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Attorneys for Plaintiffs

ANIBAL MEJIAS, on behalf of himself and those similarly situated,

Plaintiff,

vs.

GOYA FOODS, INC., ROBERT I. UNANUE, FRANCISCO R. UNANUE, JOSEPH PEREZ, PETER UNANUE, DAVID KINKELA, REBECCA RODRIGUEZ, CARLOS G. ORTIZ, MIGUEL A LUGO, JR., CONRAD COLON, JOHN DOES 1 - 10 (said names being fictitious, real names unknown), ABC COMPANIES 1 - 10 (said names being fictitious, real names unknown),

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – MERCER COUNTY

Docket Number: MER-L-

CIVIL ACTION

COMPLAINT WITH JURY DEMAND

INDIVIDUAL AND CLASS ACTION COMPLAINT

Plaintiff, **ANIBAL MEJIAS** (hereinafter “Plaintiff”), on behalf of himself and those similarly situated, by and through the undersigned counsel, hereby complains as follows against Defendants **GOYA FOODS, INC.**, (“Goya”), **ROBERT I. UNANUE, FRANCISCO R. UNANUE, JOSEPH PEREZ, PETER UNANUE, DAVID KINKELA, REBECCA RODRIGUEZ, CARLOS G. ORTIZ, MIGUEL A LUGO, JR., CONRAD COLON, JOHN DOES 1-10** (said names being fictitious, real names unknown), and **ABC COMPANIES 1-10**

(said names being fictitious, real names unknown), (hereinafter collectively referred to as “Defendants”).

INTRODUCTION

1. Plaintiff brings this action to redress Defendants’ violations of the New Jersey Wage Payment Law (hereinafter “NJWPL”), N.J.S.A. 34:11-4.1, et seq., the New Jersey Civil RICO Act, N.J.S.A. 2C:41-1, et seq., and the common law of New Jersey.

2. Plaintiff asserts Defendants unlawfully designated Plaintiff and those similarly situated to him as independent contractors and Defendants used that improper classification to unlawfully deduct wages from their pay. Specifically, Defendants unlawfully withheld wages from Plaintiff and those similarly situated by deducting costs and fees associated with drivers’ leasing of vehicles, for fuel and maintenance costs, insurance, trailer rentals and other equipment, administrative fees, returned and damaged products, and other deductions not allowed by governing law. These wage deductions violate the New Jersey Wage Payment Law (hereinafter “NJWPL”), N.J.S.A. 34:11-4.1, et seq., the New Jersey Civil RICO Act, N.J.S.A. 2C:41-1, et seq. and the common law of New Jersey.

3. As a result of Defendants’ unlawful actions, Plaintiff and those similarly situated are owed wages and other damages.

PARTIES

4. Plaintiff, Mr. ANIBAL Mejias, is an adult individual residing at 4408 North 6th Street, Philadelphia, PA 10140. Plaintiff was an employee of Defendant Goya working as a truck driver in the State of South Carolina from in or around May 2018 until on or about May 2019.

5. Plaintiff signed a form agreement labeled Independent Contractor’s Service Agreement dated May 2018 (the “Agreement”).

6. Defendants told Plaintiff they utilized the Agreement as a standard independent contractor agreement for truck drivers with the common policies and practices at issue in this action. The Agreement is used to misclassify employees as independent contractors when in fact they are not independent contractors in practice.

7. The Agreement purports to cover the terms and conditions of Plaintiff's employment and, upon information and belief, is the same in all material respects set forth in this Complaint as agreements executed by other misclassified truck drivers.

8. Defendant Goya is a company doing business in New Jersey and throughout the United States manufacturing and selling and delivering food products under the Goya brand name.

9. Defendant Goya has its principal place of business located at 350 County Road, in the City of Jersey City, in the State of New Jersey and has multiple facilities throughout the United States.

