

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (State Bar No. 287811)
david@tomorrowlaw.com
Rafael Yedoyan (State Bar No. 351499)
rafael@tomorrowlaw.com
Vedang J. Patel (State Bar No. 328647)
vedang@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs, RAMON HUERTA,
ANTONIO DIAZ, FELICIANO BERNABE
BARRIOS, and NORBERTO HUERTA-MARTINEZ on behalf of
themselves and all others similarly situated and aggrieved

[additional counsel on next page]

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

RAMON HUERTA, an individual;
ANTONIO DIAZ, an individual;
FELICIANO BERNABE BARRIOS, an
individual; JUAN CARLOS MORENO
LOPEZ, an individual; NORBERTO
HUERTA-MARTINEZ, an individual; on
behalf of themselves and all others similarly
situated and aggrieved,

Plaintiffs,

vs.

BATHH FARMS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21CECG01833

Honorable Steven M. Crass
Department 403

**DECLARATION OF PLAINTIFF
ANTONIO DIAZ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: October 13, 2026
Time: 3:30 p.m.
Dept: 403

Complaint Filed: June 24, 2021
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Trial Date: Not Set

1 Sage Stone (State Bar No. 304086)
sstone@blackstonepc.com
2 Zach T. Gershman (State Bar No. 328004)
zgershman@blackstonepc.com
3 Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
4 Jasmine Y. Kianfard (State Bar No. 349975)
jkianfard@blackstonepc.com
5

BLACKSTONE LAW, APC
6 8383 Wilshire Boulevard, Suite 745
7 Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356
8

9 Attorneys for Plaintiffs, RAMON HUERTA,
ANTONIO DIAZ, FELICIANO BERNABE
10 BARRIOS, and NORBERTO HUERTA-MARTINEZ on behalf of
themselves and all others similarly situated and aggrieved
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1 **DECLARATION OF ANTONIO DIAZ**

2 I, Antonio Diaz, declare and state as follows:

3 1. I am over the age of eighteen (18) and a resident of the State of California. I am one
4 of the named plaintiffs in the above-captioned case. I have personal knowledge of the facts and
5 statements set forth in this declaration, and if called upon to testify, I could and would competently
6 testify thereto.

7 2. I was employed by Defendant Batth Farms, Inc. ("Defendant") as an hourly-paid, non-
8 exempt Field Hand from approximately February 2008 to approximately February 2021. My duties
9 included tractor driving, almond shaking, almond spraying, pruning, irrigation, and clean up. I also
10 performed machinery and equipment work, including helping repair equipment so work could
11 continue.

12 3. Because I thought the practices at Defendant may not be lawful, I decided to seek legal
13 advice about my work experiences at Defendant and about filing a lawsuit to obtain relief for my
14 grievances. I wanted to take steps to make sure Defendant was held accountable for not properly
15 compensating its employees for all hours worked and for non-compliant meal and rest breaks. After
16 speaking with my now attorneys, I also investigated class and representative action lawsuits on my
17 own. Thereafter, I further consulted with my attorneys about my situation, class actions, representative
18 action lawsuits under the Private Attorneys General Act ("PAGA"), and what it meant to bring a class
19 and PAGA action so that I understood what I was considering doing.

20 4. During my employment, I worked with other hourly-paid, non-exempt employees who
21 performed the same or similar work. This included employees who drove tractors, operated shakers,
22 operated harvest equipment, sprayed crops, pruned trees, performed irrigation-related work, cleaned
23 or maintained equipment, and performed other field work.

24 5. During my employment, Defendant's supervisors controlled the work schedules,
25 assignments, and break practices for employees. For example, my supervisor would tell employees
26 when work would begin and when breaks would be taken. Employees did not control the timekeeping
27 process. Supervisors recorded or controlled the hours that were used for payroll, and employees were
28 paid based on those records.

1 6. The practices I experienced were not unique to me. Other hourly employees worked
2 under the same or similar supervisors, were subject to the same or similar schedules, and experienced
3 the same general timekeeping, meal period, rest period, and reimbursement practices. I personally
4 observed and discussed these issues with other employees.

