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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

ABELARDO SAUCEDO, FELIPE ACEVEDO  
MENDOZA, and JOSE VILLA MENDOZA,  
as individuals and on behalf of all other similarly  
situated persons, and

ELIAS SAUCEDO, ROSALVA ROJAS,  
JAVIER SAUCEDO, MARIA SAUCEDO,  
SANDRA SAUCEDO, J. GUADALUPE  
SANDOVAL & CLEOTILDE FARIAS,  
as individuals,

Plaintiffs,

vs.

NW MANAGEMENT AND REALTY  
SERVICES, INC., JOHN HANCOCK LIFE &  
HEALTH INSURANCE, CO., TEXAS  
MUNICIPAL PLANS CONSORTIUM, LLC,  
and FARMLAND MANAGEMENT SERVICES,

Defendants.

CLASS ACTION

**JURY DEMANDED**

No. CV-12-478-TOR

COMPLAINT FOR  
DAMAGES

**PRELIMINARY STATEMENT**

1. This is a farm worker employment rights action with two components:

(1) a class action for statutory damages for violations of the Migrant and Seasonal

1 Agricultural Worker Protection Act (AWPA), 29 U.S.C. §§ 1801-1872, and the  
2 Farm Labor Contractors Act (FLCA), chapter 19.30 RCW; and (2) individual  
3 damage actions under AWPA, FLCA, and Washington's Little-Norris LaGuardia  
4 Act, RCW 49.32.020, which protects workers from retaliation when they seek to  
5 improve their working conditions.  
6

7 **JURISDICTION AND VENUE**

8 2. This Court has jurisdiction over this action pursuant to  
9 28 U.S.C. § 1331 (Federal Questions).

10 3. This Court has jurisdiction over this action pursuant to  
11 29 U.S.C. § 1854 (AWPA).

12 4. This Court has jurisdiction over this action pursuant to  
13 28 U.S.C. § 1367 (Supplemental Jurisdiction).

14 5. The proper venue for this action is in the Eastern District of  
15 Washington pursuant to 28 U.S.C. § 1391.  
16

17 **PARTIES**

18 *Plaintiffs*

19 6. At all times relevant to this complaint, the Plaintiffs were seasonal  
20 agricultural workers within the meaning of 29 U.S.C. § 1802(10)(A).  
21  
22  
23

1           7.     Plaintiff Abelardo Saucedo worked at the orchards known as  
2 Alexander I, Alexander II and Independence in 2009, 2010 and 2011.

3           8.     Plaintiff Felipe Acevedo Mendoza worked at the orchards known as  
4 Alexander I, Alexander II and Independence in 2009, 2010 and 2011.  
5

6           9.     Plaintiff Jose Villa Mendoza worked at the orchards known as  
7 Alexander I, Alexander II and Independence in 2009, 2010 and 2011.

8           10.    Plaintiff Elias Saucedo worked at the orchards known as Alexander I,  
9 Alexander II and Independence in 2009, 2010 and 2011.  
10

11          11.    Plaintiff Rosalva Rojas worked at the orchards known as Alexander I,  
12 Alexander II and Independence in 2009, 2010 and 2011.

13          12.    Plaintiff Javier Saucedo worked at the orchards known as Alexander I,  
14 Alexander II and Independence in 2009 and 2011  
15

16          13.    Plaintiff Maria Saucedo worked at the orchards known as Alexander I,  
17 Alexander II and Independence in 2009, 2010 and 2011.

18          14.    Plaintiff Sandra Saucedo worked at the orchards known as Alexander  
19 I, Alexander II and Independence in 2009, 2010 and 2011.

20          15.    Plaintiff J. Guadalupe Sandoval worked at the orchards known as  
21 Alexander I, Alexander II and Independence in 2010 and 2011.  
22  
23

1           16. Plaintiff Cleotilde Farias worked at the orchards known as Alexander  
2 I, Alexander II and Independence in 2010 and 2011.

3 *Defendants*

4           17. Defendant NW Management and Realty Services, Inc. (“NWMS”) is  
5 a Washington corporation with its principal place of business in Pasco,  
6 Washington.

