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

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, 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: Judge Glenda Sanders

Dept: CX101

CLASS ACTION CLAIMS

COMPLAINT FOR:

1. **CLAIM FOR FAILURE TO PAY
MINIMUM WAGES (CAL. LAB.
CODE SECTION 1194; IWC
WAGE ORDER 3, SECTION 3,
WAGE ORDER 7, SECTION 3,
WAGE ORDER 8, SECTION 3,
WAGE ORDER 9, SECTION 3,
WAGE ORDER 13, SECTION 3,
WAGE ORDER 14, SECTION 3);**
2. **CLAIM FOR FAILURE TO PAY
OVERTIME WAGES (CAL. LAB.
CODE SECTION 1194; IWC
WAGE ORDER 3, SECTION 3,
WAGE ORDER 7, SECTION 3,
WAGE ORDER 8, SECTION 3,
WAGE ORDER 9, SECTION 3,
WAGE ORDER 13, SECTION 3,
WAGE ORDER 14, SECTION 3);**
3. **CLAIM FOR FAILURE TO
PROVIDE MEAL BREAKS (IWC
WAGE ORDER 3, SECTION 11,
WAGE ORDER 7, SECTION 11
WAGE ORDER 8, SECTION 11
WAGE ORDER 9, SECTION 11
WAGE ORDER 13, SECTION 11
WAGE ORDER 14, SECTION 11)**
4. **CLAIM FOR FAILURE TO
PROVIDE REST PERIODS (IWC
WAGE ORDER 3, SECTION 12,
WAGE ORDER 7, SECTION 12
WAGE ORDER 8, SECTION 12,**

**WAGE ORDER 9, SECTION 12,
WAGE ORDER 3, SECTION 12,
WAGE ORDER 13, SECTION 12,
WAGE ORDER 14, SECTION 12)**

- 5. CLAIM FOR FAILURE TO PAY
TIMELY WAGES UPON
TERMINATION (LAB. CODE §
203)**
- 6. CLAIM FOR FAILURE TO
PROVIDE AND MAINTAIN
ACCURATE ITEMIZED WAGE
STATEMENTS AND MAINTAIN
RECORDS (LAB. CODE § 226(a))**
- 7. UNLAWFUL BUSINESS
PRACTICES UNDER (BUS. AND
PROF. CODE, § 17200, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Maria Velez (“Plaintiff” or “Ms. Velez”) makes the following allegations
2 against Legacy Farms, LLC (“Legacy”), Legacy Farms of California (“Legacy Farms”) and
3 Priorityworkforce, Inc. (“Priority”) (collectively referred to throughout herein as
4 “Defendants”):

5 **INTRODUCTION**

6 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
7 referred to herein as “Class Members” or “Subclass Members”) employed by Defendants that
8 worked at Legacy, and, DOES 1-50 in California from four years from the date of filing this
9 complaint through the date of trial in this action.

10 2. Defendants violated California law by preventing Class Members and Subclass
11 Members from taking their entitled minimum wages, overtime wages, rest breaks, meal breaks,
12 accurate itemized wage statements, wages upon termination, and waiting time penalties upon
13 termination.

14 3. In this action, Plaintiff, on behalf of themselves and all Class Members and Subclass
15 Members seek unpaid minimum wages, unpaid overtime wages, unpaid premium wages for
16 missed meal breaks, rest breaks, wages, inaccurate itemized wage statements and wages upon
17 termination. Statutory penalties, restitution, declaratory and injunctive relief, attorneys’ fees
18 and costs, prejudgment interest and other relief under California Industrial Welfare
19 Commission (I.W.C.) Wage Order 3-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 3-
20 2001”), Wage Order 7-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 7-2001”), Wage
21 Order 8-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 8-2001”), Wage Order 9-
22 2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 9-2001”), Wage Order 13-2001, 8 Cal.
23 Code of Reg. section 11050 (“Wage Order 13-2001”), Wage Order 14-2001, 8 Cal. Code of
24 Reg. section 11050 (“Wage Order 14-2001”) and California Labor Code (Labor Code”) sections
25 203, 226(a) 1-2, 5, 8, 9, 226.3, 226.7, 510, 512, 515, 558, 1774, 1194, 1198, 2699.5,
26 California Code of Civil Procedure section 1021.5, California Business and Professions Code
27 sections 17200 et seq. (“UCL”), and California common law.

1 4. The “Class Period” is designated as the time from four years from the date of filing this
2 Complaint through the date of trial in this action through the trial of this action based upon the
3 allegation that the violations of the Labor Code and UCL, as described more fully below, have
4 been ongoing since at least four years prior to the date of the instant Complaint in this action
5 and are continuing.

6 5. During the Class Period, Defendants had a consistent policy and/or practice of (1)
7 failing to provide Class Members and Subclass Members with lawful minimum wages for all
8 hours worked; (2) failing to provide Class Members and Subclass Members with lawful
9 overtime wages for all hours worked above eight hours each day or forty hours each week; (3)
10 adequate off-duty meal periods at least one half hour every five hours worked; (4) failing to
11 provide Class Members and Subclass Members with adequate on-duty rest periods of ten
12 minutes every four hours worked or a majority fraction thereof; (5) willfully failing to pay
13 compensation owed (including meal and rest period compensation) in a prompt and timely
14 manner to Plaintiff and other Class Members and Subclass Members whose employment with
15 Defendants terminated; (6) willfully withholding wages owed to employees; and (7) knowingly
16 and intentionally failing to furnish timely itemized statements accurately showing the total
17 hours worked by or hourly rate paid to Plaintiff, Class Members and Subclass Members.