5 7. I experienced unpaid work time. I kept track of my start and end times on my phone
6 and compared my recorded hours to my pay. I found that I was not always paid for all hours that I
7 worked. I checked my hours every two weeks, and there were pay periods where I believed I was
8 shorted hours. I raised this issue with my supervisor.

9 8. I also experienced unpaid work connected to machinery and equipment. During harvest
10 and other work, I had to keep machines going, help repair machines, fix belts, fix hydraulic arms, fix
11 tires, grease machines, and make sure equipment was ready to operate. At times, this work occurred
12 before, during, or after scheduled work periods, and not all of that time was recorded or paid.

13 9. I also experienced meal period violations. During harvest, there were times when I did
14 not take a 30-minute meal period because I had to keep machines operating or repair machines. This
15 occurred approximately twice per week during harvest. If I missed or delayed a meal period because
16 of work, I was not paid an additional hour of premium pay.

17 10. When I did take meal periods, they were not always timely or fully compliant. When
18 I was spraying crops, sometimes I had to wait until I finished a tank before taking a meal break,
19 because we were working in the fields and could not simply stop in the middle of spraying. This
20 caused meal periods to occur late at times. I did not receive premium pay for late, missed, shortened,
21 or interrupted meal periods.

22 11. I also experienced rest period violations. For most shifts, we were told that we only
23 received two breaks total: one short rest break and one 30-minute meal break. My supervisor told us
24 that the company only gave those two breaks. This was different from what I understood employees
25 were supposed to receive, including based on postings about breaks. When we asked about receiving
26 additional rest breaks, we were told that those were the rules at Batth Farms.

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1 12. I was also not provided all rest breaks that should have been provided for longer shifts.
2 During some shifts, including harvest, spraying, and other field work, employees worked long hours
3 but were not provided all required rest periods. I was not paid additional premium wages for missed
4 or non-compliant rest periods.

5 13. I also experienced issues with wage statements. Because I was not paid for all time
6 worked, including time I believed was missing from my pay, my wage statements did not accurately
7 reflect all hours worked or all wages earned.

8 14. I also experienced unreimbursed business expenses. I used my personal cell phone for
9 work-related purposes, including to call for pickup from the field, request parts, and receive orders
10 about what to do. This happened throughout the year, and I was not reimbursed for my cell phone
11 use. I also bought or brought tools and supplies for work, including wrenches and masks. We needed
12 tools to keep machines operating and to avoid delays in the field. Other employees also brought or
13 used their own tools for similar reasons. I was not reimbursed for these work-related expenses.

14 15. I also experienced issues at separation because, when my employment ended, I had not
15 been paid all wages I believe I was owed. Because my pay did not include all time worked and did
16 not include premium wages for non-compliant breaks, my final wages did not include all compensation
17 owed to me.

18 16. My experiences support commonality because the same questions apply to me and
19 other hourly-paid, non-exempt employees, including whether Defendant recorded and paid for all time
20 worked, whether supervisors controlled and rounded or otherwise failed to accurately record time,
21 whether employees performed unpaid pre-shift or post-shift work, whether employees were provided
22 compliant meal and rest periods, whether employees received premium wages for non-compliant
23 breaks, whether wage statements accurately reflected all hours and wages, and whether employees
24 were reimbursed for required tools and cell phone use.

25 17. My claims are typical of the claims of the Class and Aggrieved Employees because
26 they arise from the same general course of conduct and practices that affected other hourly employees.
27 Like other Class Members, I was paid hourly, performed similar for Defendant, worked under
28 Defendant's supervisors, relied on Defendant's timekeeping and payroll practices, performed work

1 that was not fully recorded or paid, experienced non-compliant meal and rest periods, received wage
2 statements based on incomplete pay records, and incurred work-related expenses that were not
3 reimbursed.

4 18. I also understand that this case is not only about my own claims. I seek relief for myself
5 and for other employees who experienced the same or similar practices. I believe my interests are
6 aligned with the Class and Aggrieved Employees because I experienced the same categories of
7 violations alleged on their behalf.

8 19. I have regularly conferred with my attorneys regarding the case as part of my
9 responsibilities as a class and PAGA representative. This process included searching for and providing
10 documents concerning my employment with Defendant, answering any questions my attorneys had
11 about the documents, providing information regarding the company's practices and the duties of other
12 hourly-paid and/or non-exempt employees, and helping my attorneys develop a strategy as to what
13 additional documents and information they could seek to obtain from Defendant.

14 20. I routinely checked in with my attorneys and their staff to make sure that they had all
15 of my most current information and any additional information that I had obtained. I made myself
16 available to answer any questions my attorneys had about Defendant's practices and treatment of its
17 employees whenever they needed me. I responded to them as quickly as possible and gave them as
18 much information as I could. Additionally, I helped my attorneys respond to written discovery and
19 met with them in order to prepare for my deposition, which took place in May 2025. Preparing for
20 and attending my deposition was a significant part of my participation in this case. At my deposition,
21 I answered detailed questions about my work history, job duties, schedules, hours worked, pay, breaks,
22 communications with supervisors, tools, cell phone use, other employees' experiences, and the basis
23 for my claims.

24 21. I understood that in the event this matter did not settle and proceeded with trial, I would
25 need to be in court to participate in the trial. I was ready to perform that role, as well as fulfill any
26 responsibilities that are necessary for this lawsuit.

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1 22. I know that I took a sizeable risk by bringing and pursuing this lawsuit for several
2 reasons. First, I understood that if I lost, I would potentially have to pay the costs in the lawsuit. I
3 also understood there was a risk of losing any job and/or income due to the time that I would have to
4 spend fulfilling my responsibilities in this matter, including having to attend the trial, if needed. In
5 contrast, the other employees who will be receiving money from this lawsuit did not have to file a
6 claim or take the risk that I took in bringing this action.

7 23. I reviewed the settlement agreement, discussed the settlement agreement with my
8 attorneys, and asked them questions before signing it.

9 24. I believe that I have done everything that my attorneys have asked of me and tried, to
10 the best of my ability, to seek relief for the Class, the Aggrieved Employees, and the State of
11 California. I have spent approximately 60-65 hours participating in this case as described above. I
12 believe my efforts helped get the result obtained in this case.

13 25. I understand that any resolution of this lawsuit on a class wide basis is subject to court
14 approval, and any settlement must be designed in the best interest of the Class as a whole. At all times
15 throughout the course of this litigation I have considered the interests of the Class and put them before
16 my own personal interests.

17 26. I understand that incentive or enhancement awards are discretionary and intended to
18 compensate named plaintiffs for: the quality and quantity of the work done on behalf of the class and
19 other employees, the financial and/or reputational risk undertaken in bringing the class and/or PAGA
20 action, and an acknowledgment of the benefits resulting from the representative's actions. I believe
21 my work in this matter is meritorious on these points for the reasons set forth above.

22 27. I respectfully request that the Court approve and award me a Service Award in the
23 amount of \$10,000.00 for my efforts and active participation in the case and for the broader, general
24 release of all claims that I have or may have against Defendant in connection with the settlement. This
25 Service Award is in addition to my share as a Class Member and Aggrieved Employee. Taking into
26 consideration the time that I dedicated to this case, I believe that this amount is reasonable. Beyond
27 the wage and hour claims being released by the Class Members generally, I am providing a broader,
28 general release of all claims – known and unknown – that I have or may have against Defendant arising

1 out of my employment. This includes any individual claims I may have under any theory of liability,
2 whether or not alleged in this action. I am releasing claims that other Class Members are not releasing,
3 which increases the value of the Service Award I am requesting.

4 28. I understand that Blackstone Law, APC and Bibiyan Law Group, P.C. will share the
5 attorneys' fees in this matter. I agreed to this in writing. I understand that the amount of attorneys'
6 fees will not increase as a result of this fee sharing.

7 29. I am not related to anyone associated with Blackstone Law, APC or Bibiyan Law
8 Group, P.C.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed on 09/17/2026, at HURON, California.

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