

BIBIYAN LAW GROUP, P.C.

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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 SEAN CHASWORTH IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 13, 2026

Time: 3:30 p.m.

Dept.: 502

Complaint Filed: June 24, 2021

FAC Filed: March 14, 2023

Trial Date: Not Set

1 Sage S. Stone (State Bar No. 304086)
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Tel: (310) 622-4278 / Fax: (855) 786-6356

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

1. I, Sean Chasworth, am an individual over the age of 18. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.
2. This declaration is made in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement in the case of *Huerta, et. al, v Baath Farms, Inc.* (Case No.: 21CECG01833).
3. I am a data analyst with Phillips, Fractor & Company, LLC ("PFC"), which offers consulting services to companies, government agencies, and other organizations as well as expert witness and consulting services in support of litigation, primarily in the areas of statistics, economics, finance, and survey/questionnaire related research. I have worked with PFC (and its predecessor firms) for over fifteen years, during which time I have performed database management, statistical reporting, and analysis on hundreds of databases.
4. I have given deposition testimony, testified in Federal District court for the Northern District of California, various administrative courts, and in arbitrations, and submitted dozens of declarations for state and federal court actions regarding my opinions and methodology. I have a Bachelor of Arts degree in mathematics from the University of Redlands and have passed numerous professional examinations. Prior to my tenure at PFC, I was a mathematics teacher in California public schools, a pension analyst (for which I passed numerous actuarial examinations), and a financial analyst (for which I passed examinations toward the Chartered Financial Analyst credential from the CFA Institute).
5. PFC (and its predecessor firms) has provided consulting and expert services on hundreds of litigation matters, including California wage and hour class action matters, and has been retained by both plaintiffs and defendants. In many of these cases, I have consulted on data collection and analysis issues to assist with the quantitative assessment of potential liability and class-wide economic losses.

6. My current CV and a list of recent testimony is attached as Exhibit A.
7. We have been engaged by Bibiyan Law Group, P.C., in this matter. PFC is not engaged on a contingency basis for this case, and my compensation is not dependent on the outcome of this litigation. An engagement letter for this case is attached as Exhibit B.
8. I was tasked with reviewing employee data, providing calculations and valuations of various claims on unpaid wage amounts, including applicable premium pay and penalties under California Law. I have been asked to provide a summary of the methodology used and calculations performed for use in mediation of this case.

Valuation of Class Claims

9. The principal source of data used for the calculations of this case was employee payroll data. This was provided to us in seven separate files, with filenames ranging from “BF_RH000378 (2019).xlsx” through “BF_RH000383 (2025).xlsx”. Each file contained employee pay information for one calendar year, formatted as an accounting report. These seven files were combined into a single file, with standard ‘data cleaning’ techniques to convert this information into a database format which was used for the calculations. That database contained 16,488 records, each record containing information for one employee pay-period. The ‘date’ field on these records ranged from 10/12/2019 through 5/2/2025, and there were 508 distinct employees, identified by employee name/ID number combinations.
10. Most of the dates of the pay periods were on or near the 5th and 20th of the month, suggesting a ‘semi-monthly’ pay schedule, with two pay periods per calendar month. Dates were assumed to represent the last days of a pay period.
11. To calculate a measure of days worked by an employee during a particular employee pay period, we counted the number of “work days” during the period from the day after the previous pay period end, through the end of the current pay period.

The calculation used Microsoft Excel's "NETWORKDAYS" function, a standard tool used in analysis of financial, accounting, and business data.

