they can do that, but Heritage won't act if we ask. We do not think they have spoken with them either. They have not said one way or the other. It is the market's fault; they do not want to come inside because they were more than willing before she threatened them.

They have already declined our offer twice and we could tell they put a lot of thought into their rejections so as not to offend us. I feel like we have pushed them into a difficult position, causing them to feel pressured, which we want to avoid. They are really nice people and don't deserve to be caught up in all of this mess.

We are fine if Heritage comes inside, but we would also be happy to have Alexandra do it. My afterthought was that the Alexandra people will not want to pay an increase in rent for Sundays and have to move over their stuff. They don't seem like the "go getter" type of people if you know what I mean, but who knows. I think it is a great option.

What do you think?

~ Cherai

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC
Info@dlvtortillas.com
Ruben@dlvtortillas.com

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

On Wed, Apr 22, 2026 at 2:01 PM Leila Basili <lmb18c@fsu.edu> wrote:

> Mr. and Mrs. Gomez,
>
> Below is the response we received from opposing counsel. The bold, underlined statement is meant to reassure Heritage Breads that their participation will not affect their place in the Greenery on Saturdays.
>
> If you feel comfortable doing so, I would send a screenshot of opposing counsel's email with a message that says something along the lines of this:
>
> “Buenas tardes,
>
> Con este mensaje incluyo una captura del email que nuestros abogados recibieron de los representantes del Mercado. Con esta comunicación les están ofreciendo garantías de que pueden entran al edificio principal sin tener ningún problema. Si ustedes quieren, la oferta sigue en la mesa, pero si les parece que no, por favor avísanos al final del día.
> ¡Muchas gracias!”
>
> If you no longer believe the relationship between you and Heritage Breads is workable, please let us know, and we will attempt to communicate with opposing counsel that you would prefer to “partner” with Alexandra’s Cookies and allow them to operate in 1.5 spaces as they had been previously.
>
> Thank you!
>
> Leila
>
> **Leila Basili**
> J.D. Candidate, May 2026
> *President* | Election Law Society
> Florida State University College of Law
> E: lmb18c@fsu.edu | P: (561) 768-1772
>
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>
> ---
>
> **From:** Spain, Lindsey <LSpain@NCDOJ.GOV>
> **Sent:** Wednesday, April 22, 2026 11:27 AM

To: Leila Basili <lmb18c@fsu.edu>; Lanier, Jonathan <jonathan.lanier@ncagr.gov>; neil.oakley@ncagr.gov <neil.oakley@ncagr.gov>
Cc: Denise Harle <dharle@law.fsu.edu>; Sheena Kelly <skelly@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>; Amie.Newsome@ncagr.gov <Amie.Newsome@ncagr.gov>
Subject: RE: De La Vega Tortillas Amended Vendor Agreement

Ms. Basili,

Attached is the signed, complete agreement. We had not sent this back to you or your client as you had previously advised us in your email dated April 8, 2026 that "However, as our most recent emails to you state, our client does not consent to the terms of that unexecuted agreement as you have explained them. As such, there is no need for Mr. Lanier to procure a signature from the Market without revised terms." Given your most recent email indicating your client's willingness to continue with the previously agreed-upon arrangement which they signed, I have attached the signed agreement here which my clients will continue to operate under assuming the terms of the written agreement continue to be satisfied.

As soon as you informed us that Heritage Breads had been told that they would not be able to receive their same preferred spot on Saturdays at The Greenery if they were in Building C on Sundays, I spoke with Market management. As a result, Market management has made it clear to Heritage Breads that if they choose to participate in the booth-splitting arrangement in Building C with De La Vega, then **there will be no adverse consequences of any kind for their Saturday arrangement in The Greenery**. As such, Heritage Breads will continue to have their same space in The Greenery on Saturdays and can operate in Building C on Sundays. This has been explicitly communicated to Heritage Breads, and I will ensure that Market management reiterates this point to Heritage Breads. At this point, if Heritage Breads is indicating that they no longer want to participate in the agreement, then their decision cannot be attributed to the Market.

Lindsey W. Spain
Special Deputy Attorney General
Services to State Agencies Section
Phone: 919.716.6884
Fax: 919.716.6755
Email: lspain@ncdoj.gov
114 W. Edenton St., Raleigh, NC 27603
P.O. Box 629, Raleigh, NC 27602-0629
ncdoj.gov

Please note messages to or from this address may be public records.

From: Leila Basili <lmb18c@fsu.edu>
Sent: Monday, April 20, 2026 2:49 PM
To: Spain, Lindsey <LSpain@NCDOJ.GOV>; Lanier, Jonathan <jonathan.lanier@ncagr.gov>; neil.oakley@ncagr.gov
Cc: Denise Harle <dharle@law.fsu.edu>; Sheena Kelly <skelly@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>; Amie.Newsome@ncagr.gov
Subject: Re: De La Vega Tortillas Amended Vendor Agreement

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Ms. Spain and Mr. Lanier,

I apologize if my prior communication was unclear. I suggested that we hop on a call because it seemed like the most efficient way to resolve these remaining points. We believe we are very close to finalizing the agreement. Our intent has not been to renegotiate the substantive terms, but rather to ensure they are clearly and precisely articulated so as to avoid any ambiguity moving forward. We remain open to working collaboratively to get this finalized.