7           18. Defendant NWMS is a farm labor contractor as defined by  
8 RCW 19.30.010(2).

9           19. Defendant NWMS acted as a farm labor contractor without having a  
10 Washington state farm labor contractor license issued by the Department of Labor  
11 and Industries in 2009, 2010 and 2011.

12           20. Defendant NWMS is an agricultural employer as defined by  
13 29 U.S.C. § 1802(2).

14           21. Defendant NWMS is the principal for its agent, Ramiro Morfin, who  
15 was employed as a manager for NWMS at the orchards known as Alexander I,  
16 Alexander II and Independence in 2009, 2010 and 2011.

17           22. Defendant NWMS is the principal for its agent, Juan Morfin, who was  
18 employed as a supervisor for NWMS at the orchards known as Alexander I,  
19 Alexander II and Independence in 2009, 2010 and 2011.

1           23. Defendant John Hancock Life & Health Insurance, Co., a  
2 Massachusetts corporation, is the owner of the real property known as Alexander I  
3 and II in Yakima County, Washington.

4           24. Defendant Texas Municipal Plans Consortium, LLC, a Delaware  
5 limited liability company, is the owner of the real property known as Independence  
6 in Yakima County, Washington.

7           25. Defendant Farmland Management Services (“Farmland”) leased the  
8 real property known as Independence from the Texas Municipal Plans Consortium.  
9

10           26. Defendant Farmland entered into an agreement with NWMS to  
11 provide management and other services with respect to the Independence property.  
12

13           27. On information and belief, Defendants Farmland and NWMS may  
14 have entered into similar management agreements to those alleged in the preceding  
15 paragraph related to the real property known as Alexander I and II.

16           28. Defendants John Hancock Life & Health Insurance, Co., Texas  
17 Municipal Plans Consortium, LLC (referred to jointly as “John Hancock  
18 Defendants”), and Farmland knowingly used the services of NWMS in 2009, 2010  
19 and 2011.

20  
21 ///

22 ///

**CLASS ACTION ALLEGATIONS**

1  
2 29. Plaintiffs Abelardo Saucedo, Felipe Acevedo Mendoza and  
3 Jose Villa Mendoza (“Representative Plaintiffs”) bring this action on their own  
4 behalf and on behalf of the class of persons similarly situated, pursuant to Federal  
5 Rules of Civil Procedure 23(a) and (b)(3), consisting of all farm workers who  
6 worked for NWMS in the orchards known as Alexander I, Alexander II and  
7 Independence in 2009, 2010 & 2011.  
8

9 30. The class is so numerous that joinder of all members is impracticable.  
10 The exact size of the class is not known; however on information and belief the  
11 class consists of over 100 persons.  
12

13 31. Representative Plaintiffs are represented by experienced counsel who  
14 will vigorously prosecute the litigation on behalf of the class.  
15

16 32. Questions of law and fact common to the members of the class  
17 predominate over any questions affecting only individual members, and a class  
18 action is superior to other available methods for the fair and efficient adjudication  
19 of the controversy because:

20 a. Members of the class do not have an overriding interest in  
21 individually controlling the prosecution of separate actions:  
22  
23

1           b.     No litigation concerning this controversy has been commenced  
2 by any member of the class;

3           c.     Concentration of the litigation in this forum is desirable in order  
4 to have all claims resolved in one case; and

5           d.     A class action can be managed without undue difficulty because  
6 the issues presented are common to the class, Defendants are required to maintain  
7 detailed records concerning each member of the class, and Plaintiffs' counsel have  
8 experience prosecuting cases of this nature.  
9

10           33.    Common questions of law and fact include:

11           a.     Whether NWMS made or caused to be made false, fraudulent,  
12 or misleading representations concerning the terms, conditions or existence of  
13 employment including the wage rates to be paid and the method of computing the  
14 rate of compensation in violation of 29 U.S.C. § 1831(e) and RCW 19.30.120(2);  
15

16           b.     Whether NWMS failed to carry a current farm labor  
17 contractor's license at all times in violation of RCW 19.30.110(1);  
18

19           c.     Whether NWMS failed to furnish to each worker a written  
20 statement on the form prescribed by the Department of Labor and Industries  
21 describing the compensation to be paid and other terms and conditions of  
22 employment in violation of RCW 19.30.110(7);  
23

1 d. Whether NWMS did any act or caused any act to be done which  
2 constitutes a crime involving moral turpitude in violation of RCW 19.30.120(4).

