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10 Attorneys for Plaintiff LEONILA SACALAMITAO,
11 on behalf of herself and all other aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES– STANLEY MOSK COURTHOUSE**

14 LEONILA SACALAMITAO, an individual, on) **Case No. 20STCV41964**
15 behalf of herself and all other aggrieved) *[Assigned for all purposes to Honorable*
16 employees) *Kristin S. Escalante, Dept. 24]*

17 Plaintiff,

18 vs.

19 **SECOND AMENDED COMPLAINT**
20 **FOR ENFORCEMENT UNDER THE**
21 **PRIVATE ATTORNEYS GENERAL**
22 **ACT, CALIFORNIA LABOR CODE §**
23 **2698, ET SEQ.**

24 FOOD INDUSTRIES INTERNATIONAL,)
25 INC. DBA SEAFOOD RANCH MARKET;)
26 VIRGIL SAN JUAN SY, an individual, and)
27 DOES 1 through 100, inclusive,)

28 Defendants.

Complaint Filed: November 2, 2020
Trial Date: September 12, 2022

Plaintiff LEONILA SACALAMITAO (“Representative Plaintiff” “Plaintiff” or
“SACALAMITAO”) alleges as follows:

PARTIES

1. Representative Plaintiff is an individual who resides in California and was
employed by Defendants FOOD INDUSTRIES INTERNATIONAL INC. DBA SEAFOOD
RANCH MARKET; and AMERICAN RANCH AND SEAFOOD MARKETS, INC., DOE 1

FILED
Superior Court of California
County of Los Angeles

10/04/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Quinteros Deputy

1 from on or about May 11, 2015 until on or about approximately December 6, 2019.

2 2. Representative Plaintiff is informed and believes, and based on such information
3 and belief, alleges that at all times mentioned herein, Defendants FOOD INDUSTRIES
4 INTERNATIONAL INC. DBA SEAFOOD RANCH MARKET; and AMERICAN RANCH
5 AND SEAFOOD MARKETS, INC. are California corporations, licensed to do business and
6 actually doing business in the State of California. Defendants FOOD INDUSTRIES
7 INTERNATIONAL INC. DBA SEAFOOD RANCH MARKET; and AMERICAN RANCH
8 AND SEAFOOD MARKETS, INC. do business in the State of California, the County of Los
9 Angeles. Thus, Defendants FOOD INDUSTRIES INTERNATIONAL INC. DBA SEAFOOD
10 RANCH MARKET; and AMERICAN RANCH AND SEAFOOD MARKETS, INC. are subject
11 to the applicable California laws as alleged in this action.

12 3. Upon information and belief, Defendant VIRGIL SAN JUAN SY (hereinafter,
13 “SY”) is an individual who resides in the State of California and the County of Los Angeles.
14 Defendant SY was and is a managing agent, officer, director and/or owner of Defendants, and in
15 that capacity was and is responsible for overseeing and implementing Defendants’ timekeeping
16 policies and procedures that Representative Plaintiff and the other aggrieved employees were
17 made to follow.

18 4. Upon information and belief, Defendant GENE SERRANO CHUA, DOE 2
19 (hereinafter, “CHUA”) is an individual who resides in the State of California and the County of
20 Los Angeles. Defendant CHUA was and is a managing agent, officer, director and/or owner of
21 Defendants, and in that capacity was and is responsible for overseeing and implementing
22 Defendants’ timekeeping policies and procedures that Representative Plaintiff and the other
23 aggrieved employees were made to follow.

24 5. Representative Plaintiff is unaware of the true names and capacities, whether
25 corporate or individual, or otherwise, of Defendants named as DOES 3 through 100, inclusive.
26 Pursuant to California Code of Civil Procedure section 474, Representative Plaintiff will seek
27 leave of court to amend this complaint to state said defendants’ true names and capacities when
28

the same have been ascertained. Representative Plaintiff is informed and believes and based on such information and belief alleges that said fictitiously-named defendants are responsible in some manner for the injuries and damages to Representative Plaintiff, and other aggrieved employees as further alleged herein.

6. The term “Defendants” used throughout this Complaint includes all named DEFENDANTS, as defined above, whether corporate, individual, or otherwise, and all unnamed Defendants whether corporate, individual, or otherwise, that are now unknown but are referred to throughout this Complaint as DOES 3 through 100, inclusive.

7. This is only a Private Attorney General Action Complaint, pursuant to California Labor Code section 2699 et seq., on behalf of LEONILA SACALAMITAO and all other persons similarly situated who worked for Defendants in its California locations as non-exempt, hourly employees (herein collectively identified as “other aggrieved employees”) for:

- (i) failure to pay overtime and double time in violation of Labor Code sections 510, 1198, and the applicable Wage Orders;
- (ii) failure to pay minimum wage in violation of Labor Code 1182.12, 1194, 1197, 1197.1, 1198, and the applicable Wage Orders;
- (iii) failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), 1198, and the applicable Wage Orders;
- (iv) failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code 226(a), 1174(d), 1198, and the applicable Wage Orders;
- (v) failure to pay split shift pay in violation of Labor Code 1198 and California Code of Regulations 11050(4)(C);
- (vi) failure to pay all wages earned on time in violation of Labor Code sections 204;
- (vii) failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203;

- (viii) failure to provide basic information at the time of hiring and when employment changes occur in violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act).
- (ix) failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802;
- (x) failure to provide notice of paid sick time and accrual in violation of Labor Code 246.

VENUE AND JURISDICTION

8. Venue is proper under California Code of Civil Procedure section 395 and under California Government Code section 12965(b), in that Representative Plaintiff's injuries were incurred within the County of Los Angeles, the actions giving rise to Representative Plaintiff's complaint arose within the County of Los Angeles, and Defendants are located in the County of Los Angeles.

STATEMENT OF FACTS

9. Representative Plaintiff was hired by Defendants as an hourly paid, non-exempt employee on or about May 11, 2015. Representative Plaintiff worked for Defendants up until approximately December 6, 2019 when her employment terminated. Defendants are doing business in California as a full-service seafood, meat, and produce grocery market.

10. While employed with Defendants, Representative Plaintiff and other aggrieved employees that worked with him at the Company's California locations, which include other aggrieved employees that he seeks to represent in this action, working as non-exempt, hourly employees (herein collectively identified as "other aggrieved employees") were regularly required to work off-the-clock, and during their rest and meal periods.

11. Defendants failed to pay its aggrieved employees' overtime in accordance with California law when they worked in excess of eight (8) hours in a day and/or 40 hours within a workweek. Defendants also failed to pay its aggrieved employees' double time in accordance with California law when they worked in excess of 12 hours in a workday.

12. Defendants failed to provide Representative Plaintiff and other aggrieved employees with meal periods in accordance with Labor Code Sections 512(a) and 226.7, as aggrieved employees were often not afforded an opportunity to take an off-duty meal period of at least 30 minutes within the first five (5) hours of their shift, because of work understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of Defendants.

13. Additionally, when Representative Plaintiff and aggrieved employees worked in excess of 10 hours in a day, they were not offered an opportunity to take a second meal period in accordance with Labor Code section 512(a).

