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on behalf of the general public as private attorney general.

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

ALEJANDRINA ROSAS, on behalf of the
general public as private attorney general,

Plaintiff,

v.

RACHMA CONTRACTING, INC.; and
DOES 1-50, inclusive,

Defendants.

CASE NO.: BCV-25-101762

**PAGA REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 et seq).**

1 Plaintiff ALEJANDRINA ROSAS (“Plaintiff”), on behalf the general public and all non-
2 exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against Defendants RACHMA CONTRACTING, INC. and DOES
4 1-50, inclusive (collectively “Defendants”) as follows:

5 **I. INTRODUCTION**

6 1. This is a representative action for recovery of penalties under the Private Attorneys
7 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
8 employees” to bring a lawsuit as a representative action on behalf of the general public as private
9 attorney general and all other current and former aggrieved employees, to recover civil penalties
10 and address an employer’s violations of the California Labor Code.

11 2. In this case, Defendants violated various provisions of the California Labor Code.
12 As set forth below, Defendants implemented policies and practices which led to Defendants’:
13 (a) failure to pay wages, including overtime; (b) failure to provide meal periods for every work
14 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
15 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
16 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
17 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
18 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
19 accurate itemized wage statements; and (f) failing to reimburse expenses. As a result, Plaintiff
20 seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney
21 general and all other aggrieved employees.

22 **II. JURISDICTION AND VENUE**

23 3. The California Superior Court has jurisdiction over this action pursuant to
24 California Constitution Article VI, Section 10, which grants the Superior Court “original
25 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
26 which this action is brought do not give jurisdiction to any other court.

27 4. This Court has jurisdiction over Defendants because, upon information and belief,
28 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

3 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
4 Civil Procedure section 395. Defendants are doing business throughout California, including but
5 not limited to Placer County, and each Defendant is within the jurisdiction of this Court for service
6 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
7 aggrieved employees within the State of California. Defendants employ numerous aggrieved
8 employees in in the State of California.

9 6. On information and belief, Defendants have conducted business within the State of
10 California during the purported liability period and continue to conduct business throughout the
11 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
12 similarly situated non-exempt aggrieved employees within California.

13 7. The California Superior Court also has jurisdiction in this matter because on
14 information and belief there are no federal questions at issue, as the issues herein are based solely
15 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
16 California Code of Civil Procedure, the California Civil Code, and the California Business and
17 Professions Code.

18 8. On information and belief, during the statutory liability period and continuing to
19 the present (“liability period”), Defendant consistently maintained and enforced against
20 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
21 and policies, in violation of California state wage and hour laws: (a) failure to pay wages,
22 including overtime; (b) failure to provide meal periods for every work period exceeding more than
23 five (5) or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay
24 an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
25 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
26 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay
27 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage
28 statements; and (f) failing to reimburse expenses.

9. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 221, 224, 226, 226.3, 226.7, 432, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

10. Plaintiff, ALEJANDRINA ROSAS, was employed by Defendants in approximately September 2019, as a Non-Exempt Employee with the title of Field Worker and worked during the liability period for Defendant. Plaintiff's duties included, but were not limited to picking grapes and other seasonal fruits, assisting in setting up tents and water dispensers for other field workers, packing, sorting, and tending to other tasks in the field.

11. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

a) perform work subject to the control of the employer without being compensated all wages including overtime and minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);

b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

a) failing to pay wages, including overtime and minimum wages;

b) failing to provide accurate itemized wage statements;

- 1 c) failing to timely pay Plaintiff and Aggrieved Employees; and
2 d) not reimbursed business expenses.

3 On information and belief, Defendants willfully failed to pay all earned wages in the form
4 regular wages, minimum wages, overtime wages, gratuity wages and meal and rest period
5 premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants
6 returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with
7 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et seq.*
8 on behalf of the general public as private attorney general and all other aggrieved employees.

9 **B. Defendants**

10 e) Defendants RACHMA CONTRACTING, INC. operates as a farming and
11 agricultural business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who
12 work or have worked for Defendants over the last year.

13 f) Other than identified herein, Plaintiff is unaware of the true names, capacities,
14 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
15 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
16 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
17 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
18 ascertained.

19 g) Plaintiff is informed and believes and thereon alleges that each Defendant, directly
20 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved
21 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is
22 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this
23 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in
24 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
25 defendants.

26 **IV. GENERAL ALLEGATIONS**

27 h) At all times set forth herein, Defendants employed Plaintiff and other persons in the
28 capacity of non-exempt positions, however titled, throughout the state of California.

1 i) Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
2 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
3 rules and regulations of the IWC California Wage Orders.

4 j) Defendants continue to employ Non-Exempt Employees, however titled, in
5 California and implement a uniform set of policies and practices to all non-exempt employees, as
6 they were all engaged in the job duties related to Defendant's farming and agricultural business.