Our client has already signed and executed the agreement and remains fully prepared to proceed subject to the clarifications. The only document we are aware of is the version executed by our client that has not yet been signed by Market Management. If you are referring to a different document, would you please clarify which one you believe has not been signed so we can address it promptly?

From our client's perspective, this is not an impasse. Rather, there are two points that seem to need clarity:

1. Attached is a communication from Heritage Breads indicating that they are no longer willing to go inside on Sundays in order to be able to continue with the rest of their market operations "calmly" ("de manera tranquila"). Heritage Breads did not have this hesitation and were eager to partner with De La Vega Tortillas when our client initially approached them; the issue arose only after they were threatened by Ms. Newsome. It does not appear that they have been reassured that there will be no penalty or retaliation. Given that their continued participation is a condition of our client's performance in the amended terms the parties negotiated, and given the improper interference by Ms. Newsome, we ask the Market either **(a)** allow De La Vega Tortillas to operate without a day-split partner, in which Alexandra's Cookies can then resume their use of C11 on Sundays, so it is not "empty," or **(b)** find a vendor to occupy C11 on Sundays.
2. The Market will sign and execute the amendment to the Vendor

Agreement and provide De La Vega Tortillas with a copy.

Our client is willing to continue operating in C11 until a full booth space becomes available, as you mentioned previously, provided the two above issues are resolved. We believe, based on your prior communications, that these terms were previously contemplated and acceptable to the Market. If the Market is willing to allow De La Vega Tortillas to operate without a day-split vendor—and sign the original agreement—then our client is comfortable moving forward with the amendment to the Vendor Agreement that our client previously signed.

Thank you.

Leila

Leila Basili
J.D. Candidate, May 2026
President | Election Law Society
Florida State University College of Law
E: lmb18c@fsu.edu | P: (561) 768-1772

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From: Spain, Lindsey <LSpain@NCDOJ.GOV>
Sent: Wednesday, April 15, 2026 9:15 AM
To: Leila Basili <lmb18c@fsu.edu>; Lanier, Jonathan <jonathan.lanier@ncagr.gov>; neil.oakley@ncagr.gov <neil.oakley@ncagr.gov>
Cc: Denise Harle <dharle@law.fsu.edu>; Sheena Kelly <skelly@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>; Amie.Newsome@ncagr.gov <Amie.Newsome@ncagr.gov>
Subject: RE: De La Vega Tortillas Amended Vendor Agreement

Ms. Basili,

We have already met and attempted multiple times to resolve this matter. My client has consistently operated in good faith and denies all of the allegations contained in your last email. However, given the inability for our clients to align on a mutual agreement, we cannot continue to operate pursuant to an agreement that De La Vega refuses to sign. You are free to take any action you deem necessary to protect your client's interests, but it appears that we have reached an impasse and further discussion will not be productive.

Lindsey W. Spain

Lindsey W. Spain

Special Deputy Attorney General

Services to State Agencies Section

Phone: 919.716.6884

Fax: 919.716.6755

Email: lspain@ncdoj.gov

114 W. Edenton St., Raleigh, NC 27603

P.O. Box 629, Raleigh, NC 27602-0629

ncdoj.gov

Please note messages to or from this address may be public records.

From: Leila Basili <lmb18c@fsu.edu>
Sent: Tuesday, April 14, 2026 10:34 AM
To: Spain, Lindsey <LSpain@NCDOJ.GOV>; Lanier, Jonathan <jonathan.lanier@ncagr.gov>; neil.oakley@ncagr.gov
Cc: Denise Harle <dharle@law.fsu.edu>; Sheena Kelly <skelly@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>; Amie.Newsome@ncagr.gov
Subject: Re: De La Vega Tortillas Amended Vendor Agreement

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Ms. Spain and Mr. Lanier,

We have communicated what the Market is offering to our client. In doing so, we have identified several material inconsistencies suggesting that there is a concerted effort by your client to recast both the facts and the parties' course of dealing in a way that is neither consistent nor credible.

As we remain committed to resolving this matter promptly and amicably, we kindly request a phone or video call **this week** with you to address the following issues:

Factual Inconsistencies:

- Your assertion that a vendor was "removed" to accommodate our client is directly contradicted by the current vendor operating adjacent to our client's booth. That adjacent vendor (Alexandra's Cookies) was operating in 1.5 spaces, occupying half-space C11 and the full 12 ft. space immediately to its left (when facing the exit door). In fact, Alexandra's Cookies was told by Market management that De La

Vega Tortillas *took* that half-space from them. Our client has since smoothed things over with that vendor, but it was a point of contention because of the Market's handling. If necessary, I am sure this information can be obtained through a public records request.

- To date, since Ms. Newsome's threat, there has been **no communication** from the Market to Heritage Breads confirming the Market's position regarding the partnership with De La Vega Tortillas or Heritage Breads' weekend operations.

