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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,	) Case No.: 30-2019-01120177-CU-OE-CXC
	) Assigned for all Purposes to Honorable: Judge
	) William Claster
	) Dept. CX 104
Plaintiff,	)
vs.	) PLAINTIFF'S REQUEST FOR
	) JUDICIAL NOTICE IN SUPPORT OF
LEGACY FARMS, LLC., a California	) MOTION FOR ORDER APPROVING
corporation, LEGACY FARMS OF	) SETTLEMENT UNDER CALIFORNIA
CALIFORNIA, LLC, a California corporation,	) LABOR CODE SECTION 2699 ET SEQ.
LEGACY FARMS EMPLOYMENT	) Hearing Date: February 4, 2022
SERVICES COMPANY, INC., a California	) Hearing Time: 9:00 a.m.
corporation, and PRIORITY WORKFORCE,	) Department: CX104
INC, a California corporation and DOES 1-50,	)
inclusive,	) Case filed: December 23, 2019
	) Trial date: TBD
Defendants.	)
	) Reservation ID: 73676985
	)

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to California Evidence Code 452(d), Plaintiff hereby requests this Court to take judicial notice of the following exhibit attached to this request and referenced in the Declaration of Armond M. Jackson:

Exh.	Description
1	Plaintiff's Operative Complaint filed on February 9, 2021 in Orange County Superior Court

The Court may take judicial notice of Exhibit 1 because they are records of this Court as required by California Evidence Code 452(d).

Respectfully submitted,
Dated: January 10, 2022

Jackson APC,
A Professional Corporation

By:
/s/ Armond M. Jackson
Armond M. Jackson
Attorneys for Plaintiff Maria Velez

EXHIBIT A

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Attorneys for Plaintiff Maria Velez

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

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

Plaintiff,

vs.

LEGACY FARMS, LLC., a Delaware LLC,
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: Hon. William
Claster

**THIRD AMENDED
COMPLAINT FOR:**

**1. VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL LAB. CODE §§ 2698, 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”),
3 Legacy Farms Employment Services Company, Inc. (“Legacy Employment”) and
4 Priorityworkforce, Inc. (“Priority”) (collectively referred to throughout herein as
5 “Defendants”):

6 **GENERAL ALLEGATIONS**

7 **Parties and Venue.**

8 1. Plaintiff Ms. Velez is, and at all relevant times was, a citizen and resident of the city of
9 Orange, in the County of Orange in the State of California.

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

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

18 4. Plaintiff is informed and believes and on that basis alleges that at all relevant times
19 Defendant Legacy Farms Employment Services Company, Inc. (“Legacy Employment”) is a
20 California corporation doing business in the State of California with a principal place of business
21 located at 6625 Caballero Blvd, Buena Park, California 90620.

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

26 6. In light of the facts that the wrongful acts of this defendant occurred and the causes
27 against them arose in Orange County, State of California, jurisdiction and venue is proper in
28 Orange County Superior Court. Aggrieved employees shall be defined as those workers paid on

1 an hourly basis whom worked at Legacy, Legacy Farms, Legacy Employment and those
2 deployed to work by Priority at Legacy, Legacy Farms, Legacy Employment.

3 **Doe Allegations.**

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

9 **Vicarious Liability.**

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

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

17 9. Ms. Velez worked as a non-exempt employee at Defendants. Legacy Farms, Legacy
18 Employment, and Legacy are produce distributors and Priority is a staffing agency. Priority
19 staffed workers to be employed by Legacy, Legacy Employment and Legacy Farms which
20 employed Plaintiff and Aggrieved Employees,

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

22 **Minimum Wage and Overtime Wages**

23 10. Each day, Defendants required Ms. Velez to complete an extensive hand washing
24 before clocking-in at the beginning of her shift and when returning from meal breaks. These
25 tasks to engage in extensive hand washing off-the-clock amounted to approximately 5 minutes
26 each time amounting to approximately 10 minutes per working day. Defendants would not
27 compensate the Plaintiff for the time they were required by the employer to wash her hands
28

1 before clocking-in causing off-the-clock work entitling Plaintiff to omnium wages and overtime
2 wages.

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

9 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

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

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

1 take shortened meal breaks due to having to wash hands off-the-clock and pressured to report
2 back to work after washing her hands.

