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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
NORBERTO HUERTA-MARTINEZ 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
FAC Filed: March 14, 2023
Trial Date: Not Set

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9 Attorneys for Plaintiffs, RAMON HUERTA,
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10 BARRIOS, and NORBERTO HUERTA-MARTINEZ on behalf of
themselves and all others similarly situated and aggrieved
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1. I am over the age of eighteen (18) and a resident of the State of California. I am one of the named plaintiffs in the above-captioned case. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I was employed by Defendant Batth Farms, Inc. (“Defendant”) as an hourly-paid, non-exempt Field Hand from approximately August 2017 to approximately October 2021. My duties included tractor driving, almond shaking, almond spraying, pruning, irrigation, clean up, and related work necessary for Defendant’s farming operations.

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

4. I worked alongside other hourly-paid employees who performed the same or similar work. Depending on the season and the job assignment, employees worked in crews performing tractor work, shaking, spraying, pruning, irrigation, maintenance, and clean-up work. Although employees may have been assigned to different tasks on different days, we were all subject to Defendant's direction and control while performing hourly work.

5. My understanding from working at Batth Farms was that supervisors controlled the daily work. Supervisors told employees where to report, what work needed to be done, what equipment or tools were needed, when crews should begin work, and when breaks would be taken. Employees like me did not control the timekeeping system Defendant used to calculate our pay.

DECLARATION OF PLAINTIFF NORBERTO HUERTA-MARTINEZ

1 6. During my employment, I understood that the hours used for payroll were controlled
2 or recorded by Defendant's supervisors. Employees did not prepare their own time records in a way
3 that fully captured the actual time we spent working. This was important because the time we spent
4 preparing for work, finishing work, and performing tasks outside the scheduled shift was not always
5 reflected in the pay we received.

6 7. I experienced unpaid work time. Before the paid shift began, I would perform tasks
7 needed to get ready for the day's work. These tasks included receiving instructions, preparing
8 equipment, gathering or checking tools, preparing tractors or machinery, putting on protective
9 equipment when required, and getting ready to travel or move into the fields. This preparation work
10 benefited Defendant and was necessary for me to do my job.

11 8. I also performed work after the scheduled or recorded shift ended. Depending on the
12 work being performed, this could include returning equipment, cleaning or checking machinery,
13 putting away tools, fueling or maintaining tractors or other equipment, and completing tasks necessary
14 before leaving for the day. I was not paid for all of this time.

15 9. Because Defendant did not record and pay all time worked before and after the
16 scheduled shift, I was not paid all wages owed to me. During busy periods, including harvest or
17 spraying work, the unpaid time also affected overtime because the actual time worked was more than
18 the hours Defendant recorded or paid.

19 10. I experienced meal period problems while working for Defendant. Meal periods were
20 affected by the crew schedule, the location of the work, the equipment being used, and the instructions
21 or expectations from supervisors. There were times when meal periods were not provided on time,
22 were shortened, were interrupted, or were missed because the work needed to continue. I did not
23 receive additional premium pay when meal periods were late, short, interrupted, or missed.

24 11. I also experienced rest period problems. When shifts were longer, including during
25 busier seasons, employees were not always provided all required rest periods. I did not receive
26 additional premium pay when rest periods were not provided, were missed, were shortened, or were
27 interrupted. The same general break practices applied to other hourly employees working with me
28 because we worked under the same supervisors and followed the same work schedules and crew

1 practices.

2 12. I also experienced wage statement issues. Because Defendant did not record and pay
3 all actual time worked, my wage statements did not accurately reflect all hours worked, all wages
4 earned, and all wages owed. The wage statements were based on Defendant's records, not on a
5 complete record of the time I actually spent working.

6 13. I also incurred necessary work-related expenses while working for Defendant. These
7 included items such as tools, supplies, clothing, safety equipment, or other materials needed to perform
8 work. Defendant did not reimburse me for all necessary work-related expenses I incurred for the
9 benefit of the company.