Unauthorized Charges:

- Our client has now been invoiced for Sundays **and for storage charges** that were never agreed to and were not part of any prior understanding between the parties.

Mischaracterization of Corrective Measures:

- Characterizing our client's request as "preferential treatment" is inaccurate. As our initial demand letter detailed, our client was wrongfully removed from Building C when the Market failed to provide a religious accommodation as the Constitution requires. Because of that wrongful removal, we spoke with you about moving our client back into the building, which your client agreed to do, subject to the availability of a booth.
- While we were waiting to hear back on when our client could return to Building C, Market management quickly moved other vendors into the building, filling up booths. All of those booths are 12-ft. spots.
- Your client failed to perform under the agreement before it was executed, by (1) in bad faith, filling up the booths with other vendors before communicating to our client that one would be available, (2) assigning our client to a 6-ft. (half) spot rather than the full booth we agreed to, and (3) threatening our client's day-split partner vendor if they cooperated.
- Because our client being put on a waitlist for a full booth arises from your client's own breach, placing our client at the top of the waitlist is a reasonable and necessary step to restore our client to the position they would have been in under the proposed terms but for your client's breach.
- After the negotiated terms were agreed upon, absent your client's interference, De La Vega Tortillas would not have had to rely on the waitlist at all. Therefore, this is not preferential treatment, but rather a corrective measure.

Additional Concerns:

- Our client is under the impression that a Market representative—or someone acting on behalf of Market management—has been video recording them without explanation for the past two

been video recording them without explanation for the past two weeks. This intimidating conduct raises serious concerns.

If there is no currently available 12-ft. spot in Building C, we request that the following be solidified in writing:

- De La Vega Tortillas will have priority to be placed in the next 12-ft. (or 18-ft.) spot that becomes available in Building C;
- For the duration of time that De La Vega Tortillas remains in spot C11 (or any 6-ft. half-space), De La Vega Tortillas will be responsible for only half the rental fee charged for a full spot.
- De La Vega Tortillas will not be charged storage fees for days they do not use storage.
- The Market will communicate in writing to Heritage Breads that the day-split partnership with De La Vega Tortillas will not result in retaliation from the Market.

We are available to meet, as requested, but any further discussion must be grounded in accurate representations and a good-faith effort to resolve these issues.

Thank you.

Leila

Leila Basili
J.D. Candidate, May 2026
President | Election Law Society
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From: Spain, Lindsey <LSpain@NCDOJ.GOV>
Sent: Friday, April 10, 2026 3:11 PM
To: Leila Basili <lmb18c@fsu.edu>; Lanier, Jonathan <jonathan.lanier@ncagr.gov>; neil.oakley@ncagr.gov <neil.oakley@ncagr.gov>
Cc: Denise Harle <dharle@law.fsu.edu>; Sheena Kelly <skelly@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>; Amie.Newsome@ncagr.gov <Amie.Newsome@ncagr.gov>
Subject: RE: De La Vega Tortillas Amended Vendor Agreement

Ms. Basili,

As you have stated, there seems to be a misunderstanding about what the terms of the agreement were. Here is what NCDA&CS is offering:

1. De La Vega can operate in a half-booth space within Building C on

Saturdays. De La Vega has identified Heritage Breads as an approved vendor who is willing to operate within that same half-booth space on Sundays. Heritage Breads' willingness to participate in this agreement does not affect their placement or ability to sell within The Greenery on Saturdays.
2. De La Vega will only be charged rent for a half-booth space within Building C.
3. De La Vega will be placed on the list to occupy a full-booth space within Building C should one become available. However, my client cannot agree to place them at the top of the list as that could be viewed as showing preferential treatment as opposed to just offering a reasonable accommodation. Tad Atkinson, the contact for the Charlotte Farmer's Market, did not know offhand exactly how many vendors are on that list currently.

As to your client's contention that a vendor was not removed from the space that they are currently occupying, I re-confirmed with Tad Atkinson that a vendor was in fact removed from Building C to accommodate De La Vega, and that vendor was only occupying a half-booth space. I do not see how the name of that vendor is relevant to our current discussions, but it sounds like your clients may have received incorrect information.

If your clients are willing to accept the above-enumerated terms, then they are welcome to continue operating in Building C. If not, then we do not have an agreement in place for them to be in Building C, and they would need to return to The Greenery. This is not retaliation. Rather, it is your client's decision not to accept the agreement, which is completely up to them.

Lindsey W. Spain

Special Deputy Attorney General

Services to State Agencies Section

Phone: 919.716.6884

Fax: 919.716.6755

Email: lspain@ncdoj.gov

114 W. Edenton St., Raleigh, NC 27603

P.O. Box 629, Raleigh, NC 27602-0629

ncdoj.gov

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From: Leila Basili <lmb18c@fsu.edu>
Sent: Friday, April 10, 2026 9:27 AM
To: Spain, Lindsey <LSpain@NCDOJ.GOV>; Lanier, Jonathan <jonathan.lanier@ncagr.gov>; neil.oakley@ncagr.gov
Cc: Denise Harle <dharle@law.fsu.edu>; Sheena Kelly <skelly@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>; Amie.Newsome@ncagr.gov
Subject: Re: De La Vega Tortillas Amended Vendor Agreement

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Ms. Spain and Mr. Lanier,

As we have previously acknowledged, we understand the position you are now taking. Our clients intend to continue operating out of spot C11 until the written agreement can be clarified and a 12-foot spot becomes available. We have been abundantly clear that your understanding of the written terms does not align with our understanding of the written terms. As you know, when there is no meeting of the minds, there is no valid contract formation. We hope you are not suggesting that the market stands ready to retaliate against our client—compounding the First Amendment violation outlined in our demand letter—in response to our attempts to clarify the anticipated arrangement agreed to during negotiations.

