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Attorneys for Plaintiff Maria Velez

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

MARIA VELEZ, as an individual and on behalf
of other similarly situated employees,

Plaintiff,

vs.

LEGACY FARMS, LLC., a California
corporation, LEGACY FARMS OF
CALIFORNIA, LLC, a California corporation,
LEGACY FARMS EMPLOYMENT SERVICES
COMPANY, INC., a California corporation, and
PRIORITY WORKFORCE, INC, a California
corporation and DOES 1-50, inclusive,

Defendants.

Case No.: 30-2019-01120177-CU-OE-CXC

Assigned for all Purposes to Honorable: Judge
William Claster
Dept. CX 104

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT PLAINTIFF'S
UNOPPOSED MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF PLAINTIFFS' MOTION
FOR ORDER APPROVING
SETTLEMENT UNDER CALIFORNIA
LABOR CODE SECTION 2699 ET SEQ.**

*[Concurrently filed with Notice of Motion;
PAGA Motion;and Proposed Order]*

Hearing Date: February 4, 2022

Hearing Time: 9:00 a.m.

Department: CX104

Case filed: December 23, 2019

Trial date: TBD

Reservation ID: 73676985

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 1. I am the attorney of record for Plaintiff who filed the above-captioned case against
3 and Defendants Legacy Farms, LLC, Legacy Farms of California, LLC, Legacy Farms
4 Employment Services Company, Inc., and Priority Workforce, Inc., (referred to herein as
5 “Defendants”). I am licensed and admitted to practice law in all state courts of California. This
6 declaration is submitted in support of Plaintiff’s Unopposed memorandum of Points and
7 Authorities in Support of Plaintiff’s Motion for Order Approving Settlement Under California
8 Labor Code section 2699 et seq. (“PAGA Motion”), filed concurrently herewith. The parties
9 entered into a settlement agreement. Attached hereto as **Exhibit A** is a true and correct copy of the
10 settlement agreement.

11 2. Pursuant to California Labor Code Section 2699(l)(2), on January 10, 2022. I
12 submitted the Plaintiff’s Memorandum of Points and Authorities in Support of Plaintiff’s Motion
13 for Order Approving Settlement Under California Labor Code Section 2699 et seq. and a copy of
14 the parties’ settlement agreement to the California Labor and Workforce Development Agency
15 (“LWDA”). Attached hereto as **Exhibit B** is a true and correct copy of the confirmation of filing.

16 3. Plaintiff filed a civil action entitled *Velez v. Legacy Farms, LLC, et al.*, filed in
17 Orange County Superior Court Case 30-2019-01120177-CU-OE-CXC (hereinafter referred to as
18 “the Action”). In this action, Plaintiff filed 7 discovery motions and 1 motion to amend pleadings.
19 During this process, Defendant agreed to mediation and informally produce significant data
20 including payroll records and time data. Plaintiff’s counsel engaged in detailed case analysis based
21 on the information revealed. Calculations were performed, as well as an analysis of the risks and
22 rewards of continued litigation. As part of the discovery process, Plaintiff performed an
23 investigation in which it was determined that a total of approximately 185 aggrieved employees
24 were subjected to purported Labor Code violations at Defendant. Plaintiff then based its analysis in
25 preparation for mediation on the payroll data and time records received. The parties agreed to
26 mediate this case with Hon. Carl. J. West (Ret.) an experienced class action and representative
27 wage and hour mediator.
28

Meal Break Violations

4. Based upon a review of the payroll records, it was determined that the maximum exposure amounted to \$152,000 based upon a 76% violation rate during 2000 (2000 *.76%) pay periods during the relevant time period. Alternatively, it was alleged that the handwashing activities caused short meal breaks. Under this alternative analysis, a 100% violation rate would apply based upon 2000 pay periods amounted to \$200,000 in penalty exposure.

Rest Break Violations

5. There were no records evincing rest break violations. However, a conservative assumption while applying the same violation rate for meal breaks would also amount to \$152,000 based upon a 76% violation rate during 2000 (2000 *.76%) pay periods during the relevant time period. Alternatively, it was alleged that the handwashing activities caused short rest breaks. Under this alternative analysis, a 100% violation rate would apply based upon 2000 pay periods amounted to \$200,000 in penalty exposure.

Overtime Wage Violations

6. Overtime wage violations were based upon the allegation that the aggrieved employees were subjected to a policy of washing hands before beginning the shifts as well as before clocking-in. It was alleged that these activities would amount to approximately 3 minutes per shift of off-the-clock work. Assuming a 100% violation rate based upon 2000 pay periods amounted to \$200,000 in penalty exposure.

Minimum Wage Violations

7. Minimum wage violations were based upon the allegation that the aggrieved employees were subjected to a policy of washing hands before beginning the shifts as well as before clocking-in. It was alleged that these activities would amount to approximately 3 minutes per shift of off-the-clock work. Again, and assuming a 100% violation rate based upon 2000 pay periods amounted to \$200,000 in penalty exposure.

Wage Statements

8. This wage statement claim is based upon Defendants failing to provide the name of the “legal entity that secured the services of the employer” due to the allegation of Legacy Farms,

1 LLC being a farm labor contractor in violation of Labor Code section 226(a)(8). However, it was
2 discovered that the Legacy Farms defendants were not farm labor contractors and instead a
3 packaging facility not located on a farm. Therefore, the 226(a)(8) provision was not applicable
4 resulting in the wage statement claim being discounted. The other remaining 226(a) allegations
5 were based upon derivative claims and given the uncertainty of the law surrounding whether 226a
6 claims can be based upon derivative wage violations, the exposure under Labor Code 226(a) would
7 amount to \$50,000 which is 25% of the maximum exposure (2000 pay periods * \$100).

8 **203 Penalty Violations**

9 9. This penalty claim is based upon purported minimum wage or overtime violations.
10 It was estimated that 20 employees were terminated, laid off, or resigned whom were subjected to
11 Labor Code violations. Each employee would presumably be entitled to \$3,705.60 equating to
12 \$74,112 in penalties.

13 10. Total maximum exposure amounts to \$924,112.

14 11. I have been a California licensed attorney since November 2011. I began my career
15 in law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
16 Resolution Corporation ("PLDRC") handling employment related litigation matters. While
17 clerking for PLDRC I analyzed and organized discovery documents and researched employment
18 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
19 worked as an associate attorney at Pedersen McQueen between March 2013 through January 2017
20 almost exclusively engaging in employment matters representing employees. I have litigated
21 several wage and hour case to trial and currently litigating or have litigated cases valued in the six
22 and seven figure dollar range, including representative actions. I had primary responsibility for
23 approximately 20 litigation matters on average throughout my employment at PLDRC and
24 Pedersen McQueen and Pedersen Law. I regularly practice in state court and sometimes federal
25 court. As an associate, my responsibilities included carrying primary case responsibility which
26 includes tasks like taking depositions, conducting damages analysis, analyzing discovery
27 documents, conducting client intake, developing discovery and litigation strategies, participating in
28 mediations and arbitrations, engaging in settlement negotiations, trial preparation and trial work, as

1 well as other responsibilities that commonly coincide with managing cases from start to finish. I
2 have been a member of local bar associations, including the Orange County Bar Association, as
3 well as the State Bar of California and American Bar Association and served in a number of
4 leadership roles at all levels. Most notably, I served as a Committee Member of the Orange County
5 Bar Association Young Lawyers' Education Committee and Social Committee.

6 12. In January 2017, I officially stated my own practice Jackson Law, APC. Throughout
7 my career, I have litigated or currently litigating over 75 wage and hour Private Attorney General
8 Act cases and/or class action cases. I have litigated over 125 employment cases, including wage
9 and hour cases. I was also a member of the California Employment Law Association ("CELA")
10 and argued before the Ninth Circuit and responsible for a published opinion. Based upon my
11 experience, I believe the benefit conferred by the proposed Settlement is eminently fair and
12 reasonable, and is in the best interests of the State of California and the PAGA Representative
13 Group Members because (1) of the monetary benefits provided to the State such as (payroll taxes,
14 income taxes etc.) for an ongoing business, (2) benefit to the PAGA Representative Group as
15 Defendant changed its practices that appears to advise the employees of their rights enabling them
16 to take their rest breaks and meal breaks, paid for any off-the-clock work as well as retain their jobs
17 and receive some monies for penalties they would not have received but for this lawsuit; and (3)
18 the risk, delay, and uncertainty of continued litigation on Plaintiff and Plaintiff's counsel.

19 13. Andrea Fernandez-Jackson obtained her law degree in 2013 and licensed to practice
20 law in California. Ms. Fernandez-Jackson litigates employment wage and hour cases and has been
21 with my firm since 2017. She is responsible for a wide range of litigation activity including
22 discovery, motion practice, complaint drafting and other necessary activities throughout the
23 inception to conclusion of a case. Ms. Fernandez-Jackson has years of appellate experience and has
24 briefed and argued before the Ninth Circuit. Ms. Fernandez-Jackson also actively manages a case
25 load anywhere between 5 to 10 cases at a time and has been involved in briefing and filing motion
26 for preliminary approval of class action settlement and attending class mediations.

27
28 14. Jackson Law advanced all costs for this case. To date, costs are approximately

1 \$8,969.97. Attached hereto as **Exhibit C**, is a true and correct copy of Plaintiff's costs spreadsheet
2 maintained by Jackson Law, APC's law firm practice management software.

3 **Attorneys' Fees**

4 15. To date, attorneys' fees are approximately \$91,970.85. Attached hereto as **Exhibit**
5 **D**, is a true and correct copy of Plaintiff's attorneys' fees spreadsheet maintained by Jackson Law,
6 APC's law firm practice management software.

7 16. Attached hereto as **Exhibit E** is a true and correct copy of the March 13, 2020, letter
8 pursuant to the California Private Attorney General Act.

9 17. Attached hereto as **Exhibit F** is a true and correct copy of the April 30, 2020, letter
10 pursuant to the California Private Attorney General Act.

11 18. Attached hereto as **Exhibit G** is a true and correct copy of the Laffey Matrix.

12 19. Below is a non-exhaustive list of prior wage and hour representative actions on
13 which I have
14 served as lead or co-counsel.