10. Defendant Goya is an employer of Plaintiff, as defined by the NJWPL.

11. Defendant, Robert I. Unanue is an adult individual and an officer of Defendant Goya.

12. Defendant, Francisco R. Unanue is an adult individual and an officer of Defendant Goya.

13. Defendant, Joseph Perez is an adult individual and an officer of Defendant Goya.

14. Defendant, Peter Unanue is an adult individual and an officer of Defendant Goya.

15. Defendant, David Kinkela is an adult individual and an officer of Defendant Goya.

16. Defendant, Rebecca Rodriguez is an adult individual and an officer of Defendant Goya.

17. Defendant, Carlos G. Ortiz is an adult individual and an officer of Defendant Goya.

18. Defendant, Miguel A. Lugo, Jr. is an adult individual and an officer of Defendant Goya.

19. Defendant, Conrad Colon is an adult individual and an officer of Defendant Goya.

20. Defendant John Does 1-10 (said names being fictitious, real names unknown) are all unknown employees of Goya Foods., Inc. are additional officers and owners of Defendant Goya.

21. Defendant ABC Companies 1-10 (said names being fictitious, real names unknown) are all unknown business entities associated with Defendant who employ truck drivers delivering Goya products as independent contractors or owner operators.

22. At all times relevant herein, Defendants acted by and through their agents, servants, and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for Defendants.

JURISDICTION AND VENUE

23. This Court has jurisdiction over this matter as the Agreement has a choice of law and choice of venue provision designating New Jersey law as the governing law and New Jersey as the venue for any litigation between the parties. Specifically, the Agreement states in Section 12:

(e) New Jersey Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey both as to interpretation and performance,

without regard to New Jersey's conflict-of-law rules, and any dispute arising under this Agreement or relating to the relationship created by this Agreement shall be subject to the exclusive jurisdiction of the federal or state courts of New Jersey.

24. This Court has personal jurisdiction over Defendants as they conduct substantial business in New Jersey and their principal place of business is located in New Jersey.

25. Venue is proper in Mercer County under R. 4:3-2(b) as Defendants conduct substantial business throughout Mercer County and Defendant Goya's registered agent is located in Mercer County.

CLASS ACTION ALLEGATIONS

26. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

27. Pursuant to Rule 4:32 of the New Jersey Rules of Civil Procedure, Plaintiff brings his claim for relief to redress Defendants' violations of the NJWPL, the NJRICO, and the common law of New Jersey on behalf of himself and those similarly situated.

28. Defendant misclassified Plaintiff and all those similarly situated as independent contractors instead of employees under the standard articulated pursuant to the New Jersey Wage Payment Law, N.J.S.A. 34:114.1 et seq., and New Jersey Supreme Court precedent.

29. Plaintiff seeks to represent a class of all those similarly situated who worked or work for Defendants as truck drivers and who were subject to the unlawful policies of Defendants within the past six (6) years.

30. Defendant Goya employs truck drivers throughout the United States and utilizes the independent contractor or owner operator classification regularly to satisfy its delivery needs, as further pled herein.

31. Due to Defendant Goya using this classification of truck drivers under an Agreement with a New Jersey choice of law and venue provision and the drivers being scattered across the United States, it is impracticable to bring or join individual claims. The members within the Class are scattered throughout the United States and so numerous that joinder of all members is impractical in satisfaction of New Jersey Court Rule 4:32-1(a)(1).

32. Plaintiff does not know the exact size of the class, as such information is in the exclusive control of Defendants.

33. Plaintiff seeks to certify the following classes defined as:

All truck drivers of Defendants who were designated as independent contractors or owner operators and from whom Defendants unlawfully withheld wages from by deducting costs and fees associates with drivers' leasing vehicles, for fuel and maintenance costs, insurance, trailer rentals and other equipment, administrative fees, returned and damages products, and other deductions not allowed by governing law. To the extent revealed by discovery and investigation, there may be additional appropriate classes and/or subclasses from the above class definition which is broader and/or narrower in time or scope.

34. Excluded from the Class are Defendants' officers, directors, agents, employees and members of their immediate families; and the judicial officers to whom this case is assigned, their staff, and the members of their immediate families.

35. There are common questions of law and fact that affect the rights of every member of the Class, and the types of relief sought are common to every member of the respective Class. The same conduct by Defendants has injured each respective Class Member. Common questions of law and/or fact common to the respective Classes include, but are not limited to:

- a. Whether Defendants improperly classified its independent contractor truck drivers;
- b. Whether Defendants unlawfully deducted wages from the Class Members through this misclassification scheme;

- c. Whether Defendants breached the Agreement with Class Members by maintaining wage deduction clauses in violation of public policy under the governing law of said Agreements.