18 6. During the Class Period, Defendants failed to provide Class Members and Subclass
19 Members with minimum wages for all hours worked as required by Labor Code sections 1194,
20 226.7, Wage Order No. 3-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage
21 Order No. 9-2001, Wage Order No. 13-2001 and Wage Order No. 14-2001.

22 7. During the Class Period, Defendants failed to provide Class Members and Subclass
23 Members with overtime wages for hours worked above 8 hours each day and/or forty hours
24 each week as required by Labor Code sections 510, 1194 and Wage Order No. 3-2001, Wage
25 Order No. 7-2001, Wage Order No. 8-2001, Wage Order No. 9-2001, Wage Order No. 13-
26 2001 and Wage Order No. 14-2001.

27 8. During the Class Period, Defendants failed to provide Class Members and Subclass
28 Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a

1 day worked as required by Labor Code sections section 226.7, Wage Order No. 3-2001, Wage
2 Order No. 7-2001, Wage Order No. 8-2001, Wage Order No. 9-2001, Wage Order No. 13-
3 2001 and Wage Order No. 14-2001.

4 9. During the Class Period, Defendants have failed to provide Class Members and
5 Subclass Members with an uninterrupted paid ten (10) minute rest break for each four (4)
6 hours or major fraction thereof worked per day as required by Labor Code section 226.7, Wage
7 Order No. 3-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage Order No. 9-2001,
8 Wage Order No. 13-2001 and Wage Order No. 14-2001.

9 10. During the Class Period, Defendants have failed to provide Class Members and
10 Subclass Members with accurate itemized wage statements as required by Labor Code section
11 226 (a) and 226.3.

12 11. During the Class Period, Defendants have willfully withheld wages from current and
13 former Class Members and Subclass Members during their employment, in violation of Labor
14 Code sections 201-203.

15 12. Accordingly, Defendants violated UCL, with the violations of the California wage and
16 hour laws described above.

17 **GENERAL ALLEGATIONS**

18 **Parties and Venue.**

19 13. Plaintiff Ms. Velez is, and at all relevant times was, a citizen and resident of the city of
20 Orange, in the County of Orange in the State of California.

21 14. Plaintiff is informed and believes and on that basis alleges that at all relevant times Defendant
22 Legacy Farms, LLC (referred to throughout herein as “Legacy” or “Defendant” or “Defendants”)
23 is a California corporation doing business in the State of California with a principal place of
24 business located at 6625 Caballero Blvd, Buena Park, California 90620.

25 15. Plaintiff is informed and believes and on that basis alleges that at all relevant times
26 Defendant Legacy Farms of California (“Legacy Farms”) is a California corporation doing
27 business in the State of California with a principal place of business located at 6625 Caballero
28 Blvd, Buena Park, California 90620.

1 16. Plaintiff is informed and believes and on that basis alleges that at all relevant times
2 Defendant Priority Workforce, Inc. (“Priority”) is a California corporation doing business in the
3 State of California with a principal place of business located at 19712 Macarthur Blvd, Ste. 110,
4 Irvine, California 92612.

5 17. In light of the facts that the wrongful acts of this defendant occurred and the causes
6 against them arose in Orange County, State of California, jurisdiction and venue is proper in
7 Orange County Superior Court.

8 **Doe Allegations.**

9 18. Plaintiff does not presently know the true names and capacities of defendant named as
10 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
11 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are
12 informed and believes and on that basis alleges that each of the fictitious defendants have
13 participated in the acts alleged in this complaint to have been done by the named defendants.

14 **Vicarious Liability.**

15 19. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
16 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
17 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
18 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
19 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
20 wrongful activities of each of the remaining defendants.

21 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

22 20. Ms. Velez worked as a non-exempt employee at Defendants. Legacy Farms and Legacy
23 are produce distributors and Priority is a staffing agency. Priority staffed workers to be employed
24 by Legacy and Legacy Farms which employed Plaintiff, Class and Subclass.

25 **Defendants Required Plaintiff to Perform Off-the-Clock Work and Failing to Pay**

26 **Minimum Wage and Overtime Wages**

27 21. Each day, Defendants required Ms. Velez to complete an extensive hand washing before
28 clocking-in at the beginning of her shift and when returning from meal breaks. These tasks to

engage in extensive hand washing off-the-clock amounted to approximately 5 minutes each time amounting to approximately 10 minutes per working day. Defendants would not compensate the Plaintiff for the time they were required by the employer to wash her hands before clocking-in causing off-the-clock work entitling Plaintiff to omnium wages and overtime wages.

22. Plaintiff is informed and on that basis believes that all other similarly situated employees of Defendants were under the same circumstances and conditions of employment as them. Specifically all other similarly situated employees were required to complete an extensive hand washing before clocking-in and at the beginning of her shift and returning from meal breaks. Defendants would not compensate the other employees for the time they were required by the employer to wash their hands before clocking-in.