15 1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015

16 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
17 Case No. 37-2017-00003415-CU-OE-CTL

18 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
19 WT-CLT

20 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case
21 No. 30-2017-00899277-CU-OE-CXC

22 5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior Court,
23 Case No. BC697241

24 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
25 Case No. CIVDS1610431

26 7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court, Case
27 No. 30-2017-00899290-CU-OE-CXC

28 8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case

No. 30-2016-00895669-CU-OE-CXC

9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No. BC609306

10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County Superior Court, Case No. BC691018

11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court, Case No. BC715217

12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No. 30-2016-00854699-CU-OE-CXC

13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court, Case No. 30-2018-00989673-CU-OE-CXC

14. *Abarca v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case No. 30-2016-00840385-CU-OE-CJC

15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court, Case No. 30-2018-00978231-CU-WT-CJC

16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court, Case No. 30-2017-00900653-CU-OE-CJC

17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court, Case No. BC635918

18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior Court, Case No. BC674131

19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court, Case No. 30-2016-00840321-CU-OE-CJC

20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No. BC617880

21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case No. 30-2016-00840386-CU-OE-CJC

22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-

2015-00795449-CU-OE-CJC

23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
Case No. 30-2018-00979111-CU-OE-CXC

24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
30-2017-00900648-CU-OE-CXC

25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
8:19-cv-00564

26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior Court,
Case No. 30-2017-00926015-CU-OE-CXC

27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
Case No. 30-2016-00877489-CU-OE-CXC

28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
Case No. 30-2018-00978815-CU-OE-CXC

29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
BC653817

30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
Superior Court, Case No. 30-2018-00981362-CU-WT-CXC

31. *Santiseban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
Case No. 30-2017-00904202-CU-OE-CXC

32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
Case No. 30-2018-00966582-CU-WT-CXC

33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168

34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
Case No. BC710735

35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
Case No. 30-2015-00795457-CU-OE-CJC

36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
Case No. BC710736

- 1 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
2 Case No. 30-2018-00981299-CU-OE-CXC
3 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
4 Case No. BC722778
5 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case No.
6 30-2018-00982745-CU-OE-CXC
7 40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,
8 Case No. 8:18-cv-02249-AG (ADSx)
9 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
10 Case No. 30-2018-00971152-CU-WT-CJC
11 42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,
12 Case No. SACV19-00303 ODW (MAAx)
13 43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
14 OE-CJC
15 44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773
16 45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
17 Case No. BC646999
18
19
20

21 I declare under penalty of perjury and under the laws of the State of California that the
22 foregoing statements are true and correct and stated of my own personal knowledge. I have signed
23 this declaration on January 10, 2022, in Irvine, California.

24
25 /s/ Armond M. Jackson
26 Armond M. Jackson
27
28

EXHIBIT A

Armond M. Jackson, SBN 281547
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Attorneys for Plaintiff Maria Velez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

MARIA VELEZ, as an individual and on behalf
of other similarly situated employees,

Plaintiff,

vs.

LEGACY FARMS, LLC., a California
corporation, LEGACY FARMS OF
CALIFORNIA, LLC, a California corporation,
LEGACY FARMS EMPLOYMENT
SERVICES COMPANY, INC., a California
corporation, and PRIORITY WORKFORCE,
INC, a California corporation and DOES 1-50,
inclusive,

CASE NO: 30-2019-01120177-CU-OE-CXC

Assigned for all purposes to: Judge William
Claster

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Case filed: December 23, 2019
Trial date: TBD

This Stipulation and Agreement for Settlement of this PAGA Representative Action is made and entered into by and between Plaintiff Maria Velez ("Plaintiff"), on the one hand, and Defendants Legacy Farms, LLC, a Delaware LLC, doing business in California as Legacy Farms of California, LLC; Cal Fresco/Legacy Farms Employment Services Company, Inc. (collectively, "Legacy Farms"); and Priority Workforce, Inc. (collectively with Legacy Farms, "Defendants") and (collectively, Plaintiff and Defendants as the "Parties"), on the other hand, and is made in

1 compromise of disputed claims. The Parties agree that the above-entitled representative action
2 shall be settled on the terms and conditions set forth in this Stipulation, subject to the approval of
3 the Court pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act
4 of 2004, Labor Code §§ 2698, *et seq.* ("PAGA").

5 DEFINITIONS

6 1. "Action" means and refers to *Velez v. Legacy Farms, LLC et al.*, Case No. 30-2019-
7 01120177, which is currently pending in the Orange County Superior Court of the State of
8 California.

9 2. "Aggrieved Employees" or "Covered Position" all employees placed by Priority
10 Workforce, Inc. to perform work for Legacy Farms at its Anaheim distribution facility during the
11 PAGA period. Defendants have represented that the Aggrieved Employees total 185 workers,
12 including Plaintiff, who are subject to this definition and covered by the releases set forth in this
13 Agreement.

14 3. "Agreement," "Settlement," or "Settlement Agreement" mean this Stipulation
15 and Agreement for Settlement of this PAGA Representative Action, which the Parties acknowledge
16 sets forth all material terms and conditions of the Settlement between them, and which is subject to
17 Court approval pursuant to Section 2699(1) of the California Labor Code Private Attorneys General
18 Act of 2004, Labor Code §§ 2698, *et seq.*

19 4. "Court" means the Superior Court of California in and for the County of Orange.

20 5. "Defendants" means Defendants Legacy Farms, LLC, a Delaware LLC, doing
21 business in California as Legacy Farms of California, LLC; Cal Fresco/Legacy Farms
22 Employment Services Company, Inc.; and Priority Workforce, Inc.

23 1.1 "Effective Date" of the Settlement will be the following: (a) if there are no
24 objections to the Settlement, then the date on which the Court enters an Order granting Final
25 Approval of the Settlement; (b) if one or more timely objections has/have been filed and not
26 withdrawn, then upon passage of the applicable date for an objector to seek appellate review of the
27 Order granting Final Approval of the Settlement; or (c) if an appeal, review or writ is sought from
28

1 the Order granting Final Approval of the Settlement, the day after the Order is affirmed or the
2 appeal, review or writ is dismissed or denied, and the Order granting Final Approval of the
3 Settlement is no longer subject to further judicial review and the trial court has re-acquired
4 jurisdiction.

5 6. **"Final Order and Judgment"** means the proposed order granting approval of the
6 Settlement and entering Judgment.

7 7. **"Gross Settlement Amount"** means a maximum total of \$250,000.00, which
8 includes all payments owing as a result of this Agreement and includes: the Net Settlement Fund;
9 Representative Plaintiff Enhancement Award; Settlement Administration Costs; and PAGA
10 Counsel Attorneys' Fees and Costs as awarded by the Court.

11 8. **"LWDA Payment"** means a payment to the California Labor Workforce and
12 Development Agency in an amount equal to 75% of the PAGA Payment Amount.

13 9. **"Net Settlement Fund"** is the Gross Settlement Amount less all of the following:
14 PAGA Counsel's Attorneys' Fees and Costs, Representative Plaintiff's Enhancement Award, and
15 Settlement Administration Costs.

16 10. **"PAGA Payment Amount"** means the payment of approximately \$138,675 to
17 resolve the claim for civil penalties under PAGA. The PAGA Payment Amount is paid from the
18 Gross Settlement Amount and is comprised of the LWDA Payment and PAGA Aggrieved Employee
19 Payment.

20 11. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the PAGA
21 Payment Amount, which the Parties have agreed to pay the Aggrieved Employees out of the Gross
22 Settlement Amount in connection with the settlement of the PAGA Claim.

23 12. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
24 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
25
26
27
28

1 the Action.

2 13. **"PAGA Counsel"** means Jackson Law, APC.

3 14. **"PAGA Period"** means March 13, 2019 to December 31, 2020.

4 15. **"Released Claims"** means all claims, demands, rights, liabilities, and causes of
 5 action that were, or could have been asserted in the Action, pursuant to the California Labor Code
 6 Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, based on alleged violations of
 7 Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194, 1198, and I.W.C. Wage
 8 Order No. 3, Wage Order No. 5-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage Order
 9 No. 9-2001, Wage Order No. 13-2001, Wage Order No. 14-2001 and whether for penalties
 10 (including, but not limited to, penalties pursuant to Labor Code and 2699(g)(1), Code of Civil
 11 Procedure § 1021.5), or interest arising out of the claims at issue, including: failure to pay for all
 12 hours worked, including minimum wages and overtime wages; failure to timely pay all wages owed;
 13 failure to provide rest breaks; failure to provide meal periods; and failure to provide accurate
 14 itemized wage statements.

15 16. **"Released Parties"** means the Defendants and each of their current and former
 16 officers, directors, agents, insurers, employees, members, board members, partners, owners,
 17 shareholders, affiliates, subsidiaries, parents, divisions, related entities, attorneys or representatives,
 18 and all of their predecessors, successors, assigns, and any individual or entity which could be jointly
 19 liable with Defendant.

20 17. **"Representative Plaintiff"** means Plaintiff Maria Velez.

21 18. **"Settlement Administrator"** shall mean ILYM Group, Inc., a neutral third-party
 22 administrator chosen by the Parties, subject to approval by the Court.

23 **RECITALS**

24 19. On December 23, 2019, Plaintiff filed a class action Complaint against Legacy
 25 Farms, LLC, a Delaware LLC, doing business in California as Legacy Farms of California, LLC;
 26 and Priority Workforce, Inc. in the Superior Court of the State of California, County of Orange in a
 27 case styled *Maria Velez, et al. v. Legacy Farms, LLC et al.*, Case No. 30-2019-01120177-CU-OE-
 28

1 CXC ("Action"). On March 13, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and
2 Development Agency ("LWDA"), with a copy to Legacy Farms, LLC, a Delaware LLC, doing
3 business in California as Legacy Farms of California, LLC; and Priority Workforce, Inc. On April
4 30, 2020, Plaintiff sent an Amended PAGA Notice to the Labor Workforce and Development
5 Agency ("LWDA"), with a copy to Defendants. On May 26, 2020, Plaintiff filed a First Amended
6 Complaint against Defendants and added her PAGA Claim. On October 23, 2020, Plaintiff filed a
7 Second Amended Complaint dismissing class claims due to an arbitration agreement limiting the
8 claims to PAGA. On February 9, 2021, Plaintiff filed a Third Amended Complaint to dismiss
9 Legacy Farms, LLC, a California LLC, and add Legacy Farms, LLC, a Delaware LLC, doing
10 business in California as Legacy Farms of California, LLC in its place. The Third Amended
11 Complaint is the operative complaint in this PAGA Action.