3 34. The claims of Representative Plaintiffs are typical of the claims of the  
4 Plaintiff class they seek to represent, and they will fairly and adequately protect the  
5 interests of the class.  
6

7 **STATEMENT OF FACTS**

8 **Class Claims**

9 35. Defendant NWMS engaged in employing and hiring agricultural  
10 employees at the orchards of the John Hancock Defendants which are known as  
11 Alexander I, Alexander II and Independence in 2009, 2010 and 2011.  
12

13 36. Defendant NWMS performed farm labor contracting activities for the  
14 John Hancock Defendants and/or Farmland for a fee in 2009, 2010 and 2011.  
15

16 37. Defendant NWMS failed to obtain a license to act as a farm labor  
17 contractor in 2009, 2010 and 2011.

18 38. Defendant NWMS acted as a farm labor contractor without having a  
19 Washington state farm labor contractor license issued by the Department of Labor  
20 and Industries in 2009, 2010 and 2011.  
21  
22  
23



1           39. John Hancock Defendants and Farmland knowingly used the services  
2 of Defendant NWMS, an unlicensed farm labor contractor, in 2009, 2010 and 2011  
3 by failing to investigate whether Defendant NWMS was properly licensed.  
4

5           40. Defendant NWMS failed to provide all class members a written  
6 statement on the form prescribed by the Department of Labor and Industries  
7 describing the terms and conditions of employment, including the compensation to  
8 be paid in 2009, 2010 and 2011.

9           41. Defendant NWMS failed to provide accurate information about the  
10 compensation to be paid and the method of computing the rate of compensation to  
11 workers at the orchards known as Alexander I, Alexander II and Independence in  
12 2009, 2010 and 2011.  
13

14           42. Defendant NWMS's agent and supervisor, Juan Morfin, routinely  
15 carried a gun within the scope of his employment at the orchards known as  
16 Alexander I, Alexander II and Independence in 2009, 2010 and 2011.  
17

18           43. Defendant NWMS's agent and supervisor, Juan Morfin, routinely  
19 intimidated workers from asserting their rights, including to be paid for work  
20 performed, by carrying, displaying and shooting his gun at the orchards known as  
21 Alexander I, Alexander II and Independence in 2009, 2010 and 2011.  
22  
23

1 **Individual Claims**

2 44. Plaintiff Abelardo Saucedo was hired by NWMS in 2006 to work at  
3 the orchards of the John Hancock Defendants.

4  
5 45. Plaintiff Abelardo Saucedo was engaged in agricultural activities in  
6 the orchards each year through the end of apple harvest with approximately one  
7 month off each year until the fall of 2011.

8 46. Plaintiff Abelardo Saucedo would contact Ramiro Morfin, the  
9 manager for NWMS, who would tell the workers when it was time to return to  
10 work.

11  
12 47. Prior to the fall of 2011, NWMS never required Plaintiff Abelardo  
13 Saucedo to provide his phone number during apple harvest in order to be called  
14 back to work after each successive apple variety was harvested.

15 48. Plaintiff Felipe Acevedo Mendoza was hired by NWMS in  
16 approximately 2000 to work at the orchards of the John Hancock Defendants.

17  
18 49. Plaintiff Felipe Acevedo was engaged in agricultural activities in the  
19 orchards each year through the end of apple harvest with approximately two  
20 months off each year until the fall of 2011.

21 50. Plaintiff Felipe Acevedo would contact Ramiro Morfin to find out  
22 when work was going to start each year.  
23

1           51. Prior to the fall of 2011, NWMS never required Plaintiff Felipe  
2 Acevedo to provide his phone number during apple harvest in order to be called  
3 back to work after each successive apple variety was harvested.  
4

5           52. Plaintiff Jose Villa Mendoza was hired by NWMS in approximately  
6 1998 to work at the orchards of the John Hancock Defendants.

