

July 11, 2025

FIRST AMENDED PAGA NOTICE
FILED ELECTRONICALLY

Employer: Batth Farms, Inc.
5434 W. Kamm Ave.
Caruthers, California 93609

Re: *Notice Letter of Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez on Behalf of Themselves and Aggrieved Employees Under California Labor section 2699.3*

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”).

This First Amdedned PAGA Notice concerns Ramon Huerta’s (“Mr. Huerta”), Antonio Diaz’s (“Mr. Diaz”), Feliciano Bernabe Barrios’s (“Mr. Barrios”), Juan Carlos Moreno Lopez’s (“Mr. Lopez”), and Norberto Huerta-Martinez’s (“Mr. Huerta-Martinez”), (“Employees”) employment with Employees’ former employer: Batth Farms, Inc.

In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employees seek to represent all employees of Batth Farms, Inc., as well as its parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”) whether directly hired by Batth Farms, Inc. or placed to work at or for Batth Farms, Inc. by any staffing agency or entity, and/or farm labor contractor. On all other claims mentioned herein, Employees seek to represent only non-exempt employees of Employer, to the fullest extent permitted by law.

Mr. Huerta was employed as a non-exempt employee of Employer from approximately July of 2018 and through approximately August of 2020 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Mr. Diaz was employed as a non-exempt employee of Employer from approximately February of 2008 and through approximately February of 2021 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Mr. Barrios was employed as a non-exempt employee of Employer from approximately 2003 and through approximately January of 2021 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Mr. Lopez was employed as a non-exempt employee of Employer from approximately March of 2018 and through approximately February of 2021 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Mr. Huerta-Martinez was employed as a non-exempt employee of Employer from approximately August of 2017 and through approximately October of 2021 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Employer Failed to Pay Employees and Other Aggrieved Employees All Overtime Wages Owed

Employees and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employees are informed and believe and based thereon allege that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to work through rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, and to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, piece-rate compensation, and other forms of remuneration, including shift differential pay, into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight

pay instead of overtime pay to the detriment of Employees and other aggrieved employees. Consequently, Employees are informed and believe, and based thereon allege that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employees and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Pay Employees and Other Aggrieved Employees All Wages Owed

Employees are informed and believe and based thereon allege that Employer had and has a practice or policy of failing to compensate Employees and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to work through rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting time pay; failing to pay split shift premiums, failing to pay for rest and recovery time as well as other non-productive time. Employees are informed and believe and thereupon allege that, Employer, who provided rental housing to Employees and other aggrieved employees, deducted rent from Employees' and other aggrieved employees' wages in excess of the amounts allowed in all applicable wage orders, including Wage Order 14. As such, Employees are informed and believe and based thereon allege that Employer violated, without limitation, Labor Code section 1197 and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employees and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employer Failed to Provide Employees and Other Aggrieved Employees With Compliant Meal Periods

Employees are informed and believe and based thereon allege that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without providing uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employees are informed and believe and based thereon allege that Employer violated Labor Code section 512, entitling Employees and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employees are

informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employer Failed to Authorize and Permit Employees and Other Aggrieved Employees With Compliant Rest Periods

Employees are informed and believe and based thereon allege that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employees and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employees are informed and believe and based thereon allege that Employees and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employer Failed to Provide Compliant Cooldown Breaks, An Area to Take Cooldown Breaks and Clean, Potable Water

Employees are informed and believe and based thereon allege that Employer maintains policies or practices of failing to permit Employees and other aggrieved employees from taking cooldown rest periods in the shade as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. Employer also failed to provide Employees and other aggrieved employees with clean, potable water. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

Employer Failed to Maintain Accurate Records and Failed to Provide Them Upon Request

In addition to the above, Employees are informed and believe, and based thereon allege that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employees and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employees and other aggrieved employees upon request. This would entitle Employees and other aggrieved employees to penalties

prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Provide Accurate, Itemized Wage Statements

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employees are informed and believe and based thereon allege that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; a separate line item for rest and recovery time and other non-productive time, and other such information as required by Labor Code section 226, subdivision (a) and 226.2. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employees and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. In addition, Employer failed to provide Employees and the other aggrieved employees with wage statements that contained Employer's complete contact information, thus making it more difficult for Employees and other aggrieved employees to quickly ascertain where Employer's headquarters or mailing address was located. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employees and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employer Failed to Pay Employees and Other Aggrieved Employees All Wages Owed Upon Termination

Employees are informed and believe and based thereon allege that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employees and other terminated, or resigned, aggrieved employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Provide Employees and Other Aggrieved Employees With Required Notices Under Labor Code Section 2810.5

Employees are further informed and believe, and based thereon allege that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular

payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Reimburse Employees and Other Aggrieved Employees All Necessary Business Expenses They Incurred

Employees are informed and believe, and based thereon allege that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employees and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, including, without limitation, wrenches, pruning scissors, knife files, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employees and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Pay Employees and Other Aggrieved Employees Wages On Time

Employees are informed and believe, and based thereon allege that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Employees are informed and believe and based thereon allege that Employer did not and do not pay Employees and other aggrieved employees in accordance with Labor Code Section 204. As such, Employees are informed and believe, and based thereon allege that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employer Failed to Provide Employees and Other Aggrieved Employees With Adequate Sanitation Facilities.

Employees are informed and believe and based thereon allege that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employer Unlawfully Deducted the Wages of Employees and Other Aggrieved Employees in Violation of Labor Code Section 221

Employees are further informed and believe and based thereon allege that Employer had and has a practice or policy of illegally and improperly deducting wages from aggrieved employees' paychecks for housing in an amount exceeding the allowable limit by all applicable wage orders. Employer would automatically and directly deduct such wages from employee paycheck's for the payment of housing provided by Employer. Not only does such deduction of wages from employee paychecks violate Labor Code Section 221, but the amount deducted from employee paychecks greatly exceeds the amount allowable by all applicable wage orders. As such, Employees are informed and believe and based thereon allege that Employer violated, without limitation, Labor Code Sections 221 and 1198 entitling Employees and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code Section 2699.

Conclusion

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employees may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Rafael Yedoyan
Rafael Yedoyan

cc: Batth Farms, Inc. (via U.S. Certified Mail, Return Receipt Requested)