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*Attorneys for Plaintiff Selena Bolanos,
Aggrieved Employee of Defendants,
on Behalf of the State of California's
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants*

This case has been assigned to Judge Speiller, Stacy,
Department 22, for all purposes including Trial.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS**

SELENA BOLANOS, Aggrieved Employee
of Defendants, on Behalf of the State of
California's Labor and Workforce
Development Agency for All Aggrieved
Employees of Defendants,

Plaintiff,

v.

FISHER NUT COMPANY, an Unknown
Business Entity; FISHER NUT COMPANY
RE HOLDING, LLC, a Delaware Limited
Liability Company; J RODRIGUEZ FARM
LABOR CONTRACTOR INC., an Unknown
Business Entity; and DOES 1-100, Inclusive,

Defendants.

Case No. CV-26-002079

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

1 Plaintiff SELENA BOLANOS (hereinafter, “Plaintiff”), who is an aggrieved employee of
2 Defendants FISHER NUT COMPANY, FISHER NUT COMPANY RE HOLDING, LLC, J
3 RODRIGUEZ FARM LABOR CONTRACTOR INC., and DOES 1 through 100, inclusive,
4 (collectively, “Defendants”), brings this representative action as proxy for the State of California’s
5 Labor and Workforce Development Agency (“LWDA”) on behalf of all current and former
6 aggrieved employees of Defendants in California, and hereby alleges the following facts and
7 claims against Defendants, and respectfully request civil penalties, all other available relief, and a
8 trial by jury of all issues and causes of action so triable.

9 INTRODUCTION

10 1. Plaintiff brings this representative action as the proxy for the State of California’s
11 LWDA against Defendants for civil penalties pursuant to California’s Private Attorneys General
12 Act of 2004 (hereinafter, the “PAGA”), Labor Code section 2698, *et seq.*, resulting from
13 Defendants’ violations of “wage and hour” laws protective of Defendants’ aggrieved employees
14 under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders.
15 The PAGA permits an aggrieved employee to bring a representative action as the State’s
16 designated proxy on behalf of herself and all other current and former non-exempt aggrieved
17 employees of an employer to recover civil penalties for violation of California’s Labor Code.

18 2. Defendants’ systematic pattern of Labor Code and IWC Wage Order violations
19 toward Plaintiff and other current and former aggrieved employees include, but are not limited to:

20 a. Failure to compensate for all hours worked in violation of Labor Code
21 sections 204, 1194, 1197, and 1198;

22 b. Failure to pay all overtime wages owed for time worked in violation of
23 Labor Code section 510;

24 c. Failure to provide meal periods and/or premium pay for non-compliant
25 meal periods in violation of Labor Code sections 226.7, 512, 558, 1198, and 1199 and Section 11
26 of the IWC Wage Order(s);

27 d. Failure to authorize and permit all paid rest periods and/or provide premium
28 pay for non-compliant rest periods in violation of Labor Code sections 226.7, 1197, 1198, and

1 1199, and Section 12 of the IWC Wage Order(s);

2 e. Failure to provide payment for sick leave in violation of Labor Code
3 sections 246, 248.2, 248.5;

4 f. Failure to maintain workplace temperatures that provide reasonable comfort
5 in violation of Labor Code sections 1198 and 6720 and section 15 of the applicable IWC Wage
6 Order;

7 g. Failure to furnish accurate itemized wage statements in violation of Labor
8 Code section 226(a); and

9 h. Failure to timely pay all final wages owed upon separation of employment
10 in violation of Labor Code sections 201, 202, and 203.

11 **PARTIES**

12 3. Plaintiff SELENA BOLANOS is an individual over the age of eighteen (18).
13 Plaintiff is and, at all relevant times mentioned in this Complaint, was a California citizen residing
14 within Stanislaus County, California. Plaintiff was assigned by Defendant J RODRIGUEZ FARM
15 LABOR CONTRACTOR INC. to work at Defendants FISHER NUT COMPANY and FISHER
16 NUT COMPANY RE HOLDING, LLC's facilities in California from approximately November
17 11, 2024 through February 21, 2025. At all relevant times herein, Plaintiff was an "employee" as
18 that term is used in the Labor Code. During the applicable statutory period, Plaintiff was subject to
19 various policies, procedures, and practices implemented by Defendants that, as alleged herein,
20 were and are in violation of the Labor Code.