While it may not be your intent, your emphasis on the written terms, without any consideration for the context that gives them meaning, conveys the sense that the market is relying on intentionally vague language to undermine the negotiated terms. You have now stated 1) that De La Vega Tortillas is occupying a "half space," and 2) that De La Vega Tortillas is in a space "comparable in size to the space rented to them last year." Neither of those descriptions meet our clients' expectations, nor do they align with our reasonable understanding of "a spot" as used in the written agreement. We explicitly communicated that our clients would prefer a day-split alternative to the physical-split agreement that left our client with only a 6-foot, half-space last year. It is unclear why the market is under the impression that an arrangement comparable in size to last year's half-spot would comply with the terms of the agreement, which articulates the day-split alternative.

Of note, it is our understanding that no vendor has been removed from Building C to accommodate our client. If you have information that indicates otherwise, I ask that you please share the name of the specific vendor who was removed. Our client informed us that the vendor who currently occupies the 12-foot booth adjacent to C11 had also been occupying C11 until our clients were placed there. We are not aware of any other vendor in Building C, at this time or prior to our clients' placement in C11, that has been given only a 6-foot spot for this season.

We are respectfully asking that our client be placed at the top of the list for priority placement in the next 12-foot spot that becomes available. We are happy to meet by videocall to review the written terms and prior discussion so we can solidify an amicable resolution with terms that are fair and acceptable for all parties.

Thank you.

Leila

Leila Basili
J.D. Candidate, May 2026
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From: Spain, Lindsey <LSpain@NCDOJ.GOV>
Sent: Thursday, April 9, 2026 4:44 PM
To: Leila Basili <lmb18c@fsu.edu>; Lanier, Jonathan <jonathan.lanier@ncagr.gov>; neil.oakley@ncagr.gov <neil.oakley@ncagr.gov>
Cc: Denise Harle <dharle@law.fsu.edu>; Sheena Kelly <skelly@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>; Amie.Newsome@ncagr.gov <Amie.Newsome@ncagr.gov>
Subject: RE: De La Vega Tortillas Amended Vendor Agreement

Ms. Basili,

As I have previously stated, the plain language of the agreement was to provide a spot or space within Building C for De La Vega to operate on Saturdays with Heritage Breads to operate there on Sundays. There was never any mention of what size space, only that a space would be afforded for them, which has been provided the last two weekends and was comparable in size to the space rented to them last year. There are no other spots available within Building C at this time. In fact, a vendor was removed from Building C in order to accommodate De La Vega. That vendor only operated in the half-space that was then provided to De La Vega.

My client has attempted to provide reasonable alternatives to ensure that De La Vega can operate within Building C on Saturdays as requested; however, if De La Vega is no longer interested in this arrangement, then I will instruct my clients not to provide space for them this weekend within Building C. They are certainly welcome to resume selling within The Greenery if they are no longer interested in the agreement for Building C as discussed. Thank you.

Lindsey W. Spain

Special Deputy Attorney General

Services to State Agencies Section

Phone: 919.716.6884

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Email: lspain@ncdoj.gov

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P.O. Box 629, Raleigh, NC 27602-0629

ncdoj.gov

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Please note messages to or from this address may be public records.

From: Leila Basili <lmb18c@fsu.edu>
Sent: Wednesday, April 8, 2026 9:03 AM
To: Spain, Lindsey <LSpain@NCDOJ.GOV>; Lanier, Jonathan <jonathan.lanier@ncagr.gov>; neil.oakley@ncagr.gov
Cc: Denise Harle <dharle@law.fsu.edu>; Sheena Kelly <skelly@law.fsu.edu>; Molly Adamo <mka23@fsu.edu>;

EXHIBIT J

Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Division of Marketing

Peter Thornton
Director

NOTICE OF NON-COMPLIANCE AND PENDING EVICTION
Charlotte Regional Farmers Market – Building C (Variety Shoppes)
Delivered in person; follow-up copy to be sent via email

June 20, 2026

To: De La Vega Tortillas

From: Peter Thornton, Director
North Carolina Department of Agriculture & Consumer Services

This notice serves as formal documentation of De La Vega Tortillas' continued non-compliance with the operational requirements for Building C ("Variety Shoppes") at the Charlotte Regional Farmers Market.

Per the signed Amendment to Agreement dated March 26, 2026, De La Vega is responsible for ensuring that its assigned space is continuously operated on Sundays by a Market-approved vendor. The Amendment specifies that De La Vega "runs the risk of having this agreement terminated" if the Sunday space is left unoccupied.