10 14. When my employment ended, I was not paid all wages owed because I had not been
11 paid for all hours worked, including unpaid pre-shift work, post-shift work, overtime when applicable,
12 and premium wages for non-compliant meal and rest periods.

13 15. My claims are based on Defendant's common practices, not on an isolated issue that
14 happened only to me. The same questions apply to me and other hourly-paid employees, including
15 whether Defendant recorded all actual time worked, whether supervisors controlled the time records,
16 whether employees performed unpaid work before or after scheduled shifts, whether employees
17 received compliant meal and rest periods, whether premium wages were paid when breaks were not
18 compliant, whether wage statements were accurate, and whether employees were reimbursed for
19 required work expenses.

20 16. My experiences are typical of the Class and Aggrieved Employees because they arise
21 from the same general system of work and pay. Like other hourly employees, I performed similar
22 work for Defendant, followed supervisor instructions, relied on Defendant's timekeeping and payroll
23 practices, performed work that was not always recorded or paid, experienced break practices
24 controlled by the work schedule and supervisors, and incurred work-related expenses that were not
25 fully reimbursed.

26 17. I understand that this lawsuit seeks relief for more than my individual claims. I brought
27 this case to address practices that affected me and other hourly-paid employees at Batth Farms. I
28 believe my interests are aligned with the Class and Aggrieved Employees because I experienced the

1 same categories of violations alleged on their behalf.

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

8 19. I routinely checked in with my attorneys and their staff to make sure that they had all
9 of my most current information and any additional information that I had obtained. I made myself
10 available to answer any questions my attorneys had about Defendant's practices and treatment of its
11 employees whenever they needed me. I responded to them as quickly as possible and gave them as
12 much information as I could.

13 20. I also assisted my attorneys with written discovery. This required me to review
14 questions from Defendant, think back through several years of employment, provide information about
15 my work duties and experiences, and help my attorneys prepare accurate responses. This process took
16 time and required me to focus on details about my employment that were not always easy to remember.

17 21. I also prepared for my deposition with my attorneys and understood that my testimony
18 was important to the case. Preparing for the deposition required me to review the claims, discuss my
19 work history, and be ready to answer questions about my schedules, pay, breaks, expenses,
20 supervisors, and the experiences I observed while working with other hourly employees. However,
21 my deposition ultimately did not go forward.

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

25 23. I know that I took a sizeable risk by bringing and pursuing this lawsuit for several
26 reasons. First, I understood that if I lost, I would potentially have to pay the costs in the lawsuit. I
27 also understood there was a risk of losing any job and/or income due to the time that I would have to
28 spend fulfilling my responsibilities in this matter, including having to attend the trial, if needed. In

1 contrast, the other employees who will be receiving money from this lawsuit did not have to file a
2 claim or take the risk that I took in bringing this action.

3 24. I reviewed the settlement agreement, discussed the settlement agreement with my
4 attorneys, and asked them questions before signing it.

5 25. I believe that I have done everything that my attorneys have asked of me and tried, to
6 the best of my ability, to seek relief for the Class, the Aggrieved Employees, and the State of
7 California. I have spent approximately 53-58 hours participating in this case as described above. I
8 believe my efforts helped get the result obtained in this case.

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

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

18 28. I respectfully request that the Court approve and award me a Service Award in the
19 amount of \$10,000.00 for my efforts and active participation in the case and for the broader, general
20 release of all claims that I have or may have against Defendant in connection with the settlement. This
21 Service Award is in addition to my share as a Class Member and Aggrieved Employee. Taking into
22 consideration the time that I dedicated to this case, I believe that this amount is reasonable. Beyond
23 the wage and hour claims being released by the Class Members generally, I am providing a broader,
24 general release of all claims – known and unknown – that I have or may have against Defendant arising
25 out of my employment. This includes any individual claims I may have under any theory of liability,
26 whether or not alleged in this action. I am releasing claims that other Class Members are not releasing,
27 which increases the value of the Service Award I am requesting.

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

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

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

Norberto Huerta

Norberto Huerta-Martinez