21 4. Defendant J RODRIGUEZ FARM LABOR CONTRACTOR INC. is and at all
22 relevant times herein was an unknown business entity, having its principal place of business at
23 16649 Elm Ave, Patterson, CA 95363, and are the owners and operators of an industry, business
24 and/or facility licensed to do business and actually doing business in the State of California as an
25 industrial contracting services provider. Defendant J RODRIGUEZ FARM LABOR
26 CONTRACTOR INC. is an "employer" as the term is used in the Labor Code and IWC Wage
27 Orders.

28 5. Defendant FISHER NUT COMPANY is and at all relevant times herein was an

1 unknown business entity, having its principal place of business at 137 N Hart Rd, Modesto, CA
2 95358, and are the owners and operators of an industry, business and/or facility licensed to do
3 business and actually doing business in the State of California as an wholesale almond processing
4 company. Defendant FISHER NUT COMPANY is an “employer” as the term is used in the Labor
5 Code and IWC Wage Orders.

6 6. Defendant FISHER NUT COMPANY RE HOLDING, LLC is and at all relevant
7 times herein was a Delaware limited liability company, having its principal place of business at
8 137 N Hart Rd, Modesto, CA 95358, and are the owners and operators of an industry, business
9 and/or facility licensed to do business and actually doing business in the State of California as an
10 wholesale almond processing company. Defendant FISHER NUT COMPANY RE HOLDING,
11 LLC is an “employer” as the term is used in the Labor Code and IWC Wage Orders.

12 7. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on
13 information and belief now, and/or at all times mentioned in this Complaint were licensed to do
14 business and/or actually doing business in California, including Stanislaus County, and each of the
15 fictitiously named Defendants are responsible for the conduct alleged in this Complaint. Plaintiff
16 does not know the true names or capacities, whether individual, partner or corporate, of DOES 1
17 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such fictitious
18 names pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 474.
19 Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon
20 as they are ascertained.

21 8. Defendants, and each of them, are now and/or at all times mentioned in this
22 Complaint were in some manner legally responsible for the events, happenings and circumstances
23 alleged in this Complaint.

24 9. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
25 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

26 10. Defendants, and each of them, are now and/or at all times mentioned herein were
27 the agents, servants and/or employees of some or all other Defendants, or vice-versa, and in doing
28 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this

1 Complaint were acting within the course and scope of that agency, servitude and/or employment.

2 11. Defendants, and each of them, are now and/or at all times mentioned in this
3 Complaint were members of and/or engaged in a joint venture, partnership and common
4 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
5 partnership and common enterprise.

6 12. Defendants, and each of them, at all times mentioned in this Complaint, committed
7 acts and omissions in concert with each other. Plaintiff is informed and believes, and thereon
8 alleges, that at all times relevant hereto that Defendants were the joint employers, alter egos,
9 divisions, affiliates, integrated enterprises, subsidiaries, parents, principals, sisters, related entities,
10 co-conspirators, agents, partners, joint venturers, servants, joint enterprisers, and/or guarantors,
11 actual or ostensible, of each other. Plaintiff is informed and believes, and thereon alleges, that each
12 of the Defendants was completely dominated by his, her or its codefendant and had authority,
13 actual or ostensible, to perform the actions alleged herein, unless alleged otherwise.

14 13. Defendants, and each of them, at all times mentioned in this Complaint concurred
15 and contributed to the various acts and omissions of each and every one of the other Defendants in
16 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

17 14. Defendants, and each of them, at all times mentioned in this Complaint approved
18 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
19 this Complaint.

20 15. Defendants, and each of them, at all times mentioned in this Complaint aided and
21 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
22 causing the damages alleged in this Complaint.

23 **JURISDICTION AND VENUE**

24 16. The California Superior Court has jurisdiction in this matter pursuant to California
25 Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all
26 causes except those given by statute to other trial courts.” The statutes under which this action is
27 brought do not specify any other specific basis for jurisdiction.