Additionally, the Variety Shoppes Vendor Operational Guidelines (Effective January 1, 2026) require all Building C vendors to be present and operating in their booths 46 Sundays per year, allowing no more than 6 absences annually.

Since March 26, 2026, the assigned De La Vega/Heritage Breads space has been unoccupied for 12 Sundays, which exceeds the maximum permitted absences and constitutes a violation of both the Agreement Amendment and the Market Guidelines.

Effective immediately: The next Sunday in which your assigned booth is unoccupied will result in eviction from the Charlotte Farmers Market. This will happen automatically.

De La Vega would then be required to remove all belongings from the assigned booth space. The Market will not be responsible for any items left behind by non-active vendors.

This notice is being delivered in person and will be followed by an emailed copy for your records.

Signed,

Peter Thornton

Peter Thornton
Director, NCDA&CS Marketing Division

EXHIBIT K

De La Vega Tortillas <info@dlvtortillas.com>

De La Vega Tortillas Eviction Notice

2 messages

Newsome, Amie <Amie.Newsome@ncagr.gov> Sat, Jun 20, 2026 at 11:42 AM
To: "info@dlvtortillas.com" <info@dlvtortillas.com>
Cc: "Atkinson, Tad" <Tad.Atkinson@ncagr.gov>, "Thornton, Peter" <peter.thornton@ncagr.gov>

Attached you will find the Eviction Notice that was handed to you by Amie Newsome, Market Manager, and Reed Stanbro, Assistant Market Manger on Saturday, June 20, 2026.

Respectfully,

Amie

Amie Newsome | Market Manager

Charlotte Regional Farmer's Market

1801 Yorkmont Road, Charlotte, NC 28217

Phone: (704) 357-1269 | Fax: (704) 357-0708

Hours: 8:00 am – 5:00 pm Wednesday through Sunday Year Round

www.charlottefarmersmarket.com

https://www.facebook.com/CharlotteRegionalFarmersMarket/

https://www.instagram.com/charlotteregionalfarmersmarket/

De La Vega Eviction Notice.pdf
61K

Thornton, Peter <peter.thornton@ncagr.gov> Sun, Jun 21, 2026 at 10:02 AM
To: "Newsome, Amie" <Amie.Newsome@ncagr.gov>, "info@dlvtortillas.com" <info@dlvtortillas.com>
Cc: "Atkinson, Tad" <Tad.Atkinson@ncagr.gov>

I am writing to notify you that your substitute vendor did not report for their scheduled shift today (Sunday). It has now been four hours past the designated start time, and per market policy, this constitutes as an absence.

Because of this violation, De La Vega Tortilla is no longer an approved vendor at the Charlotte Farmers Market. Your products will be removed from the stall and placed on the concrete area where the former dumpster site was located. The market is not responsible for any equipment or materials belonging to non-vendors. Please arrange to retrieve any remaining items as soon as possible.

Effective immediately, all staff have been instructed to direct any further communication from you regarding this matter to the North Carolina Attorney General's office.

Get Outlook for iOS

From: Newsome, Amie <Amie.Newsome@ncagr.gov>
Sent: Saturday, June 20, 2026 11:42 AM
To: info@dlvtortillas.com <info@dlvtortillas.com>
Cc: Atkinson, Tad <Tad.Atkinson@ncagr.gov>; Thornton, Peter <peter.thornton@ncagr.gov>
Subject: De La Vega Tortillas Eviction Notice

[Quoted text hidden]

EXHIBIT L

Date Jun 21, 2026 at 10:02 AM

Standard encryption (TLS)
Learn more

I am writing to notify you that your substitute vendor did not report for their scheduled shift today (Sunday). It has now been four hours past the designated start time, and per market policy, this constitutes as an absence.

Because of this violation, De La Vega Tortilla is no longer an approved vendor at the Charlotte Farmers Market. Your products will be removed from the stall and placed on the concrete area where the former dumpster site was located. The market is not responsible for any equipment or materials belonging to non-vendors. Please arrange to retrieve any remaining items as soon as possible.

Effective immediately, all staff have been instructed to direct any further communication from you regarding this matter to the North Carolina Attorney General's office.