14. Defendants also failed to pay its aggrieved employees a premium pursuant to Labor Code section 226.7 when it failed to provide its employees with legally adequate meal periods as described above.

15. Defendants also failed to provide Representative Plaintiff and other aggrieved employees with a 10-minute rest break for every four hours of work, or every major fraction thereof, as employees were forced to work extended periods without rest breaks due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of Defendants. Defendants also failed to provide its employees with a premium payment pursuant to Labor Code section 226.7 when it failed to provide its employees with legally adequate rest breaks.

16. Additionally, Plaintiff and other aggrieved employees were not provided a premium wage pursuant to Labor Code section 226.7 for their legally inadequate meal and rest periods, as they were not relieved of all duties and responsibilities for the respective time periods as required by the law. Defendants' failure to properly pay Plaintiff and other aggrieved employees for all hours worked in these instances violates Labor Code sections 226.7, 512(a), 1198 and the applicable Wage Orders.

17. Representative Plaintiff and other aggrieved employees were often required to work off-the-clock before their shifts started, after their shifts were completed, and during their

meal and rest periods. During this off-the-clock time and these so-called “working lunches”, employees were required by Defendants to finish work tasks that they did not have time to finish during their shift because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of Defendants’.

18. Defendants, being aware of these occurrences, still deducted 30 minutes from their pay on these days that they were required to continue working without a legal meal period. The Companies altered and adjusted time-sheets and time-cards in order to obfuscate this fact.

19. Defendants required Plaintiff and other aggrieved employees to work without appropriate compensation, including the payment of at least minimum wage, for such work time as described above in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198, and the applicable Wage Orders.

20. California Labor Code section 226(a) provides that every employer shall furnish to each of its employees an accurate, itemized wage statement in writing, showing, among other things, all applicable hourly rates in effect during the pay period and the corresponding correct number of hours worked at each hourly rate by the employee. Defendants’ wage statements fail to comply with this section of the Labor Code as they list the incorrect rates of pay and the incorrect number of hours worked at each rate of pay. The number of hours that the employees actually spent working for the Companies, which are listed on the pay stubs, is incorrect because of, among other things, the Companies’ failure to properly compensate its employees for all of the time that they spent working under their employer’s control.

21. Defendants wage statements listed the incorrect rates of pay and earnings. Thus, the total earnings and the overtime hours listed on the employee’s pay stubs are incorrect. The number of hours that the employees actually spent working for the Companies that is listed on the wage statement is also incorrect because of the Companies’ failure to record and compensate its employees for all of the time that they are under its control, including, but not limited to, time that they spend complying with the Companies’ required “working lunches” and off-the-clock

work, and when Defendants deducted 30-minutes for meal periods that were not legally adequate.

22. Defendants regularly scheduled and required Representative Plaintiff and the other aggrieved employees to work “split shifts”. California Code of Regulations 11050(4)(C) requires employer to furnish to employees one (1) hour’s pay at the minimum wage in addition to the wages for that work day for any day in which an employee works a “split shift”. However, despite regularly scheduling Representative Plaintiff and the other aggrieved employees for “split shifts”, Defendants failed to pay Representative Plaintiff and the other aggrieved employees one (1) hour’s pay at the minimum wage in addition to the wages for that work day as required by law.

23. Representative Plaintiff and all aggrieved employees who worked for Defendants did not receive all wages earned on time as defined by California Labor Code section 204. As a consequence of Defendants failures as described above, Representative Plaintiff and other aggrieved employees did not receive, among other things, their straight time, overtime, or double time pay, minimum wages for off-the-clock work, rest period premium wages, meal period premium wages.

24. Representative Plaintiff and all aggrieved employees who were separated from their employment with Defendants, to whom Defendants willfully failed to pay for all hours worked as described herein, are also entitled to up to thirty days of wages pursuant to California Labor Code sections 201, 202, and 203.

25. Defendants failed to provide employees with basic information at the time of hiring and when changes occurred to their employment, including, rate of pay (including overtime), whether employee would be paid hourly, salary, piece rate, or by shift, day, week, commission, or otherwise, and information regarding allowances, such as for as meals and lodging, and information regarding the right to accrue and use paid sick leave and the legal protections for employee when so doing.

26. Defendants directed Representative Plaintiff and other aggrieved employees to incur personal expenses on behalf of Defendants while performing their respective job duties. Such personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and parking expenses. Without incurring these expenses, Representative Plaintiff and other aggrieved employees would not be able to accomplish their job duties. Defendants failed to indemnify Representative Plaintiff and other aggrieved for all of these necessary expenditures.

27. Defendants failed to provide to Representative Plaintiff and other aggrieved employees who worked for them for more than 30 days with written notice setting the amount of sick leave available, or paid time off in lieu thereof, on either their itemized wage statements or in a separate writing accompanying such statements.

28. Representative Plaintiff filed a PAGA Notice (Attached hereto as "Exhibit A") on August 25, 2020 by serving a PAGA Notice to FOOD INDUSTRIES INTERNATIONAL INC. DBA SEAFOOD RANCH MARKET, VIRGIL SAN JUAN SY, and to the LWDA in compliance with Labor Code section 2699.3. As of October 29, 2020, 65 Days after Representative Plaintiff's PAGA Notice, Representative Plaintiff had not received correspondence from the LWDA regarding its intent to investigate Plaintiff's claims.

29. Representative Plaintiff filed a second PAGA Notice (Attached hereto as "Exhibit B") on November 18, 2020 by serving a PAGA Notice to FOOD INDUSTRIES INTERNATIONAL INC. DBA SEAFOOD RANCH MARKET, VIRGIL SAN JUAN SY, AMERICAN RANCH AND SEAFOOD MARKETS, INC., and GENE SERRANO CHUA and to the LWDA in compliance with Labor Code section 2699.3. As of January 22, 2021, 65 Days after Representative Plaintiff's PAGA Notice, Representative Plaintiff had not received correspondence from the LWDA regarding its intent to investigate Plaintiff's claims.

FIRST CAUSE OF ACTION

(VIOLATION OF LABOR CODE § 2698, ET SEQ.)

(By Plaintiff Against Defendants and Does 3 through 100, inclusive)

30. Plaintiff incorporates by reference the allegations contained in paragraphs 1

through 28, and each and every part thereof with the same force and effect as though fully set forth herein.

31. PAGA expressly establishes that any provisions of the California Labor 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.

32. 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.

33. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved employees” within the meaning of California Labor Code section 2699(c) as 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

34. 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 California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

35. 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 California Labor Code sections 226.7, 512(a), 1198, and the applicable Wage Orders.

Failure to Provide Rest Periods

36. 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 California Labor Code section 226.7.

Failure to Pay Minimum Wages

37. 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 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Keep Accurate and Provide Itemized Wage Statements

38. Defendants' failure to keep accurate, and provide itemized wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a), 1174(d), and 1198 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a), 1174(d), and 1198.

Failure to Pay "Split Shift" Premiums

39. Defendants' failure to pay Representative Plaintiff and the other aggrieved employees one (1) hour's pay at the minimum wage in addition to the wages for that workday for any workday in which Representative Plaintiff and the other aggrieved employees were scheduled for and required to work a "split shift" constitutes unlawful or unfair activity prohibited by California Labor Code 1198 and California Code of Regulations 11050(4)(C).