28 17. The California Superior Court also has jurisdiction in this matter because both the

1 individual and aggregate monetary damages and restitution sought herein exceed the minimal
2 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

3 18. The California Superior Court also has jurisdiction over Defendants because they
4 are corporations and/or entities and/or persons with sufficient minimum contacts in California, are
5 citizens of California, or otherwise intentionally availed themselves of the California market so as
6 to render the exercise of jurisdiction over them by the California courts consistent with traditional
7 notions of fair play and substantial justice. There is no federal question at issue as the issues herein
8 are based solely on California statutes and law, including the Labor Code. Thus, this Court
9 maintains appropriate jurisdiction to hear this matter.

10 19. Venue is proper in the Superior Court of California for the County of Stanislaus,
11 pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in
12 that liability arose in Stanislaus County because at least some of the acts and omissions that are the
13 subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains
14 offices, transacts business, exists, and/or has an agent in Stanislaus County.

15 **FACTUAL ALLEGATIONS**

16 20. During the applicable statutory period, Defendants employed Plaintiff as an hourly
17 paid, non-exempt employee from approximately November 11, 2024 through February 21, 2025.

18 21. During the relevant statutory period, Defendants failed to pay Plaintiff for all hours
19 worked and overtime hours worked after eight hours in a day and/or after forty hours in a week.
20 due to Defendants' policy and practice of requiring employees to work off the clock and rounding
21 time in their favor. For example, Plaintiff was required to wait approximately 1 minute to clock in
22 for her shifts and was not compensated for that time. Moreover, On November 21, 2024, Plaintiff
23 clocked in for her shift at 5:59 a.m., took a 30 minute meal from 10:02 to 10:32 and clocked out of
24 her shift at 2:30 p.m. Rather than being paid 8 hours and 1 minute, Defendants paid Plaintiff
25 exactly 8 hours.

26 22. During the relevant statutory period, Defendants failed and fail to provide Plaintiff
27 with compliant thirty minute off-duty thirty-minute-long meal periods for work periods and failed
28 to pay her premium wages at the regular rate of pay thereto. For example, Defendants

1 automatically deduct 30 minutes from Plaintiff's time worked irrespective of whether the meal
2 period is taken or not and if it is either taken late or is actually less than 30 minutes. Additionally,
3 Plaintiff had to return early from meals periods, usually by a minute or so, because there was a line
4 to clock back in from lunch.

5 23. During the relevant statutory period, Defendants failed to relinquish control over
6 Plaintiff to provide her with legally-compliant ten (10) minute off-duty rest periods for every four
7 (4) hours of work or major fraction thereof, as required by California law and failed to pay
8 premiums for the in compliant rest periods. For example, Defendants do not take into account the
9 time Plaintiff to spend walking to and from the break area.

10 24. During the relevant statutory period, Defendants failed to provide a workspace with
11 reasonable comfort consistent with industry-wide standards for the nature of the process and the
12 work performed. For example, Defendants' facilities were excessively cold during the winter
13 months.

14 25. During the relevant statutory period, Defendants failed to compensate Plaintiff for
15 all vested sick time earned at the correct accrual rates in accordance with her employment
16 contracts and/or Defendants' policies.

17 26. During the relevant statutory period, Defendants failed to provide Plaintiff with
18 accurate itemized wage statements For example, Plaintiff's client's last pay period was from
19 2/18/25 to 2/21/25. However, pay period is incorrectly identified as 2/10/25 to 2/16/25. Moreover.
20 As a result of the alleged violations discussed above, Defendants furnished wage statements that
21 failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net
22 wages earned.

23 27. During the relevant statutory period, Defendants willfully failed to pay all wages
24 owed to Plaintiff upon separation of employment. Defendants still have yet to pay Plaintiff all
25 final wages owed to her due to their failure to pay Plaintiff for all overtime compensation, meal
26 and rest premiums, and sick pay.

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29. Plaintiff is informed and believes, and thereon alleges, that during the applicable statutory period, Plaintiff and other current and former aggrieved employees were subject to the same various policies, procedures, and practices implemented by Defendants that, as alleged herein, were and are in violation of the Labor Code.

31. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy and/or practice, Defendants failed and fail to provide Plaintiff and aggrieved employees with compliant thirty minute off-duty thirty-minute-long meal periods for work periods and failed to pay them premium wages at the regular rate of pay thereto.

33. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy and/or practice, Defendants failed and fail to compensate Plaintiff and all other aggrieved employees all vested sick time earned at the correct accrual rates in accordance with their employment contracts and/or Defendants' policies.

34. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy and/or practice, Defendants failed to provide a workspace with reasonable comfort consistent with

1 industry-wide standards for the nature of the process and the work performed.

2 35. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
3 and/or practice, Defendants, failed to provide Plaintiff and all other aggrieved employees with
4 accurate itemized wage statements. Additionally, as a result of alleged violations discussed above,
5 Defendants furnished wage statements that failed to correctly show, among other items: (1) the
6 gross wages earned, (2) all deductions, and (3) net wages earned.

7 36. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
8 and/or practice, Defendants willfully failed to pay all wages owed to Plaintiff and all other
9 aggrieved employees upon separation of employment. Defendants still have yet to pay Plaintiff
10 and all other aggrieved employees all final wages owed to them due to their failure to pay them for
11 all minimum wages, overtime compensation, meal and rest premiums, and Defendants' failure to
12 provide sick pay.

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

15 **(California Labor Code §§ 2698, *et seq.*)**

16 37. Plaintiff incorporates by reference and realleges each and every one of the
17 allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully
18 set forth herein.

19 38. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seeks to recover all
20 applicable civil penalties and reasonable attorneys' fees and costs, permitted under PAGA through
21 a representative action on behalf of himself and all other aggrieved employees that work or
22 worked for Defendants during the relevant time period.

23 39. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative
24 action is not subject to the formalities required of a class action and class certification of PAGA
25 claims is not required.

26 40. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section
27 2699(c) because he was employed by Defendants during the applicable statutory period and
28 suffered one or more of the Labor Code violations, as alleged herein. Thus, Plaintiff is well suited

1 to represent the interests of all other aggrieved employees in in this PAGA representative action.

2 41. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil
3 penalties recovered by aggrieved employees shall be distributed to the Labor and Workforce
4 Development Agency (hereinafter “LWDA”) for enforcement of labor laws and education of
5 employers and employees about their rights and responsibilities under this code, and twenty-five
6 percent (25%) shall be distributed to the aggrieved employees.

7 42. Plaintiff’s representative action alleges violations of certain Labor Code sections
8 that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a)
9 applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

10 43. On June 26, 2025, Plaintiff complied with Labor Code section 2699.3(a) by
11 electronically filing written notice with the LWDA and serving written notice, via certified mail,
12 upon the LWDA and Defendants regarding the specific provisions of the Labor Code alleged to
13 have been violated by Defendants and Plaintiff’s intent to pursue civil penalties against
14 Defendants on behalf of herself and all other aggrieved employees pursuant to PAGA. Attached
15 hereto as **Exhibit 1** is a true and correct copy of Plaintiff’s notice letter.

16 44. Labor Code section 2699.3(a) provides in pertinent part that: “The agency shall
17 notify the employer and the aggrieved employee or representative by certified mail that it does not
18 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
19 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
20 of the postmark date of the notice given... the aggrieved employee may commence a civil action
21 pursuant to Section 2699.”

22 45. Sixty-five calendar days have passed since Plaintiff served notice upon the LWDA
23 and Defendants, and the LWDA did not provide notice of its intent to investigate Plaintiff’s
24 claims. Accordingly, Plaintiff exhausted her obligation to provide administrative notice and is
25 authorized to commence this representative action seeking civil penalties on behalf of herself and
26 all other aggrieved employees of Defendants.

27 46. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
28 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,

1 divisions, commissions, boards, agencies or employees for violation of the code may, as an
2 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
3 himself and other current or former employees pursuant to the procedures specified in Labor Code
4 section 2699.3.

5 47. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
6 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
7 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
8 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
9 subsequent violation.