EXHIBIT M

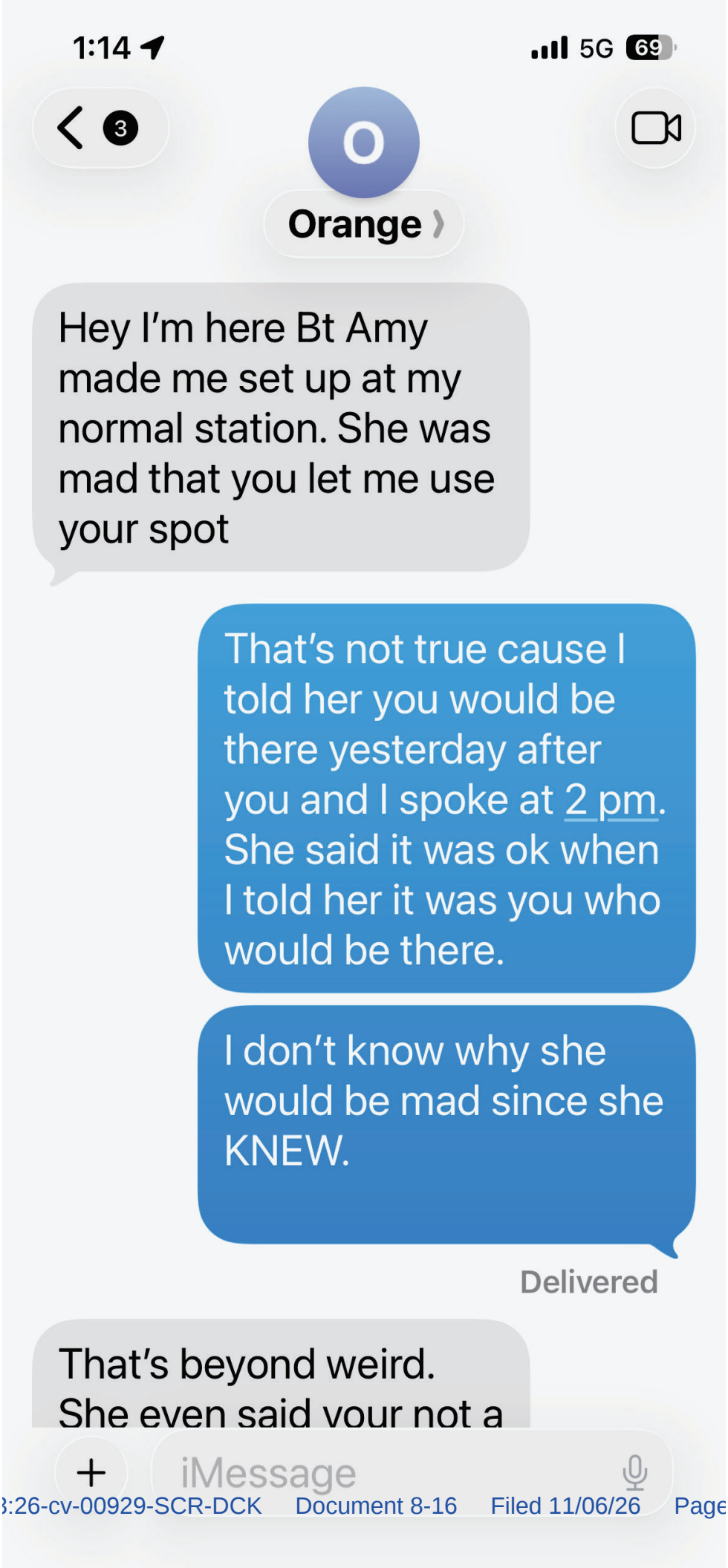
1:14
5G
69
3
O
Orange
Hey I'm here Bt Amy made me set up at my normal station. She was mad that you let me use your spot
That's not true cause I told her you would be there yesterday after you and I spoke at 2 pm. She said it was ok when I told her it was you who would be there.
I don't know why she would be mad since she KNEW.
Delivered
That's beyond weird. She even said your not a
iMessage

EXHIBIT N



EXHIBIT O



EXHIBIT P

SEATT
TESH

EXHIBIT Q


THE GREENERY SHED

EXHIBIT R

Most relevant

Rick Shumway · 10w · by author
You will be greatly missed at that market. You have awesome products.

Reply Hide 1

De La Vega Tortillas · 10w · Author
Rick Shumway thank you Rick. We hope to see support at our other markets.

Reply

Jennifer Dayley Shumway · 10w
You guys are the only reason we went to the market. Well, I will never go there again!!!

Reply Hide

De La Vega Tortillas · 10w · Author
Jennifer Dayley Shumway thank you. Please find us at our other markets.

Reply

Yeorgios Mavromatis · 10w
What retail locations are they sold at? Love the tortillas!

Reply Hide

De La Vega Tortillas · 10w · Author
Yeorgios Mavromatis thank you. You can find them here.
https://www.dlvtortillas.com/Retail.Locations

Call ahead. If they don't have what you need they can order it for delivery.

DE LA VEGA Tortillas
DLVTORTILLAS.COM
De La Vega Tortillas

Reply Remove preview

Tony Tony-Six · 10w
Lancaster Flea Market?

EXHIBIT S

De La Vega Tortillas <info@dlvtortillas.com>

Vendor Application/State Farmers Market

12 messages

Wood, Monica D <monica.wood@ncagr.gov> Wed, Jul 1, 2026 at 8:14 PM
To: "info@dlvtortillas.com" <info@dlvtortillas.com>

Good evening,

Your application has been received for the State Farmers Market and is currently under review. Could you please submit a few photos of your products and your typical booth set-up? Also what electrical needs, etc. do you have?

Do you operate from a tent, food truck, etc.? Please provide more details about your food prep….do you prepare anything on site or all in a homebased kitchen and prepackaged, etc.? Also how soon would you want to come in to give the market a try if we are able to get you approved as a guest vendor?