3 **Defendants Provided Inaccurate Wage Statements**

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

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

26 **Defendants Failed to Pay Wages Upon Termination to Aggrieved Employees**

27 16. During Plaintiff's employment, Defendants had a policy where it did not pay its
28 employees for off-the-clock work whom were required to perform work duties off-the-clock such

1 as washing hands as described above. These monies were supposed to be paid out to Plaintiff and
2 the other employees as wages either at the time the wages were earned or upon termination.

3 **FIRST CAUSE OF ACTION**

4 **(For Violation of the Labor Code Private Attorneys General Act)**

5 **(Labor Code §§ 2698, et seq. By Plaintiff Against All Defendants and DOES 1-50)**

6 17. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
7 above and below by reference as though set forth in full in this cause of action.

8 18. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for
9 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
10 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for
11 violation of the code may, as an alternative, be recovered through a civil action brought by an
12 aggrieved employee on behalf of herself and other current or former employees pursuant to the
13 procedures specified in Labor Code § 2699.3.

14 19. For all provisions of the Labor Code except those for which a civil penalty is specifically
15 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars
16 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
17 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in
18 which Defendants violated these provisions of the Labor Code.

19 20. Defendants’ conduct violates numerous Labor Code sections including, but not limited to
20 the following:

21 (a) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Order 3, Section 11, Wage
22 Order 7, Section 11, Wage Order 8, Section 11, Wage Order 9, Section 1 Wage Order 13,
23 Section 11, Wage Order 14, Section 11 for Defendants failure to provide Plaintiff and
24 other aggrieved employees all required meal periods, and Defendants’ failure to provide
25 Plaintiff and other aggrieved employees with one hour of pay of Plaintiff’s and other
26 aggrieved employees’ regular rate of compensation for each meal period that was not
27 provided, as herein alleged;

28 (b) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Order 3, Section 12, Wage
Order 7, Section 12, Wage Order 8, Section 12, Wage Order 9, Section 12, Wage Order

1 13, Section 12, Wage Order 14, Section 12 for Defendants failure to provide Plaintiff and
2 other aggrieved employees all required rest periods, and Defendants' failure to provide
3 Plaintiff and other aggrieved employees with one hour of pay of Plaintiff's and other
4 aggrieved employees' regular rate of compensation for each rest period that was not
5 provided, as herein alleged; and

6 (c) Violation of Labor Code §§ 226, 226.3, 1198 and Wage Order 3, Section 7, Wage
7 Order 7, Section 7, Wage Order 8, Section 7, Wage Order 9, Section 7, Wage Order 13,
8 Section 7, Wage Order 14, Section 7 for failure to maintain records and provide accurate
9 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged.

10 (d) Violation of Labor Code § 203 for failure to pay all wages upon termination to
11 Plaintiff and other aggrieved employees as herein alleged.

12 (e) Violation of Labor Code §§ 510, 1194, 1198 and Wage Order 3, Section 3, Wage
13 Order 7, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3, Wage Order 13,
14 Section 3, Wage Order 14, Section 3 for failure to pay minimum wages to Plaintiffs and
15 other aggrieved employees as herein alleged.

16 (f) Violation of Labor Code §§ 510, 1194, 1198 and Wage Order 3, Section 3, Wage
17 Order 7, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3, Wage Order 13,
18 Section 3, Wage Order 14, Section 3 for failure to pay overtime wages to Plaintiffs and
19 other aggrieved employees as herein alleged.

20 21. Further, Labor Code § 558(a) provides "any employer or other person acting on behalf of
21 an employer who violates, or causes to be violated, a section of this chapter or any provisions
22 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
23 follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay
24 period for which the employee was underpaid in addition to an amount sufficient to recover
25 underpaid wages, (2) For each subsequent violation, one hundred dollars (\$100) for each
26 underpaid employee for each pay period for which the employee was underpaid in addition to an
27 amount sufficient to recover unpaid wages. (3) Wages recovered pursuant to this section shall be
28

1 paid to the affected employee.” Labor Code § 558(c) provides “the civil penalties provided for in
2 this section are in addition to any other civil or criminal penalty provided by law.”