10 48. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of himself and
11 aggrieved employees, seeks applicable civil penalties for violations of Labor Code sections 201,
12 202, 203, 204, 226, 226.7, 246, 248.2, 248.5, 510, 512, 1194, 1197, 1198, and 1199, during the
13 statutory period as set forth below:

14 a. For violations of Labor Code section 201, 202, 203, 204, 226.7, 246, 248.2,
15 248.5, 510, 512, 1194, 1197 1198, and 1199, Labor Code section 2699(f)(2) imposes a civil
16 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for each initial
17 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
18 subsequent violation;

19 b. For violations of Labor Code section 204, Labor Code section 210 imposes
20 a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation
21 that was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved
22 employee, for each subsequent violation, regardless of whether the subsequent violation was
23 willful or intentional;

24 c. Defendants violated Labor Code sections 510, 1194, 1197, and 1198 by not
25 paying Plaintiff and aggrieved employees all wages owed for all hours worked for each pay period
26 as a result of Defendants' policy or practice of requiring them to work off the clock. Thus,
27 pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one
28 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and

1 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
2 violation;

3 d. Defendants violated Labor Code sections 226.7 and 512 by denying
4 Plaintiff and other aggrieved employees an opportunity to take timely off-duty and uninterrupted
5 thirty minute meal periods for every five hours worked, including timely off-duty and
6 uninterrupted thirty minute long meal periods before the end of the fifth hour of work, and by
7 failing to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for
8 each day a compliant meal period was not provided. Thus, pursuant to Labor Code section
9 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
10 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
11 each aggrieved employee per pay period for each subsequent violation;

12 e. Defendants violated Labor Code section 226.7 by denying Plaintiff and
13 other aggrieved employees of Defendants a ten minute off-duty rest period for every four hours
14 worked, or major fraction thereof, and by failing to provide a premium wage equivalent to an
15 additional hour of pay at the regular rate of pay for each workday that a compliant rest period was
16 not provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
17 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
18 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
19 subsequent violation;

20 f. Defendants violated Labor Code sections 246 and 248 by willfully failing to
21 properly compensate Plaintiff and aggrieved employees for all vested sick time earned at the
22 correct accrual rates in accordance with their employment contracts and/or Defendants' policies
23 when they sought sick leave. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are
24 subject to a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
25 period for the initial violation of these sections, and two hundred dollars (\$200) for each aggrieved
26 employee per pay period for each subsequent violation;

27 g. Defendants violated Labor Code section 226(a) by failing to provide
28 Plaintiff and aggrieved employees with accurate itemized wage statements correctly identifying,

1 among other things, the correct wages earned, the correct amount of net wages earned, and the
2 correct amount of deductions that were paid or should have been paid. Thus, pursuant to Labor
3 Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely independent and apart
4 from any other penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the
5 amount of two hundred and fifty dollars (\$250) per aggrieved employee per violation in an initial
6 citation and one thousand dollars (\$1,000) per aggrieved employee for each violation in a
7 subsequent citation;

8 h. Defendants violated Labor Code sections 201, 202, and 203 by willfully
9 failing to timely pay Plaintiff and aggrieved employees all wages owed upon separation of
10 employment by failing to pay all overtime compensation, meal and rest periods, and Defendants'
11 failure to provide sick pay. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are
12 subject to a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
13 period for the initial violation of these sections, and two hundred dollars (\$200) for each aggrieved
14 employee per pay period for each subsequent violation.

15 49. Labor Code section 1198 states, in pertinent part, "The employment of any
16 employee... under conditions of labor prohibited by the [Wage Order] is unlawful." Section 15 of
17 the applicable Wage Order provides in relevant part that:

18 (A) The temperature maintained in each work area shall provide
19 reasonable comfort consistent with industry-wide standards for the
nature of the process and the work performed.

20 (B) If excessive heat or humidity is created by the work process,
21 the employer shall take all feasible means to reduce such excessive
22 heat or humidity to a degree providing reasonable comfort. Where
the nature of the employment requires a temperature of less than 60°
F., a heated room shall be provided to which employees may retire
for warmth, and such room shall be maintained at not less than 68°.