12. The time period covered by the payroll data is approximately 5.56 years. The time period in the class period, but before the beginning of the data (6/24/2017 – 10/12/2019), is approximately 2.30 years. The time period after the end of the data, through the valuation date (5/2/2025 through 10/6/2025), is approximately 0.43 years. These amounts of time were used to extrapolate the calculations from the payroll data to time periods where the data was not provided to me at the time the calculations were made, assuming that the amount of employees during the extrapolated periods was similar to the time covered by the data. We calculated these amounts for the pre- and post- data periods by multiplying the base loss amounts from the data by $2.30 / 5.56 = 0.414$ and $0.43 / 5.56 = 0.077$.
13. To calculate a rate of meal break compliance, we performed a sample of 100 weekly employee timecards, randomly selected from all timecards identified in 55 files in a collection of 'Personal Records' disclosed by Defendant. On each sampled timecard, I searched for shifts over five hours (and eligible for a meal break), with a meal break that began before the beginning of the sixth hour of work, and was at least 30 minutes in length. Of the 100 timecards, we located 462 eligible shifts, of which 36 shifts contained a documented on-time, 30-minute period that could represent a compliant meal break. This gives a $(462 - 36)/462 = 92.2\%$ non-compliance rate.
14. To calculate an amount of potential unpaid meal break premiums for a given pay period, the number of work days in the pay period was multiplied by one hour of time at the base rate of pay, then multiplied by the 92.2% non-compliance. The total of the individual meal break premium calculations of the 16,488 pay periods is \$2,254,791. Additional extrapolation amounts of \$933,477 (before data) and \$174,471 (after data) were added to give a total estimate of \$3,362,739 for unpaid meal break premiums.

15. To calculate an amount of potential unpaid rest break premiums for a given pay period, the number of work days in the pay period was multiplied by one hour of time at the base rate of pay, assuming that all work days were eligible for at least one rest break (at least 3.50 hours in length), but rest breaks were not provided. The total of the individual rest break premium calculations of the 16,488 pay periods is \$2,445,337. Additional extrapolation amounts of \$1,012,362 (before data) and \$189,215 (after data) were added to give a total estimate of \$3,646,915 for unpaid rest break premiums.
16. To calculate an amount of potential unpaid overtime premiums, I began by reviewing whether a given employee received overtime pay during that particular pay period. If they received overtime earnings, I calculated potential unpaid overtime assuming two unpaid hours per day during the “harvest” period of August, September, and October, or one unpaid hour per day otherwise. The amount of unpaid hours was then multiplied by the number of days in the work period, then divided by two to reflect a 50% overtime premium. A total of 2,902 pay periods with overtime were located during the ‘harvest’ period, 566 pay periods in other times. The total of individual pay period calculations was \$437,309 for ‘harvest’, and \$38,064 for other times, for a total of \$475,373. Additional extrapolation amounts of \$196,803 (before data) and \$36,783 (after data) were added to give a total estimate of \$708,960 for unpaid overtime premiums.
17. To calculate an amount of potential unpaid minimum wages from off-the-clock time, I calculated potential unpaid wages assuming two unpaid hours per day during the “harvest” period of August, September, and October, or one unpaid hour per day otherwise. The amount of unpaid hours was then multiplied by the number of days in the work period. A total of 4,712 pay periods were located during the ‘harvest’ period, 11,735 pay periods in other times. The total of individual pay period calculations was \$1,403,921 for ‘harvest’, and \$1,743,377 for other times, for a total

of \$3,147,298. Additional extrapolation amounts of \$1,302,972 (before data) and \$243,632 (after data) were added to give a total estimate of \$4,693,801 for potential unpaid minimum wages from off-the-clock.

18. To calculate an amount of potential unreimbursed business expenses, I assumed \$50 per employee, calculated on the first pay period, and an additional \$20 per month rate for all pay periods. The total of individual pay period calculations was \$181,997. Additional extrapolation amounts of \$75,346 (before data) and \$14,083 (after data) were added to give a total estimate of \$271,426 for unreimbursed business expenses.

19. To calculate an amount of potentially unlawful deductions for rent, I took amounts directly from the payroll data for "Rent Amount", which total \$923,557. Additional extrapolation amounts of \$382,350 (before data) and \$71,463 (after data) were added to give a total estimate of \$1,377,370 for potentially unlawful deductions for rent.

20. The Labor Code 203 Penalty for waiting time receiving wages after termination is calculated as 30 times the average daily pay for any employee separating from service. For purposes of this calculation, I considered an employee 'terminated' if the particular employee did not appear in the most recent two months of payroll data. I also calculated 'daily pay' assuming an 8-hour day, multiplied by the minimum wage in effect on the last day located for an employee in the payroll data. The payroll data contains at least 106 employees whose last dates are before 3/11/2025, indicating potential separating from service. The total Penalty under Labor Code Section 203 is calculated as the sum of the individual penalty calculations, or \$354,000.