Defendants Did Not Provide All Meal Breaks and Rest Breaks

23. Typically, Plaintiff would work above 8-hour work shifts at Defendants. During these work shifts, Ms. Velez would be required to do many work duty tasks. During these shifts it would be very busy where they would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks each four hours or a 30 minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six, ten and twelve hour shifts. Defendants would not compensate Plaintiff for all of their missed meal breaks or rest periods throughout their employment nor were they paid all of his premium wages for the missed meal breaks and rest periods that should have been paid. Plaintiff would be required to take shortened meal breaks due to having to wash hands off-the-clock and required to record clock-in time after washing her hands.

24. Plaintiff is informed and on that basis believes that all other similarly situated employees of Defendants were under the same circumstances and conditions of employment as them. Specifically, all other similarly situated employees would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six, ten and twelve hour shifts. Defendants would not compensate the other employees for all of their missed meal breaks or rest periods throughout their employment nor

1 were they paid all of their premium wages for the missed meal breaks and rest periods that
2 should have been paid. Moreover, similarly situated employees would be required to take
3 shortened meal breaks due to having to wash hands off-the-clock and pressured to report back to
4 work after washing her hands.

5 **Defendants Provided Inaccurate Wage Statements**

6 25. Furthermore, throughout Plaintiff's employment, her paystubs did not accurately reflect
7 their applicable total hours worked, net wages earned, gross wages earned and actual applicable
8 wage rate all in violation of California Labor Code Section 226(a), specifically sections 1--9.
9 Due to the fact that Defendants either did not provide any paystubs or excluded the hours worth
10 of work, gross and net wages earned, applicable hourly rate that should have been reflected on
11 their paystubs for off-the-clock work. Furthermore, Defendant failed to include the full name and
12 address of the legal entity that employed Plaintiff and since Legacy and Legacy Farms are farm
13 labor contractors, the name and address of the legal entity that secured the services of the
14 employer for Plaintiff, Class and Subclass. Therefore, their paystubs did not accurately reflect
15 the total hours worked, net wages earned, gross wages earned, accurately depict deductions that
16 should have been taken out and actual applicable wage rate corresponding with the total hours
17 worked as well as the name and address of the legal entity that employed Plaintiff, Class and
18 Subclass.

19 26. Plaintiff is informed and on that basis believes that all other similarly situated employees
20 of Defendants were under the same circumstances and conditions of employment as them.
21 Specifically, all other similarly situated employees were not provided with accurate itemized
22 wages statements and received paystubs that did not reflect their applicable total hours worked,
23 gross wages earned, net wages earned, depict deductions, name and address of the legal entity
24 employer and since Legacy and Legacy Farms are farm labor contractors, the name and address
25 of the legal entity that secured the services of the employer, and actual applicable wage rates
26 corresponding with the total hours worked by virtue of excluding hourly rate and hours worth of
27 work on their paystubs.

1 **Defendants Failed to Pay Wages Upon Termination to Class Members and Subclass**
2 **Members**

3 27. During Plaintiff's employment, Defendants had a policy where it did not pay its
4 employees for off-the-clock work whom were required to perform work duties off-the-clock such
5 as washing hands as described above. These monies were supposed to be paid out to Plaintiff and
6 the other employees as wages either at the time the wages were earned or upon termination.

7 **CLASS ACTION ALLEGATIONS**

8 28. This action is maintainable as a representative action pursuant to California Code of Civil
9 Procedure section 382 as to violations of Wage Order No. 3-2001, Wage Order No. 7-2001,
10 Wage Order No. 8-2001, Wage Order No. 9-2001, Wage Order No. 13-2001 and Wage Order
11 No. 14-2001 and UCL for minimum wages, overtime wages, meal and rest break violations,
12 interest for owed wages, owed wages, waiting time penalties, failure to furnish timely, itemized
13 wage statements, and attorneys' fees and costs. Plaintiff are representatives of other Class
14 Members and Subclass Members and is acting on behalf of their interests. The similarly situated
15 employees are known to Defendants and are readily identifiable and locatable through
16 Defendants own employment records. The Class that Plaintiff seek to represent is defined as
17 follows:

18 All individuals in California who worked for Legacy and/or Legacy Farms as
19 nonexempt employees at any time from four years of the date of the filing of this
20 Complaint through the date of trial.

21 The Subclass 1 that Plaintiff seek to represent is defined as follows:

22 All individuals in California who worked for Legacy and/or Legacy Farms as
23 nonexempt employees at any time from three years of the date of the filing of this
24 Complaint through the date of trial.

25 The Subclass 2 that Plaintiff seek to represent is defined as follows:

26 All individuals in California who worked for Legacy and/or Legacy Farms as
27 nonexempt employees at any time from one year of the date of the filing of this
28 Complaint through the date of trial.

1 The Subclass 3 that Plaintiff seek to represent is defined as follows:

2 All individuals in California who worked for Legacy and/or Legacy Farms as
3 nonexempt employees and required to wash their hands before clocking in for
4 their shift at any time from four years of the date of the filing of this Complaint
5 through the date of trial.

6 The Subclass 4 that Plaintiff seek to represent is defined as follows:

7 All individuals in California who worked for Legacy and/or Legacy Farms as
8 nonexempt employees and required to wash their hands before clocking in for
9 their shift at any time from three years of the date of the filing of this Complaint
10 through the date of trial.