7           53. Plaintiff Jose Villa was engaged in agricultural activities in the  
8 orchards each year through the end of apple harvest with approximately two  
9 months off each year until the fall of 2011.  
10

11           54. Plaintiff Jose Villa would contact Ramiro Morfin to find out when  
12 work was going to start each year.

13           55. Prior to the fall of 2011, NWMS never required Plaintiff Jose Villa to  
14 provide his phone number during apple harvest in order to be called back to work  
15 after each successive apple variety was harvested.  
16

17           56. Plaintiff Maria Saucedo was hired by NWMS in 2008 to work at the  
18 orchards of the John Hancock Defendants.

19           57. Plaintiff Maria Saucedo was engaged in agricultural activities in the  
20 orchards each year through the end of apple harvest.  
21  
22  
23

1 58. Prior to the fall of 2011, NWMS never required Plaintiff Maria  
2 Saucedo to provide her phone number during apple harvest in order to be called  
3 back to work after each successive apple variety was harvested.  
4

5 59. Plaintiff Elias Saucedo was hired by NWMS in approximately 2009 to  
6 work at the orchards of the John Hancock Defendants.

7 60. Plaintiff Elias Saucedo was engaged in agricultural activities in the  
8 orchards each year through the end of apple harvest with approximately one or two  
9 months off each year at the end of the harvest until the fall of 2011.  
10

11 61. Plaintiff Elias Saucedo would contact Ramiro Morfin to find out when  
12 work was going to start each year for himself and his wife, Rosalva Rojas.

13 62. Prior to the fall of 2011, NWMS never required Plaintiff Elias  
14 Saucedo to provide his phone number during apple harvest in order to be called  
15 back to work after each successive apple variety was harvested.  
16

17 63. Plaintiff Rosalva Rojas was hired by NWMS in approximately 2009  
18 to work at the orchards of the John Hancock Defendants.

19 64. Plaintiff Rosalva Rojas was engaged in agricultural activities in the  
20 orchards each year through the end of apple harvest.  
21  
22  
23

1           65. Plaintiff Rosalva Rojas's husband, Elias Saucedo, would tell her when  
2 work was going to start each year based on recruitment information Mr. Saucedo  
3 obtained from Ramiro Morfin.

4           66. Prior to the fall of 2011, NWMS never required Plaintiff Rosalva  
5 Rojas to provide her phone number during apple harvest in order to be called back  
6 to work after each successive apple variety was harvested

7           67. Plaintiff Sandra Saucedo was hired by NWMS in 2009 to work at the  
8 orchards of the John Hancock Defendants.

9           68. Plaintiff Sandra Saucedo was engaged in agricultural activities in the  
10 orchards and worked through the end of apple harvest in 2009.

11           69. Plaintiff Sandra Saucedo would find out when work was going to  
12 begin from other family members who contacted Ramiro Morfin.

13           70. Plaintiff Sandra Saucedo also worked for NWMS at the orchards of  
14 the John Hancock Defendants from February 2010 through June 2010 performing  
15 similar work.

16           71. Plaintiff Sandra Saucedo returned to work at NWMS at the orchards  
17 of the John Hancock Defendants from June 2011 through September 2011  
18 performing similar work.

1 72. Prior to the fall of 2011, NWMS never required Plaintiff Sandra  
2 Saucedo to provide her phone number in order to be called back to work.

3 73. Plaintiff Javier Saucedo was hired by Ramiro Morfin in February or  
4 March 2009 to work at the orchards of the John Hancock Defendants.  
5

6 74. Plaintiff Javier Saucedo worked through August 2009, when he left  
7 his employment to attend high school.

8 75. In approximately March 2011, Ramiro Morfin again hired Plaintiff  
9 Javier Saucedo to work at the orchards of the John Hancock Defendants.  
10

11 76. Prior to the fall of 2011, NWMS never required Plaintiff Javier  
12 Saucedo to provide his phone number in order to be called back to work.