36. These questions of law and/or fact are common to the Class and predominate over any questions affecting only individual class members.

37. The claims of Plaintiff are typical of the claims of their respective Class as required by New Jersey Court Rule 4:32-1(a)(3), in that all claims are based upon the same factual and legal theories. It is the same conduct by each Defendant that has injured each member of the Class.

38. Plaintiff will fairly and adequately represent and protect the interests of the Class, as required by New Jersey Court Rule 4:32-1(a)(4). Plaintiff will fairly and adequately protect the interests of the those similarly situated because Plaintiff's interests are coincident with, and not antagonistic to, those of the Class.

39. Plaintiffs have retained counsel with substantial experience in the handling of wage and hour class actions in New Jersey. Plaintiffs and their counsel are committed to the vigorous prosecution of this action on behalf of the classes and have the financial resources to do so. Neither Plaintiff nor counsel has any interest adverse to those of the Class.

40. Plaintiff's claims are typical of the claims of the those similarly situated because Plaintiff, like all those similarly situated, were/are employees of the Defendants under common policies and practices who were, within the last six (6) years, misclassified as independent contractors and from whom Defendants unlawfully deducted wages from their pay.

41. Class certification is appropriate pursuant to New Jersey Court Rule 4:32-1(b)(1) because the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications that would establish incompatible standards of

conduct for Defendants and/or because adjudications respecting individual members of the Class would, as a practical matter, be dispositive of the interests of the other members or would risk substantially impairing or impeding their ability to prosecute their interests.

42. A class action is superior to other available methods for the fair and efficient adjudication of the controversy under New Jersey Court Rule 4:32-1(b)(3).

43. Absent a class action, most members of the Class likely would find the cost of litigating their claims to be prohibitive, and will have no effective remedy at law, especially due to Defendants' use of a broad choice of law and venue provision thereby making it very difficult for individual class members to even seek redress.

44. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants and promotes consistency and efficiency of adjudication.

45. Maintenance of this action as a class action is a fair and efficient method for adjudication of this controversy. It would be impracticable and undesirable for each member of each putative class who has suffered harm to bring a separate action. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all putative class members.

46. Class certification is also appropriate because this Court can designate particular claims or issues for class-wide treatment and may designate one or more subclasses pursuant to New Jersey Court Rule 4:32-2(d).

47. No unusual difficulties are likely to be encountered in the management of this action as a class action.

FACTUAL BACKGROUND

48. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

49. Goya owns and operates approximately 14 U.S. distribution centers throughout the United States.

50. Goya ships its products to different grocery stores throughout the United States, many of them located in the State of New Jersey, for retail sale. In areas where it doesn't have a physical presence, it works with third-party distributors but otherwise it ships directly to retailers.

51. Goya employs more than 4,000 workers worldwide.

52. More than 500 Goya salespeople regularly visit stores and take orders and merchandise Goya Foods, Inc. products for retail sale throughout the United States. When a Goya salesperson visits a store, they place an order on their handheld devices, and these orders are processed overnight for next-day delivery. Sales Orders are picked, loaded, and delivered to stores on a next-day basis.

53. Goya delivers straight to its customers' stores, which range from big box retailers to neighborhood bodegas. Goya uses both traditional w-2 employees and it designates some truck driver employees as alleged independent contractors, also known as owner operators, to make its deliveries. Upon information and belief, Goya uses approximately 190 truck drivers for its delivery operations.

54. All orders are filled from inventory in distribution centers and delivered by Goya by truck driver Goya hires. The Goya truck drivers, such as the Plaintiff, are misclassified as owner operators/independent contractors but in reality are employees of Goya.

55. Truck driver delivery employees such as the Plaintiff are an integral part of Goya's business model.

56. Truck driver delivery employees are not performing activities outside Goya's normal course of business or even outside its normal place of business as goods are produced and shipped directly to customers via an integrated chain of commerce. Goods are not distributed to a third-party site for delivery but rather flow continuously from Goya to the customers.

57. Goya's truck drivers such as Plaintiff and those similarly situated make multiple direct customer stops per day, which are exclusively directed by Goya via delivery tickets, and these employees do not deliver to other customers. Goya knows this due to the volume of product and number of stops it assigns to each misclassified driver.