Thank you,

Monica D. Wood

State Farmers Market Manager

North Carolina Department of Agriculture & Consumer Services

1201 Agriculture St.

Raleigh, NC 27603

Phone: (919) 733-7417

Fax: (919) 733-9932



E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

De La Vega Tortillas <info@dlvtortillas.com> Thu, Jul 2, 2026 at 8:57 AM
To: "Wood, Monica D" <monica.wood@ncagr.gov>
Cc: Ruben Gomez <ruben@dlvtortillas.com>

Hello Monica,

It is nice to hear from you. Ruben was very impressed with your market! Please see the attached photos of our products and booth.
We will need a plug for a warming plate. We warm and sample fresh corn and flour tortillas. Everything is already cooked and packaged. We also sample fresh salsa and our chips. We only require space and an electrical outlet. We can bring a tent if necessary, but we don't require one.

We currently produce our products at two locations. We have a NC home processing license; we make our chips at our home in Indian Trail and manufacture our tortillas at a small factory we own in Lancaster. We started our business in 2023 from our home kitchen and have grown extremely fast. We currently handle retail and wholesale in the Charlotte area and ship our non-perishable items to a few other states.

West Coast transplants seek us out because they miss their authentic tortillas and no other local business makes what we make. We use no preservatives and use our family recipes that originated over 7 generations ago. We ship our non-gmo corn from Oaxaca, Mexico, fry our chips in pure olive oil and have 20 flavors to choose from. We make a Sonoran Style Flour Tortilla so they are soft and stretchy and delicious. Our Mexican spice kits contain chilis from Mexico and make authentic Mexican food easy to prepare.

We regularly receive calls to be in the Raleigh area and a few customers drive over about once a month to purchase from us so we thought we would give the area a try and see how it goes.

We could start as soon as the 18th of July. We would like to be year round. We were unclear about the process for securing a space. I know it is first come first serve. We have a 2.5 hour drive and production takes all week for our markets so I was just wondering how we can ensure we secure a spot. Would it work to come Friday night or call ahead or should we just arrive early and hope for the best?

Please let me know if you have any other questions and we look forward to hearing from you.

IMG_7535.mov



~ Cherai

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC
Info@dlvtortillas.com
Ruben@dlvtortillas.com

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

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5 attachments



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IMG_7329.jpg
2573K



IMG_7331.jpg
2844K



IMG_7326.jpg
3165K



IMG_7327.jpg
2941K

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info@dlvtortillas.com <info@dlvtortillas.com> Thu, Jul 2, 2026 at 8:57 AM
To: monica.wood@ncagr.gov, monica.wood@ncagr.gov

Your message

To: monica.wood@ncagr.gov
Subject: Vendor Application/State Farmers Market
Sent: 7/1/26, 8:14:20 PM EDT

was read on 7/2/26, 8:57:36 AM EDT

De La Vega Tortillas <info@dlvtortillas.com> Thu, Jul 16, 2026 at 12:37 PM
To: "Wood, Monica D" <monica.wood@ncagr.gov>
Cc: Ruben Gomez <ruben@dlvtortillas.com>

Hello Monica,

Hope you are well. I am sure you are very busy. We wanted to know if you received everything you need and if there is anything else required to make your decision. Please let us know a timeline if possible, so we can plan accordingly.

Thank you,

~ Cherai

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC
Info@dlvtortillas.com
Ruben@dlvtortillas.com

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

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Wood, Monica D <monica.wood@ncagr.gov> Thu, Jul 16, 2026 at 8:07 PM
To: De La Vega Tortillas <info@dlvtortillas.com>
Cc: Ruben Gomez <ruben@dlvtortillas.com>

Good evening,

Did you already submit your application?

Thank you,

State Farmers Market Manager

North Carolina Department of Agriculture & Consumer Services

1201 Agriculture St.

Raleigh, NC 27603

Phone: (919) 733-7417

Fax: (919) 733-9932



E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: De La Vega Tortillas <info@dlvtortillas.com>
Sent: Thursday, July 16, 2026 12:38 PM
To: Wood, Monica D <monica.wood@ncagr.gov>
Cc: Ruben Gomez <ruben@dlvtortillas.com>
Subject: [External] Re: Vendor Application/State Farmers Market

You don't often get email from info@dlvtortillas.com. Learn why this is important

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

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De La Vega Tortillas <info@dlvtortillas.com> Thu, Jul 16, 2026 at 8:16 PM
To: "Wood, Monica D" <monica.wood@ncagr.gov>
Cc: Ruben Gomez <ruben@dlvtortillas.com>

Hello,

Yes we dropped the application off and it was received. You had asked for me for more documents and photos. They are on this email thread. Let me know if you need them again.

Thanks,

~ Cherai

Ruben and Cherai Gomez
De La Vega Tortillas LLC Co-Owners
Phone: 704-628-1717
Email: info@dlvtortillas.com
www.DLVTortillas.com

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Wood, Monica D <monica.wood@ncagr.gov> Thu, Jul 16, 2026 at 8:46 PM
To: De La Vega Tortillas <info@dlvtortillas.com>
Cc: Ruben Gomez <ruben@dlvtortillas.com>

Thank you, I will follow back up!