23 (C) A temperature of not less than 68° shall be maintained in the
24 toilet rooms, resting rooms, and change rooms during hours of use.

25 50. Labor Code section 6720 provides in relevant part that "[b]y January 1, 2019, [the
26 California Division of Occupational Safety and Health ("Cal/OSHA")] shall propose to the
27 standards board for the board's review and adoption a standard that minimizes heat-related illness
28 and injury among workers working in indoor places of employment. The standard shall be based

1 on environmental temperatures, work activity levels, and other factors.”

2 51. Defendants violated Labor Code section 1198 and 6720 and section 15 of the
3 applicable Wage Order because they failed to maintain temperatures in the work area that would
4 provide reasonable comfort consistent with industry-wide standards for the nature of the process
5 and the work performed. Thus pursuant to Labor Code section 2699(f)(2), Defendants are subject
6 to a civil penalty in the amount of one hundred dollars (\$100) for each aggrieved employee per
7 pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee
8 per pay period for each subsequent violation.

9 52. At all material times, Defendants were Plaintiff and all other aggrieved employees’
10 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
11 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
12 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
13 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
14 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
15 provided by law.

16 53. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
17 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
18 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiff
19 and all other aggrieved employees of Defendants were not paid all wages owed as a result of
20 Defendants’ failure to pay wages owed for all overtime, as alleged herein.

21 54. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
22 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
23 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and all
24 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and
25 uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours
26 worked, or major fraction thereof, as alleged herein.

27 55. Defendants violated Labor Code section 1198 by failing to comply with the
28 maximum hours of work and the standards conditions of labor fixed by the IWC under the “Hours

1 and Days of Work”, and “Record” sections of the applicable IWC Wage Order, by failing to keep
2 and provide accurate records, and failing to timely pay owed wages upon separation of
3 employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2), Defendants are
4 subject to a civil penalty in the amount of one hundred dollars (\$100) for each aggrieved employee
5 per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved
6 employee per pay period for each subsequent violation.

7
PRAYER FOR RELIEF

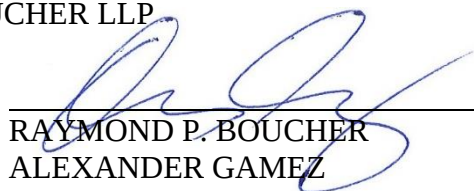
8 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 9 1. For all civil penalties authorized by Labor Code section 2698, *et seq.*;
- 10 2. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty
11 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
12 per aggrieved employee for each subsequent violation;
- 13 3. For civil penalties under Labor Code section 210 in the amount of one hundred
14 dollars (\$100.00) for each aggrieved employee for each initial violation that was neither willful
15 nor intentional, and two hundred dollars (\$200.00) for each aggrieved employee, plus twenty-five
16 percent (25%) of the amount unlawfully withheld from each aggrieved employee, for each
17 subsequent violation, regardless of whether the subsequent violation was willful or intentional;
- 18 4. For civil penalties under Labor Code section 2699(f), for Labor Code violations
19 without a specific civil penalty, in the amount of one hundred dollars (\$100.00) for each aggrieved
20 employee per pay period for each initial violation and two hundred dollars (\$200.00) for each
21 aggrieved employee per pay period for each subsequent violation;
- 22 5. For civil penalties under Labor Code section 558, as follows: (1) for an initial
23 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
24 employee was underpaid; (2) for each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee was underpaid;
- 26 6. For an award of reasonable attorneys’ fees and costs pursuant to Labor Code
27 section 2699(g)(1), or other applicable laws;
- 28 7. For pre-judgment and post-judgment interest as provided by law; and

1 8. For such additional relief as this Court may deem just and proper.
2

3 DATED: February 25, 2026

BOUCHER LLP

4 By: 

5 RAYMOND P. BOUCHER
6 ALEXANDER GAMEZ

7 *Attorneys for Plaintiff Selena Bolanos, Aggrieved*
8 *Employee of Defendants, on Behalf of the State of*
9 *California's Labor and Workforce Development*
10 *Agency for All Aggrieved Employees of*
11 *Defendants*

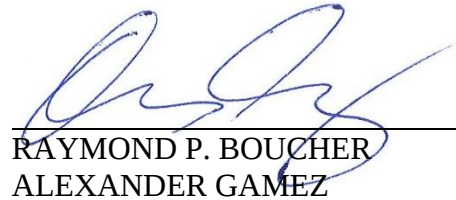
1
2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands a trial by jury of all claims alleged in Plaintiff's Complaint to the
4 fullest extent authorized by law.