11 The Subclass 5 that Plaintiff seek to represent is defined as follows:

12 All individuals in California who worked for Legacy and/or Legacy Farms as
13 nonexempt employees and required to wash their hands before clocking in for
14 their shift at any time from one year of the date of the filing of this Complaint
15 through the date of trial.

16 The Subclass 6 that Plaintiff seek to represent is defined as follows:

17 All individuals in California who worked for Legacy and/or Legacy Farms as
18 nonexempt employees and required to wash their hands before clocking in while
19 returning from their legally entitled meal breaks at any time from four years of the
20 date of the filing of this Complaint through the date of trial.

21 The Subclass 7 that Plaintiff seek to represent is defined as follows:

22 All individuals in California who worked for Legacy and/or Legacy Farms as
23 nonexempt employees and required to wash their hands before clocking in while
24 returning from their legally entitled meal breaks at any time from three years of
25 the date of the filing of this Complaint through the date of trial.

26 The Subclass 8 that Plaintiff seek to represent is defined as follows:

27 All individuals in California who worked for Legacy and/or Legacy Farms as
28 nonexempt employees and required to wash their hands before clocking in while
returning from their legally entitled meal breaks at any time from one year of the
date of the filing of this Complaint through the date of trial.

The Subclass 9 that Plaintiff seek to represent is defined as follows:

1 All individuals in California whom Priority deployed to work for Legacy and/or
2 Legacy Farms as nonexempt employees at any time from four years of the date of
3 the filing of this Complaint through the date of trial.

4 The Subclass 10 that Plaintiff seek to represent is defined as follows:

5 All individuals in California whom Priority deployed to work for Legacy and/or
6 Legacy Farms as nonexempt employees at any time from three years of the date
7 of the filing of this Complaint through the date of trial.

8 The Subclass 11 that Plaintiff seek to represent is defined as follows:

9 All individuals in California whom Priority deployed to work for Legacy and/or
10 Legacy Farms as nonexempt employees at any time from one year of the date of
11 the filing of this Complaint through the date of trial.

12 The Subclass 12 that Plaintiff seek to represent is defined as follows:

13 All individuals in California whom Priority deployed to work for Legacy and/or
14 Legacy Farms as nonexempt employees and required to wash their hands before
15 clocking in for their shift at any time from four years of the date of the filing of
16 this Complaint through the date of trial.

17 The Subclass 13 that Plaintiff seek to represent is defined as follows:

18 All individuals in California whom Priority deployed to work for Legacy and/or
19 Legacy Farms as nonexempt employees and required to wash their hands before
20 clocking in for their shift at any time from three years of the date of the filing of
21 this Complaint through the date of trial.

22 The Subclass 14 that Plaintiff seek to represent is defined as follows:

23 All individuals in California whom Priority deployed to work for Legacy and/or
24 Legacy Farms as nonexempt employees and required to wash their hands before
25 clocking in for their shift at any time from one year of the date of the filing of this
26 Complaint through the date of trial.

27 The Subclass 15 that Plaintiff seek to represent is defined as follows:

28 All individuals in California whom Priority deployed to work for Legacy and/or
Legacy Farms as nonexempt employees and required to wash their hands before

1 clocking in while returning from their legally entitled meal breaks at any time
2 from four years of the date of the filing of this Complaint through the date of trial.

3 The Subclass 16 that Plaintiff seek to represent is defined as follows:

4 All individuals in California whom Priority deployed to work for Legacy and/or
5 Legacy Farms as nonexempt employees and required to wash their hands before
6 clocking in while returning from their legally entitled meal breaks at any time
7 from three years of the date of the filing of this Complaint through the date of
8 trial.

9 The Subclass 17 that Plaintiff seek to represent is defined as follows:

10 All individuals in California whom Priority deployed to work for Legacy and/or
11 Legacy Farms as nonexempt employees and required to wash their hands before
12 clocking in while returning from their legally entitled meal breaks at any time
13 from one year of the date of the filing of this Complaint through the date of trial.

14 29. The individuals included within the alleged Class and Subclass are over one hundred
15 (100) and is so numerous that joinder of each of them would be impracticable, and the
16 disposition of their claims in a class action, rather than in numerous individual actions, will
17 benefit the parties, the Court, and the interests of justice. The Subclass 1, Subclass 2, Subclass 3,
18 Subclass 4, Subclass 5, Subclass 6, Subclass 7 and Subclass 8, Subclass 9, Subclass 10, Subclass
19 11, Subclass 12, Subclass 13, Subclass 14, Subclass 15, Subclass 16, and Subclass 17 shall be
20 collectively referred to herein as “Subclass”.

21 30. Among the proposed Class and Subclass there is a well-defined community of interest in
22 the questions of law and/or fact involved, affecting the Class Members and Subclass Members,
23 These common questions include, but are not limited to:

- 24 a. Whether Defendants failure to provide minimum wages for all hours worked to
25 Class Members and Subclass Members violates Labor Code section 1194 and
26 Wage Order No. 3-2001, Wage Order No. 7-2001, Wage Order No. 8-2001,
27 Wage Order No. 9-2001, Wage Order No. 13-2001 and Wage Order No. 14-2001;
- 28 b. Whether Defendants failure to provide overtime wages to Class Members and
Subclass Members violates Labor Code sections 1194, 510, and Wage Order No.