Failure to Timely Pay Wages During Employment

40. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

41. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201, 202, and 203 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

Failure to Provide Basic Information upon Hiring / When Conditions of Employment Change

42. Defendants' failure to provide basic information to Plaintiff and the other aggrieved employees related to the conditions of their pay and their rights regarding sick leave in accordance with California Labor Code section 2810.5(a)(1)(A)-(C) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 2810.5(a)(1)(A)-(C).

Failure to Reimburse Necessary Business-Related Expenses and Costs

43. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

Failure to Provide Notice of Paid Sick Time and Accrual

44. Defendants' failure to provide Plaintiff and the other aggrieved employees that works for the same employer for more than 30 days with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a separate writing accompanying such statements in accordance with Labor Code 246 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.

45. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay

period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalties provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

47. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

THEREFORE, Representative Plaintiff and the individuals he seeks to represent request relief as described below:

PRAYER

THEREFORE, Representative Plaintiff prays for judgment against Defendants, and Does 3 through 100, and each of them, as follows:

1. Statutory attorneys' fees and costs under PAGA and California Code of Civil Procedure Section 1021.5;
2. Statutory penalties under PAGA;
3. Costs of suit; and
4. Such further relief as the Court deems just and proper.

1 Dated: October 4, 2021

HAIG B. KAZANDJIAN LAWYERS, APC

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3 By: *Cathy Gonzalez*
4 Haig B. Kazandjian, Esq.,
5 Cathy Gonzalez, Esq.,
6 Attorneys for Plaintiff LEONILA
7 SACALAMITAO on behalf of herself and
8 all others similarly situated
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EXHIBIT A

**HAIG B.
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August 21, 2020

BY U.S. CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

FOOD INDUSTRIES INTERNATIONAL, INC.
DBA SEAFOOD RANCH MARKET
Agent for Service of Process
VIRGIL SAN JUAN SY
4909 CASTLE ROAD
LA CANADA FLINTRIDGE CA 91011

VIRGIL SAN JUAN SY
Agent for Service of Process
VIRGIL SAN JUAN SY
4909 CASTLE ROAD
LA CANADA FLINTRIDGE CA 91011

**Re: Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to
FOOD INDUSTRIES INTERNATIONAL, INC., DBA SEAFOOD RANCH
MARKET, and VIRGIL SAN JUAN SY**

Dear Labor and Workforce Development Agency Representative,

We are writing on behalf of Mrs. LEONILA SACALAMITAO ("EMPLOYEE") who seeks penalties from FOOD INDUSTRIES INTERNATIONAL, INC., DBA SEAFOOD RANCH MARKET ("EMPLOYER"), and VIRGIL SAN JUAN SY ("AGENT") on her own behalf, on behalf of the State of California, and on behalf of all others similarly situated for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2802, and 2810.5.

EMPLOYEE intends to seek civil penalties, attorney's fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 ("PAGA"). EMPLOYEE seeks relief on her own behalf, on behalf of the State of California, and on behalf of all others who were employed by EMPLOYER, each who suffered one or more Labor Code violations specifically enumerated in the Private Attorney General Act ("aggrieved employees"). This letter is sent in

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compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3.

Factual Background

EMPLOYER employed EMPLOYEE as an hourly-paid, non-exempt employee at its 629 West Avenue 26, Los Angeles, California 90065 location from approximately May 11, 2015 through approximately December 6, 2019.

EMPLOYEE is informed, believes, and thereupon alleges that EMPLOYER is a California corporation, licensed to do business and doing business in California. EMPLOYER is a full-service seafood, meat, and produce grocery market. EMPLOYER have approximately three (3) locations, in Southern California.

EMPLOYEE is informed, believes, and thereupon alleges that AGENT is an officer and/or agent of the above entity. Acting in that capacity, at all relevant times AGENT oversaw, managed, and/or was otherwise personally responsible for employee compliance with California Labor Code 558 and 558.1. This includes, but is not limited to, employee use of the "Intuit" payroll and timekeeping system and how and when hourly-paid employees would clock-in and clock-out.

EMPLOYEE is informed, believes, and thereupon alleges that at all relevant times, the above-named EMPLOYER(S) instituted and implemented standard practices and procedures for all hourly and/or non-exempt employees in California. This includes, but is not limited to, using the "Intuit" timekeeping and Payroll system for payroll processing, dissemination of wage statements, oversight and approval of rest breaks, meal breaks, and timekeeping.

EMPLOYEE seeks penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees (EMPLOYEE approximates EMPLOYER employs 50 "aggrieved employees") who worked for EMPLOYER during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

The facts¹ of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)

California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former

¹ EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

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employee [records of hours worked and wages paid]... shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.”

California Labor Code Section 432 provides, “If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

In accordance with the process set out in Labor Code Section 226, EMPLOYEE requested, in writing by letter via certified first class mail to EMPLOYER, and regular first class mail to EMPLOYERS’ California agent for service of process, that EMPLOYER provide her with her wage and payroll history, all documents signed by EMPLOYEE pursuant to Labor Code Section 432, and a copy of her personnel records pursuant to Labor Code Section 1198.5. Receipts indicate that the correspondence was delivered to EMPLOYERS’ principal place of business.

More than 30 days passed since EMPLOYER received EMPLOYEE’S correspondence requesting documents pursuant to Labor Code Section 226 and 432, and a copy of her personnel records pursuant to Labor Code Section 1198.5, yet EMPLOYER has not provided all of the information and/or documents requested. Namely, EMPLOYER has refused to provide EMPLOYEE with her timesheets as required by law.

Pursuant to the foregoing, EMPLOYEE is entitled to recover a \$750 penalty pursuant to Labor Code Section 226(f), a \$750 penalty pursuant to Labor Code Section 1198.5(k), and reimbursement for costs, including attorney’s fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

Violation of Labor Code 226.7 and 512(a) (Rest and Meal Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees’ regular rate for each work day that a meal or rest period was not provided. Additionally, employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted thirty (30) minute meal break or pay employees an additional one (1) hour of pay at the employees’ regular rate. No employer shall require an employee to work during any rest period. Rest periods are based on the total hours worked in a day, at ten (10) minutes per four (4) hours or major fraction thereof.

EMPLOYER failed to provide EMPLOYEE and other aggrieved employees with the required rest and meal break periods. EMPLOYEE and other aggrieved employees were routinely required to work through these periods instead, because of understaffing, inadequate coverage,

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unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

EMPLOYEE and other aggrieved employees worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

EMPLOYEE alleges that any purported appearance of meal and rest break compliance is because EMPLOYER systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other aggrieved employees in an attempt to hide the aforementioned infractions. EMPLOYER, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsifying or altering timekeeping records.

EMPLOYER knew, or should have known, that their behavior caused EMPLOYEE and other aggrieved employees to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYER still chose not to pay meal and rest period premiums required by law.

Pursuant to the foregoing, EMPLOYER violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

- (1) For any employer who employs 26 or more employees:
 - (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
 - (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
 - (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
 - (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
 - (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
 - (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.
- (2) For any employer who employs 25 or fewer employees:
 - (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
 - (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
 - (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

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- (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
- (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
- (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

Attached hereto as "Exhibit A" are examples of such violations.

Pages one (1) through 14 of Exhibit A show that EMPLOYER records indicate that EMPLOYEE worked *exactly* 25 hours for every pay period between August 26, 2019 and December 5, 2019. Such anomalies do not occur when EMPLOYER is in fact tracking the employees' actual hours of work, but when EMPLOYER merely records EMPLOYEE's scheduled hours of work.

As a result, EMPLOYEE was often required to work off of the clock before and after her scheduled shifts, without pay. Due to the company-wide failures of EMPLOYER, EMPLOYEE and other aggrieved employees were also forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYER failed to pay EMPLOYEE and other aggrieved employees minimum wage for this time and/or falsified timekeeping records to hide this fact.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to provide an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYER knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because, EMPLOYER failed to truthfully and accurately

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document, among other things, employees off-the-clock work. Accordingly, EMPLOYER did not list the correct amount of gross or net wages earned by EMPLOYEE and other aggrieved employees.

The statements in question are deficient in many other ways, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to track sick leave, failure to list the full legal name and address of the employer, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

EMPLOYER willfully failed to maintain accurate payroll records for EMPLOYEE and other aggrieved employees as a result of EMPLOYER failure to accurately record employees rest breaks, meal breaks, and off-the-clock work.

EMPLOYER failed to accurately keep records of start and stop times for meal periods and/or work shifts. EMPLOYER failure makes it impossible for EMPLOYEE and other aggrieved employees to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 204 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

EMPLOYER failed to pay EMPLOYEE and other aggrieved employees all wages due to them, including, but not limited to: overtime, minimum wages, split shift pay and/or reporting time pay within the statutorily required time period.

Attached hereto as "Exhibit A" are examples of such violations.

Pages one (1) through 14 of Exhibit A show that EMPLOYER records indicate that EMPLOYEE worked *exactly* 25 hours for every pay period between August 26, 2019 and December 5, 2019. Such anomalies do not occur when EMPLOYER is in fact tracking the employees' actual hours of work, but when EMPLOYER merely records EMPLOYEE's scheduled hours of work.

As a result, EMPLOYEE was often required to work off of the clock before and after her scheduled shifts, without pay.

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Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without 72-hour notice are due all wages earned in 72 hours. Employees who resign their employment giving 72-hour notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYEE resigned from her role at EMPLOYER on or about December, 2019.

When EMPLOYEE did receive their final paycheck from EMPLOYER, that final paycheck was legally deficient in that it did not account for all wages earned, despite EMPLOYER knowing that such wages were due to EMPLOYEE.

EMPLOYER willfully failed to timely pay EMPLOYEE and other aggrieved employees who are no longer employed by EMPLOYER all wages earned, including, but not limited to: overtime, minimum wages, rest period premium wages, meal period premium wages, and/or accrued time off.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act)

Codified in California Labor Code section 2810.5, California's Wage Theft Protection Act requires employers to provide employees with basic information at the time of hiring and when changes occur to their employment. The Wage Theft Protection Act provides that an employee must be furnished with written notice of, at the time of hiring; rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and allowances claimed such as meal or lodging. This notice must include a statement that the employee can accrue and use sick leave, has the right to request and use paid sick leave, may not be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a complaint against any employer who does so retaliate.

EMPLOYER hired EMPLOYEE on or about May 11, 2015, and EMPLOYEE continued to work for EMPLOYER until on or about December 6, 2019. During that time, changes, including, but not limited to, raises, promotions, title changes, relocations, and new and additional assignments were earned by and/or assigned to EMPLOYEE. As a result of each of these, changes

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occurred to EMPLOYEE's employment as defined by Labor Code 2810.5(a)(1)(A)-(C) and the Wage Theft Prevention Act.

When hired and each time such changes to EMPLOYEE's employment occurred, EMPLOYER was required to furnish documents to EMPLOYEE with such basic information and written notice of, among other things, her rate of pay (including overtime), her right to accrue and request paid sick leave, and her right to file a complaint against EMPLOYER should they infringe upon such rights. EMPLOYER failed to furnish EMPLOYEE and other aggrieved employees with such written notices as required.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other aggrieved employees were directed and expected to incur personal expenses on behalf of EMPLOYER while performing their job duties. Such personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and parking expenses. EMPLOYEE and the other aggrieved employees would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYER(S) failed to indemnify EMPLOYEE and other aggrieved employees for all necessary expenditures or losses accordingly.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 246 (Notice of Paid Sick Time and Accrual)

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

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EMPLOYER failed to furnish upon EMPLOYEE, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYER was and is an employer, and AGENT, acting on behalf thereof, violated EMPLOYEE and other aggrieved employees' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

Conclusion

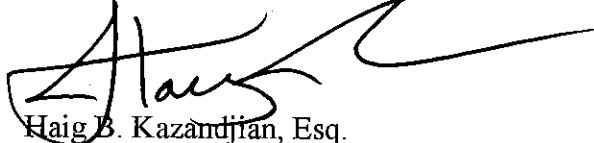
Pursuant to the foregoing, EMPLOYEE seeks remedies set forth in Labor Code section 558 for themselves, the State of California, and all other aggrieved employees. Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other aggrieved employees, and the State of California against EMPLOYER for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5, and any and all other applicable law.

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If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very truly yours,

Haig B. Kazandjian Lawyers, APC

A handwritten signature in black ink, appearing to read 'Haig', with a long, sweeping horizontal line extending to the right.

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Kevin P. Crough, Esq.

EXHIBIT A

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub

Check number: DD4869

Pay Period: 08/26/2019 - 09/01/2019

Pay Date: 09/05/2019

Employee

SSN

LEONILA C SACALAMITAO, [REDACTED]

-**-*

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly Regular Rate	25.00	14.75	368.75	11,778.75
Sick Hourly Rate				330.00
Overtime Hourly Rate 1				237.17
	25.00		368.75	12,345.92
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-5.00	-280.00
Social Security Employee			-22.87	-765.45
Medicare Employee			-5.35	-179.02
CA - Withholding			0.00	-0.67
CA - Disability Employee			-3.69	-123.46
			-36.91	-1,328.60
Net Pay			331.84	11,017.32

Direct Deposit

Amount

Checking - ** [REDACTED] 331.84

Sick	Accrued	Used	Available
Current	0.63	0.00	24.15
YTD	0.51	48.00	

Memo

Direct Deposit

Sacalamitao: 000254

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD4888		Pay Period: 09/02/2019 - 09/08/2019		Pay Date: 09/12/2019	
Employee				SSN			
LEONILA C SACALAMITAO, [REDACTED]				[REDACTED]			
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	
Hourly Regular Rate		17.00	14.75	250.75	12,029.50	Amount	
Sick Hourly Rate		8.00	14.75	118.00	448.00	Checking - **** [REDACTED] 331.86	
Overtime Hourly Rate 1					237.17	Sick	
		25.00		368.75	12,714.67	Accrued	
Taxes				Current	YTD Amount	Used	
Medicare Employee Addl Tax				0.00	0.00	Available	
Federal Withholding				-5.00	-265.00	Current	
Social Security Employee				-22.86	-788.31	YTD	
Medicare Employee				-5.34	-184.36		
CA - Withholding				0.00	-0.67	Memo	
CA - Disability Employee				-3.69	-127.15	Direct Deposit	
				-38.89	-1,365.49		
Net Pay				331.86	11,349.18		

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub

Check number: DD4908

Pay Period: 09/09/2019 - 09/15/2019

Pay Date: 09/19/2019

Employee

SSN

LEONILA C SACALAMITAO

-**-*

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly Regular Rate	25.00	14.75	368.75	12,398.25
Sick Hourly Rate				448.00
Overtime Hourly Rate 1				237.17
	25.00		368.75	13,083.42
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-5.00	-270.00
Social Security Employee			-22.86	-811.17
Medicare Employee			-5.35	-109.71
CA - Withholding			0.00	-0.67
CA - Disability Employee			-3.68	-130.83
			-36.89	-1,402.38
Net Pay			331.86	11,681.04

Direct Deposit

Amount

Checking - *** 331.86

Sick Accrued Used Available

Current 0.83 0.00 17.82

YTD 0.51 48.00

Memo

Direct Deposit

Sacalamitao: 000256

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub

Check number: DD4928

Pay Period: 09/16/2019 - 09/22/2019

Pay Date: 09/26/2019

Employee

LEONILA C SACALAMITAO

SSN

-**-*

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly Regular Rate	25.00	14.75	368.75	12,767.00
Sick Hourly Rate				448.00
Overtime Hourly Rate 1				237.17
	26.00		368.75	13,452.17
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-5.00	-275.00
Social Security Employee			-22.86	-834.03
Medicare Employee			-5.35	-195.06
CA - Withholding			0.00	-0.67
CA - Disability Employee			-3.69	-134.52
			-36.90	-1,439.28
Net Pay			331.86	12,012.89

Direct Deposit

Checking - *** 331.85

Sick

Current 0.83 0.00 18.65

YTD 0.51 48.00

Memo

Direct Deposit

Sacalamitao: 000257

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD4949			Pay Period: 09/23/2019 - 09/29/2019		Pay Date: 10/03/2019	
Employee					SSN			
LEONILA C SACALAMITAO					***-**-****			
Earnings and Hours					Direct Deposit			
	Qty	Rate	Current	YTD Amount		Amount		
Hourly Regular Rate	17.00	14.75	250.75	13,017.75	Checking - ***	331.85		
Sick Hourly Rate	8.00	14.75	118.00	566.00				
Overtime Hourly Rate 1				237.17	Sick	Accrued	Used	Available
	25.00		368.75	13,820.92	Current	0.83	8.00	11.48
					YTD	0.51	48.00	
Taxes			Current	YTD Amount	Memo			
Medicare Employee Addl Tax			0.00	0.00	Direct Deposit			
Federal Withholding			-5.00	-280.00				
Social Security Employee			-22.87	-856.90				
Medicare Employee			-5.34	-200.40				
CA - Withholding			0.00	-0.67				
CA - Disability Employee			-3.69	-138.21				
			-36.90	-1,478.18				
Net Pay			331.85	12,344.74				

Sacalamitao: 000258

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD4889		Pay Period: 09/30/2019 - 10/06/2019		Pay Date: 10/10/2019				
Employee				SSN						
LEONILA C SACALAMITAO				***-**-****						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount		
Hourly Regular Rate		25.00	14.75	368.75	13,388.50	Checking - ****		331.85		
Sick Hourly Rate					566.00	Sick				
Overtime Hourly Rate 1					237.17	Accrued		Used	Available	
		25.00		368.75	14,189.67	Current		0.83	0.00	12.32
						YTD		0.51	48.00	
Taxes				Current	YTD Amount	Memo				
Medicare Employee Addl Tax				0.00	0.00	Direct Deposit				
Federal Withholding				-5.00	-285.00					
Social Security Employee				-22.86	-879.76					
Medicare Employee				-5.35	-205.75					
CA - Withholding				0.00	-0.67					
CA - Disability Employee				-3.69	-141.90					
				-30.90	-1,513.08					
Net Pay				331.85	12,676.59					

Sacalamitao: 000259

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD4890			Pay Period: 10/07/2019 - 10/13/2019		Pay Date: 10/17/2019	
Employee					SSN			
LEONILA C SACALAMITAO					***-**-****			
Earnings and Hours					Direct Deposit			
	Qty	Rate	Current	YTD Amount				Amount
Hourly Regular Rate	25.00	14.75	368.75	13,755.25	Checking - ***			331.86
Sick Hourly Rate				568.00				
Overtime Hourly Rate 1				237.17	Sick			
	25.00		368.75	14,558.42	Accrued			Used
					Current			Available
					YTD			
Taxes					Memo			
			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00	Direct Deposit			
Federal Withholding			-5.00	-290.00				
Social Security Employee			-22.86	-902.62				
Medicare Employee			-5.35	-211.10				
CA - Withholding			0.00	-0.67				
CA - Disability Employee			-3.68	-145.58				
			-36.89	-1,549.97				
Net Pay			331.86	13,008.45				

Sacalamitao: 000260

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD5010		Pay Period: 10/14/2019 - 10/20/2019		Pay Date: 10/24/2019		
Employee				SSN				
LEONILA C SACALAMITAO				***-**-****				
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount
Hourly Regular Rate		25.00	14.75	368.75	14,124.00	Checking - ****		331.86
Sick Hourly Rate					566.00			
Overtime Hourly Rate 1					237.17			
		25.00		368.75	14,927.17	Sick		
						Accrued		
						Used		
						Available		
						Current		13.98
						YTD		
						0.83		0.00
						0.51		48.00
Taxes				Current	YTD Amount	Memo		
Medicare Employee Addl Tax				0.00	0.00	Direct Deposit		
Federal Withholding				-5.00	-295.00			
Social Security Employee				-22.86	-925.48			
Medicare Employee				-5.34	-216.44			
CA - Withholding				0.00	-0.87			
CA - Disability Employee				-3.69	-149.27			
				-36.89	-1,586.86			
Net Pay				331.86	13,340.31			

Sacalamitao: 000261

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Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD5029		Pay Period: 10/21/2019 - 10/27/2019		Pay Date: 10/31/2019	
Employee				SSN			
LEONILA C SACALAMITAO				***-**-****			
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	
Hourly Regular Rate		25.00	14.75	368.75	14,492.75	Checking - ****	
Sick Hourly Rate					566.00		
Overtime Hourly Rate 1					237.17	Sick	
		25.00		368.75	15,295.92	Accrued	
						Used	
						Available	
						Current	
						YTD	
						Memo	
						Direct Deposit	
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				-5.00	-300.00		
Social Security Employee				-22.87	-948.35		
Medicare Employee				-5.35	-221.79		
CA - Withholding				0.00	-0.67		
CA - Disability Employee				-3.69	-152.96		
				-36.91	-1,623.77		
Net Pay				331.84	13,672.16		

Sacalamitao: 000262

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub

Check number: DD5049

Pay Period: 10/28/2019 - 11/03/2019

Pay Date: 11/07/2019

Employee

SSN

LEONILA C SACALAMITAO

-**-*

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly Regular Rate	25.00	14.75	368.75	14,661.50
Sick Hourly Rate				566.00
Overtime Hourly Rate 1				237.17
	25.00		368.75	15,664.67
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-5.00	-305.00
Social Security Employee			-22.86	-971.21
Medicare Employee			-5.36	-227.14
CA - Withholding			0.00	-0.67
CA - Disability Employee			-3.69	-156.65
			-38.90	-1,660.67
Net Pay			331.85	14,004.00

Direct Deposit

Amount

Checking - ***				331.85
Sick	Accrued	Used	Available	
Current	0.83	0.00		15.65
YTD	0.51	48.00		

Memo

Direct Deposit

Sacalamitao: 000263

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD508B		Pay Period: 11/04/2019 - 11/10/2019		Pay Date: 11/14/2019	
Employee				SSN			
LEONILA C SACALAMITAO				***-**-****			
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit	
Hourly Regular Rate		25.00	14.75	368.75	16,230.25	Checking - *****	
Sick Hourly Rate					568.00		
Overtime Hourly Rate 1					237.17		
		25.00		368.75	16,033.42	Sick	
						Accrued	
						Used	
						Available	
						Current	
						YTD	
						Memo	
						Direct Deposit	
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				-5.00	-310.00		
Social Security Employee				-22.86	-994.07		
Medicare Employee				-5.34	-232.48		
CA - Withholding				0.00	-0.67		
CA - Disability Employee				-3.68	-160.33		
				-36.88	-1,697.55		
Net Pay				331.07	14,335.87		

Sacalamitao: 000264

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD5088		Pay Period: 11/11/2019 - 11/17/2019		Pay Date: 11/21/2019				
Employee				SSN						
LEONILA C SACALAMITAO				***-**-****						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount		
Hourly Regular Rate		25.00	14.75	368.75	15,599.00	Checking - ****		331.85		
Sick Hourly Rate					566.00					
Overtime Hourly Rate 1					237.17	Sick				
		25.00		368.75	16,402.17	Accrued		Used	Available	
						Current		0.83	0.00	17.32
						YTD		0.61	48.00	
Taxes				Current	YTD Amount	Memo				
Medicare Employee Addl Tax				0.00	0.00	Direct Deposit				
Federal Withholding				-5.00	-315.00					
Social Security Employee				-22.86	-1,016.93					
Medicare Employee				-5.35	-237.83					
CA - Withholding				0.00	-0.67					
CA - Disability Employee				-3.69	-164.02					
				-36.90	-1,734.46					
Net Pay				331.85	14,667.72					

Sacalamitao: 000265

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD5108		Pay Period: 11/18/2019 - 11/24/2019		Pay Date: 11/29/2019				
Employee				SSN						
LEONILA C SACALAMITAO				***-**-****						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount		
Hourly Regular Rate		25.00	14.75	368.75	16,967.75	Checking - ****		331.84		
Sick Hourly Rate					668.00					
Overtime Hourly Rate 1					237.17	Sick		Accrued	Used	Available
		25.00		368.75	16,770.92	Current		0.83	0.00	18.15
Taxes				Current	YTD Amount	YTD		0.51	48.00	
Medicare Employee Addl Tax				0.00	0.00	Memo				
Federal Withholding				-6.00	-320.00	Direct Deposit				
Social Security Employee				-22.87	-1,039.80					
Medicare Employee				-5.36	-243.18					
CA - Withholding				0.00	-0.87					
CA - Disability Employee				-3.89	-167.71					
				-38.91	-1,771.36					
Net Pay				331.84	14,999.56					

Sacalamitao: 000266

LEONILA C SACALAMITAO

Employee Pay Stub

Check number: DD5129

Pay Period: 11/25/2019 - 12/01/2019

Pay Date: 12/05/2019

Employee

S9N

LEONILA C SACALAMITAC

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Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly Regular Rate	17.00	14.75	250.75	16,218.50
Sick Hourly Rate	8.00	14.75	118.00	684.00
Overtime Hourly Rate 1				237.17
	25.00		368.75	17,139.67
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-5.00	-325.00
Social Security Employee			-22.86	-1,062.66
Medicare Employee			-5.36	-248.53
CA - Withholding			0.00	-0.87
CA - Disability Employee			-3.69	-171.40
			-36.90	-1,808.26
Net Pay			331.85	16,331.41

Direct Deposit -			Amount
Checking - ***[REDACTED]			331.85
Slek	Accrued	Used	Available
Current	0.83	8.00	10.98
YTD	0.51	48.00	

Memo

Direct Deposit

Sacalamitao: 000267

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO



Employee Pay Stub		Check number: 53808		Pay Period: 12/02/2019 - 12/08/2019		Pay Date: 12/08/2019		
Employee	SSN	Status (Fed/State)		Allowances/Extra				
LEONILA C SACALAMITAO	***-**-****	Single/Head of Household		Fed-3/0/CA-3/0				
Earnings and Hours	Qty	Rate	Current	YTD Amount	Sick	Accrued	Used	Available
Hourly Regular Rate	15.25	14.75	224.94	18,443.44	Current	0.51	0.00	11.49
Sick Hourly Rate				684.00	YTD	0.51	48.00	
Overtime Hourly Rate 1				237.17				
	15.25		224.94	17,364.61				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			0.00	-325.00				
Social Security Employee			-13.95	-1,076.61				
Medicare Employee			-3.26	-251.79				
CA - Withholding			0.00	-0.67				
CA - Disability Employee			-2.25	-173.65				
			-19.46	-1,827.72				
Net Pay			205.48	16,536.89				

SEAFOOD RANCH MARKET, Los Angeles, CA 90065, FOOD INDUSTRIES INTERNATIONAL, INC.

Powered by Intuit Payroll

Sacalamitao: 000268

EXHIBIT B

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

November 18, 2020

BY U.S. CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

FOOD INDUSTRIES INTERNATIONAL, INC.

Courtesy Of:
Orlando F. Cabanday
CABANDAY LAW GROUP
21221 South Western Avenue, Suite #208
Torrance, California 90501

AMERICAN RANCH AND SEAFOOD MARKETS, INC.

Courtesy Of:
Orlando F. Cabanday
CABANDAY LAW GROUP
21221 South Western Avenue, Suite #208
Torrance, California 90501

VIRGIL SAN JUAN SY

Agent for Service of Process
VIRGIL SAN JUAN SY
4909 CASTLE ROAD
LA CANADA FLINTRIDGE CA 91011

GENE SERRANO CHUA

Agent for Service of Process
VIRGIL SAN JUAN SY
4909 CASTLE ROAD
LA CANADA FLINTRIDGE CA 91011

**Re: Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to
FOOD INDUSTRIES INTERNATIONAL, INC., AMERICAN RANCH AND
SEAFOOD MARKETS, INC., VIRGIL SAN JUAN SY, and GENE SERRANO CHUA**

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

Dear Labor and Workforce Development Agency Representative,

We are writing on behalf of Mrs. LEONILA SACALAMITAO ("EMPLOYEE") who seeks penalties from FOOD INDUSTRIES INTERNATIONAL, INC., AMERICAN RANCH AND SEAFOOD MARKETS, INC., ("EMPLOYERS"), and VIRGIL SAN JUAN SY and GENE SERRANO CHUA ("AGENTS") on her own behalf, on behalf of the State of California, and on behalf of all others similarly situated for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2802, and 2810.5.

EMPLOYEE intends to seek civil penalties, attorney's fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 ("PAGA"). EMPLOYEE seeks relief on her own behalf, on behalf of the State of California, and on behalf of all others who were employed by EMPLOYER, each who suffered one or more Labor Code violations specifically enumerated in the Private Attorney General Act ("aggrieved employees"). This letter is sent in compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3.

Factual Background

EMPLOYERS employed EMPLOYEE as an hourly-paid, non-exempt employee at its 629 West Avenue 26, Los Angeles, California 90065 location from approximately May 11, 2015 through approximately December 6, 2019.

EMPLOYEE is informed, believes, and thereupon alleges that EMPLOYER is a California corporation, licensed to do business and doing business in California. EMPLOYER is a full-service seafood, meat, and produce grocery market. EMPLOYER have approximately three (3) locations, in Southern California.

EMPLOYEE is informed, believes, and thereupon alleges that AGENTS are officers and/or agents of the above entity. Acting in that capacity, at all relevant times AGENTS oversaw, managed, and/or was otherwise personally responsible for employee compliance with California Labor Code 558 and 558.1. This includes, but is not limited to, employee use of the "Intuit" payroll and timekeeping system and how and when hourly-paid employees would clock-in and clock-out.

EMPLOYEE is informed, believes, and thereupon alleges that at all relevant times, the above-named EMPLOYERS instituted and implemented standard practices and procedures for all hourly and/or non-exempt employees in California. This includes, but is not limited to, using the "Intuit" timekeeping and Payroll system for payroll processing, dissemination of wage statements, oversight and approval of rest breaks, meal breaks, and timekeeping.

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EMPLOYEE seeks penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees (EMPLOYEE approximates EMPLOYERS employs 50 "aggrieved employees") who worked for EMPLOYERS during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

The facts¹ of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)

California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee [records of hours worked and wages paid]... shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

California Labor Code Section 432 provides, "If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

In accordance with the process set out in Labor Code Section 226, EMPLOYEE requested, in writing by letter via certified first class mail to EMPLOYERS, and regular first class mail to EMPLOYERS' California agent for service of process, that EMPLOYERS provide her with her wage and payroll history, all documents signed by EMPLOYEE pursuant to Labor Code Section 432, and a copy of her personnel records pursuant to Labor Code Section 1198.5. Receipts indicate that the correspondence was delivered to EMPLOYERS' principal place of business.

More than 30 days passed since EMPLOYER received EMPLOYEE'S correspondence requesting documents pursuant to Labor Code Section 226 and 432, and a copy of her personnel records pursuant to Labor Code Section 1198.5, yet EMPLOYERS has not provided all of the information and/or documents requested. Namely, EMPLOYERS has refused to provide EMPLOYEE with her timesheets as required by law.

Pursuant to the foregoing, EMPLOYEE is entitled to recover a \$750 penalty pursuant to Labor Code Section 226(f), a \$750 penalty pursuant to Labor Code Section 1198.5(k), and

¹ EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

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reimbursement for costs, including attorney's fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

Violation of Labor Code 226.7 and 512(a) (Rest and Meal Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees' regular rate for each work day that a meal or rest period was not provided. Additionally, employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted thirty (30) minute meal break or pay employees an additional one (1) hour of pay at the employees' regular rate. No employer shall require an employee to work during any rest period. Rest periods are based on the total hours worked in a day, at ten (10) minutes per four (4) hours or major fraction thereof.

EMPLOYERS failed to provide EMPLOYEE and other aggrieved employees with the required rest and meal break periods. EMPLOYEE and other aggrieved employees were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEE and other aggrieved employees worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEE alleges that any purported appearance of meal and rest break compliance is because EMPLOYERS systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other aggrieved employees in an attempt to hide the aforementioned infractions. EMPLOYERS, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsifying or altering timekeeping records.

EMPLOYERS knew, or should have known, that their behavior caused EMPLOYEE and other aggrieved employees to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYER still chose not to pay meal and rest period premiums required by law.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

- (1) For any employer who employs 26 or more employees:
 - (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
 - (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
 - (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
 - (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
 - (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
 - (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.
- (2) For any employer who employs 25 or fewer employees:
 - (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
 - (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
 - (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
 - (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
 - (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
 - (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

Attached hereto as "Exhibit A" are examples of such violations.

Pages one (1) through three (3) of Exhibit A show that EMPLOYERS records indicate that EMPLOYEE worked *exactly* 25 hours for every pay period between August 26, 2019 and December 5, 2019. Such anomalies do not occur when EMPLOYERS are in fact tracking the employees' actual hours of work, but when EMPLOYERS merely records EMPLOYEE's scheduled hours of work.

As a result, EMPLOYEE was often required to work off of the clock before and after her scheduled shifts, without pay. Due to the company-wide failures of EMPLOYERS, EMPLOYEE and other aggrieved employees were also forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYERS failed to pay EMPLOYEE and other aggrieved employees minimum wage for this time and/or falsified timekeeping records to hide this fact.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

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Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to provide an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYERS knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because, EMPLOYERS failed to truthfully and accurately document, among other things, employees off-the-clock work. Accordingly, EMPLOYERS did not list the correct amount of gross or net wages earned by EMPLOYEE and other aggrieved employees.

The statements in question are deficient in many other ways, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to track sick leave, failure to list the full legal name and address of the employer, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

EMPLOYERS willfully failed to maintain accurate payroll records for EMPLOYEE and other aggrieved employees as a result of EMPLOYERS failure to accurately record employees rest breaks, meal breaks, and off-the-clock work.

EMPLOYERS failed to accurately keep records of start and stop times for meal periods and/or work shifts. EMPLOYERS failure makes it impossible for EMPLOYEE and other aggrieved employees to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

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Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 204 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

EMPLOYERS failed to pay EMPLOYEE and other aggrieved employees all wages due to them, including, but not limited to: overtime, minimum wages, split shift pay and/or reporting time pay within the statutorily required time period.

Attached hereto as "Exhibit A" are examples of such violations.

Pages one (1) through three (3) of Exhibit A show that EMPLOYERS records indicate that EMPLOYEE worked *exactly* 25 hours for every pay period between August 26, 2019 and December 5, 2019. Such anomalies do not occur when EMPLOYERS are in fact tracking the employees' actual hours of work, but when EMPLOYERS merely records EMPLOYEE's scheduled hours of work.

As a result, EMPLOYEE was often required to work off of the clock before and after her scheduled shifts, without pay.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without 72-hour notice are due all wages earned in 72 hours. Employees who resign their employment giving 72-hour notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYEE resigned from her role at EMPLOYERS on or about December, 2019.

When EMPLOYEE did receive their final paycheck from EMPLOYERS, that final paycheck was legally deficient in that it did not account for all wages earned, despite EMPLOYERS knowing that such wages were due to EMPLOYEE.