5 DATED: February 25, 2026

BOUCHER LLP

7
8 By:


RAYMOND P. BOUCHER
ALEXANDER GAMEZ

9
10 *Attorneys for Plaintiff Selena Bolanos, Aggrieved*
11 *Employee of Defendants, on Behalf of the State of*
12 *California's Labor and Workforce Development*
13 *Agency for All Aggrieved Employees of*
14 *Defendants*

EXHIBIT 1

BOUCHER LLP

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Woodland Hills, California 91367

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June 26, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL

J. Rodriguez Farm Labor Contractor Inc.
c/o Agent for Service of Process
Attn: Alma Jessica Rodriguez
16649 Elm Ave
Patterson, CA 95363

Fisher Nut Company
c/o Agent for Service of Process
Cogency Global Inc.
Attn: Erin Haggerty
1325 J St, Suite 1550
Sacramento, CA 95814

Fisher Nut Company RE Holding, LLC
c/o Agent for Service of Process
CT Corporation System
Attn: Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203

Re: *Selena Bolanos v. J. Rodriguez Farm Labor Contractor Inc. et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 ("PAGA" or "the Act") (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Ms. Selena Bolanos as proxy for the Labor and

Workforce Development Agency (“LWDA”) on behalf of all non-exempt aggrieved employees employed by J. Rodriguez Farm Labor Contractor Inc. (“J. Rodriguez”) and Fisher Nut Company and Fisher Nut Company RE Holding, LLC (“Fisher Nut”) (collectively “Defendants”), in California during the statutory period.

J Rodriguez specializes in providing a range of industrial contracting services and is headquartered in Patterson, California. Ms. Bolanos was employed by J Rodriguez and was assigned to work at Fisher Nut’s facilities in California from approximately November 11, 2024 through February 21, 2025. Pursuant to California law, J. Rodriguez has at all relevant times been Ms. Bolanos’s employer during the statutory period.

Fisher Nut is wholesale almond processing company and is headquartered in Modesto California. Fisher Nut is jointly responsible for the Labor Code violations alleged to have been committed below by Defendants as it shared, controlled, or oversaw Ms. Bolanos’s work.

In her representative action, Ms. Bolanos will seek civil penalties pursuant to PAGA as a result of Defendants’ failure to: (1) compensate for all hours worked, including overtime (Lab. Code §§ 204, 510, 1194, 1197, 1198); (2) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (3) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); (4) provide paid sick time payment for sick leave (Lab. Code §§ 246, 248.2, 248.5); (5) maintain workplace temperatures that provide reasonable comfort (Lab. Code §§ 1198, 6720); (6) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (7) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

Pursuant to Labor Code section 510, non-exempt employees are entitled to 1.5 times their hourly rate of pay for any work performed in excess of 8 hours in a day or any work performed in excess of 40 hours per week, and twice their regular hourly rate for any work performed past 12 hours in one day or past 8 hours on the seventh consecutive day.

Labor Code section 1194(a) states, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1197 states, in pertinent part, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

In relevant part, Section 4 of the applicable Wage Order states that, “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise.”

In conjunction, the provisions of the applicable Wage Order and Labor Code require employers to pay non-exempt employees no less than their agreed upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” when the employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Upon information and belief, during Ms. Bolanos’s employment, Defendants failed and fail to compensate her and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week. For example, Ms. Bolanos was required to wait approximately 1 minute to clock in for her shifts and was not compensated for that time.