7 k) Plaintiff is informed and believes, and thereon alleges, that Defendants are and
8 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
9 of the requirements of California's wage and employment laws.

10 l) Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
11 Employees are citizens of the state of California.

12 m) During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
13 Employees based upon an hourly rate.

14 n) In addition, the Aggrieved Employees frequently worked in excess of eight (8)
15 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time
16 at the employee's correct rate of pay per hour for overtime.

17 o) Plaintiff consistently and regularly worked overtime hours, prior to her shift start
18 time as well as after her shift end time, but was only compensated for six (6) hours of work,
19 despite working approximately eight (8) hours each shift.

20 p) Plaintiff and the Aggrieved Employees were regularly required to work shifts in
21 excess of five hours without being provided a lawful meal period and over ten hours in a day
22 without being provided a second lawful meal period as required by law.

23 q) Plaintiff and Aggrieved Employees missed meal breaks often. Meal breaks were
24 often interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay
25 premium wages for missed, short or late meal breaks.

26 r) Plaintiff was required to work through all meal periods and Defendants failed to
27 offer or require any meal break at all. In fact, Aggrieved Employees who took a legally compliant
28 meal period were often times fired on the spot for doing so. Defendants required Plaintiff and

1 Aggrieved Employees to meet certain goals by the end of each day, not allowing for any meal
2 period to be taken and causing Plaintiff and Aggrieved Employees to work without breaks in fear
3 they would lose their jobs.

4 s) Further, Plaintiff and Aggrieved Employees were prohibited from leaving the
5 premises for any meal period.

6 t) Indeed, during the relevant time, as a consequence of Defendants' staffing and
7 scheduling practices, work demands, and Defendants' policies and practices, Defendants
8 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
9 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

10 u) Similarly, as a consequence of Defendants' staffing and scheduling practices, work
11 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
12 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
13 required by law.

14 v) On information and belief, Plaintiff and Aggrieved Employees did not waive their
15 rights to meal periods under the law.

16 w) Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
17 meal periods.

18 x) Despite the above-mentioned meal period violations, Defendants failed to
19 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
20 one additional hour of pay at their regular rate as required by California law when meal periods
21 were not timely or lawfully provided in a compliant manner.

22 y) Plaintiff are informed and believe, and thereon alleges, that Defendants know,
23 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
24 were entitled to receive premium wages based on their regular rate of pay under Labor Code
25 §226.7 but were not receiving such compensation.

26 z) In addition, during the relevant time frame, Plaintiff and the Non-Exempt
27 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
28 period for every four hours worked or major fraction thereof, including third rest breaks which is a

1 violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the
2 aforementioned ten (10) hour and above work days.

3 aa) Defendants maintained and enforced scheduling practices, policies, and imposed
4 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
5 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
6 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
7 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

8 bb) Plaintiff and Aggrieved Employees were not given any rest breaks at all. Similar to
9 the meal breaks, Plaintiff and Aggrieved Employees were required to work through rest periods.
10 Plaintiff was entitled to at least two (2) rest periods during her shifts, despite receiving none.

11 cc) Despite the above-mentioned rest period violations, Defendants did not compensate
12 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
13 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
14 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
15 permitted. Plaintiff was required to remain on duty through his available rest breaks and he would
16 be required to drive on the road during his rest periods.

17 dd) Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
18 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
19 work to conduct pre-shift work activities. For instance, due to Plaintiff's circumstances of not
20 having a vehicle, she would carpool to work each day with her boss, Lorena. Plaintiff would arrive
21 to work by 5:00 a.m., although her shift was not scheduled to begin until 6:00 a.m. Plaintiff was
22 put to work immediately when she arrived and was forced to set up workstations and tents,
23 including water dispensers and more, all before the start of her shift. Plaintiff was not
24 compensated for this time spent working off the clock.

25 ee) Similar to her pre-shift work activities, Plaintiff is informed and believes that
26 Plaintiff and Aggrieved Employees were not compensated for all time worked as Plaintiff and
27 Aggrieved Employees as a result of off-the-clock work to conduct post-shift work activities. For
28 instance, Plaintiff was required to continue working once her shift was over, as she had to put

1 things away and arrange them for the next business day. Plaintiff's position required prep time and
2 despite this, Defendants failed to pay Plaintiff and Aggrieved Employees for all time spent
3 working.

4 ff) Defendants also failed to provide accurate, lawful itemized wage statements to
5 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
6 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
7 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
8 Plaintiff and the Aggrieved Employees' wage statements.