3 22. Plaintiff is an “aggrieved employee” because he was employed by the alleged violator
4 and had or ore more of the alleged violations committed against her, and therefore is properly
5 suited to represent the interests of all other aggrieved employees.

6 23. On March 13, 2020, Plaintiff sent Defendants by certified mail notice of the facts and
7 theories of its Labor Code violations. Plaintiff submitted this notice to the Labor Workforce
8 Development Agency via online along with a payment of \$75.00. Plaintiff’s statute of limitations
9 to file a Private Attorney General Act claim was tolled pending the 65 calendar day exhaustion
10 period. (See Cal. Lab. Code § 2699.3(d). Plaintiff has therefore exhausted the procedural
11 requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim
12 for penalties on behalf of herself and all other aggrieved employees under PAGA.

13 24. Labor Code §§ 2698, et seq. imposes upon Defendants, a penalty of one hundred dollars
14 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
15 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in
16 which Defendants violated the Labor Code.

17 25. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff on behalf of all other
18 aggrieved employees is entitled to recover civil penalties against Defendants for violations of the
19 Labor Code sections cited above.

20 26. The California Supreme Court has held that a representative action does not need to meet
21 the class certification requirements because it is strictly a state enforcement action. *Arias v.*
22 *Superior Court*, 46 Cal.4th 969, 970-75 (2009).

23 27. Defendants’ conduct as alleged herein, has been sand continues to be unfair, unlawful
24 and harmful to Plaintiff and the general public. Plaintiff seeks to enforce important rights
25 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

26
27 **PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiff prays individually and on behalf of the proposed Aggrieved
2 Employees, prays for judgment against Defendants as follows:

3
4 **First Cause of Action:**

- 5 1. For civil penalties against Defendants on behalf of all aggrieved employees pursuant to Labor
6 Code §§ 2698, et seq.;
- 7 2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including
8 pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, et seq.; and
- 9 3. For such relief as the Court deems just and proper.

10
11 **As to All Causes of Action:**

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

15
16 Dated: December 18, 2020

Jackson Law, APC

17
18
19 By: Armond Jackson
20 Armond M. Jackson
21 Attorneys for Plaintiff Maria Velez

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff Maria Velez demands a jury trial in the above captioned matter.

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28 Dated: December 18, 2020

Jackson Law, APC

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By: Armond Jackson
Armond M. Jackson
Attorneys for Plaintiff Maria Velez

PROOF OF SERVICE
STATE OF CALIFORNIA
COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 Venture Plaza Ste.240 Irvine, California 92618.

On February 16, 2021 referring to the foregoing document described as:

THIRD AMENDED COMPLAINT

Was served on the interested parties in this action:

Locke Lord, LLP Nina Huerta nhuerta@lockelord.com Jordon R. Ferguson jordon.ferguson@lockelord.com 300 South Grand Avenue. Suite 2600 Los Angeles, California 90071 Phone (213) 485-1500	Attorneys for Defendants Legacy Farms of California, LLC and Legacy Farms Employment Services, Company, Inc
Alston and Bird, LLP Jesse M. Jauregui Jesse.Jauregui@alston.com Kelsey K. Wong Kelsey.Wong@alston.com 333 South Hope Street, 16th Floor Los Angeles, California 90071 Phone (213) 576-1000 Fax: (213) 576-1100	Attorneys for Defendant Legacy Farms, LLC, a California corporation
Clark Hill, LLP Rafael Nendel-Flores rnendelflores.com@clarkhill.com Guillermo Tello, gtello@clarkhill.com Paymon Mondegari, pmondegari@clarkhill.com 1055 West Seventh Street, Suite 2400 Los Angeles, California 90017 Phone (213) 891-9100 Fax: (213) 488-1178	Attorneys for Defendant Priority Workforce, Inc.

(XX) [BY EMAIL OR ELECTRONIC TRANSMISSION] –I caused all of the pages of the above-entitled document created as a portable document file format and attached to

a properly addressed electronic mail message to be sent to the interested parties in this action on the date specified below. The email address I used is noted above.

Executed on February 16, 2021 at Irvine, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<u>02/16/2021</u>	<u>Armond M.Jackson</u>	<u><i>Armond m Jackson</i></u>
DATE	(TYPE OR PRINT NAME)	(SIGNATURE OF DECLARANT)