21. The Penalty under California Labor Code 226 for Incorrect Pay Stubs is calculated as \$50 for the first incorrect pay stub, \$100 for each subsequent pay stub, with a \$4,000 maximum penalty for each employee, subject to a one-year statutory limit. I

calculate the penalty for an individual employee based on the number of pay periods worked by that employee in the time data after 6/24/2020. The total penalty for the class is calculated as the sum of the individual penalty calculations for each individual employee, or \$777,100.

22. An additional penalty under the Private Attorney Generals Act is calculated as \$100 for each pay period worked by that employee in the payroll data after 4/20/2020. The total penalty for the class is calculated as the sum of the individual penalty calculations for each individual employee, or \$1,485,100.

23. These amounts do not include prejudgment interest, nor do they include amounts which may have continued to accrue after 10/6/2025.

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

Executed on September 18th, 2026, at Pasadena California.



Sean Chasworth

Exhibit

A

PHILLIPS, FRACTOR & COMPANY, LLC

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SEAN C. CHASWORTH

December 2019

Current Position

Statistical, Database, and Pension Benefits consulting

Education

B.A. 1991 Mathematics, University of Redlands

1992 University of Redlands
 California Preliminary Single Subject Teaching Credential

Professional Examinations Passed

Administered by the CFA Institute

- Level I Examination, Passed June 2009

Administered by the American Society of Pension Actuaries

- Administrative and Qualification Issues of Retirement Plans: C-1
- Administrative Issues of Defined Benefit Plans: C-2(DB)
- Administrative Issues of Defined Contribution Plans C-2(DC)
- Met examination requirements for the Qualified Pension Administrator (QPA) designation.

Administered by the Society of Actuaries and the Casualty Actuary Society

- Probability and Statistics (Course 110)
- Calculus and Linear Algebra (Course 100)

Administered by the Joint Board for the Enrollment of Actuaries

- Mathematics of Compound Interest and Life Contingencies (Course 141/EA-1A)

Professional Certification – Microsoft Office User Specialist

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Personal Data

Born in Los Angeles, California

Email address: schasworth@rule26.com

Experience

- 2003 - present: Consultant and Analyst
Phillips, Fractor & Company, LLC, Pasadena (formerly Phillips Fractor Gorman)
- 2003 - 2006: Consultant and Analyst
Findlay, Phillips and Associates
- 1998 - 2003: Actuarial Analyst and Pension Administrator
Kravitz, Inc., Encino, California
- 1992 - 1997: Teacher, Hillside Junior High School, Simi Valley, California
Newbury Park High School, Newbury Park, California
Substitute Teacher for up to seven Ventura County school districts.
- 1995 - 1997: Instructor, Sylvan Learning Center, Thousand Oaks, California
- 1989 - 2005: Private Mathematics Instructor

Memberships

American Statistical Association

American Association for Public Opinion Research

Courses Taught

Mathematics: Algebra, Geometry, Trigonometry, Calculus, Matrix Algebra, Statistics

Computer Applications: Microsoft Excel, Microsoft Word

Science: Earth Science, Physics, Chemistry

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Awards and Honors

University of Redlands Mathematics Department - Departmental Excellence Award, 1991
1987 Los Angeles County Academic Decathlon: County Division Champion, 6 individual subject medals

Presentations at Professional Meetings

Panelist

"Careers for Math Majors", Mathematical Association of America, March 2000

Sean Chasworth – Testimony List

Deposition Testimony:

04/01/2021	Karen Hartstein vs. Hyatt Corporation United States District Court Central District of California 2:20-cv-4874
04/16/2021	Luke Davis, <i>et al</i> vs. Laboratory Corporation of America Holdings United States District Court Central District of California 2:20-cv-00893
08/19/2021	Pamela Stewart and Zulekha Abdul vs. Quest Diagnostics Clinical Lab. Inc. United States District Court Central District of California 3:19-cv-02043
09/28/2022	Desmond Augustine, <i>et al</i> vs. United Parcel Service, Inc. Superior Court of the State of California County of Los Angeles BC636468
02/24/2023	Boris Klarin, <i>et al</i> vs. Westoil Machine Services, Inc., <i>et al</i> Superior Court of the State of California County of Los Angeles 19STCV46852
10/26/2023	Christian Sanchez, <i>et al</i> vs. Auto-Chlor System of Washington, Inc. Superior Court of the State of California County of Los Angeles BC707670
11/08/2023	Patrick LaCross vs. Knight Transportation, Inc. United States District Court District of Arizona CV-15-00990-JJT
11/29/2023	Pamela Stewart and Zulekha Abdul vs. Quest Diagnostics Clinical Lab. Inc. United States District Court Central District of California 3:19-cv-02043
09/05/2024	Keith Huckaby vs. CRST Expedited, Inc., <i>et al</i> Superior Court of the State of California County of Los Angeles 21STCV37657