12 20. The Action asserts a PAGA Claim for civil penalties, and an award of reasonable
13 attorneys' fees and costs.

14 21. The Parties have conducted a thorough investigation into the facts of the Action. This
15 included exchanging extensive data and information as well as documents relating to the underlying
16 alleged violations and deposing Plaintiff. After attending a full day mediation with the Honorable
17 Carl J. West (Ret.) of JAMS, the Parties believe that the Settlement is fair, reasonable, and adequate.
18 The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a
19 compromise of Representative Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it
20 is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim
21 that the Representative Plaintiff and the Aggrieved Employees have against Defendant or any
22 persons or companies affiliated with Defendants.

23 22. The Parties enter into this Settlement Agreement on a conditional basis. In the event
24 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
25 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
26 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

27 23. Defendants deny all of the claims in the Action, and do not waive, but rather
28

expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural and factual grounds should this Settlement Agreement not become final and the Court not enter a Final Order and Judgment. This Settlement Agreement reflects a compromise reached to end litigation and does not constitute an admission of wrongdoing or liability by any of Defendants.

24. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement finally disposes of the Action with prejudice.

TERMS AND CONDITIONS

25. **Settlement Payments and Calculation of Claims.** The following table summarizes the allocation of the Gross Settlement Amount:

<u>Gross Settlement Amount of \$250,000.00 Is Broken Down As Follows:</u>
• \$138,675 for the PAGA Payment Amount ○ \$104,006.25 for the LWDA Payment ○ \$34,668.75 for the PAGA Aggrieved Employee Payment • PAGA Counsel Attorneys' Fees not to exceed \$83,325.00 • PAGA Counsel Costs not to exceed \$15,000.00 • Up to \$5,000.00 for Enhancement to Named Plaintiff Maria Velez • Settlement Administration Costs, not to exceed \$8,000.00

26. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree to "all-in" settlement in which Legacy Farms will pay the Gross Settlement Amount of \$250,000.00 as set forth in this Agreement. The Gross Settlement Amount includes, but is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, any enhancement payment to the Representative Plaintiff, PAGA Payment Amount, and Settlement Administration Costs. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees And Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross Settlement Amount and are estimated to be \$8,000. The Parties agree to use ILYM Group, Inc. as

1 the Settlement Administrator.

2 b. PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject
3 to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Fund an
4 amount that is up to 33.33% of the Gross Settlement Amount for attorneys' fees (\$83,325.00), plus
5 actual litigation costs (including but not limited to Representative Plaintiff's portion of the mediation
6 fee), not to exceed \$15,000.

7 c. Representative Plaintiff's Enhancement Award: The Parties agree that,
8 subject to the Court's review and approval, Representative Plaintiff will receive a \$5,000
9 enhancement award for his services in bringing the Action on behalf of the Aggrieved Employees,
10 which will be paid from the Gross Settlement Fund.

11 d. Net Settlement Fund: After deducting PAGA Counsel's Attorneys' Fees and
12 Costs, Settlement Administration Costs, and Representative Plaintiff's Enhancement Award from
13 the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Fund. The
14 Net Settlement Fund is comprised of the LWDA Payment and the PAGA Aggrieved Employee
15 Payment. The Net Settlement Fund of approximately \$138,675 shall be allocated 75% to the LWDA
16 Payment, which is estimated to total \$104,006.25 (\$138,675 x 75%). The remaining 25% of the Net
17 Settlement Fund, estimated to total \$34,668.75, shall be allocated to the PAGA Aggrieved Employee
18 Payment to be paid to the Aggrieved Employees on a *pro rata* basis related to the number of
19 workweeks worked by each individual, as exemplified below, which shall be referred to as the
20 Aggrieved Employee's "**Individual PAGA Payment.**"

21 Example:

22 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
23 All Aggrieved Employees were actively employed a combined total of 100,000 pay periods during
24 the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
25 follows:

26 ➤ 25 pay periods for Aggrieved Employee A ÷ 100,000 total pay periods for all
27 Aggrieved Employees = 0.025%.

➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.025% of the Net Settlement Fund.¹

e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

27. **Release By Aggrieved Employees and State of California.**

a. Terms of Release. In exchange for the consideration recited in this Settlement Agreement, Representative Plaintiff, as the representative for the State of California and all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will forever completely release and discharge the Released Parties of any and all Released Claims. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims.

b. No Claims Based On Stipulation and Agreement. No Aggrieved Employee will have any claim against any of the Released Parties, Defendants' counsel, the Representative Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

28. **Request For Final Order and Judgment.**

Upon execution of this Agreement, the Representative Plaintiff shall promptly file a motion or application with the Court requesting approval of this Settlement by submitting a proposed Final Order and Judgment.

29. **Settlement Funding.**

a. Upon the Court entering the Final Order and Judgment, and within 7 days after the Effective Date, the Settlement Administrator shall send Defendants' counsel electronic wiring instructions to fund the Gross Settlement Amount.

b. Within 30 days after the Effective Date, Defendants shall wire to the

¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 Settlement Administrator the Gross Settlement Amount (the “**Funding Date**”)

2 c. Within 45 days after the Effective Date, the Settlement Administrator shall
3 issue all payments required by this Agreement (the “**Payment Date**”).

4 30. **PAGA List.**

5 Within 30 days after the Effective Date, Defendants will provide a PAGA List to the
6 Settlement Administrator which will identify all Aggrieved Employees by name, social security
7 number, and last known home address (“**PAGA List**”). The PAGA List will also contain the
8 number of pay periods credited to each Aggrieved Employee.

9 31. **List Of Individual Settlement Amounts.**

10 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
11 Administrator will provide to PAGA Counsel and Defendants’ counsel a Proceeds List reflecting
12 the Individual PAGA Payment for each Aggrieved Employee (“**Proceeds List**”). The Proceeds List
13 provided to PAGA Counsel will not include the Aggrieved Employees’ names, social security
14 numbers or contact information.

15 32. **PAGA Payments to Aggrieved Employees.**

16 a. On the Payment Date, the Settlement Administrator will mail to each
17 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
18 Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual
19 PAGA Payment (collectively, the “**PAGA Packet**”).

20 b. Prior to mailing, the Settlement Administrator will update all addresses using
21 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
22 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
23 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
24 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
25 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
26 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
27 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
28

1 Administrator, Defendant, or PAGA Counsel shall be required to take further action.

2 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
3 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
4 check is not cashed within that period, the settlement payment check will be voided and a stop-
5 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, the Released Parties,
6 nor PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged
7 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks
8 or failure to timely cash a settlement payment check within the 180 day period.

9 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
10 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
11 transmitted to the California State Controllers' Office Unclaimed Property Fund.

12 33. **Payments Of Enhancement Award, Attorneys' Fees And Costs, and the LWDA**
13 **Settlement Payment.**

14 a. On the Payment Date, the Settlement Administrator will pay from the Gross
15 Settlement Amount the Representative Plaintiff's Enhancement Award as awarded by the Court.
16 The payment will be made by sending to PAGA Counsel a check payable to "Maria Velez" in the
17 amount of the Court-approved Enhancement Award. This payment is conditional upon PAGA
18 Counsel providing with the Settlement Administrator a completed Form W-9 for the Representative
19 Plaintiff.

20 b. On the Payment Date, the Settlement Administrator will pay from the Gross
21 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
22 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
23 W-9.

24 c. On the Payment Date, the Settlement Administrator will pay the LWDA
25 Payment from the Net Settlement Fund by issuing a check in the approximate amount of

1 \$104,006.25 payable to "California Labor Workforce and Development Agency."

2 34. **No Right to Opt Out.**

3 The Parties agree there is no statutory right to provide Aggrieved Employees the option to
4 opt out of this Settlement.

5 35. **Deadlines.**

6 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
7 the deadline will be automatically extended to the next regular business day. Unless specified
8 otherwise, all references to "days" shall mean calendar days.

9 36. **Enforcement and Continuing Jurisdiction of the Court.**

10 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
11 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
12 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
13 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
14 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
15 and all matters provided for in it, and to interpret it.

16 37. **Mutual Full Cooperation.**

17 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
18 Agreement, including, but not limited to, execution of such documents and taking such other action
19 as may be reasonably necessary or convenient to implement it.

20 38. **Non-Admission Of Liability.**

21 The Parties enter into this Agreement to resolve the dispute that has arisen between them
22 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
23 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
24 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
25 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
26 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
27 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
28

1 with it, shall be construed as an admission or concession by Defendants of any such violations or
2 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
3 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
4 evidence in any action or proceeding to establish any liability or admission on the part of Defendants
5 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
6 federal, state, local or other applicable law.

7 39. **Effective Date Of Defendants' Obligations Under This Agreement.**

8 Defendants' obligations under this Settlement Agreement will become final and effective
9 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
10 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
11 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
12 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
13 or construed by or against any Party as a determination, admission, or concession of any issue of
14 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
15 respective rights regarding the prosecution and defense of the Action, including all available
16 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
17 existed.

18 40. **Nullification.**

19 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
20 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
21 or declared or rendered void as to any material term as defined above, then (a) the Settlement
22 Agreement shall become null and void; (b) the Parties will revert to their respective positions
23 immediately prior to reaching the settlement; and (c) Defendants and the Released Parties will not
24 be responsible for any Settlement Administration Costs.

25 41. **Invalidation.**

26 Invalidation of any material term of this Settlement Agreement will invalidate this
27 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
28

provisions will remain in full force and effect.

42. **No Publicity.**

Plaintiff and her counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as "Jury Verdicts," or disclosure of the Settlement Agreement on any web site of Plaintiff's counsel), or the public at large, without the advance written consent of Defendants. The Parties intend this Paragraph to prohibit Plaintiff and her counsel from discussing, answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiff and her counsel (1) may tell the public in general only that certain claims "have been resolved by the Parties;" and only if asked for comment, and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns.