3-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage Order No. 9-2001, Wage Order No. 13-2001 and Wage Order No. 14-2001;

c. Whether Defendants failure to provide meal periods to Class Members and Subclass Members violates Labor Code sections 226.7, 512 and Wage Order No. 3-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage Order No. 9-2001, Wage Order No. 13-2001 and Wage Order No. 14-2001;

d. Whether Defendants failure to provide rest periods to Class Members and Subclass Members violates Labor Code section 226.7 and Wage Order No. 3-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage Order No. 9-2001, Wage Order No. 13-2001 and Wage Order No. 14-2001;

e. Whether Defendants failure to provide formerly employed Class Members and Subclass Members with all wages due upon separation violates Labor Code sections 201-203;

f. Whether Defendants failure to keep accurate payroll records of daily hours worked violates Labor Code section 1174;

g. Whether Defendants' failure to provide Class Members and Subclass Members with itemized statements of wages and hours worked violates Labor Code section 226;

h. Whether Defendants various violations of the Labor Code serve as predicate violations of the UCL.

31. Common questions of law and/or fact predominate over questions that affect only individual Class Members and Subclass Members.

32. Plaintiff claims are typical of those belonging to the members of the Class and Subclass they seek to represent, and Plaintiff can adequately represent the Class and Subclass they seek to represent.

FIRST CAUSE OF ACTION

(Claim for Failure to Provide Minimum Wages – Lab. Code 510, 1194 and Wage Order 3 Section 3, Wage Order 7-2001, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3, Wage Order 13, Section 3, Wage Order 14, Section 3 by Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)

33. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

34. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass Members.

35. Defendants were required to compensate Plaintiff for all hours worked pursuant to California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order 3-2001 Section 3, Wage Order 7-2001, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3, Wage Order 13, Section 3, Wage Order 14, Section 3 Defendants failed to do so. Plaintiff Class Members and Subclass Members are entitled to minimum wages and civil penalties as a consequence of this failure.

36. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for all of the minimum wages they are entitled to pursuant to California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order 3-2001 Section 3, Wage Order 7-2001, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3, Wage Order 13, Section 3, Wage Order 14, Section 3. It failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as a consequence of this failure.

37. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

38. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages available pursuant to the Labor Code, Wage Order 5, and an award of reasonable attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

SECOND CAUSE OF ACTION

(Claim for Failure to Provide Overtime Wages – Lab. Code 510 and 1194, Wage Order 3 Section 3, Wage Order 7-2001, Section 3, Wage Order 8, Section 3, Wage Order 9, Section

**3, Wage Order 13, Section 3, Wage Order 14, Section 3 by Plaintiff and Class and Subclass
Against All Defendants and DOES 1-50)**

39. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

40. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass Members.

41. Defendants were required to compensate Plaintiff for all hours worked pursuant to California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order 3-2001 Section 3, Wage Order 7-2001, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3, Wage Order 13, Section 3, Wage Order 14, Section 3. Defendants failed to do so. Plaintiff Class Members and Subclass Members are entitled to overtime wages and civil penalties as a consequence of this failure.

42. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for all of the overtime wages they are entitled to pursuant to California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order 3-2001 Section 3, Wage Order 7-2001, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3, Wage Order 13, Section 3, Wage Order 14, Section 3. It failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as a consequence of this failure.

43. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

44. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages available pursuant to the Labor Code, Industrial Welfare Commission Wage Order 3-2001 Section 3, Wage Order 7-2001, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3, Wage Order 13, Section 3, Wage Order 14, Section 3, and an award of reasonable attorney's fees

1 and costs. The exact amount of the applicable penalties is an amount to be shown according to
2 proof at trial.

3 **THIRD CAUSE OF ACTION**

4 **(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Industrial Welfare**
5 **Commission Wage Order 3-2001, Section 11, Wage Order 7-2001, Section 11, Wage Order**
6 **8, Section 11, Wage Order 9, Section 11, Wage Order 13, Section 11, Wage Order 14,**
7 **Section 11, by Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)**

8 45. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
9 and below by reference as though set forth in full in this cause of action.

10 46. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
11 Members.

12 47. Defendants were required to authorize and permit Plaintiff and Class Members and
13 Subclass Members to take uninterrupted meal breaks pursuant to and Industrial Welfare
14 Commission Wage Order 3-2001, Section 11, Wage Order 7-2001, Section 11, Wage Order 8,
15 Section 11, Wage Order 9, Section 11, Wage Order 13, Section 11, Wage Order 14, Section 11.
16 Defendants failed to do so by not allowing such uninterrupted meal breaks. Plaintiff Class
17 Members and Subclass Members are entitled to premium wages and civil penalties as a
18 consequence of this failure.

19 48. Defendants were required to pay the Plaintiff, Class Members and Subclass Member
20 employees one (1) hour of pay at their regular rate of compensation for each workday that the
21 legally compliant meal breaks are not provided, pursuant to California labor Code sections 226,7,
22 and 512, and Industrial Welfare Commission Wage Order 3-2001, Section 11, Wage Order 7-
23 2001, Section 11, Wage Order 8, Section 11, Wage Order 9, Section 11, Wage Order 13, Section
24 11, Wage Order 14, Section 11. It failed to do so. Plaintiff, Class Members and Subclass
25 Members are entitled to civil penalties and owed wages as a consequence of this failure.