13 77. Plaintiff J. Guadalupe Sandoval was hired by NWMS in  
14 approximately 2010 to work at the orchards of the John Hancock Defendants.  
15

16 78. Plaintiff J. Guadalupe Sandoval was engaged in agricultural activities  
17 in the orchards through the end of apple harvest in 2010, and again in 2011 until  
18 NWMS laid him off in the fall of 2011.

19 79. Plaintiff J. Guadalupe Sandoval would contact Ramiro Morfin to find  
20 out when work was going to start each year for himself and his wife, Cleotilde  
21 Farias.  
22  
23

1 80. Prior to the fall of 2011, NWMS never required Plaintiff J. Guadalupe  
2 Sandoval to provide his phone number during apple harvest in order to be called  
3 back to work after each successive apple variety was harvested.  
4

5 81. Plaintiff Cleotilde Farias was hired by NWMS in approximately 2010  
6 to work at the orchards of the John Hancock Defendants.

7 82. Plaintiff Cleotilde Farias was engaged in agricultural activities in the  
8 orchards through the end of apple harvest in 2010 and again in 2011 until NWMS  
9 laid her off in the fall of 2011.  
10

11 83. Plaintiff Cleotilde Farias's husband, J. Guadalupe Sandoval, would  
12 tell her when work was going to start each year based on recruitment information  
13 Mr. Sandoval obtained from Ramiro Morfin.

14 84. Prior to the fall of 2011, NWMS never required Plaintiff Cleotilde  
15 Farias to provide her phone number during apple harvest in order to be called back  
16 to work after each successive apple variety was harvested.  
17

18 **Individual Claims – Interference with Concerted Activity**

19 85. In 2009, Plaintiff Abelardo Saucedo requested that Plaintiff Sandra  
20 Saucedo call the police because Juan Morfin was threatening workers with his gun  
21 and shooting it into the air.  
22  
23

1 86. Ms. Saucedo called the police to report the incident described in the  
2 preceding paragraph.

3 87. On August 4, 2011, Plaintiffs Abelardo Saucedo, Sandra Saucedo, and  
4 Maria Saucedo heard shots being fired at the Alexander II orchard.  
5

6 88. Plaintiffs Abelardo Saucedo, Sandra Saucedo and Maria Saucedo  
7 discussed calling the police to protect themselves and other workers from Juan  
8 Morfin.

9 89. Based on the discussion, Plaintiff Sandra Saucedo called the police.  
10

11 90. On August 4, 2011, the police came to the orchard and interviewed  
12 Juan Morfin about gun shots at the orchard.

13 91. Later in August 2011, a worker contacted the Employment Security  
14 Department of Washington State (“ESD”) in Sunnyside to report gun use and the  
15 need to protect the workers at the John Hancock Defendants’ orchards.  
16

17 92. In September 2011, Mary Toepfer, an employee of NWMS,  
18 conducted interviews of the workers as part of an internal investigation of  
19 complaints regarding gun shots at the orchards on August 4, 2011.

20 93. Ms. Toepfer was accompanied by Diana Morfin, who acted as a  
21 translator for her.  
22  
23



1 94. At the time of the interviews, Diana Morfin was married to Ramiro  
2 Morfin.

3 95. Ms. Toepfer and Mrs. Morfin had workers at the Alexander orchard  
4 sign a form to confirm they did not see or hear anything at the orchard on August  
5 4<sup>th</sup>.

6  
7 96. Most workers signed the form because they were intimidated by the  
8 presence of Mrs. Morfin and feared losing their job if they told the truth.

9  
10 97. On September 12, 2011, based on a referral from ESD in Sunnyside  
11 that the foreman routinely fired a gun at work, the Department of Labor and  
12 Industries conducted an investigation of working conditions at the John Hancock  
13 Defendants' orchards.

14 98. Ramiro Morfin accompanied the L&I inspector around the orchards.

15  
16 99. The workers were afraid to complain about the abusive and  
17 intimidating behavior of Juan Morfin due to the presence of his brother, Ramiro  
18 Morfin.

19 100. On or about September 15, 2011, Scott Anderson, the President of  
20 NWMS, instructed Diana Morfin to change the employment practices at the John  
21 Hancock Defendants' orchards and require workers to provide their phone  
22 numbers and wait for a call back to work.  
23

1 101. NWMS did not have a prior practice of collecting worker phone  
2 numbers to call workers back to work.