Arbitration and Other Testimony:

01/07/2020	Mark Brewer vs. Ecolab Inc. American Arbitration Association 01-19-0000-1056
06/17/2020	Blakeley vs. Ecolab Inc. American Arbitration Association
07/28/2020	Anderson vs. Ecolab Inc. American Arbitration Association

Exhibit B

G. Michael Phillips, Ph.D.

David T. Fractor, Ph.D.

William Ingersoll, Ph.D.

M. Christine Phillips, Ph.D.

Robert K. Neff, CPA, ABV

Sean Chasworth

George Arzumanyan, CFA® MAFF® CVA®

Thomas Sargent, M.S.

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Of Counsel

A. Lynn Matthews, Ph.D.

Dennis Halcoussis, Ph.D.

H. Drew Fountaine, CPA, CFE, Ed.D.

Joseph Histen, Ph.D.

Karina Cordova, Ph.D.

Bibiyan Law Group, P.C.

1460 Westwood Blvd. Suite 300

Los Angeles, CA 90024-4937

RE: Ramon Huerta, et al vs. Batth Farms, Inc., et al
County of Fresno case no. 21CECG01833

Dear Counsel,

This Agreement confirms that Phillips, Fractor & Company, LLC ("PFC" or "We" and "Our") will provide the services of Sean Chasworth; William Ingersoll, Ph.D.; Karina Cordova, Ph.D. (the "Experts"), and other professional staff, as needed, to Bibiyan Law Group, P.C. and Blackstone Law, APC ("Law Firm" or "Firm" or "You" and "Your") as consultants in connection with the case referenced above (the "Litigation"), and on the terms and conditions herein. We understand that the Firm represents Ramon Huerta and other plaintiffs ("Client") in the Litigation.

1. **Scope of Work:** You have asked PFC to provide statistical analysis and financial computations, deposition and/or trial testimony (upon request), including any work PFC determines to be reasonably necessary and advisable to accomplish these tasks (collectively, the "Engagement"). PFC will perform no other work as part of the Engagement unless by mutual written agreement (which agreement may take the form of an exchange of email or other correspondence or by other means). Accordingly, from time to time, the Engagement may be modified and/or expanded as set forth in the preceding sentence, and any such modification will be subject to the terms and conditions of this Agreement.
2. **Fees and Expenses:** It is Our intention to perform this Engagement as efficiently and affordably as possible, recognizing potential budgetary constraints. PFC's services, however, take a reasonable amount of time to render. Our fees are billed on an hourly basis. Mr. Chasworth's rate is \$400 per hour, Dr. Ingersoll's rate is \$500 per hour, and Dr. Cordova's rate is \$450 per hour. Rates are subject to change on 30 days' notice. Other personnel may be used in this Engagement, as appropriate, and typically rates for those persons range between \$350 to \$950 per hour. We will assign the appropriate personnel at PFC to render the service that comports with the level of expertise needed for this Engagement. You acknowledge that PFC has made no promises or representations about the total amount of fees to be incurred by You under this agreement.
3. **Payment:** Payment for Our services is in no way contingent (i) on the outcome of the Litigation, (ii) on the reaching of any particular result in Our work, (iii) on any opinion or testimony We may render, (iv) on the nature of any of Our findings; or (v) on any other condition other than Our performance of the work, or any portion thereof, in good faith. Accordingly, it is important that Our fees be paid promptly. PFC will bill the Firm for its work on this Engagement on a monthly basis and payment of all hourly fees and incurred costs is due on the date of the invoice. Expenses reasonably incurred by PFC

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in this Engagement will be billed at Our cost and included on invoices. Invoices shall be paid in full within 30 days. Amounts over 60 days past due are subject to interest charges of 1.5 percent per month. Please note, in the event the examining party fails to timely pay Our fees and costs for depositions, You agree to guarantee payment which will be included on Your next invoice.