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EMPLOYERS willfully failed to timely pay EMPLOYEE and other aggrieved employees who are no longer employed by EMPLOYERS all wages earned, including, but not limited to: overtime, minimum wages, rest period premium wages, meal period premium wages, and/or accrued time off.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act)

Codified in California Labor Code section 2810.5, California's Wage Theft Protection Act requires employers to provide employees with basic information at the time of hiring and when changes occur to their employment. The Wage Theft Protection Act provides that an employee must be furnished with written notice of, at the time of hiring; rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and allowances claimed such as meal or lodging. This notice must include a statement that the employee can accrue and use sick leave, has the right to request and use paid sick leave, may not be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a complaint against any employer who does so retaliate.

EMPLOYERS hired EMPLOYEE on or about May 11, 2015, and EMPLOYEE continued to work for EMPLOYERS until on or about December 6, 2019. During that time, changes, including, but not limited to, raises, promotions, title changes, relocations, and new and additional assignments were earned by and/or assigned to EMPLOYEE. As a result of each of these, changes occurred to EMPLOYEE's employment as defined by Labor Code 2810.5(a)(1)(A)-(C) and the Wage Theft Prevention Act.

When hired and each time such changes to EMPLOYEE's employment occurred, EMPLOYERS was required to furnish documents to EMPLOYEE with such basic information and written notice of, among other things, her rate of pay (including overtime), her right to accrue and request paid sick leave, and her right to file a complaint against EMPLOYERS should they infringe upon such rights. EMPLOYERS failed to furnish EMPLOYEE and other aggrieved employees with such written notices as required.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other aggrieved employees were directed and expected to incur personal expenses on behalf of EMPLOYERS while performing their job duties. Such personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and parking expenses. EMPLOYEE and the other aggrieved employees would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYER(S) failed to indemnify EMPLOYEE and other aggrieved employees for all necessary expenditures or losses accordingly.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 246 (Notice of Paid Sick Time and Accrual)

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

EMPLOYEE failed to furnish upon EMPLOYEE, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYERS was and is an employer, and AGENTS, acting on behalf thereof, violated EMPLOYEE and other aggrieved employees' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

Conclusion

Pursuant to the foregoing, EMPLOYEE seeks remedies set forth in Labor Code section 558 for themselves, the State of California, and all other aggrieved employees. Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other aggrieved employees, and the State of California against EMPLOYER for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5, and any and all other applicable law.

If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very truly yours,

Haig B. Kazandjian Lawyers, APC



Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Kevin P. Crough, Esq.

EXHIBIT A

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD5088		Pay Period: 11/11/2019 - 11/17/2019		Pay Date: 11/21/2019				
Employee				SSN						
LEONILA C SACALAMITAO, [REDACTED]				***-**-**** [REDACTED]						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount		
Hourly Regular Rate		25.00	14.75	368.75	15,599.00	Checking - **** [REDACTED]		331.85		
Sick Hourly Rate					566.00					
Overtime Hourly Rate 1					237.17					
		25.00		368.75	16,402.17	Sick		Accrued	Used	Available
						Current		0.83	0.00	17.32
						YTD		0.51	48.00	
Taxes				Current	YTD Amount	Memo				
Medicare Employee Addl Tax				0.00	0.00	Direct Deposit				
Federal Withholding				-5.00	-315.00					
Social Security Employee				-22.86	-1,016.93					
Medicare Employee				-5.35	-237.83					
CA - Withholding				0.00	-0.87					
CA - Disability Employee				-3.89	-164.02					
				-36.90	-1,734.45					
Net Pay				331.85	14,667.72					

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO

Direct Deposit

Employee Pay Stub		Check number: DD5108		Pay Period: 11/18/2019 - 11/24/2019		Pay Date: 11/29/2019				
Employee				SSN						
LEONILA C SACALAMITAO, [REDACTED]				***-**-**** [REDACTED]						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount		
Hourly Regular Rate		25.00	14.75	368.75	15,887.75	Checking - **** [REDACTED]		331.84		
Sick Hourly Rate					568.00					
Overtime Hourly Rate 1					237.17	Sick		Accrued	Used	Available
		25.00		368.75	16,770.92	Current		0.83	0.00	18.15
						YTD		0.51	48.00	
Taxes				Current	YTD Amount	Memo				
Medicare Employee Addl Tax				0.00	0.00	Direct Deposit				
Federal Withholding				-5.00	-320.00					
Social Security Employee				-22.87	-1,039.80					
Medicare Employee				-5.36	-243.18					
CA - Withholding				0.00	-0.67					
CA - Disability Employee				-3.69	-167.71					
				-38.91	-1,771.36					
Net Pay				331.84	14,999.56					

SEAFOOD RANCH MARKET
Los Angeles, CA 90065

LEONILA C SACALAMITAO



Direct Deposit

Employee Pay Stub		Check number: DD5129		Pay Period: 11/25/2019 - 12/01/2019		Pay Date: 12/05/2019				
Employee				SSN						
LEONILA C SACALAMITAO, [REDACTED]				***-**-**** [REDACTED]						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount		
Hourly Regular Rate		17.00	14.75	250.75	18,218.50	Checking - **** [REDACTED]		331.85		
Sick Hourly Rate		8.00	14.75	118.00	684.00	Sick				
Overtime Hourly Rate 1					237.17	Accrued		Used	Available	
		25.00		368.75	17,139.67	Current		0.83	8.00	10.98
						YTD		0.51	48.00	
Taxes				Current	YTD Amount	Memo				
Medicare Employee Addl Tax				0.00	0.00	Direct Deposit				
Federal Withholding				-5.00	-325.00					
Social Security Employee				-22.88	-1,062.68					
Medicare Employee				-5.35	-248.53					
CA - Withholding				0.00	-0.87					
CA - Disability Employee				-3.69	-171.40					
				-36.90	-1,808.26					
Net Pay				331.85	16,331.41					

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 970, Glendale, California 91203.

On October 4, 2021, I served the foregoing document(s) described as: **SECOND AMENDED COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.** by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SEE ATTACHED SERVICE LIST

☐ **BY PERSONAL DELIVERY:** I caused a copy of the document to be delivered personally to the individual(s) named in the attached service list.

☐ **BY OVERNIGHT DELIVERY:** I enclosed the above-listed document(s) in an envelope or package provided by an overnight delivery carrier and addressed it to the referenced in attached service list. I placed the envelope or package for collection and overnight delivery at an area regularly utilized by said delivery carrier.

☐ **BY U.S. MAIL:** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our firm's ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. Under that practice, the correspondence is deposited with the United States Postal Service, with postage fully prepaid, on the same day in the ordinary course of business.

☒ **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from **melisaf@hbklawyers.com** to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

☐ **BY FAX TRANSMISSION:** I transmitted the foregoing document(s) by facsimile transmission from 818-696-2307 to the facsimile numbers indicated on the attached mailing list. The transmission was reported as complete and without error on the transmission report, which was properly issued by the transmitting facsimile machine and, pursuant to Rule 2.306(h)(4), a copy of which is attached to the original of this proof of service.

☒ (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 4, 2021, at Glendale, California.

/s/ Melisa Flores

Melisa Flores

SERVICE LIST

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