26 49. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
27 Subclass Members have suffered and continues to suffer substantial losses related to the use and
28 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
in seeking to compel Defendants to fully perform its obligation under state law, all to their

1 respective damage in amounts according to proof at trial and within the jurisdictional limitations
2 of this Court.

3 50. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
4 available pursuant to the Labor Code, Industrial Welfare Commission Wage Order 3-2001,
5 Section 11, Wage Order 7-2001, Section 11, Wage Order 8, Section 11, Wage Order 9, Section
6 11, Wage Order 13, Section 11, Wage Order 14, Section 11, and an award of reasonable
7 attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown
8 according to proof at trial.

9 **FOURTH CAUSE OF ACTION**

10 **(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Industrial Welfare**
11 **Commission Wage Order 3-2001, Section 12, Wage Order 7-2001, Section 12, Wage Order**
12 **8, Section 12, Wage Order 9, Section 12, Wage Order 13, Section 12, Wage Order 14,**
13 **Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

14 51. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
15 and below by reference as though set forth in full in this cause of action.

16 52. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
17 Members.

18 53. Defendants were required to authorize and permit employees to take uninterrupted rest
19 periods pursuant to Industrial Welfare Commission Wage Order 3-2001 Section 12(A), Industrial
20 Welfare Commission Wage Order 7-2001 Section 12(A), Industrial Welfare Commission Wage
21 Order 8-2001 Section 12(A), Industrial Welfare Commission Wage Order 9-2001 Section 12(A),
22 Industrial Welfare Commission Wage Order 13-2001 Section 12(A), Industrial Welfare
23 Commission Wage Order 14-2001 Section 12(A) and California Labor Code section 226.7. It
24 failed to do so by not allowing such uninterrupted rest periods. Plaintiff, Class Members and
25 Subclass Members are entitled to owed wages and civil penalties as a consequence of this failure.

26 54. Defendants were required to pay the employees one (1) hour of pay at their regular rate of
27 compensation for each workday that the legally compliant rest period is not provided, pursuant to
28 Industrial Welfare Commission Wage Order 3-2001 Section 12(B), Industrial Welfare
Commission Wage Order 7-2001 Section 12(B), Industrial Welfare Commission Wage Order 8-
2001 Section 12(B), Industrial Welfare Commission Wage Order 9-2001 Section 12(B),

1 Industrial Welfare Commission Wage Order 13-2001 Section 12(B), Industrial Welfare
2 Commission Wage Order 14-2001 Section 12(B). Defendants failed to do so by not allowing
3 such interrupted rest periods. Plaintiff are entitled to civil penalties as a consequence of this
4 failure.

5 55. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members, and
6 Subclass Members have suffered and continues to suffer substantial losses related to the use and
7 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
8 in seeking to compel Defendants to fully perform its obligation under state law, all to their
9 respective damage in amounts according to proof at trial and within the jurisdictional limitations
10 of this Court. The exact amount of the applicable penalties is an amount to be shown according
11 to proof at trial.

12 56. As a result of the violations alleged herein, Plaintiff, Class Members and Subclass
13 Members seek all civil penalties and owed wages available pursuant to the Labor Code and
14 Wage Order 3, Wage Order 7, Wage Order 8, Wage Order 9, Wage Order 13 and Wage Order 14
15 and an award of reasonable attorney's fees and costs.

16 **FIFTH CAUSE OF ACTION**

17 **(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by
18 Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

19 57. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
20 and below by reference as though set forth in full in this cause of action.

21 58. Pursuant to Labor Code section 203, an employer may not willfully fail to pay any wages
22 owed to an employee who is either discharged or quits.

23 59. Plaintiff bring this claim on behalf of themselves, Class Members and Subclass Members.

24 60. Defendants failed to pay Class Members and Subclass Members who are no longer
25 employed by Defendants compensation due upon termination as required by California Labor
26 Code section 201 and 202. As a result, Defendants are liable to former employee Class Members
27 and Subclass Members waiting time penalties provided under California Labor Code section
28 203, plus reasonable attorney's fees and costs of suit. At the time of Plaintiff' termination,

1 Plaintiff are owed wages for Defendants failure to compensate them for premium wages in
2 violation of Labor Code section 203.

3 61. Plaintiff, on behalf of themselves, Class Members and Subclass Members, also request
4 relief as described below.

5 62. The exact amount of the applicable damages is an amount to be shown according to proof
6 at trial.

7 **SIXTH CAUSE OF ACTION**

8 **(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class
and Subclass Against All Defendants and DOES 1-50)**

9 63. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
10 and below by reference as though set forth in full in this cause of action.

11 64. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass
12 Members.

13 65. The applicable Wage Order provides: “Every employer shall semimonthly or at the time
14 of each payment of wages furnish each employee, either as a detachable part of the check, draft,
15 or voucher paying the employee's wages, or separately, an itemized statement in writing
16 showing: (1) gross wages earned, (2) total hours worked by the employee, except as provided in
17 subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the
18 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
19 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
20 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
21 employee and only the last four digits of his or her social security number or an employee
22 identification number other than a social security number, (8) the name and address of the legal
23 entity that is the employer and, if the employer is a farm labor contractor, as defined in
24 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
25 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee and, beginning July
27 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of
28 pay and the total hours worked for each temporary services assignment.

1 66. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and
2 Subclass Members with timely and accurate wage and hour statements showing gross wages
3 earned, total hours worked, all deductions made, net wages earned, the name and address of the
4 legal entity employing them and name and address of legal entity that secured services of the
5 employer as a farm labor contractor, all applicable hourly rates in effect during each pay period,
6 and the corresponding number of hours worked at each hourly rate by them and Class Members
7 and Subclass Members and rate of pay and the total hours worked for each temporary services
8 assignment.

9 67. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and
10 intentional failure to provide them with accurate the wage and hour statements required by law,
11 which injury shall exceed the jurisdictional minimums of the superior court.

12 **SEVENTH CAUSE OF ACTION**

13 **(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)**
14 **By Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

15 68. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
16 and below by reference as though set forth in full in this cause of action.

17 69. Plaintiff bring this claim on behalf of themselves, Class Members and Subclass Members.

18 70. Business & Professions Code section 17200 states “As used in this chapter, unfair
19 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
20 and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
21 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions
22 Code.”

23 71. Through Defendants conduct during the applicable statutory period including, but not
24 limited to, the conduct alleged herein, including that alleged on information and belief, the
25 defendant has engaged in business practices in California by practicing, employing, and utilizing,
26 the employment practices outlined in the preceding paragraphs all in violation of California law
27 and the applicable Industrial Welfare Commission Wage Order. Defendants use of such practices
28 constitutes an unfair business practice, unfair competition, and provides as unfair advantage over
Defendants competitors doing business in the State of California that comply with their

obligations to properly provide employment conditions in compliance with the law and pay employees for all earned wages and compensation as required by law.

72. Defendants violations of the California Civil Code, Labor Code and the applicable Wage Order and their scheme to lower payroll costs as alleged herein constitute unlawful business practices because these actions were done in a systematic manner over a period of time to the detriment of Plaintiff, Class and Subclass. The acts complained of herein occurred within the last four (4) years preceding the filing of this complaint and include, but are not limited to, failure to (i) include the gross wages earned, total hours worked, net wages earned and applicable hourly rates into the employee paystubs to allow them to ascertain the hourly rate in which they could expect to be paid; (ii) provide proper rest breaks and meal breaks; (iii) maintain accurate records and provide and maintain accurate itemized wage statements reflecting the amount of hours worked and applicable hourly rates; (iv) pay wages upon termination (v) withholding minimum wages, overtime and double-time wages properly due to employees. Plaintiff is informed and believes and on that basis alleges that, at all times herein mentioned, Defendants engaged in the above-mentioned acts of unlawful, deceptive, and unfair business practices prohibited by California Business and Professions Code sections 17200 et seq., including those set forth in the preceding paragraph, thereby depriving Plaintiff, Class and Subclass of the minimum working condition standards and conditions due, including those under Labor Code and Wage Order.

73. As a result of Defendants unfair competition as alleged herein, Plaintiff, Class and Subclass have suffered injury in fact and lost money or property. Plaintiff, Class and Subclass have been deprived of the rights to accurate and itemized wage statements, wages and benefits due including those as alleged herein.

74. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class and Subclass are entitled to seek restitution of all wages and other monies owed on behalf of themselves and Aggrieved Employees belonging to them, including interest thereon, which Defendants wrongfully withheld from them and retained for itself by means of its unlawful and unfair business practices.

1 75. Plaintiff, Class and Subclass are entitled to an injunction and other declaratory and
2 equitable relief against such practices to prevent future damage for which there is no adequate
3 remedy at law, and to avoid a multiplicity of lawsuits.

4 76. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct
5 alleged herein is continuing and there is no indication that Defendants will not continue such
6 activity into the future. Plaintiff alleges that if Defendants are not enjoined from the conduct set
7 forth in this Complaint, they will continue to fail to pay the wage and compensation required to
8 be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

9 77. As a direct and proximate result of Defendants conduct, Defendants have received and
10 will continue to receive monies that rightfully belong to members of the general public who have
11 been adversely affected by Defendants conduct, as well as to Plaintiff by virtue of any unpaid
12 wages and other monies or penalties associated therewith.