You agree that You will review PFC's invoices upon receipt and will advise PFC of any objection to, or dispute with, the invoice or any time entry or item of work therein within 30 days of the invoice date. Any such objection or dispute not made in writing to PFC within 30 days of the invoice date is waived, and the fees and costs in the invoice are deemed to be accurate, correct and approved by the Firm. In the event You dispute a portion of an invoice, the undisputed portion shall still be paid in accordance with this Agreement.

A retainer of \$10,000 must be paid prior to the commencement of any services (check payable to Phillips, Fractor & Company, LLC). The retainer includes a fee of \$1,000 which is not refundable. In Our sole discretion, We may hold the retainer until the end of the engagement, or apply it (or portions of it) to one or more invoices in the course of the Engagement. If all or any part of the retainer is so applied, You agree to replenish the retainer to the full original amount within 30 days of Our request to do so. Upon completion or termination of the Engagement, any amount of the retainer remaining after deduction of any fees and other charges which then remain unpaid will be promptly returned to You.

In addition, should we agree to expand the scope of our services, We may require an additional retainer payment. We may also require an additional retainer in advance of a major activity such as trial preparation or testimony, preparation of an expert report, or any other matter that is likely to generate substantial work in a compressed period of time.

PLEASE NOTE: All outstanding billings must be paid in full prior to the delivery of reports, declarations, or testimony (deposition and/or trial). It is understood and agreed that timely payment for Our services and expenses will be solely the responsibility of the Firm. It is understood and agreed that You will pay all out-of-pocket expenses in connection with this matter. PFC is under no duty to release an Expert report or provide Expert testimony until PFC has been paid in full for all work performed to that date.

4. **Termination of Work by PFC:** Without liability, PFC reserves the right, in its sole discretion, to suspend all work on this Engagement, including providing testimony, preparing reports or data (as well as withholding the provision thereof) and all other work, if amounts due for this Engagement are not paid within 30 days. In the event that We continue to provide services notwithstanding the existence of fees outstanding for more than 30 days, We do not thereby waive Our right to stop providing service at a later date in accordance with this paragraph.

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PFC also reserves the right to terminate its work on this Engagement, without liability, if We believe that the Firm is requesting that PFC take actions or positions that We believe to be improper, or if the Firm is not reasonably cooperating with PFC, including, but not limited to, the failure to provide information relevant to Our work in the Engagement. Prior to termination pursuant to this paragraph, PFC shall provide written notice of its concern and intent to terminate in an effort to resolve the problem. Termination of work under this Section 4 shall not relieve the Firm of its responsibility to pay all outstanding fees and costs incurred to the date of termination.

5. **Retention of Documents:** Upon termination of this Engagement, and unless otherwise instructed by You, or unless otherwise required by law or court order, PFC will discard, at its discretion, all non-original copies of paper documents provided to PFC by You, Client or anyone else in connection with this Engagement, and will retain original copies for a period of two (2) years, after which such documents may also be discarded. PFC will retain electronic copies of documents for a period of four (4) years from the termination of the Engagement.
6. **Conflict Check:** Prior to beginning work on this matter, PFC will have undertaken a reasonable review of its records to determine PFC's relationships, if any, with persons or entities identified by You as parties to the Litigation or otherwise having a pecuniary interest in the Litigation, and will have concluded that no conflict exists that would, in PFC's professional opinion, prevent it from accepting and performing this Engagement, or would otherwise present a conflict of interest to PFC. In the event such a conflict exists, PFC will work with You to obtain any necessary waiver of the conflict or otherwise resolve the conflict of interest, if practicable. In the event such a conflict arises during the course of this Engagement and no waiver or other resolution can be had, PFC reserves the right, without liability, to terminate this Engagement.
7. **Limitation of Liability:** With exception for a claim for a breach of this Agreement, Client and the Firm agree that they shall not hold PFC or any of the Experts liable or responsible for any claims, liabilities, losses, damages or expenses incurred or allegedly incurred by either Client or Firm or both arising out of, or relating to, the Engagement or this Agreement, except to the extent such claim, liability, loss, damage or expense results solely from the gross negligence or willful misconduct of PFC or the Experts. In no event shall PFC be liable for any consequential, incidental, indirect, special or punitive damages, losses or expenses, and in no event shall the liability of PFC or any of the Experts, individually or collectively, whether in tort, contract, or otherwise exceed the amounts actually paid to PFC for the services rendered by PFC and/or any of the Experts pursuant to this Agreement.
8. **Information Provided to PFC by Client, Firm, or Third Parties:** In the event Our work on this Engagement requires PFC to rely on any data or other information provided to PFC by You or the Client, whether in writing, electronic form or otherwise, all such information (the "Client Information") will be presumed by PFC to be accurate, correct, true, current, valid and reliable unless it is clear on the face of such information not to be so, or unless You or Client inform PFC in writing otherwise.