9 gg) On information and belief, during the relevant time frame, Defendants failed to
10 adequately reimburse Plaintiff and Aggrieved Employees for the necessary clothing required to
11 conduct the job. Plaintiff and Aggrieved Employees needed specific clothing and accessories to
12 conduct their job duties out in the field. Plaintiff and Aggrieved Employees paid out of pocket for
13 long-sleeve shirts, sun hats, cargo pants, black boots, sunglasses, cooling towels for hot weather,
14 and durable jackets for cold weather. Such business expenditures incurred were incurred in direct
15 consequence of Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.

16 hh) Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
18 thereof for resignations without prior notice as the case may be) they had a duty to accurately
19 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
20 meal and rest period premiums, and that Defendants had the financial ability to pay such
21 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
22 because of the above-specified violations.

23 ii) During the relevant time frame, Defendants shaved Plaintiff's and on information
24 and belief Aggrieved Employees' time. For instance, did not maintain a method of clocking-in and
25 clocking-out for Plaintiff and Aggrieved Employees. Defendants clocked-in and out for Plaintiff
26 and Aggrieved Employees and would shave time to reflect shift times instead of actual hours
27 worked. Over time, this resulted in an underpayment of minimum and overtime wages. On
28 information and belief, Defendants failed to properly compensate Plaintiff and Aggrieved

1 Employees by impermissibly rounding down and/or failing to round up Plaintiff's pay.

2 jj) At all times relevant, Defendants implemented a rounding system, which over time
3 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

4 kk) Upon information and belief, Defendants knew and or should have known that it is
5 improper to implement policies and commit unlawful acts such as:

6 (a) requiring employees to work four (4) hours or a major fraction thereof without
7 being provided a minimum ten (10) minute rest period and without compensating the employees
8 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
9 rest period was not provided;

10 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
11 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
12 and without compensating employees with one (1) hour of pay at the regular rate of compensation
13 for each workday that such a meal period was not provided;

14 (c) failing to pay overtime and minimum wages;

15 (d) failing to provide accurate itemized wage statements;

16 (e) failing to timely pay Plaintiff and Aggrieved Employees; and

17 (f) failing to reimburse business expenses;

18 ll) In addition to the violations above, and on information and belief, Defendants knew
19 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
20 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
21 knowingly, recklessly, and/or intentionally failed to do so.

22 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
23 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
24 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
25 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

26 **REPRESENTATIVE CLAIMS**

27 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

28 mm) Plaintiff incorporates by reference and re-alleges each and every allegation

1 contained above, as though fully set forth herein.

2 nn) On March 7, 2025, Plaintiff complied with notice requirements pursuant to Labor Code
3 section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating
4 that the LWDA and Defendants were put on notice of the claims alleged here and that the notice
5 requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated
6 intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
7 representative capacity. The substance and violations set forth in this Complaint of which the
8 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
9 Action Complaint to the LWDA.

10 oo) Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
11 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
12 Employees of Defendants.

13 pp) Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
14 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
15 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
16 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage Orders and
17 California Code of Regulations, Title 8, section 11000 *et seq.*

18 qq) At all times relevant, Plaintiff and all other aggrieved employees regularly
19 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
20 rest break requirements of the applicable IWC wage order and the Labor Code.

21 rr) Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
22 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
23 aggrieved Employees to work off-the-clock as outlined above.

24 ss) Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
25 overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime
26 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
27 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its
28 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in

1 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
2 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
3 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
4 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
5 in a day on the seventh day of work in a particular work week.

6 tt) Defendants failed to provide Plaintiff and all other aggrieved employees
7 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
8 and enforced policies of on duty meal period practices which required employees to work during
9 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
10 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
11 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
12 time of trial.

13 uu) Plaintiff, and on information and belief, all aggrieved employees, were
14 systematically not permitted or authorized to take ten minute rest periods for every four hours
15 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
16 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
17 hour of wages for every day in which a rest period was missed or untimely as a result of
18 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
19 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
20 Employees, and by failing to provide compensation for such non-provided or shortened rest
21 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
22 226.7, 512 and the applicable IWC Wage Order.

23 vv) Defendants also willfully violated Labor Code sections 201-203 by failing to
24 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
25 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
26 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
27 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
28 the subject employee's wages until the back wages are paid in full or an action is commenced.

1 The penalty cannot exceed 30 days of wages.

2 ww) Plaintiff and all other aggrieved employees who were separated from employment
3 are entitled to compensation for all forms of wages earned, including but not limited to
4 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
5 have not received such compensation, therefore entitling them to penalties under PAGA for
6 violations of Labor Code sections 201-203.

7 xx) On information and belief, Defendants willfully failed to pay all wages due and
8 owing upon separation from employment. These wages include but are not limited to regular and
9 overtime wages, and meal and rest period premiums.

10 yy) In addition, upon information and belief, Plaintiff alleges that Defendants failed to
11 pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants
12 failed to factor all forms of compensation into the regular rate.