43. **Entire Agreement.**

This Settlement Agreement constitutes the entire integrated agreement between the Parties relating to the Action, and no oral representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement.

44. **Modification Only In Writing.**

This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest.

45. **Binding On Successors.**

This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,

1 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
2 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, divisions, and
3 related or affiliated entities.

4 46. **Governing Law.**

5 All terms of this Settlement Agreement will be governed by and interpreted according to the
6 laws of the State of California, without giving effect to conflicts of laws principles.

7 47. **Counterparts.**

8 This Settlement Agreement may be executed in one or more counterparts. All executed
9 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
10 Parties will exchange among themselves signed counterparts.

11 48. **Headings For Convenience Only.**

12 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
13 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

14 49. **Construction Of This Agreement.**

15 The Parties agree that the terms and conditions of this Settlement Agreement are the result
16 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
17 construed in favor of or against any Party by reason of the extent to which any Party, or his or its
18 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
19 entire agreement between the Parties. Except as expressly provided in this Agreement, this
20 Settlement Agreement has not been executed in reliance upon any other oral or written
21 representations or terms and no such extrinsic oral or written representations or terms will modify,
22 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
23 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
24 Procedure section 1856(a), which provide that a written agreement is to be construed according to
25 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
26 and Defendants had available to them the advice and assistance of independent counsel. As such,
27 neither Representative Plaintiff nor Defendants may claim that any ambiguity in this Settlement
28

1 Agreement should be construed against the other.

2 50. **Corporate Signatories.**

3 Any person executing this Settlement Agreement or any related document on behalf of a
4 corporate signatory warrants and promises for the benefit of all Parties that such person has been
5 duly authorized by such corporation to execute this Settlement Agreement or any related document.

6 51. **Representation By Counsel.**

7 All of the Parties hereto acknowledge that they have been represented by counsel throughout
8 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
9 has been executed with the consent and advice of counsel.

10 52. **Attorneys' Fees And Costs.**

11 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
12 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
13 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
14 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
15 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

1 IT IS SO AGREED:

2
3 Dated: October __, 2021

PLAINTIFF MARIA VELEZ

5
6 Dated: October ⁵ __, 2021

DocuSigned by:

Dan Madsen

DEFENDANT LEGACY FARMS, LLC, A DELAWARE
LLC, DOING BUSINESS IN CALIFORNIA AS LEGACY
FARMS OF CALIFORNIA, LLC; CAL FRESCO/LEGACY
FARMS EMPLOYMENT SERVICES COMPANY, INC.

7
8
9 *December*
10 Dated: October 16, 2021

Dan J. G. CEO
DEFENDANT PRIORITY WORKFORCE, INC.

11
12
13 Dated: October __, 2021

JACKSON LAW, P.C.

14
15 By: _____
16 ARMOND JACKSON
17 ANDREA FERNANDEZ
Attorneys for Plaintiffs
Maria Velez

18 Dated: October ⁵ __, 2021

LOCKE LORD, LLP

DocuSigned by:

Nina Huerta

19 By: _____
20 NINA HUERTA
21 JORDON R. FERGUSON
22 Attorneys for Defendants
23 Legacy Farms, LLC, a Delaware LLC, doing business in
California as Legacy Farms of California, LLC; Cal
Fresco/Legacy Farms Employment Services Company, Inc.

24 Dated: November 8, 2021

CLARK HILL, LLP

25
26 By: *Rafael Nendel-Flores*
27 RAFAEL NENDEL-FLORES
28 GUILLERMO TELLO
PAYMON MONDEGARI
Attorneys for Defendant Priority Workforce, Inc.

1 **IT IS SO AGREED:**

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3

4

Dated: October 4, 2021

Maria Velez
PLAINTIFF MARIA VELEZ

5

6

Dated: October __, 2021

DEFENDANT LEGACY FARMS, LLC, A DELAWARE
LLC, DOING BUSINESS IN CALIFORNIA AS LEGACY
FARMS OF CALIFORNIA, LLC; CAL FRESCO/LEGACY
FARMS EMPLOYMENT SERVICES COMPANY, INC.

9

10

Dated: October __, 2021

DEFENDANT PRIORITY WORKFORCE, INC.

11

12

13

Dated: October 4, 2021

JACKSON LAW, P.C.

14

15

16

17

By: Armond Jackson
ARMOND JACKSON
ANDREA FERNANDEZ
Attorneys for Plaintiffs
Maria Velez

18

Dated: October __, 2021

LOCKE LORD, LLP

19

20

21

22

23

By: _____
NINA HUERTA
JORDON R. FERGUSON
Attorneys for Defendants
Legacy Farms, LLC, a Delaware LLC, doing business in
California as Legacy Farms of California, LLC; Cal
Fresco/Legacy Farms Employment Services Company, Inc.

24

Dated: October __, 2021

CLARK HILL, LLP

25

26

27

28

By: _____
RAFAEL NENDEL-FLORES
GUILLERMO TELLO
PAYMON MONDEGARI
Attorneys for Defendant Priority Workforce, Inc.

EXHIBIT B

EXHIBIT C

Activities Export

01/10/2022

11:11 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/09/2021	\$	One Legal Invoice_13326090 ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	12.00	-	12.00
09/10/2021	\$	Chase Litigation Services 31451 ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	1,206.25	-	1,206.25
09/09/2021	\$	Legal Invoice 13199869 ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	19.25	-	19.25
08/13/2021	\$	One Legal Invoice_13146449 ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	19.25	-	19.25
08/04/2021	\$	Mediationn Reference# 1220067797 ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	5,116.67	-	5,116.67
04/23/2021	\$	One Legal Invoice 12920682 ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	14.25	-	14.25
03/25/2021	\$	One Legal Invoice 12851522 ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	19.25	-	19.25
03/12/2021	\$	One Legal invoice #12837631 ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	20.00	-	20.00
03/09/2021	\$	One Legal invoice 12825224 Docuemts: Joint Statement , ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	14.25	-	14.25
02/10/2021	\$	One Legal Invoice:12776874 Documents: Amended Complaint ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	14.25	-	14.25

\$0.00
0.0h

\$8,969.87
0.0h

Activities Export

01/10/2022

11:11 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/02/2021	\$	One Legal Invoice 12761564 Documents: Joint Statement ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	14.25	-	14.25
02/02/2021	\$	One Legal Invoice- 12758566 Documents: Motion to compel Answers to Interrogatories ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	141.25	-	141.25
01/08/2021	\$	CourtCall 11022395 Hearing: Status Conference ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	94.00	-	94.00
01/05/2021	\$	One Legla invoice 12708151 Documents: Joint Statement ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	12.20	-	12.20
01/05/2021	\$	One Legal Invoice 12707935 Documents: Joint Statement ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	12.20	-	12.20
12/29/2020	\$	One Legal Invoice 12699353 Documents: Motion ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	260.20	-	260.20
12/22/2020	\$	One Legal Invoice 12691058 Documents: Declaration ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	72.20	-	72.20
							\$0.00 0.0h	\$8,969.87 0.0h

Activities Export

01/10/2022

11:11 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/27/2020	\$	One Legal invoice 12598106 Documents: Amended Complaint ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	12.20	-	12.20
10/21/2020	\$	One Legal Invoice 12591545 Documents: Proposed Stipulation ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	20.00	-	20.00
10/20/2020	\$	One Legal Invoice 12589407 Documents: Proposed Order ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	12.20	-	12.20
09/15/2020	\$	Court call Invoice/ID 10819699 Hearing: CMC ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	94.00	-	94.00
09/03/2020	\$	One Legal Invoice # 12521370 Documents: Case Management Statement ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	16.95	-	16.95
07/01/2020	\$	Mailed out: Notice of Acknowledgment ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	8.25	-	8.25
06/24/2020	\$	Janney and Janney invoice 3627014-02 Service of Process: Legacy Farms	00120-Velez PAGA Only	Maria Ocampo	1.00	99.00	-	99.00
							\$0.00 0.0h	\$8,969.87 0.0h

Activities Export

01/10/2022

11:11 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
06/18/2020	\$	One Legal Invoice 12407482 Documents: CMS ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	9.95	-	9.95
04/30/2020	\$	Certified Mail Receipts ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	5.00	4.75	-	23.75
03/25/2020	\$	Mailed out: Letter of noncompliance ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	0.65	-	0.65
03/13/2020	\$	LWDA- Submission Fee ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	75.00	-	75.00
03/10/2020	\$	Janney and Janney Service of Process: Complaint Summons Civil Case Coversheet ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	75.00	-	75.00
03/03/2020	\$	Mailed out : PAGA Notice ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	0.50	-	0.50
02/04/2020	\$	Mailed out: Request Personnel Records and Preservation letters ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	2.00	0.65	-	1.30
							\$0.00 0.0h	\$8,969.87 0.0h

Activities Export

01/10/2022

11:11 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/26/2019	\$	One Legal Invoice #12193139 Documents: Summons ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	12.20	-	12.20
12/23/2019	\$	One Legal Invoice # 12190780 Documents: Complaint, Civil Case Cover Sheet , Summons ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	1.00	1,447.20	-	1,447.20
							\$0.00 0.0h	\$8,969.87 0.0h

EXHIBIT D

Activities Export

01/10/2022

11:13 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/10/2022	 	Finalized PAGA Motion for filing. Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
12/29/2021	 	Revised PAGA Notice and PAGA Approval Motion. Unbilled	00120-Velez PAGA Only	Armond Jackson	2.20h	640.00	-	1,408.00
12/22/2021	 	Contacted client to obtain signature on declaration, client texted and gave authorization. Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.17h	145.00	-	24.65
12/22/2021	 	Continued drafting PAGA approval motion. Unbilled	00120-Velez PAGA Only	Armond Jackson	6.35h	640.00	-	4,064.00
12/22/2021	 	Drafted PAGA motion. Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
12/16/2021	 	Formatted Motion for Approval Unbilled	00120-Velez PAGA Only	Yesenia Villalba	1.50h	145.00	-	217.50
12/14/2021	 	Drafted email to oc re: motion. Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
11/11/2021	 	Administration: Process Minute Order and emailed AJ. Unbilled	00120-Velez PAGA Only	Norma Gourdine	0.20h	0.00	-	0.00
10/04/2021	 	Client communications regarding settlement agreement, client gave authorization, signed on her behalf and saved in client folder. Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.17h	145.00	-	24.65
					180.75h		\$0.00 0.0h	\$92,162.85 180.75h

Activities Export

01/10/2022

11:13 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/04/2021		Reviewed and finalized settlement agreement.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.90h	640.00	-	576.00
09/14/2021		Client called wanting status, provided to her.  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.09h	145.00	-	13.05
09/14/2021		responded to YV re. client phone call  Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.10h	125.00	-	12.50
09/09/2021		Reviewed and responded to email from oc.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.40h	640.00	-	256.00
09/07/2021		Drafted joint statement.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
09/07/2021		Drafted settlement agreement.  Unbilled	00120-Velez PAGA Only	Armond Jackson	2.30h	640.00	-	1,472.00
08/18/2021		updated CT notes from Monday.com  Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.10h	125.00	-	12.50
08/13/2021		invoiced One Legal bill  Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.10h	125.00	-	12.50
08/13/2021		downloaded conformed copy  Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.10h	125.00	-	12.50
08/13/2021		Drafted notices of withdrawal for motions,	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
					180.75h		\$0.00 0.0h	\$92,162.85 180.75h

Activities Export

01/10/2022

11:13 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
08/03/2021	🕒	called client re. MOU ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.10h	125.00	-	12.50
07/28/2021	🕒	Drafted MOU. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
07/28/2021	🕒	Prepared for and attended mediation. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	7.20h	640.00	-	4,608.00
07/27/2021	🕒	Drafted motion to compel. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	7.80h	640.00	-	4,992.00
07/23/2021	🕒	Velez Mediation Brief and Data Analysis. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	5.70h	640.00	-	3,648.00
07/22/2021	🕒	Data analysis for mediation. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	8.00h	640.00	-	5,120.00
07/21/2021	🕒	Contacted Ms. Velez regarding mediation, Per AJ no need for her to be present. ● Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.17h	145.00	-	24.65
07/21/2021	🕒	Drafted mediation brief. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	8.25h	640.00	-	5,280.00
07/20/2021	🕒	Saved Notice of Ex Parte Application ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.10h	125.00	-	12.50
					180.75h		\$0.00 0.0h	\$92,162.85 180.75h

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/20/2021		Drafted mediation brief.  Unbilled	00120-Velez PAGA Only	Armond Jackson	1.69h	640.00	-	1,081.60
07/15/2021		Assist in the deposition  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	3.00h	145.00	-	435.00
07/15/2021		Formatted Discovery Motion  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	1.00h	145.00	-	145.00
07/13/2021		Depo Prep- Velez  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	3.29h	145.00	-	477.05
07/13/2021		Deposition preparation.  Unbilled	00120-Velez PAGA Only	Armond Jackson	3.12h	640.00	-	1,996.80
06/25/2021		Drafted Claimant's strike list.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.90h	640.00	-	576.00
06/21/2021		Drafted meet and confer re: SI 2.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.82h	640.00	-	524.80
04/30/2021		Prepared for and attended motion hearing and status conference.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.70h	640.00	-	448.00
04/23/2021		Revised and filed PAGA letter.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
04/22/2021		Drafted joint statement.  Unbilled	00120-Velez PAGA Only	Armond Jackson	1.42h	640.00	-	908.80
04/20/2021		Spoke to opposing counsel re: informal discovery.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
					180.75h		\$0.00	\$92,162.85
							0.0h	180.75h

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Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/19/2021	 	Drafted opposition. Unbilled	00120-Velez PAGA Only	Armond Jackson	2.44h	640.00	-	1,561.60
04/16/2021	 	opposition to demurr Unbilled	00120-Velez PAGA Only	Andrea Fernandez	5.00h	300.00	-	1,500.00
04/16/2021	 	Drafted email to opposing counsel re: IDC. Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
04/16/2021	 	Drafted second set of discovery. Unbilled	00120-Velez PAGA Only	Armond Jackson	1.60h	640.00	-	1,024.00
04/15/2021	 	Spoke to opposing counsel re: document production. Unbilled	00120-Velez PAGA Only	Armond Jackson	0.40h	640.00	-	256.00
04/14/2021	 	opposition to demurrer Unbilled	00120-Velez PAGA Only	Andrea Fernandez	5.00h	300.00	-	1,500.00
04/13/2021	 	Drafted Verifications; called client and scheduled her to come in tomorrow to sign. Requested Maria to scan new productions of documents and batestamp. Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.50h	145.00	-	72.50
04/13/2021	 	Drafted discovery responses. Unbilled	00120-Velez PAGA Only	Armond Jackson	3.20h	640.00	-	2,048.00
04/12/2021	 	opposition to demurrer Unbilled	00120-Velez PAGA Only	Andrea Fernandez	5.00h	300.00	-	1,500.00
04/12/2021		telephone conversation and email	00120-Velez	Andrea	0.30h	440.00	-	132.00
					180.75h		\$0.00 0.0h	\$92,162.85 180.75h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		to dc regarding stipulation on name change ● Unbilled	PAGA Only	Fernandez				
04/05/2021	🕒	Completed Chron ● Unbilled	00120-Velez PAGA Only	Yesenia Villalba	2.00h	145.00	-	290.00
04/05/2021	🕒	Drafted email for discovery extension. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
04/05/2021	🕒	Velez Data Rubric ● Unbilled	00120-Velez PAGA Only	Jalen Sims	1.00h	125.00	-	125.00
04/05/2021	🕒	Developed data rubric based upon the pay periods we have. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.60h	640.00	-	384.00
04/01/2021	🕒	Chronology ● Unbilled	00120-Velez PAGA Only	Yesenia Villalba	1.25h	145.00	-	181.25
03/31/2021	🕒	Chronology ● Unbilled	00120-Velez PAGA Only	Yesenia Villalba	2.75h	145.00	-	398.75
03/30/2021	🕒	Worked on Chronology ● Unbilled	00120-Velez PAGA Only	Yesenia Villalba	2.79h	145.00	-	404.55
03/25/2021	🕒	canceled courtcall / advised court clerk on tentative ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.09h	125.00	-	11.25
03/25/2021	🕒	Working on Chronology ● Unbilled	00120-Velez PAGA Only	Yesenia Villalba	5.25h	145.00	-	761.25
					180.75h		\$0.00 0.0h	\$92,162.85 180.75h

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Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/24/2021	 Unbilled	scheduled courtcall	00120-Velez PAGA Only	Maria Ocampo	0.09h	125.00	-	11.25
03/24/2021	 Unbilled	saved Request for Judicial Notice	00120-Velez PAGA Only	Maria Ocampo	0.04h	125.00	-	5.00
03/24/2021	 Unbilled	Worked on Chronology; still pending to finish.	00120-Velez PAGA Only	Yesenia Villalba	3.67h	145.00	-	532.15
03/23/2021	 Unbilled	Drafted discovery responses.	00120-Velez PAGA Only	Armond Jackson	0.70h	640.00	-	448.00
03/19/2021	 Unbilled	Drafted oppositions to motions.	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
03/16/2021	 Unbilled	Drafted second set of discovery.	00120-Velez PAGA Only	Armond Jackson	1.30h	640.00	-	832.00
03/16/2021	 Unbilled	Looked over discovery responses, client provided all documents for discovery, Maria to process them. Client also confirmed dates for deposition and for depo prep. Schedule her in clio.	00120-Velez PAGA Only	Yesenia Villalba	0.50h	145.00	-	72.50
03/15/2021	 Unbilled	Reviewed discovery responses.	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
03/11/2021	 Unbilled	downloaded and saved Document production No.2 from secured file	00120-Velez PAGA Only	Maria Ocampo	0.09h	125.00	-	11.25
					180.75h		\$0.00 0.0h	\$92,162.85 180.75h

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Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/11/2021		Called client and went over discovery requests. Drafted responses and email AJ.  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	2.35h	145.00	-	340.75
03/10/2021		Review Discovery request; emailed AJ; calendared client for tomorrow to go over Discovery.  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.59h	145.00	-	85.55
03/09/2021		downloaded conformed copies  Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.04h	125.00	-	5.00
03/09/2021		saved and invoiced expense  Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.04h	125.00	-	5.00
03/09/2021		read email thread and calendared responses  Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.04h	125.00	-	5.00
03/08/2021		Saved and Formatted Discovery Responses  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	1.25h	145.00	-	181.25
03/08/2021		Filed Joint Stipulation to Continue Hearings. Added opposing counsel signature.  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.17h	145.00	-	24.65
03/02/2021		Read and responded to informal discovery email.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
02/23/2021		downloaded minute order and re-calendared motion hearing	00120-Velez PAGA Only	Maria Ocampo	0.04h	125.00	-	5.00
					180.75h		\$0.00	\$92,162.85
							0.0h	180.75h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
02/23/2021	🕒	Responded to email re: discovery. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.40h	640.00	-	256.00
02/19/2021	🕒	Drafted stipulation to continue motion. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	1.29h	640.00	-	825.60
02/18/2021	🕒	Participated in discovery call with Priority counsel. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
02/16/2021	🕒	Sent email to opposing counsel. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
02/16/2021	🕒	drafted POS, attached to Third Amended Complaint, sent to AJ for approval and emailed served to all counsels ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.25h	125.00	-	31.25
02/09/2021	🕒	Met and conferred with opposing counsel. Filed Third Amended Complaint. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
02/05/2021	🕒	updated/created Motion hearings per courts website ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.09h	125.00	-	11.25
02/04/2021	🕒	Reserved July 28, 2021 for a full day mediation. Case manager requested some information, prepared and emailed to Atty for	00120-Velez PAGA Only	Yesenia Villalba	0.22h	145.00	-	31.90
					180.75h		\$0.00	\$92,162.85
							0.0h	180.75h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		his review and emailed to Jo-EI the case manager for Hon. Carl West. ● Unbilled						
02/04/2021	🕒	Confirmed mediation. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
02/02/2021	🕒	Obtained One legal invoices and created expense entry- Joint Stip & Proposed Order ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.04h	125.00	-	5.00
02/02/2021	🕒	Obtained One legal invoices and created expense entry- Motion ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.04h	125.00	-	5.00
02/02/2021	🕒	efiled and served Joint Stipulation and Proposed order to file TAC ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.09h	125.00	-	11.25
02/02/2021	🕒	Downloaded and saved CONFORMED copies: MTC Responses against PWI; S.I and RFP (10 docs) ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.17h	125.00	-	21.25
02/02/2021	🕒	Finalized Proposed Order for filing. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	1.00h	640.00	-	640.00
02/01/2021	🕒	Emailed the case manager for Judge Carl West and also called. Available dates were provided and emailed to Attorney. ● Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.12h	145.00	-	17.40
					180.75h		\$0.00	\$92,162.85
							0.0h	180.75h

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/29/2021		Drafted motion to compel requests for production of documents.  Unbilled	00120-Velez PAGA Only	Armond Jackson	4.20h	640.00	-	2,688.00
01/29/2021		Drafted motion to compel especial interrogatories.  Unbilled	00120-Velez PAGA Only	Armond Jackson	4.00h	640.00	-	2,560.00
01/27/2021		Drafted Joint Stipulation seeking continuance of motions.  Unbilled	00120-Velez PAGA Only	Armond Jackson	1.25h	640.00	-	800.00
01/26/2021		Called the court clerk to request to continue the motions but was told that we needed to file a stipulation since we had made this request before.  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.12h	145.00	-	17.40
01/25/2021		Emailed serve the Demand for Arbitration to all people in the service list.  Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.04h	145.00	-	5.80
01/25/2021		phone call regarding named defendant  Unbilled	00120-Velez PAGA Only	Andrea Fernandez	0.20h	440.00	-	88.00
01/25/2021		Completed demand for arbitration.  Unbilled	00120-Velez PAGA Only	Armond Jackson	1.00h	640.00	-	640.00
01/21/2021		Contacted Case Manager for availability for Judge West and provided to Attorney AJ  Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.09h	125.00	-	11.25
					180.75h		\$0.00	\$92,162.85
							0.0h	180.75h

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Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/21/2021		Prepared Demand for Arbitration ● Unbilled	00120-Velez PAGA Only	Yesenia Villalba	0.17h	145.00	-	24.65
01/21/2021		Conferred w/ MO regarding mediation dates. Sent email to opposing counsel re: mediation. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
01/15/2021		Logged mail, scanned and saved in client folder ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.17h	125.00	-	21.25
01/13/2021		Filed and served Ntc of Ruling ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.09h	125.00	-	11.25
01/13/2021		Saved and calendered new status conference and motions with reminders for the Attorney ● Unbilled	00120-Velez PAGA Only	Maria Ocampo	0.25h	125.00	-	31.25
01/13/2021		Sent email re: discovery and mediation. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
01/13/2021		Sent email re: supplemental production. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
01/13/2021		Drafted Notice of Ruling. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.90h	640.00	-	576.00
01/12/2021		Review DFEH website to see if the complaint was amended, attorney confirmed, everything looked fine.	00120-Velez PAGA Only	Yesenia Villalba	0.09h	145.00	-	13.05
					180.75h		\$0.00	\$92,162.85
							0.0h	180.75h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
01/11/2021	🕒	Drafted Bel Aire West Notice. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
01/11/2021	🕒	Met and conferred w/ JS re: discovery motions. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.40h	640.00	-	256.00
01/08/2021	🕒	Researched mediators and drafted Belaire West notice. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.57h	640.00	-	364.80
01/07/2021	🕒	Attended hearing. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
01/05/2021	🕒	analyze next regarding steps ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
01/04/2021	🕒	Read and responded to meet and confer letter. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
01/04/2021	🕒	Drafted email and reviewed meet and confer correspondence. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.80h	640.00	-	512.00
12/31/2020	🕒	Revised joint statement. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
12/30/2020	🕒	Sent email re: joint statement. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.10h	640.00	-	64.00
12/28/2020	🕒	Drafted Joint Statement.	00120-Velez	Armond	1.20h	640.00	-	768.00
					180.75h		\$0.00	\$92,162.85
							0.0h	180.75h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	PAGA Only	Jackson				
12/28/2020	🕒	Reviewed defendant's discovery responses, drafted meet and confer statement. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	1.90h	640.00	-	1,216.00
12/23/2020	🕒	Drafted four discovery motions. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	2.50h	640.00	-	1,600.00
12/22/2020	🕒	Reviewed email re: Joint Stipulation. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
12/18/2020	🕒	Reviewed discovery responses and drafted meet and confer letter. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	1.30h	640.00	-	832.00
12/18/2020	🕒	Drafted motion seeking leave to amend. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	9.00h	640.00	-	5,760.00
12/17/2020	🕒	Format FAC motion. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.40h	640.00	-	256.00
10/12/2020	🕒	Drafted email re: joint stipulation etc. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.40h	640.00	-	256.00
10/09/2020	🕒	analyzed case regarding completing firm systems ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
10/05/2020	🕒	Met and conferred w/ opposing	00120-Velez	Armond	0.50h	640.00	-	320.00
					180.75h		\$0.00	\$92,162.85
							0.0h	180.75h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		counsel re: stipulation. ● Unbilled	PAGA Only	Jackson				
10/02/2020	🕒	analyzed case regarding completing firm systems ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
10/02/2020	🕒	analyzed case regarding completing firm systems ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
09/29/2020	🕒	Drafted stipulation and amended complaint. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	2.35h	640.00	-	1,504.00
09/28/2020	🕒	Reviewed and responded to email regarding protective order. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
09/28/2020	🕒	Drafted discovery. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	4.73h	640.00	-	3,027.20
09/09/2020	🕒	Analyzed regarding upcoming case management conference and arbitration issue. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
09/01/2020	🕒	Drafted Joint Report. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	1.70h	640.00	-	1,088.00
08/31/2020	🕒	Read and responded to email s re: Status Conference. ● Unbilled	00120-Velez PAGA Only	Armond Jackson	0.20h	640.00	-	128.00
					180.75h		\$0.00	\$92,162.85
							0.0h	180.75h

Activities Export

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Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/18/2020		Read and responded to email.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
07/09/2020		email from opposing counsel regarding requested declaration regarding the correct employer entity  Unbilled	00120-Velez PAGA Only	Andrea Fernandez	0.10h	440.00	-	44.00
07/06/2020		Requested MO re: contacting court to reschedule hearings.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
06/23/2020		Responded to attorney's email.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
06/17/2020		Drafted statement to file with Court.  Unbilled	00120-Velez PAGA Only	Armond Jackson	3.00h	640.00	-	1,920.00
06/08/2020		Determined next steps with case.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
04/29/2020		Analyzed regarding next steps for litigation.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
04/29/2020		Analyzed regarding next steps for litigation.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
04/20/2020		Analyzed regarding class action investigation.  Unbilled	00120-Velez PAGA Only	Armond Jackson	0.50h	640.00	-	320.00
					180.75h		\$0.00 0.0h	\$92,162.85 180.75h

Activities Export

01/10/2022
11:13 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/13/2020		Read and responded to email from opposing counsel.	00120-Velez PAGA Only	Armond Jackson	0.30h	640.00	-	192.00
		Unbilled						
11/25/2019		Analyzed claims re: wage and hour issues.	00120-Velez PAGA Only	Armond Jackson	2.40h	640.00	-	1,536.00
		Unbilled						
					180.75h		\$0.00 0.0h	\$92,162.85 180.75h

EXHIBIT E

JACKSON LAW, P.C.

Armond M. Jackson
ajackson@jlaw-pc.com

March 13, 2020

Sent By Certified Mail to Legacy Farms, LLC, Legacy Farms of California, LLC and PriorityWorkforce, Inc.

Submitted Via Online to Labor and Workforce Development Agency

Legacy Farms, LLC
6625 Caballero Blvd
Buena Park, California 60620

**Jack Cancellieri Agent for Service of
Process for Legacy Farms, LLC**
6625 Caballero Blvd
Buena Park, California 60620

Legacy Farms of California, LLC
1765 W. Penhall Way
Anaheim, California 92801

**Richard M. Tansley Agent for Service of
Process for Legacy Farms of California,
LLC**
1765 W. Penhall Way
Anaheim, California 92801

PriorityWorkforce, Inc.
19712 Macarthur Blvd., Ste. 110
Irvine, California 92612

**CT Corporation System Agent for Service
of Process for PriorityWorkforce, Inc.**
818 West Seventh Street, Suite 930
Los Angeles, California 90017

**Labor and Workforce Development
Agency**
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE PURSUANT TO LABOR CODE § 2699

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8-9,
226.3, 226.7, 510, 512, 558, 1194
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
Nos. 3-2001, 7-2001, 8-2001, 9-2001, 13-2001, 14-2001 (“Wage Orders 3, 7, 8, 9, 13 and
14”), Sections 3, 7, 11 and 12
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Maria Velez v. Legacy Farms, LLC and Legacy Farms of California, LLC et al.

March 13, 2020

Page 2 of 7

Dear Legacy Farms, LLC, Legacy Farms of California, LLC, Priorityworkforce, Inc, CT Corporation System, Jack Cancellieri and Richard M. Tansley:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f), which provides notice to the PAGA Administrator, Legacy Farms, LLC, Legacy Farms of California, LLC, Priorityworkforce, Inc, CT Corporation System and CSC-Lawyers Incorporating Service, by Maria Velez (“Ms. Velez”) (referred to herein as “Ms. Velez”) on behalf of all California aggrieved current and aggrieved former similarly situated employees of Legacy Farms, LLC and Legacy Farms of California, LLC, and Priorityworkforce, Inc, (collectively referred to herein as “LF”), a private right of action under the Private Attorney General Act (PAGA) of 2004.

As a prerequisite to prosecuting this private action in superior court, Ms. Velez is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jlaw-pc.com.

Facts and Theories

LF is an agricultural business that employs workers. Priorityworkforce, Inc. is a staffing agency that deploys workers to work at the worksite of LF. It is understood that Priorityworkforce, Inc., Legacy Farms, LLC, Legacy Farms of California, LLC are joint employers holding joint and several liability as Legacy Farms, LLC and Legacy Farms of California, LLC controlled the hours worked and working conditions and Priorityworkforce, Inc. controlled wages and hours worked.

This letter encompasses violations for all of LF’s nonexempt California employees.

Ms. Velez worked for LF. Ms. Velez worked as a general laborer that performed many duties such as picking agricultural products on the farms and other general laborer tasks as assigned. Throughout Ms. Velez’s shifts, she was not provided with all 10 minute duty-free uninterrupted rest breaks during their working shifts that were at or above 3.5 hour as the rest breaks were either interrupted, short, on-premises, late or not taken at all. Moreover, Ms. Velez was also not free of LF’s control during any purported rest breaks deeming all rest breaks unlawful.

Furthermore, Ms. Velez and other aggrieved employees were not provided with all proper 30 minute duty-free uninterrupted meal periods each five hours of their working shifts that they were entitled to when they worked over five and ten hour shifts as the meal breaks were either interrupted, short, on-premises, late or not taken at all.

The LF has violated California Labor Code sections 226.7, 512, and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 3, 7, 11 and 12 and any other applicable wage orders. Other similarly situated employees at the LF were under the same conditions as Ms. Velez.

Moreover, LF required Ms. Velez and other similarly situated employees to perform duties off-the-clock such as washing hands before and after their shift and any purported rest breaks or meal breaks that was not compensated and considered off-the-clock work.

Moreover, LF failed to incorporate Ms. Velez's premium wages and hours worth of work, actual name of the legal entity of the employer and applicable rates for all hours worked on their wage statements as required by California Labor Code section 226(a) 1-2, 4-5, 8 and 9. All other similarly situated employees were subjected to the same working conditions as Ms. Velez, such as not being provided with their entitled meal breaks and rest breaks and recording their actual hours worked, net wages earned, gross wages earned, applicable hourly rates for all hours worked and actual hours worked or premium wages earned on their wage statements and actual name of the legal entity of the employer.

By virtue of not authorizing or permitting Ms. Velez and all other similarly situated employees to take their entitled meal breaks and rest breaks, failing to incorporate hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, hours worked at the applicable hourly rate and deductions that should have been taken out, failing to include the correct overtime rates, and failing to include the name and address of the legal entity employer, the LF is violating California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 510, 512, 1194, 2802, and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 7, 11, 12 and 14.

Violation of California Labor Code Sections, 201, 202, 203, 204

An employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits. If the employer does fail to pay its employees upon separation of employment, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code §203) Here, Defendants did not compensate Ms. Velez and do not compensate other similarly situated employees at the time of separation whom is either discharged or quits despite owing them for minimum wage and or overtime wages for performing off-the-clock work as they were required to perform job duties before and after their shifts off-the-clock and after clocking-out and before clocking-in

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide "accurate itemized statement in writing" each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Ms. Velez's contention that LF are in violation of the following California Labor Codes:

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee's paystubs. Ms. Velez and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Velez and other similarly situated employees worked during their entitled meal periods and rest periods and also received incentive based bonus payments but LF did not accurately depict compensation as it failed to disclose and compensate them for the off-the-clock time and the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, LF failed to include the gross wages earned by excluding off-the-clock work.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee's paystubs. Ms. Velez and other similarly situated employees' paystubs did not accurately reflect their total hours worked by virtue of excluding hours worked because Ms. Velez and other similarly situated employees worked during their meal periods and rest periods but LF did not accurately depict compensation as it failed to disclose and compensate them for that recorded the extra hour worth of total hours worked on their paystub for failing to compensate for all hours worked and provide their entitled uninterrupted rest periods and meal periods. Moreover, LF failed to include total hours worked by excluding time worked off-the-clock.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Ms. Velez and other similarly situated employees' paystubs did not accurately reflect all deductions taken out of their paychecks by virtue of excluding hours worked and wages earned because Ms. Velez and other similarly situated employees were required to work during their rest periods and meal periods but LF did not accurately depict compensation as it failed to disclose and compensate them for that extra hours' worth of work nor disclosed or recorded the extra hour worth of total hours worked on their paystub for failing to pay for all hours worked and provide their entitled uninterrupted meal breaks and rest periods therefore inaccurately depicting deductions that were taken out on Ms. Velez' and other similarly situated employees' paystubs. Moreover, LF failed to include the correct deductions by virtue of failing to include off-the-clock work.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Ms. Velez' and other similarly situated employees' paystubs did not accurately reflect their net wages earned by virtue of excluding hours worked and wages earned because Ms. Velez and other similarly situated employees worked during their entitled rest breaks and meal periods but LF did not accurately depict compensation as it failed to disclose and compensate them for the extra hour worth of work nor disclosed or recorded the extra hour worth of net wages earned on their paystub for failing to

March 13, 2020

Page 5 of 7

provide their an uninterrupted rest periods and meal periods. Moreover, LF failed to include the net wages earned by excluding off-the-clock work.

Violation of 226 (a)(8)

Section a (8) requires the name and address of the legal entity that is the employer and the name of the legal entity that secured services if the employer. Ms. Velez and other similarly situated employees' paystubs did not reflect the name and address of the legal entity that is the employer and the name and address of the legal entity that secured he services of the employer.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Ms. Velez and other similarly situated employees' paystubs did not reflect their applicable hourly rate because LF excluded hours worked and wages earned because Ms. Velez and other similarly situated employees were required to work during their rest periods and meal periods but LF did not accurately depict compensation as it failed to disclose and compensate them for that the extra hour worth of gross and net wages earned as well as the additional hour worth of work on their paystub for failing to provide their uninterrupted rest periods and meal periods. Moreover, LF failed to include the corresponding number of hours worked by excluding off-the-clock work.

Violation of California Labor Code Sections 226.7, 510, 512, 1194, 1198 and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 7, 11 12, and 14

An employer must provide rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order Nos. 3-2001, 7-2001, 8-2001, 9-2001, 13-2001, 14-2001 (hereinafter "Wage Orders 3, 7, 8, 9, 13 and 14") covering the various industries comprising of LF employees.

Under these circumstances, Ms. Velez' position at LF falls within Wage Orders 3, 7, 8, 9, 13 and 14 as LF employed Ms. Velez as a non-exempt employees. Thus, below all sections and subsections that pertain to California Wage Orders 3, 7, 8, 9, 13 and 14 are applicable to Ms. Velez and all similarly situated aggrieved employees that were employed or remain employed by LF.

California Labor Code sections 226.7, 512 and Wage Orders 3, 7, 8, 9, 13 and 14, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 3, 7, 8, 9, 13 and 14, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. Ms. Velez and other similarly situated employees

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regularly worked above five, six and ten hour shifts and were not provided legally entitled meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

California Labor Code sections 226.7 and Wage Orders 3, 7, 8, 9, 13 and 14, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (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 compensation for each workday that the rest period is not provided.

Ms. Velez and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at LF while regularly working above 6 and 7.5 hour shifts.

Wage Orders 3, 7, 8, 9, 13 and 14, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to "keep accurate information with respect to each employee" regarding identification information, including their "[f]ull name, home address, occupation and social security number," "[time records showing when the employee begins and ends each work period," "[m]eal periods," and [t]otal hours worked in the payroll period and applicable rates of pay."

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, LF failed to record "meal periods" as Ms. Velez and other similarly situated employees were not provided with proper meal periods. Furthermore, LF failed to incorporate the extra hour's worth of work when Ms. Velez and other similarly situated employees worked through their entitled meal breaks and rest breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 3, 7, 8, 9, 13 and 14, Section -7- Record.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee's regular rate of compensation. (See Lab. Code §510) "Double time" required after twelve hours in any workday, after eight hours on the seventh day of work. Ms. Velez and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked hours entitling them to overtime payments and minimum wage payments for off the-clock work.

Violation of California Labor Code Section 1194

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) Ms. Velez and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked hours entitling them to overtime payments and minimum wage payments for off the-clock work.

As a consequence of the LF's violation of California Labor Code Sections 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, 226.7, 510, 512, 558, 1194 and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 3, 7, 11 and 12. Ms. Velez are due penalties for each violation as an individual and on behalf of all aggrieved employees at LF.

Conclusion

Pursuant to the above stated facts, it is Ms. Velez' theory that LF are in violation of Labor Code Labor Code Sections 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, 226.7, 510, 512, 558, 1194, and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 3, 7, 11 and 12. It is Ms. Velez contention that all similarly situated employees at LF are subjected to all of the above mentioned violations as LF employees.

Sincerely,
Jackson Law, APC

Armond M. Jackson
Armond M. Jackson

EXHIBIT F

JACKSON LAW, P.C.

Armond M. Jackson
ajackson@jlaw-pc.com

April 30, 2020

Sent By Certified Mail to Legacy Farms, LLC, Legacy Farms Employment Services Company, Inc., Legacy Farms of California, LLC and PriorityWorkforce, Inc.

Submitted Via Online to Labor and Workforce Development Agency

Legacy Farms, LLC
6625 Caballero Blvd
Buena Park, California 90620

**Jack Cancellieri Agent for Service of
Process for Legacy Farms, LLC**
6625 Caballero Blvd
Buena Park, California 90620

Legacy Farms of California, LLC
1765 W. Penhall Way
Anaheim, California 92801

**Richard M. Tansley Agent for Service of
Process for Legacy Farms of California,
LLC**
1765 W. Penhall Way
Anaheim, California 92801

Legacy Farms of California, LLC
1765 W. Penhall Way
Anaheim, California 92801

**Richard M. Tansley Agent for Service of
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1765 W. Penhall Way
Anaheim, California 92801

**Legacy Farms Employment Services
Company, Inc.**
6625 Caballero Blvd.
Buena Park, California 90620

**CT Corporation System Agent for Service
of Process for Legacy Farms Employment
Services Company, Inc.**
818 West Seventh Street, Suite 930
Los Angeles, California 90017

**Labor and Workforce Development
Agency**
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Amended Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8-9,
226.3, 226.7, 510, 512, 558, 1194
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
Nos. 3-2001, 7-2001, 8-2001, 9-2001, 13-2001, 14-2001 (“Wage Orders 3, 7, 8, 9, 13 and
14”), Sections 3, 7, 11 and 12
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Maria Velez v. Legacy Farms, LLC et al.

Dear Legacy Farms, LLC, Legacy Farms of California, LLC, Priorityworkforce, Inc, CT
Corporation System, Jack Cancellieri and Richard M. Tansley:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code §
2699(f), which provides notice to the PAGA Administrator, Legacy Farms, LLC, Legacy Farms
of California, LLC, Legacy Farms Employment Services Company, Inc. and Priorityworkforce,
Inc, CT Corporation System and CSC-Lawyers Incorporating Service, by Maria Velez (“Ms.
Velez”) (referred to herein as “Ms. Velez”) on behalf of all California aggrieved current and
aggrieved former similarly situated employees of Legacy Farms, LLC, Legacy Farms of
California, LLC and Legacy Farms Employment Services Company, Inc. and Priorityworkforce,
Inc, (collectively referred to herein as “LF”), a private right of action under the Private Attorney
General Act (PAGA) of 2004.

As a prerequisite to prosecuting this private action in superior court, Ms. Velez is required
to provide notice by certified mail to the Labor and Workforce Development Agency and the
employers regarding each violation, along with facts and theories supporting each violation as
mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please
contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at
ajackson@jlaw-pc.com.

Facts and Theories

LF is an agricultural business that employs workers. Priorityworkforce, Inc. is a staffing
agency that deploys workers to work at the worksite of LF. It is understood that Priorityworkforce,
Inc., Legacy Farms, LLC, Legacy Farms of California, LLC are joint employers holding joint and
several liability as Legacy Farms, LLC and Legacy Farms of California, LLC controlled the hours
worked and working conditions and Priorityworkforce, Inc. controlled wages and hours worked.

This letter encompasses violations for all of LF’s nonexempt California employees.

Ms. Velez worked for LF. Ms. Velez worked as a general laborer that performed many duties such as picking agricultural products on the farms and other general laborer tasks as assigned. Throughout Ms. Velez's shifts, she was not provided with all 10 minute duty-free uninterrupted rest breaks during their working shifts that were at or above 3.5 hour as the rest breaks were either interrupted, short, on-premises, late or not taken at all. Moreover, Ms. Velez was also not free of LF's control during any purported rest breaks deeming all rest breaks unlawful.

Furthermore, Ms. Velez and other aggrieved employees were not provided with all proper 30 minute duty-free uninterrupted meal periods each five hours of their working shifts that they were entitled to when they worked over five and ten hour shifts as the meal breaks were either interrupted, short, on-premises, late or not taken at all.

The LF has violated California Labor Code sections 226.7, 512, and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 3, 7, 11 and 12 and any other applicable wage orders. Other similarly situated employees at the LF were under the same conditions as Ms. Velez.

Moreover, LF required Ms. Velez and other similarly situated employees to perform duties off-the-clock such as washing hands before and after their shift and any purported rest breaks or meal breaks that was not compensated and considered off-the-clock work.

Moreover, LF failed to incorporate Ms. Velez's premium wages and hours worth of work, actual name of the legal entity of the employer and applicable rates for all hours worked on their wage statements as required by California Labor Code section 226(a) 1-2, 4-5, 8 and 9. All other similarly situated employees were subjected to the same working conditions as Ms. Velez, such as not being provided with their entitled meal breaks and rest breaks and recording their actual hours worked, net wages earned, gross wages earned, applicable hourly rates for all hours worked and actual hours worked or premium wages earned on their wage statements and actual name of the legal entity of the employer.

By virtue of not authorizing or permitting Ms. Velez and all other similarly situated employees to take their entitled meal breaks and rest breaks, failing to incorporate hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, hours worked at the applicable hourly rate and deductions that should have been taken out, failing to include the correct overtime rates, and failing to include the name and address of the legal entity employer, the LF is violating California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 510, 512, 1194, 2802, and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 7, 11, 12 and 14.

Violation of California Labor Code Sections, 201, 202, 203, 204

An employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits. If the employer does fail to pay its employees upon separation of employment, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code §203) Here, Defendants did not compensate Ms. Velez and do not compensate other similarly situated employees at the time of separation whom is either discharged or quits despite owing them for minimum wage and or overtime wages for performing off-the-

April 30, 2020

Page 4 of 8

clock work as they were required to perform job duties before and after their shifts off-the-clock and after clocking-out and before clocking-in

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide “accurate itemized statement in writing” each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Ms. Velez’s contention that LF are in violation of the following California Labor Codes:

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee’s paystubs. Ms. Velez and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Velez and other similarly situated employees worked during their entitled meal periods and rest periods and also received incentive based bonus payments but LF did not accurately depict compensation as it failed to disclose and compensate them for the off-the-clock time and the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, LF failed to include the gross wages earned by excluding off-the-clock work.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee’s paystubs. Ms. Velez and other similarly situated employees’ paystubs did not accurately reflect their total hours worked by virtue of excluding hours worked because Ms. Velez and other similarly situated employees worked during their meal periods and rest periods but LF did not accurately depict compensation as it failed to disclose and compensate them for that recorded the extra hour worth of total hours worked on their paystub for failing to compensate for all hours worked and provide their entitled uninterrupted rest periods and meal periods. Moreover, LF failed to include total hours worked by excluding time worked off-the-clock.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees’ wages to be inserted on an employee’s paystubs. Ms. Velez and other similarly situated employees’ paystubs did not accurately reflect all deductions taken out of their paychecks by virtue of excluding hours worked and wages earned because Ms. Velez and other similarly situated employees were required to work during their rest periods and meal periods but LF did not accurately depict compensation as it

April 30, 2020

Page 5 of 8

failed to disclose and compensate them for that extra hours' worth of work nor disclosed or recorded the extra hour worth of total hours worked on their paystub for failing to pay for all hours worked and provide their entitled uninterrupted meal breaks and rest periods therefore inaccurately depicting deductions that were taken out on Ms. Velez' and other similarly situated employees' paystubs. Moreover, LF failed to include the correct deductions by virtue of failing to include off-the-clock work.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Ms. Velez' and other similarly situated employees' paystubs did not accurately reflect their net wages earned by virtue of excluding hours worked and wages earned because Ms. Velez and other similarly situated employees worked during their entitled rest breaks and meal periods but LF did not accurately depict compensation as it failed to disclose and compensate them for the extra hour worth of work nor disclosed or recorded the extra hour worth of net wages earned on their paystub for failing to provide their an uninterrupted rest periods and meal periods. Moreover, LF failed to include the net wages earned by excluding off-the-clock work.

Violation of 226 (a)(8)

Section a (8) requires the name and address of the legal entity that is the employer and the name of the legal entity that secured services if the employer. Ms. Velez and other similarly situated employees' paystubs did not reflect the name and address of the legal entity that is the employer and the name and address of the legal entity that secured he services of the employer.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Ms. Velez and other similarly situated employees' paystubs did not reflect their applicable hourly rate because LF excluded hours worked and wages earned because Ms. Velez and other similarly situated employees were required to work during their rest periods and meal periods but LF did not accurately depict compensation as it failed to disclose and compensate them for that the extra hour worth of gross and net wages earned as well as the additional hour worth of work on their paystub for failing to provide their uninterrupted rest periods and meal periods. Moreover, LF failed to include the corresponding number of hours worked by excluding off-the-clock work.

Violation of California Labor Code Sections 226.7, 510, 512, 1194, 1198 and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 7, 11 12, and 14

An employer must provide rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order Nos. 3-2001, 7-2001, 8-2001, 9-2001, 13-2001, 14-2001 (hereinafter “Wage Orders 3, 7, 8, 9, 13 and 14”) covering the various industries comprising of LF employees.

Under these circumstances, Ms. Velez’ position at LF falls within Wage Orders 3, 7, 8, 9, 13 and 14 as LF employed Ms. Velez as a non-exempt employees. Thus, below all sections and subsections that pertain to California Wage Orders 3, 7, 8, 9, 13 and 14 are applicable to Ms. Velez and all similarly situated aggrieved employees that were employed or remain employed by LF.

California Labor Code sections 226.7, 512 and Wage Orders 3, 7, 8, 9, 13 and 14, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 3, 7, 8, 9, 13 and 14, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. Ms. Velez and other similarly situated employees regularly worked above five, six and ten hour shifts and were not provided legally entitled meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

California Labor Code sections 226.7 and Wage Orders 3, 7, 8, 9, 13 and 14, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (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 compensation for each workday that the rest period is not provided.

Ms. Velez and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at LF while regularly working above 6 and 7.5 hour shifts.

Wage Orders 3, 7, 8, 9, 13 and 14, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation and social security number,” “[time records showing when the employee begins and ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, LF failed to record “meal periods” as Ms. Velez and other similarly situated employees were not provided with proper meal periods. Furthermore, LF failed to incorporate the extra hour’s worth of work when Ms. Velez and other similarly situated employees worked through their entitled meal breaks and rest breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 3, 7, 8, 9, 13 and 14, Section -7- Record.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee’s regular rate of compensation. (See Lab. Code §510) “Double time” required after twelve hours in any workday, after eight hours on the seventh day of work. Ms. Velez and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked hours entitling them to overtime payments and minimum wage payments for off the-clock work.

Violation of California Labor Code Section 1194

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney’s fees, and costs of suit. (See Lab. Code §1194) Ms. Velez and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked hours entitling them to overtime payments and minimum wage payments for off the-clock work.

As a consequence of the LF’s violation of California Labor Code Sections 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, 226.7, 510, 512, 558, 1194 and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 3, 7, 11 and 12. Ms. Velez are due penalties for each violation as an individual and on behalf of all aggrieved employees at LF.

Conclusion

April 30, 2020

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Pursuant to the above stated facts, it is Ms. Velez' theory that LF are in violation of Labor Code Labor Code Sections 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, 226.7, 510, 512, 558, 1194, and Wage Orders 3, 7, 8, 9, 13 and 14, Sections 3, 7, 11 and 12. It is Ms. Velez contention that all similarly situated employees at LF are subjected to all of the above mentioned violations as LF employees.

Sincerely,
Jackson Law, APC

Armond M. Jackson

Armond M. Jackson

EXHIBIT G

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.