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In the event Our work on this Engagement requires PFC to rely on any data or other information provided to PFC by an third party, including without limitation, other consultants, experts, vendors and the like, whether engaged by You or by PFC, and whether in writing, electronic form or otherwise, which We reasonably believe in good faith to be accurate, correct, true, current, valid and reliable, all such information (the "Third Party Information") is presumed by the Parties to be so. PFC assumes no responsibility, and shall not be held liable, for any claims, damages, costs, charges or expenses of any kind, brought or incurred by You and/or the Client arising from, caused by, related to, or otherwise in connection with the inaccuracy, falsity, invalidity, non-currency, or unreliability of either the Client Information or the Third Party Information.

9. **Force Majeur:** PFC shall not be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.
10. **Governing Law:** This Agreement shall be interpreted and controlled by the laws of the State of California.
11. **Arbitration:** In the event any dispute between You and PFC, or between Client and PFC, arising from or relating to this Engagement cannot be resolved informally, You, Client and PFC agree to forego the right to trial by jury and to resolve any and all such disputes between and/or among us, including the Experts or any other PFC employees or independent contractors who may have worked on the Engagement, and including but not limited to disputes over fees and charges or a breach of this Agreement, exclusively through private and confidential binding arbitration in Los Angeles, California, before a sole arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, or, in the event neither the disputed claims or counterclaims respectively exceed \$250,000, not including interest or attorneys' fees, then pursuant to the JAMS Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction.
12. **Attorney's Fees:** In any arbitration, proceeding, or other action arising out of, or related to this Agreement or to the services provided under this Agreement, the prevailing party shall receive, in addition to any and all other damages and relief awarded therein, reimbursement for its litigation expenses, including attorneys' fees, expert fees, collection fees, and other expenses, actually and reasonably incurred.
13. **Authority to Bind:** Each Party represents and warrants to the other Party that the person signing the Agreement on its behalf has the authority to do so, and that the signature that appears below binds it to the terms of the Agreement. The Firm further represents and warrants that it has the authority to bind Client to the terms and conditions of this Agreement insofar as any such term or condition affects

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the rights and/or obligations of Client, including, without limitation, the provisions of Section 7, Section 10, and Section 11 herein.

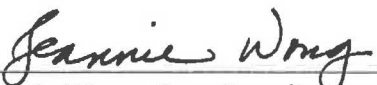
14. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and any prior oral or written statements concerning its subject are merged herein for all purposes and are of no further force and effect.
15. **Deemed Acceptance Upon Commencement of Work:** If PFC agrees to commence work on this Engagement at Your request prior to the execution of this Agreement, the beginning of such work shall be deemed acceptance of the Agreement and each and every term herein, whether or not the Agreement is ever actually executed.
16. **Survival:** All provisions herein which, by their nature, are intended to survive performance of this Engagement shall survive such performance and termination of the Agreement.

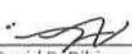
If the foregoing comports with Your understanding of our agreement, please sign and date this Agreement and return it to Our office. After We receive Your signed letter and retainer payment, We will be able to commence work on this matter. By signing below, You acknowledge that You, the attorney, are responsible for the payment of services rendered by Phillips, Fractor & Company, LLC in compliance with the requirement expressed above. We look forward to working with You.

RE: Ramon Huerta, *et al* vs. Batth Farms, Inc., *et al*

PHILLIPS, FRACTOR & COMPANY, LLC

AGREED:

By: 
Jeannie Wong, Case Coordinator

By: 
David D. Bibiyan (Jul 17, 2025 12:13 PDT)

July 15, 2025

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Name (print) David D. Bibiyan

Tax ID: 45-5551955

Date: 07/17/2025