Accordingly, Ms. Bolanos, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the “Meal Periods” Section of the Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

Section 11 of the applicable Wage Order provides that:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on-duty” meal period and counted as time worked. An “on-duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer’s regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, Defendants failed and fail to provide Ms. Bolanos and aggrieved employees with compliant thirty minute off-duty meal periods for work periods and failed to pay them premium wages at their regular rates of pay thereto. For example, Defendants automatically deduct 30 minutes from Ms. Bolanos and aggrieved employees’ time worked irrespective of whether the meal period is taken or not and if it is either taken late or is actually less than 30 minutes.

Accordingly, Ms. Bolanos, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1197, 1198, 2699, and the “Rest Periods” Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, “The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, Defendants’ policies and practices failed and fail to provide Ms. Bolanos and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. For example, Defendants do not take into account the time Ms. Bolanos and other employees have to spend walking to and from the break area.

Accordingly, Ms. Bolanos, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE PAYMENT FOR SICK LEAVE**(Labor Code §§ 246, 248.5, 2699)**

Labor Code section 246(a)(1) provides that an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code section 246(b)(1) provides that an employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment, subject to the use and accrual limitations set forth in this section.

Labor Code section 246(n) provides that an employer shall provide payment for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken.

Labor Code section 248.5(a)(2) states that if paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.

Upon information and belief, Ms. Bolanos and aggrieved employees accrued sick time throughout their employment, but Defendants failed to properly accrue and compensate them for all vested sick time earned at the correct accrual rates in accordance with their employment contracts and/or Defendants policies when they sought sick leave. For example, Ms. Bolanos started working for Defendants in November of 2024. Yet, according to her wage statements, she did not accrue sick time.

Accordingly, Ms. Bolanos, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO MAINTAIN REASONABLE WORKPLACE TEMPERATURES**(Labor Code §§ 1198, 6720, and 2699)**

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

Section 15 of the applicable Wage Order provides in relevant part that:

- (A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

- (B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F., a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 68°.
- (C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

Labor Code section 6720 provides in relevant part that “[b]y January 1, 2019, [the California Division of Occupational Safety and Health (“Cal/OSHA”)] shall propose to the standards board for the board's review and adoption a standard that minimizes heat-related illness and injury among workers working in indoor places of employment. The standard shall be based on environmental temperatures, work activity levels, and other factors.”

Upon information and belief, during Ms. Bolanos’ employment, Defendants failed to provide a workspace with reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed. For example, Defendants’ facilities were excessively cold during the winter months.

Accordingly, Ms. Bolanos, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

Ms. Bolanos and aggrieved employees were and continue to be furnished with inaccurate itemized wage statements during the statutory period. For example, Ms. Bolanos's February 21, 2025 wage statement shows a pay period of November 1, 2024 to December 21, 2025 when the correct dates should be November 1, 2024 to at least February 10, 2025. Additionally, as a result of the alleged violations discussed above, Defendants furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned.

Accordingly, Ms. Bolanos on behalf of aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, and 2699)

Labor Code section 201 states, in pertinent part, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202 states, in pertinent part, "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203 provides that an employee's wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Upon information and belief, Defendants willfully failed and fail to provide aggrieved employees all wages due and owed upon separation of employment. By furnishing aggrieved employees with a final check that failed to include all earned and owed wages and meal and rest period premiums – as described above, Defendants violated Labor Code sections 201 or 202.

Accordingly, Ms. Bolanos on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any

provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

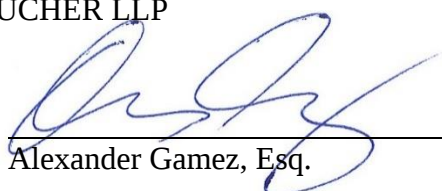
As set forth above, Defendants failed to pay all overtime compensation and provide Ms. Bolanos and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed. Accordingly, Ms. Bolanos, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Ms. Bolanos's employment with Defendants, including wage statements and Ms. Bolanos's confirmation of Defendants' unlawful practices and policies. As a result of the foregoing violations, Ms. Bolanos is entitled to file a Complaint and invoke the protections of the Act. Ms. Bolanos has placed Defendants on notice by mailing a certified copy of this notice to its corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: 

Alexander Gamez, Esq.

cc via email:
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