3 102. On or about September 15, 2011, Diana Morfin told the individually  
4 named Plaintiffs that there was no more work for them at the John Hancock  
5 Defendants' orchards.  
6

7 103. NWMS did not call any of the individually named Plaintiffs back to  
8 work to finish the 2011 harvest.

9 104. Individual Plaintiffs were laid off and subsequently not called back to  
10 work because NWMS blamed their group for trying to get Juan Morfin to stop  
11 shooting his gun at the workplace.  
12

13 105. As a result of Defendants' actions alleged herein, individually named  
14 Plaintiffs have suffered economic damages.  
15

16 **FIRST CLAIM FOR RELIEF**

17 VIOLATIONS OF THE AGRICULTURAL WORKER PROTECTION ACT  
18 29 U.S.C. § 1821(AWPA)

19 *NWMS Defendant*

20 1. NWMS made or caused to be made false, fraudulent, or misleading  
21 representations concerning the terms, conditions or existence of employment  
22  
23

1 including the wage rates to be paid and the method of computing the rate of  
2 compensation in violation of 29 U.S.C. § 1831(e).

3 *Individual Plaintiffs*

4  
5 2. NWMS violated the terms of the working arrangement it made with  
6 the individually named Plaintiffs by failing to provide them with work for the 2011  
7 harvest season in violation of 29 U.S.C. § 1832(c).

8 **SECOND CLAIM FOR RELIEF**

9 VIOLATIONS OF THE FARM LABOR CONTRACTORS ACT  
10 RCW 19.30 (FLCA)

11 *NWMS, John Hancock Defendants, and Farmland*

12 1. NWMS failed to carry a current farm labor contractor's license at all  
13 times and exhibit it to all persons in violation of RCW 19.30.110(1).

14  
15 2. NWMS failed to furnish to each worker a written statement on the  
16 form prescribed by the Department of Labor and Industries describing the  
17 compensation to be paid and other terms and conditions of employment in  
18 violation of RCW 19.30.110(7)

19 3. NWMS made or caused to be made false, fraudulent or misleading  
20 representations concerning the terms or conditions of employment including the  
21 wage rates to be paid, and the method of computing the rate of compensation in  
22 violation of RCW 19.30.120(2).  
23

1 4. NWMS engaged in acts or caused acts to be done which constitute a  
2 crime involving moral turpitude in violation of RCW 19.30.120(4).

3 *Individual Plaintiffs*

4  
5 5. NWMS failed to comply with the terms and provisions of all  
6 agreements with the individually named Plaintiffs, by failing to provide them with  
7 work for the 2011 harvest season in violation of RCW 19.30.110(5).

8  
9 **THIRD CLAIM FOR RELIEF**

10 INTERFERENCE WITH CONCERTED ACTIVITY  
11 RCW 49.32.020

12 *NWMS Defendant & Individual Plaintiffs*

13 6. NWMS interfered with, restrained or coerced the individually named  
14 Plaintiffs in self-organization or in other concerted activities for the purpose of  
15 mutual aid or protection in violation of RCW 49.32.020.

16 **PRAYER FOR RELIEF**

17 Plaintiffs ask this Court to grant them the following relief:

18  
19 1. Certify this action as a class action pursuant to  
20 Fed. R. Civ. P. 23(b)(3);

1           2.     Award each of the Plaintiffs and the other members of the class their  
2 statutory damages for violations of AWPAs pursuant to 29 U.S.C. § 1854(c)(1);


3           3.     Award each of the Plaintiffs and the other members of the class their  
4 statutory damages for each violation of the FLCA, together with their costs and  
5 reasonable attorney fees pursuant to RCW 19.30.170;

6           4.     Award each of the Plaintiffs their damages for interference with  
7 concerted activity in violation of RCW 49.32.020 and their attorney's fees pursuant  
8 to RCW 49.48.030;

9           5.     Grant other further relief as just and appropriate.

10          DATED this 25<sup>th</sup> day of July, 2012.

11          COLUMBIA LEGAL SERVICES

12   
13 \_\_\_\_\_  
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