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De La Vega Tortillas <info@dlvtortillas.com> Thu, Jul 16, 2026 at 8:50 PM
To: "Wood, Monica D" <monica.wood@ncagr.gov>
Cc: Ruben Gomez <ruben@dlvtortillas.com>

Sounds good, thank you.

~ Cherai

Ruben and Cherai Gomez
De La Vega Tortillas LLC Co-Owners
Phone: 704-628-1717
Email: info@dlvtortillas.com
www.DLVTortillas.com
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De La Vega Tortillas <info@dlvtortillas.com> Mon, Jul 20, 2026 at 10:49 AM
To: "Wood, Monica D" <monica.wood@ncagr.gov>
Cc: Ruben Gomez <ruben@dlvtortillas.com>

Good morning,
Would it be possible to start this coming Saturday? Do you need anything else from us?
We usually need to know by the beginning of the week so we can prepare accordingly and make enough product. Would it be possible to have a phone call with you today or tomorrow?

Thanks Monica,

~ Cherai

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC
Info@dlvtortillas.com
Ruben@dlvtortillas.com

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

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info@dlvtortillas.com <info@dlvtortillas.com> Mon, Jul 20, 2026 at 10:58 AM
To: monica.wood@ncagr.gov, monica.wood@ncagr.gov

Your message

To: monica.wood@ncagr.gov
Subject: RE: [External] Re: Vendor Application/State Farmers Market
Sent: 7/16/26, 8:07:54 PM EDT

was read on 7/20/26, 10:58:59 AM EDT

De La Vega Tortillas <info@dlvtortillas.com> Mon, Jul 27, 2026 at 1:45 PM
To: "Wood, Monica D" <monica.wood@ncagr.gov>

Hello Monica,
I am checking in to see if we would be able to start at the State Market this Saturday- August 1st. Please let me know ASAP, or if you still need information or additional documents to assist with your decision. We look forward to hearing from you. Thank you.

~ Cherai

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Co-Owners , De La Vega Tortillas LLC
Info@dlvtortillas.com
Ruben@dlvtortillas.com

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

On Wed, Jul 1, 2026 at 8:14 PM Wood, Monica D <monica.wood@ncagr.gov> wrote:
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De La Vega Tortillas <info@dlvtortillas.com> Tue, Jul 28, 2026 at 1:02 PM
To: "Wood, Monica D" <monica.wood@ncagr.gov>

Hello Monica,

I am checking in to see if you have everything you need and if we are approved. Thanks

~ Cherai

De La Vega Tortillas LLC
Ruben and Cherai Gomez
Co-Owners , De La Vega Tortillas LLC
Info@dlvtortillas.com
Ruben@dlvtortillas.com

info@dlvtortillas.com www.DLVTortillas.com 704-628-1717
Factory/Retail Location: 222 S. York Street, Lancaster SC 29720
Headquarters: Indian Trail NC

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EXHIBIT T

De La Vega Tortillas LLC
Lancaster, SC
704-628-1717 | info@dlvtortillas.com

Report date: 10/09/2026
Period: 12/29/2025 - 06/20/2026

Regional Farmers Market - Weekly Sales Summary

Location: De La Vega Tortillas booth

Week of	Card Sales	Cash Sales	Total
12/29/2025	$965.62	$548.38	$1,514.00
01/05/2026	$1,476.62	$369.38	$1,846.00
01/12/2026	$1,418.97	$671.03	$2,090.00
01/19/2026	$989.89	$202.11	$1,192.00
02/02/2026	$1,478.72	$180.28	$1,659.00
02/09/2026	$2,138.30	$618.70	$2,757.00
02/16/2026	$2,096.63	$764.37	$2,861.00
02/23/2026	$2,105.94	$701.06	$2,807.00
03/02/2026	$1,722.77	$312.70	$2,035.47
03/09/2026			$2,786.00
03/16/2026	$3,075.93	$459.12	$3,535.05
03/23/2026	$3,097.81	$872.19	$3,970.00
03/30/2026	$3,885.68	$83.32	$3,969.00
04/06/2026	$3,014.37	$539.63	$3,554.00
04/13/2026	$3,133.67	$439.33	$3,573.00
04/20/2026	$2,793.72	$703.28	$3,497.00
04/27/2026	$2,974.93	$918.07	$3,893.00
05/04/2026	$2,655.70	$1,055.30	$3,711.00
05/11/2026	$2,835.14	$1,212.86	$4,048.00
05/18/2026	$3,526.06	$617.94	$4,144.00
05/25/2026	$2,269.36	$952.64	$3,222.00
06/01/2026	$3,108.57	$955.43	$4,064.00
06/08/2026	$3,124.70	$772.30	$3,897.00
06/15/2026	$2,727.51	$1,130.49	$3,858.00
TOTAL (excl. 03/09)	**$56,616.61**	**$15,079.91**	**$71,696.52**

Card Sales: weekly gross sales, Square card sales report (weeks begin Monday).
Total: actual cash recorded in DLV 2026 sales tracker. Cash Sales = Total minus Card Sales.