13 zz) On information and belief, Defendants failed to provide accurate itemized wage
14 statements which failed to include the rate of pay and total hours worked per pay period, failed to
15 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
16 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
17 to Labor Code section 226(a).

18 aaa) Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
19 and the hours for which they worked for any given pay period.

20 bbb) Defendants have failed to accurately record all time worked.

21 ccc) Defendants have also failed to accurately record the meal and rest period premiums
22 owed and all wages owed per pay period.

23 ddd) Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
24 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
25 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
26 for each violation in a subsequent citation, for which the employer fails to provide the employee a
27 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

28 eee) Labor Code section 1197 makes it unlawful to pay an employee less than the

1 minimum wage as established by the Industrial Welfare Commission.

2 fff) Labor Code section 1198 provides that the maximum hours of work and the
3 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
4 standard conditions of labor by the commission shall be the maximum hours of work and the
5 standard conditions of labor for employees. The employment of any employee for longer hours
6 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

7 ggg) The applicable reporting time wages are fixed by the IWC in Wage Order 1.

8 hhh) In relevant part, Section 5 of the applicable wage order provides:

9 (A) Each workday an employee is required to report for work and does report,
10 but is not put to work or is furnished less than half said employee's usual or scheduled
11 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
12 no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
13 rate of pay, which shall not be less than the minimum wage.

14 jjj) On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
15 Employees for business expenses incurred as described above. Labor Code § 2802 requires
16 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
17 direct consequences of the discharge of his or her duties. Despite these realities of the job,
18 Defendants failed to provide reimbursements.

19 kkk) Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
20 implied, made by any employee to waive the benefits of this article or any part thereof is null and
21 void, and this article shall not deprive any employee or his or her personal representative of any
22 right or remedy to which he is entitled under the laws of this State.

23 lll) Additionally, Defendants have no accurate records relating to aggrieved employees'
24 work periods, meal periods, total daily hours worked, total hours worked per payroll period and
25 applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain
26 accurate records relating to hours worked daily in violation of Labor Code sections 1174(d),
27 1174.5.

28 mmm) Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
implied, made by any employee to waive the benefits of this article or any part thereof is null and
void, and this article shall not deprive any employee or his or her personal representative of any

1 right or remedy to which he is entitled under the laws of this State.”

2 nnn) Labor Code §1198.5(a) provides that “[e]very current and former employee, or his or
3 her representative, has the right to inspect and receive a copy of the personnel records that the
4 employer maintains relating to the employee’s performance or to any grievance concerning the
5 employee.”

6 ooo) 1198.5(b)(1) the employer shall make the contents of those personnel records
7 available for inspection to the current or former employee, or his or her representative, at
8 reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the
9 employer receives a written request, unless the current or former employee, or his or her
10 representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
11 records, and the agreed-upon date does not exceed 35 calendar days from the employer’s receipt of
12 the written request. Upon a written request from a current or former employee, or his or her
13 representative, the employer shall also provide a copy of the personnel records, at a charge not to
14 exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer
15 receives the request, unless the current or former employee, or his or her representative, and the
16 employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as
17 long as the agreed-upon date does not exceed 35 calendar days from the employer’s receipt of the
18 written request. Except as provided in paragraph (2) of subdivision (c), the employer is not
19 required to make those personnel records or a copy thereof available at a time when the employee
20 is actually required to render service to the employer, if the requester is the employee.

21 ppp) 1198.5(k) if an employer fails to permit a current or former employee, or his or her
22 representative, to inspect or copy personnel records within the times specified in this section, or
23 times agreed to by mutual agreement as provided in this section, the current or former employee or
24 the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
25 employer. Here, Defendant failed to furnish such records upon Plaintiff’s request.

26 qqq) Additionally, Defendant have no accurate records relating to aggrieved employees’
27 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
28 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate

1 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

2 rrr) As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are
3 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
4 worked.

5 sss) Plaintiff and the Representative aggrieved Employees are entitled to recover
6 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 9 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 10 2. For reasonable attorneys' fees and costs; and
- 11 3. For such other and further relief as the Court deems proper.

12

13

14 Dated: May 13, 2025

JAMES HAWKINS APLC

15

16 By: _____

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

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19 Attorneys for Plaintiff ALEJANDRINA
20 ROSAS, on behalf of the general public as
21 private attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

March 7, 2025

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

RACHMA CONTRACTING, INC.
Agent for Service of Process:
Lumy Natangcop
639 Road 152
Delano, California 93215
Receipt No.: 9589 0710 5270 0078 0178 53

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

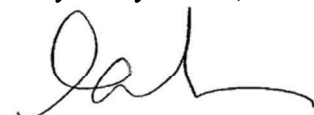
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff ALEJANDRINA ROSAS, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency and RACHMA CONTRACTING, INC. through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Kern County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint