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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SARAH MAGANA, individually, and on
 behalf of other aggrieved employees
 pursuant to the California Private Attorneys
 General Act;

Plaintiff,

vs.

GOYA FOODS OF CALIFORNIA, INC., a
 California corporation; GOYA FOODS,
 INC., an unknown business entity; and
 DOES 1 through 100, inclusive,

Defendants.

Case No.: 21PSCV00004

Hon. Elihu M. Berle
 Dept. 6

**SECOND AMENDED COMPLAINT FOR
 ENFORCEMENT UNDER THE PRIVATE
 ATTORNEYS GENERAL ACT, CAL.
 LAB. CODE §§ 2698, et seq.**

**Violation of Cal. Lab. Code §§ 2698, et seq.
 (California Labor Code Private Attorneys
 General Act of 2004)**

DEMAND FOR JURY TRIAL

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COMES NOW, Plaintiff SARAH MAGANA (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, in her Second Amended Complaint relating back to her initial filing on January 4, 2021, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the Cal. Lab. Code sections 2698, *et seq.* The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff and the other Aggrieved Employees took place in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff SARAH MAGANA is an individual residing in the State of California, County of Los Angeles.

6. Defendant GOYA FOODS OF CALIFORNIA, INC. at all times herein

1 mentioned, was and is, upon information and belief, a California corporation, and at all times
2 herein mentioned, an employer whose employees are engaged throughout the State of California,
3 including the County of Los Angeles.

4 7. Defendant GOYA FOODS, INC. at all times herein mentioned, was and is, upon
5 information and belief, an employer whose employees are engaged throughout the State of
6 California, including the County of Los Angeles.

7 8. At all relevant times, GOYA FOODS OF CALIFORNIA, INC. and GOYA
8 FOODS, INC. were the “employer” of Plaintiff within the meaning of all applicable state laws
9 and statutes.

10 9. At all times herein relevant, GOYA FOODS OF CALIFORNIA, INC., GOYA
11 FOODS, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint
12 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
13 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
14 the course and scope of their authority as such agents, partners, joint venturers, representatives,
15 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged
16 herein were duly committed with the ratification, knowledge, permission, encouragement,
17 authorization and/or consent of each defendant designated as a DOE herein.

18 10. The true names and capacities, whether corporate, associate, individual or
19 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said
20 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
21 information and belief alleges, that each of the defendants designated as a DOE is legally
22 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
23 the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of
24 court to amend this Complaint to show the true names and capacities when the same have been
25 ascertained.

26 11. GOYA FOODS OF CALIFORNIA, INC., GOYA FOODS, INC., and DOES 1
27 through 100 will hereinafter collectively be referred to as “Defendants.”

28 12. Plaintiff further alleges that Defendants including the unknown defendants

1 identified as DOES, directly or indirectly controlled or affected the working conditions, wages,
2 working hours, and conditions of employment of Plaintiff and the other aggrieved employees so
3 as to make each of said Defendants employers and employers liable under the statutory
4 provisions set forth herein.

5 **RELATION BACK**

6 13. This Second Amended PAGA Complaint relates back to Plaintiff's original PAGA
7 Complaint filed on January 4, 2021, with regards to all claims herein, as to Plaintiff, all
8 Aggrieved Employees, and Defendants.

9 14. The amendments rest on the same general set of facts—Defendants' failure to
10 comply with Labor Code obligations in complying with wage and hour obligations including but
11 not limited to paying wages owed, paying overtime rates, providing compliant meal and rest
12 breaks, paying wage premiums, providing for compliant work schedules regarding days of rest.
13 The amendments also involve the same injuries, as they seek recovery for civil penalties for the
14 various Labor Code violations. Finally, the amendments all refer to non-exempt employees and
15 their employment with Defendants as Aggrieved Employees, and thus refer to the same
16 instrumentality alleged in the original PAGA Complaint.

17 15. An amended complaint relates back to an earlier complaint even if the plaintiff
18 alleges a different legal theory or new cause of action. *See, e.g., Smeltzley v. Nicholson Mfg. Co.*
19 (1977) 18 Cal.3d 932, 934, 936; *Pointe San Diego Residential Cmty., L.P. v. Procopio, Cory,*
20 *Hargreaves & Savitch, LLP* (2011) 195 Cal.App.4th 265, 276–77; *Idding v. North Bay Constr.*
21 *Co.* (1995) 39 Cal.App.4th 1111, 1113.

22 **PAGA ALLEGATIONS**

23 16. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
24 Defendants.

25 17. At all times herein set forth, PAGA provides that any provision of law under the
26 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
27 for violations of the California Labor Code may, as an alternative, be recovered through a civil
28 action brought by an aggrieved employee on behalf of herself and other current or former

employees pursuant to procedures outlined in California Labor Code section 2699.3.

18. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

19. Plaintiff was employed by Defendants and the alleged violation was committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by Cal. Lab. Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

20. Pursuant to Cal. Lab. Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the Cal. Lab. Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Cal. Lab. Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

21. On October 29, 2020, Plaintiff provided written notice by online submission to

1 the LWDA and by U.S. Certified Mail to Defendant GOYA FOODS, INC. and GOYA FOODS
2 OF CALIFORNIA, INC. of the specific provisions of the California Labor Code alleged to have
3 been violated, including the facts and theories to support the alleged violations. Plaintiff has not
4 received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

5 22. Additionally, on February 7, 2024, Plaintiff submitted an amended written notice
6 letter to the LWDA and to GOYA FOODS, INC. and GOYA FOODS OF CALIFORNIA, INC.
7 of additional California Labor Code sections alleged to have been violated, including the facts
8 and theories to support the additional alleged violations. Plaintiff has not received an LWDA
9 Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

10 23. Therefore, Plaintiff has satisfied the administrative prerequisites under Cal. Lab.
11 Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other
12 remedies, for violations of Cal. Lab. Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 256,
13 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 as well as the additional
14 violations of California Labor Code sections 551, 552 and the applicable Industrial Wage Orders,
15 including Wage Orders 1-2001, 3-2001, 4-2001, and 7-2001.

16 24. All alleged violations herein relate back to the initial LWDA Notice date
17 of October 29, 2020, and the initial Complaint filed January 4, 2021.

18 **GENERAL ALLEGATIONS**

19 25. At all relevant times set forth herein, Defendants employed Plaintiff and other
20 aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the
21 State of California (hereinafter collectively referred to as the "other aggrieved employees").

22 26. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
23 exempt employee from approximately March 2019 to approximately July 2019 in the State of
24 California, County of Los Angeles. Plaintiff was employed as a sales associate, otherwise known
25 as an administrative assistant, by Defendants. Plaintiff was paid at an hourly rate of
26 approximately \$13 and regularly worked in excess of eight hours a day and forty hours per week,
27 usually working approximately 42 to 43 hours per workweek.

28 27. Defendants hired Plaintiff and the other aggrieved employees, and failed to

1 compensate them for all hours worked, missed meal periods or rest breaks.

2 28. Specifically, Defendants require Plaintiff and other aggrieved employees to
3 respond to work-related matters throughout the day, including during meal and rest breaks. For
4 example, Plaintiff was required to respond to work-related calls and texts to her personal cell
5 phone, regardless of whether she was taking a meal or rest break. Plaintiff's supervisor
6 interrupted Plaintiff during her meal and rest breaks by phone and in person to discuss work.
7 Plaintiff is informed, believes, and thereon alleges that this policy and practice applies to all class
8 members. As a result of Defendants' policies and practices, aggrieved employees are routinely
9 denied the opportunity to take legally-compliant meal and rest breaks.

10 29. As a result of these policies, Defendants deny Plaintiff and aggrieved employees
11 meal and rest periods to which they are statutorily entitled, as well as the overtime premiums
12 resulting from the additional off-the-clock work performed during meal breaks. Despite these
13 recurring violations, Defendants do not provide Plaintiff and aggrieved employees premium pay
14 for missed breaks and meal periods.

15 30. Plaintiff and aggrieved employees are also regularly required to work off-the-
16 clock, time which Defendants neither record nor compensate them for. In addition to off-the-
17 clock work Plaintiff and aggrieved employees were required to complete during their meal
18 breaks, Defendants require Plaintiff and aggrieved employees to use a single timeclock, which
19 often resulted in employees waiting in line for approximately 1 to 2 minutes to clock in for their
20 shifts. Further, Defendants instructed aggrieved employees to attend 30 minute to 1 hour regional
21 sales meetings every three months to try out new food products while off the clock. As a result,
22 Defendants failed to record or compensate each aggrieved employee for hours of off-the-clock
23 work for each pay period.

24 31. Defendants had the authority to hire and terminate Plaintiff and the other
25 aggrieved employees, to set work rules and conditions governing Plaintiff's and the other
26 aggrieved employees' employment, and to supervise their daily employment activities.

27 32. Defendants exercised sufficient authority over the terms and conditions of
28 Plaintiff's and the other aggrieved employees' employment for them to be joint employers of

1 Plaintiff and the other aggrieved employees.

2 33. Defendants directly hired and paid wages and benefits to Plaintiff and the other
3 aggrieved employees.

4 34. Defendants continue to employ hourly-paid or non-exempt employees, within the
5 State of California.

6 35. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day,
7 and/or forty (40) hours in a week during their employment with Defendants.

8 36. During the relevant time period, Plaintiff and the Aggrieved Employees were
9 required to regularly and/or consistently work in excess of six (6) days in a workweek. . During
10 the workweeks in which they were required to work in excess of six (6) days Plaintiff and the
11 Aggrieved Employees worked in excess of thirty (30) hours in a week and/or six (6) hours in
12 any one (1) day thereof. When Plaintiff and the Aggrieved Employees accumulated days of rest,
13 they were not actually provided the opportunity to take the equivalent of one (1) day's rest in
14 seven (7) during each calendar month.

15 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
17 non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours
18 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest
19 breaks in violation of California law.

20 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
22 receive certain wages for overtime compensation and that they were not receiving wages for
23 overtime compensation.

24 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 failed to provide Plaintiff and the other aggrieved employees the required rest and meal periods
26 during the relevant time period as required under the Industrial Welfare Commission Wage
27 Orders and thus they are entitled to any and all applicable penalties.

28 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
2 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
3 aggrieved employees' regular rate of pay when a meal period was missed, and they did not
4 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
5 aggrieved employees' regular rate of pay when a meal period was missed.

6 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
8 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
9 aggrieved employees' regular rate of pay when a rest period was missed, and they did not receive
10 all rest periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved
11 employees' regular rate of pay when a rest period was missed.

12 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
14 receive at least minimum wages for compensation and that they were not receiving at least
15 minimum wages for all hours worked.

16 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
18 receive all wages owed to them upon discharge or resignation, including overtime and minimum
19 wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed
20 to them at the time of their discharge.

21 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
23 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
24 employees did not receive payment of all wages, including overtime and minimum wages and
25 meal and rest period premiums, within any time permissible under Cal. Lab. Code section 204.

26 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
28 receive complete and accurate wage statements in accordance with California law, but, in fact,

1 they did not receive complete and accurate wage statements from Defendants. The deficiencies
2 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
3 other aggrieved employees.

4 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Defendants had to keep complete and accurate payroll records
6 for Plaintiff and the other aggrieved employees in accordance with California law, but, in fact,
7 did not keep complete and accurate payroll records.

8 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
10 reimbursement for necessary business-related expenses and costs.

11 48. Specifically, Plaintiff and aggrieved employees are required to use their personal
12 cell phones in order to stay in communication with supervisors via phone calls and texts, which
13 Plaintiff and aggrieved employees would pay for out of pocket. Plaintiff was not reimbursed for
14 her usage of her personal cell phone for work, and Plaintiff paid approximately \$180 per month
15 for her personal cell phone bills. Defendants do not reimburse or compensate Plaintiff and
16 aggrieved employees for these business expenses.

17 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that they had a duty to compensate Plaintiff and the other aggrieved
19 employees pursuant to California law, and that Defendants had the financial ability to pay such
20 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
21 to Plaintiff and the other aggrieved employees that they were properly denied wages, all in order
22 to increase Defendants' profits.

23 50. At all material times set forth herein, Defendants failed to pay overtime wages to
24 Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees were
25 required to work more than eight (8) hours per day and/or forty (40) hours per week without
26 overtime compensation.

27 51. At all material times set forth herein, Defendants failed to provide uninterrupted
28 meal and rest periods to Plaintiff and the other aggrieved employees.

52. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees at least minimum wages for all hours worked.

53. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees all wages owed to them upon discharge or resignation.

54. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, Cal. Lab. Code section 204.

55. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees.

56. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiff and the other aggrieved employees.

57. At all material times set forth herein, Defendants failed to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs.

58. At all material times set forth herein, Defendants failed to properly compensate Plaintiff and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

59. Cal. Lab. Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

Violation of Cal. Lab. §§ 2698, *et seq.*

**(Against GOYA FOODS OF CALIFORNIA, INC., GOYA FOODS, INC.,
and DOES 1 through 100)**

60. Plaintiff incorporates by reference the foregoing paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

61. PAGA expressly establishes that any provision of the Cal. Lab. Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor

Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

62. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

63. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by Cal. Lab. Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

64. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by Cal. Lab. Code sections 510 and 1198.

Failure to Provide Meal Periods

65. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by Cal. Lab. Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

66. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by Cal. Lab. Code section 226.7.

Failure to Pay Minimum Wages

67. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by Cal. Lab. Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

68. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Cal. Lab. Code sections 201 and 202 constitutes

1 unlawful and/or unfair activity prohibited by Cal. Lab. Code sections 201 and 202.

2 **Failure to Timely Pay Wages During Employment**

3 69. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
4 employees during employment in accordance with Labor Code section 204 constitutes unlawful
5 and/or unfair activity prohibited by Cal. Lab. Code section 204.

6 **Failure to Provide Complete and Accurate Wage Statements**

7 70. Defendants' failure to provide complete and accurate wage statements to Plaintiff
8 and the other aggrieved employees in accordance with Cal. Lab. Code section 226(a) constitutes
9 unlawful and/or unfair activity prohibited by Cal. Lab. Code section 226(a).

10 **Failure to Comply with Day of Rest Requirements**

11 71. Cal. Lab. Code Sections 551 and 552 require that every person employed in any
12 occupation of labor is entitled to one (1) day's rest in a seven-day workweek, that no employer
13 of labor shall cause his employees to work more than six (6) days in a workweek.

14 72. During the relevant time period, Plaintiff and the Aggrieved Employees were
15 required to work in excess of six (6) days in a workweek without accumulating or being provided
16 the opportunity to take at least one (1) day of rest. During the workweeks in which they were
17 required to work in excess of six (6) days Plaintiff and the Aggrieved Employees worked in
18 excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof. When
19 Plaintiff and the Aggrieved Employees accumulated days of rest, they were not actually provided
20 the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar
21 month.

22 **Failure to Keep Complete and Accurate Payroll Records**

23 73. Defendants' failure to keep complete and accurate payroll records relating to
24 Plaintiff and the other aggrieved employees in accordance with Cal. Lab. Code section 1174(d)
25 constitutes unlawful and/or unfair activity prohibited by Cal. Lab. Code section 1174(d).

26 **Failure to Reimburse Necessary Business Related Expenses and Costs**

27 74. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
28 necessary business-related expenses and costs in accordance with Cal. Lab. Code sections 2800

1 and 2802 constitutes unlawful and/or unfair activity prohibited by Cal. Lab. Code sections 2800
2 and 2802.

3 75. Pursuant to Cal. Lab. Code section 2699, Plaintiff, individually, and on behalf of
4 all aggrieved employees, requests and is entitled to recover from Defendants and each of them,
5 attorneys' fees and costs , as well as all penalties against Defendants, and each of them, including
6 but not limited to:

- 7 a. Penalties under Cal. Lab. Code section 2699(f)(2) in the amount of a
8 hundred dollars (\$100) for each aggrieved employee per pay period for
9 the initial violation, and two hundred dollars (\$200) for each aggrieved
10 employee per pay period for each subsequent violation;
- 11 b. Penalties under Cal. Code Regs. Title 8 section 11010, *et seq.* in the
12 amount of fifty dollars (\$50) for each aggrieved employee per pay period
13 for the initial violation, and one hundred dollars (\$100) for each aggrieved
14 employee per pay period for each subsequent violation;
- 15 c. Penalties under Cal. Lab. Code sections 2699(a) and 210 in addition to,
16 and entirely independent and apart from, any other penalty provided in the
17 Cal. Lab. Code in the amount of a hundred dollars (\$100) for each
18 aggrieved employee per pay period for the initial violation, and two
19 hundred dollars (\$200) for each aggrieved employee per pay period for
20 each subsequent violation;
- 21 d. Penalties under Cal. Lab. Code sections 2699(a) and 226(e)(1) in addition
22 to, and entirely independent and apart from, any other penalty provided in
23 the California Labor Code for injuries as a result of a knowing and
24 intentional failure of an employer to comply with section 226(a), in the
25 amount of the greater of all actual damages or fifty dollars (\$50) for each
26 aggrieved employee per pay period for the initial violation, and one
27 hundred dollars (\$100) for each aggrieved employee per pay period for
28 each subsequent violation, not to exceed an aggregate penalty of four

1 thousand dollars (\$4,000);

2 e. Penalties under Cal. Lab. Code sections 2699(a) and 226.3 in addition to,
3 and entirely independent and apart from, any other penalty provided in the
4 Cal. Lab. Code for injuries as a result of a knowing and intentional failure
5 of an employer to comply with section 226(a), in the amount of two
6 hundred fifty dollars (\$250) for each aggrieved employee per pay period
7 for the initial violation, and one thousand dollars (\$1,000) for each
8 aggrieved employee per pay period for each subsequent violation;

9 f. Penalties under Cal. Lab. Code sections 2699(a) and 203 in addition to,
10 and entirely independent and apart from, any other penalty provided in the
11 California Labor Code for an employer's willful failure to pay, without
12 abatement or reduction, in accordance with sections 201, 201.3, 201.5,
13 201.9, 202, and 205.5, any wages of an employee who is discharged or
14 who quits, the wages of the employee shall continue as a penalty from the
15 due date thereof at the same rate until paid or until an action therefor is
16 commenced, not continue for more than 30 days; and

17 g. Any and all additional penalties and sums as provided by the Cal. Lab.
18 Code and/or other statutes.

19 76. Plaintiff seeks to recover all civil penalties pursuant to the Private Attorneys
20 General Act for violations of Cal. Lab. Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 256,
21 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, , and IWC Wage
22 Orders 1-2001, 3-2001, 4-2001, and 7-2001.

23 77. Pursuant to Cal. Lab. Code section 2699(i), civil penalties recovered by aggrieved
24 employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
25 Workforce Development Agency for the enforcement of labor laws and education of employers
26 and employees about their rights and responsibilities and twenty-five percent (25%) to the
27 aggrieved employees.

28 78. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and

costs pursuant to Cal. Lab. Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

1. For civil penalties pursuant to Cal. Lab. Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation of Cal. Lab. Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 256, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and IWC Wage Orders 1-2001, 3-2001, 4-2001, and 7-2001; and

2. For such other and further relief as the Court may deem equitable and appropriate.

DATED: June 11, 2024

By: 

Carolyn Hunt Cottrell
Ori Edelstein
Laurel N. Holmes
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**

Elizabeth Parker-Fawley
Arman Marukyan
LAWYERS for JUSTICE, PC

Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am, and was at the time of service of the papers herein
3 referred to, over the age of 18 years and not a party to the within action or proceeding. I am
4 employed at Schneider Wallace Cottrell Konecky LLP located at 300 S Grand Avenue, Suite
2700, Los Angeles, California 90071.

5 On June 11, 2024 I served the following document(s):

6 **SECOND AMENDED COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE**
7 **ATTORNEYS GENERAL ACT, CAL. LAB. CODE §§ 2698, et seq**

8 on the following person(s) listed below, as follows:

9 Robert R Roginson (SBN 185286)
10 Danielle R Goodman (SBN 272003)
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12 **SMOAK & STEWART, P.C.**
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Attorneys for Defendants

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21
22 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an
23 electronic version of the above-referenced document to the person(s) whose email
address(es) are known to me as listed above.

24 I declare under penalty of perjury under the laws of the State of California and the
25 United States of America that the foregoing is true and correct.

26 Executed on June 11, 2024, in North Hollywood, California.

27 
28 Eugene Huffman

PROOF OF SERVICE