13 78. Plaintiff, Class and Subclass are entitled and seeks any and all available remedies
14 including but not limited to restitution and recovery of reasonable attorney's fees and costs
15 pursuant to California Code of Civil Procedure section 1021.5, Business and Professions Code
16 section 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and
19 Subclass, prays for judgment against Defendants as follows:

- 20 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.
21 Section 382, on behalf of the proposed class;
- 22 B. Class notice to all Class Members and Subclass Members in California who worked
23 for Defendants from four years prior to the filing of the original Complaint through
24 the trial of this action;
- 25 C. Plaintiff be appointed as the representative of the Class and Subclass;
- 26 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 27 E. The Court declare Defendants policies and/or practices of failing to provide meal
28 periods violates California Labor Code section 226.7, and 512 and Industrial Welfare

Commission Wage Order 3-2001, Section 11, Wage Order 7-2001, Section 11, Wage Order 8, Section 11, Wage Order 9, Section 11, Wage Order 13, Section 11, Wage Order 14, Section 11 by failing to provide the Class Members, Subclass Members and Aggrieved Employees with meal periods of at least one-half hour in which they were relieved of all duties for every five hours of work;

- F. The Court declare Defendants policies and/or practices of failing to provide rest periods violates California Labor Code section 226.7 and Industrial Welfare Commission Wage Order 3-2001 Section 12(A), Industrial Welfare Commission Wage Order 7-2001 Section 12(A), Industrial Welfare Commission Wage Order 8-2001 Section 12(A), Industrial Welfare Commission Wage Order 9-2001 Section 12(A), Industrial Welfare Commission Wage Order 13-2001 Section 12(A), Industrial Welfare Commission Wage Order 14-2001 Section 12(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with rest periods of at least ten minutes in which they were relieved of all duties for every four hours of work or major fraction thereof;
- G. The Court declare Defendants policies and/or practices of failing to furnish accurate wage statement to Class Members, Subclass Members and Aggrieved employees violates Labor Code section 226;
- H. The Court declare Defendants policies and/or practices of failing to keep accurate payroll records of daily hours worked for Plaintiff, Subclass Members and Class Members violates Labor Code section 1174 and 1174.5; and
- I. The Court declare that, as to former employee Class Members and Subclass Members, Defendants have violated California Labor Code section 201-203 for willful failure to pay compensation at the time of termination of employment, resulting in unpaid waiting time penalties.

1 **First Cause of Action:**

2 1. For an award of damages to Plaintiff and the Class Members and Subclass Members
3 pursuant to Labor Code section 1194.

4 2. The exact amount of the applicable damages is an amount to be shown according to proof at
5 trial and within the jurisdictional limits of the Court.

6 3. An award to Class and Subclass Representative Plaintiff, and the Class Members and
7 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
8 Procedure Code section 1021.5, California Labor Code section 1194 and/or other applicable law.
9

10 **Second Cause of Action:**

11 4. For an award of damages to Plaintiff and the Class Members and Subclass Members
12 pursuant to Labor Code sections 510 and 1194.

13 5. The exact amount of the applicable damages is an amount to be shown according to proof at
14 trial and within the jurisdictional limits of the Court.

15 6. An award to Class and Subclass Representative Plaintiff, and the Class Members and
16 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
17 Procedure Code section 1021.5, California Labor Code section 510 and 1194 and/or other
18 applicable law.
19

20 **Third Cause of Action:**

21 7. For an award of damages to Plaintiff and the Class Members and Subclass Members
22 pursuant to Labor Code section 226.7 (c).

23 8. The exact amount of the applicable damages is an amount to be shown according to proof at
24 trial and within the jurisdictional limits of the Court.

25 9. An award to Class and Subclass Representative Plaintiff, and the Class Members and
26 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
27 Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.
28

1 **Fourth Cause of Action:**

2 10. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to
3 Labor Code section 226.7 (c).

4 11. The exact amount of the applicable damages is an amount to be shown according to proof at
5 trial and within the jurisdictional limits of the Court.

6 12. An award to Class Representative Plaintiff, and the Class Members and Subclass Members
7 of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section
8 1021.5, California 226, 226.7 and/or other applicable law.

9
10 **Fifth Cause of Action:**

11 13. For an award for the Plaintiff, Class Members and Subclass Members for owed wages and
12 penalties, plus interest pursuant to Labor Code section 203.

13 14. The exact amount of the applicable damages is an amount to be shown according to proof at
14 trial and within the jurisdictional limits of the Court.

15 15. For attorney's fees and costs to the extent permitted by Labor Code section 218.5 and
16 California Code of Civil Procedure 1021.5.

17
18 **Sixth Cause of Action:**

19 16. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant
20 to Labor Code section 226.

21 17. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the
22 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
23 each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the
24 applicable damages is an amount to be shown according to proof at trial and within the
25 jurisdictional limits of the Court.

26 18. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).

27
28 **Seventh Cause of Action:**

1 19. For a temporary restraining order, a preliminary injunction, and a permanent injunction
2 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
3 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
4 business practices described in Paragraphs 68 through 78 above;
5 20. For restitution, lost wages and penalties therewith;
6 21. For pre-judgment and post-judgment interest to the extent permitted by law;
7 22. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
8 of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code
9 sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and
10 23. For such other relief as the Court deems just and proper.

11
12 **As to All Causes of Action:**

13 24. For reasonable attorneys' fees and costs incurred
14 25. Interest accrued to date under the California Labor Code, including under Sections 226.7;
15 26. For such other and further relief as this Court may deem just and proper.

16
17 Dated: December 23, 2019

Jackson Law, APC

18
19
20 By: Armond M. Jackson
21 Armond M. Jackson
22 Attorneys for Plaintiff Maria Velez

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff Maria Velez demands a jury trial in the above captioned matter.
25
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28

1 Dated: December 23, 2019

Jackson Law, APC

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3
4 By: Armond M. Jackson
5 Armond M. Jackson
6 Attorneys for Plaintiff Maria Velez
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