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

FILED
Superior Court of California
County of Los Angeles

04/06/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Guzman Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES– STANLEY MOSK COURTHOUSE**

LEONILA SACALAMITAO, an individual, on)
behalf of herself and all other aggrieved)
employees)

Plaintiff,

vs.

FOOD INDUSTRIES INTERNATIONAL,)
INC. DBA SEAFOOD RANCH MARKET;)
AMERICAN RANCH AND SEAFOOD)
MARKETS, INC.; GENE SERRANO CHUA;)
VIRGIL SAN JUAN SY; and DOES 3 through)
100, inclusive, Defendants.)

Case No. 20STCV41964

*[Assigned for all purposes to Honorable
Kristin S. Escalante, Dept. 24]*

**THIRD AMENDED COMPLAINT
FOR ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.**

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

Complaint Filed: November 2, 2020 Trial
Date: April 6, 2026

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

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

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

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

5. Representative Plaintiff is unaware of the true names and capacities, whether corporate or individual, or otherwise, of Defendants named as DOES 3 through 100, inclusive.

Pursuant to California Code of Civil Procedure section 474, Representative Plaintiff will seek leave of court to amend this complaint to state said defendants' true names and capacities when 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

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

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

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

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

22 21. Defendants wage statements listed the incorrect rates of pay and earnings. Thus,
23 the total earnings and the overtime hours listed on the employee’s pay stubs are incorrect. The
24 number of hours that the employees actually spent working for the Companies that is listed on
25 the wage statement is also incorrect because of the Companies’ failure to record and compensate
26 its employees for all of the time that they are under its control, including, but not limited to, time
27 that they spend complying with the Companies’ required “working lunches” and off-the-clock
28

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Representative Plaintiff filed a PAGA Notice 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.

28. Representative Plaintiff filed a second PAGA 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)

29. 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.

30. 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.

31. Whenever the LWDA, or any of its departments, divisions, commissions, boards,

1 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
2 authorized to exercise the same discretion, subject to the same limitations and conditions, to
3 assess a civil penalty.

4 15. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
5 employees” within the meaning of California Labor Code Section 2699 (c) as they are all
6 current or former employees of Defendants, and one or more of the alleged violations was
7 committed against them. As a further result of DEFENDANTS unlawful acts,
8 REPRESENTATIVE PLAINTIFF and All Other Aggrieved Employees are entitled to
9 \$22,886,400.00 as set forth below, in Representative PAGA penalties and \$2,288,640.00 in
10 interest, in addition to reasonable attorneys’ fees and costs pursuant to California Labor Code
11 sections 210, 218.5 and 2699 and any other applicable statute.

12 **Failure to Pay Overtime**

13 32. Defendants failed to pay its aggrieved employees’ overtime in accordance
14 with California law when they worked in excess of eight (8) hours in a day and/or 40
15 hours within a workweek. Defendants also failed to pay its aggrieved employees’ double
16 time in accordance with California law when they worked in excess of 12 hours in a
17 workday. REPRESENTATIVE PLAINTIFF and All Other Aggrieved Employees are
18 entitled to the penalties calculated at \$100 per pay period per employee (96 total
19 employees disclosed in Belaire West Notice Process) for initial and subsequent
20 violations, assuming 100% violation rate at one violation per pay period for the 28,608
21 pay periods (assuming all 96 employees remained employed during the entire statutory
22 time period of August 25, 2019 through the present- 298 weekly pay periods multiplied
23 by 96 employees = 28,608), totaling \$2,860,800.00 (\$100 penalty x 28,608 pay periods)
24 in penalties owed by Defendants under PAGA for failure to pay overtime.

25 **Failure to Provide Meal Periods**

26 33. Defendants’ failure to provide legally required meal periods to Plaintiff and the
27 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
28 activity prohibited by California Labor Code sections 226.7, 512(a), 1198, and the applicable

Wage Orders. REPRESENTATIVE PLAINTIFF and All Other Aggrieved Employees are entitled to the penalties calculated at \$100 per pay period per employee (96 total employees disclosed in Belaire West Notice Process) for initial and subsequent violations, assuming 100% violation rate at one violation per pay period for the 28,608 pay periods (assuming all 96 employees remained employed during the entire statutory time period of August 25, 2019 through the present- 298 weekly pay periods multiplied by 96 employees = 28,608), totaling \$2,860,800.00 (\$100 penalty x 28,608 pay periods) in penalties owed by Defendants under PAGA for Failure to Provide Meal Periods.

Failure to Provide Rest Periods

34. 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. REPRESENTATIVE PLAINTIFF and All Other Aggrieved Employees are entitled to the penalties calculated at \$100 per pay period per employee (96 total employees disclosed in Belaire West Notice Process) for initial and subsequent violations, assuming 100% violation rate at one violation per pay period for the 28,608 pay periods (assuming all 96 employees remained employed during the entire statutory time period of August 25, 2019 through the present- 298 weekly pay periods multiplied by 96 employees = 28,608), totaling \$2,860,800.00 (\$100 penalty x 28,608 pay periods) in penalties owed by Defendants under PAGA for Failure to Provide Rest Periods.

Failure to Pay Minimum Wages

35. 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. REPRESENTATIVE PLAINTIFF and All Other Aggrieved Employees are entitled to the penalties calculated at \$100 per pay period per employee (96 total employees disclosed in Belaire West Notice Process) for initial and subsequent violations, assuming 100% violation rate at one violation per pay period for the 28,608 pay periods (assuming all 96 employees remained

employed during the entire statutory time period of August 25, 2019 through the present- 298 weekly pay periods multiplied by 96 employees = 28,608), totaling \$2,860,800.00 (\$100 penalty x 28,608 pay periods) in penalties owed by Defendants under PAGA for minimum wage violations.

Failure to Keep Accurate and Provide Itemized Wage Statements

36. 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 Timely Pay Wages During Employment

37. 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. REPRESENTATIVE PLAINTIFF and All Other Aggrieved Employees are entitled to the penalties calculated at \$100 per pay period per employee (96 total employees disclosed in Belaire West Notice Process) for initial and subsequent violations, assuming 100% violation rate at one violation per pay period for the 28,608 pay periods (assuming all 96 employees remained employed during the entire statutory time period of August 25, 2019 through the present- 298 weekly pay periods multiplied by 96 employees = 28,608), totaling \$2,860,800.00 (\$100 penalty x 28,608 pay periods) in penalties owed by Defendants under PAGA for Failure to Timely Pay Wages During Employment.

Failure to Timely Pay Wages Upon Termination

38. 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

39. 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). REPRESENTATIVE PLAINTIFF and All Other Aggrieved Employees are entitled to the penalties calculated at \$100 per pay period per employee (96 total employees disclosed in Belaire West Notice Process) for initial and subsequent violations, assuming 100% violation rate at one violation per pay period for the 28,608 pay periods (assuming all 96 employees remained employed during the entire statutory time period of August 25, 2019 through the present- 298 weekly pay periods multiplied by 96 employees = 28,608), totaling \$2,860,800.00 (\$100 penalty x 28,608 pay periods) in penalties owed by Defendants under PAGA for violation of the Wage Theft Prevention Act.

Failure to Reimburse Necessary Business-Related Expenses and Costs

40. 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. REPRESENTATIVE PLAINTIFF and All Other Aggrieved Employees are entitled to the penalties calculated at \$100 per pay period per employee (96 total employees disclosed in Belaire West Notice Process) for initial and subsequent violations, assuming 100% violation rate at one violation per pay period for the 28,608 pay periods (assuming all 96 employees remained employed during the entire statutory time period of August 25, 2019 through the present- 298 weekly pay periods multiplied by 96 employees = 28,608), totaling \$2,860,800.00 (\$100 penalty x 28,608 pay periods) in penalties owed by Defendants under PAGA for Failure to Reimburse Necessary Business-Related Expenses and Costs

Failure to Provide Notice of Paid Sick Time and Accrual

41. 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. REPRESENTATIVE PLAINTIFF and All Other Aggrieved Employees are entitled to the penalties calculated at \$100 per pay period per employee (96 total employees disclosed in Belaire West Notice Process) for initial and subsequent violations, assuming 100% violation rate at one violation per pay period for the 28,608 pay periods (assuming all 96 employees remained employed during the entire statutory time period of August 25, 2019 through the present- 298 weekly pay periods multiplied by 96 employees = 28,608), totaling \$2,860,800.00 (\$100 penalty x 28,608 pay periods) in penalties owed by Defendants under PAGA for failure to provide notice of sick time accrual.

42. 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.

43. 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.

44. 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 she seeks to represent request relief as described below:

PRAYER

THEREFORE, RESENTATIVE PLAINTIFF and All Other Aggrieved Employees pray 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 in the amount of \$345,678.12;
2. Representative penalties under PAGA in the amount of \$22,886.400.00;
3. For an award of costs, and reasonable attorney's fees pursuant to the California Labor Code;
4. For prejudgment interest pursuant in the amount of \$2,286,640.00;
5. For such other and further relief as the Court deems just and proper.

Dated: April 6, 2026

HAIG B. KAZANDJIAN LAWYERS, APC

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By: Elen Sahakyan
Haig B. Kazandjian, Esq.,
Cathy Gonzalez, Esq.,
Elen Sahakyan, Esq.
Attorneys for Plaintiff LEONILA
SACALAMITAO on behalf of herself and
all others similarly situated

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 1015, Glendale, California 91203.

On April 6, 2026, I served the foregoing document(s) described as:

THIRD AMENDED COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.

on the interested parties in this action by method indicated below:

ORLANDO F. CABANDAY
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Attorneys for Defendants,
FOOD INDUSTRIES INTERNATIONAL,
INC. DBA SEAFOOD RANCH MARKET;
AMERICAN RANCH AND SEAFOOD
MARKETS, INC.;
GENE SERRANO CHUA;
VIRGIL SAN JUAN SY

[X] **BY ELECTRONIC SERVICE:** Based on a court order or agreement by the parties to accept service by e-mail or electronic transmission, I transmitted the foregoing document(s) by electronic mail from osbaldo@hbklawyers.com to the electronic mail addresses indicated on the mailing list. The transmission was reported as complete and without error.

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

Executed on April 6, 2026, at Glendale, California.

/s/ Osbaldo Bautista
Osbaldo Bautista