58. Goya's truck drivers are provided a loaded trailer each night with delivery instructions with quantities and locations and truck drivers exercise no meaningful control over their deliveries.

59. Goya provided Plaintiff and those similarly situated an XRS handheld device to plug into the trucks to track location, hours and mileage. These devices generate DOT required reports that a true independent contractor would be required to supply independent of the company provided device. Upon information and belief, these same devices were also used for traditional w-2 truck driving employees.

60. Plaintiff and those similarly situated did not utilize vehicles for other clients.

61. Goya maintained a dispatcher who directed and controlled deliveries and the truck drivers at all times and who would regularly communicate with Plaintiff and those similarly situated. Upon information and belief, the same dispatcher dispatched traditional w-2 truck drivers and the employees mis-designated as independent contractor truck drivers like Plaintiff.

62. Plaintiff and those similarly situated were even required to get pre-approval for days off via the dispatcher.

63. During Plaintiff's employment, Goya required Plaintiff to return his truck to a trucking yard each day, and his vehicle would be fueled and loaded over night for next day deliveries, with written instructions what and where to deliver.

64. Defendants attempted designation of drivers as independent contractors was a fraudulent fiction to hide the true employee status of these workers. Indeed, Defendants directed and controlled important aspects of their employment including deliveries and their schedule of work yet Defendants deducted money normally considered business expenses from the drivers' weekly paychecks ostensibly for payment for the truck leases and other costs and fees associated with deliveries of their product.

65. Defendants denied Plaintiff and those similarly situated other benefits such as paid time off, vacation pay, holiday pay and similar compensation benefits due to employees.

66. Defendants paid Plaintiff and those similarly situated "commissions," which were based upon a percentage of delivered product assigned and provided to them to deliver each day.

67. Incentive pay was also given to Plaintiff and those similarly situated so long as the total amount of returns from a given day did not exceed a certain percentage of the product actually delivered.

68. Defendants, however, required Plaintiff and those similarly situated to pay for normal business expenses and costs that Defendants should have been paying.

69. The Agreement states: "[Plaintiff] Contractor shall be responsible for paying all operating expenses and costs of operating the Equipment, including all expenses for fuel, oil, and repairs to the Equipment;"

70. The Agreement further created an unlawful "Reserve" account to secure its interests. The Agreement specifically states: "[Plaintiff] Contractor authorizes Carrier to deduct ten (10%) percent of Contractor's weekly commissions due Contractor from Carrier [Defendant

Goya] under Section 3 of the Agreement (the "Reserve"). Carrier shall deposit the Reserve in an interest bearing account at such rates as Carrier, in its sole discretion, may secure from time to time for credit to Contractor. Interest shall accrue weekly and be calculated on the closing balance of the Reserve at the end of the week. From time to time, Contractor may (1) elect to discontinue further deductions at anytime provided the Reserve has a minimum balance of Four Thousand (\$4,000) Dollars and (2) request the disbursement to Contractor of any excess over Four Thousand (\$4,000) Dollars. Within seventy-five (75) days of the termination of the Agreement (or as soon as practicable thereafter) Carrier will pay to Contractor, after deducting all amounts due and owing Carrier under the Agreement, the balance of any monies held in the Reserve.”

71. These deductions were itemized in each pay period (weekly) in the drivers’ “Driver Commission Report” and the “Driver Commission Statement.”

72. Defendants unlawfully deducted from Plaintiff’s paycheck, each week, the following:

- a. \$125.00 for trailer rental;
- b. \$150.00 for truck insurance;
- c. \$23.94 for Helpers Workmen’s Compensation insurance;
- d. \$580.73 for truck lease;
- e. \$250.00 for equipment;
- f. Fuel costs averaging approximately \$400.00 - \$500.00;
- g. A \$2.50 for “professional fee” to administer the unlawful deductions;
- h. Approximately \$276.64 to maintain the “Reserve” account in case Plaintiff could not work

and pay the fees Defendants required; and,

- i. Rejected goods at the time of delivery or Returns and damaged goods that were previously delivered by the Plaintiff.

73. The Agreement, the general policies and practices, the commission reports and statements, and the amounts identified above are representative of the proposed Class.

FIRST COUNT
Violations of the New Jersey Wage Payment Law
(Unlawful Deductions – ALL DEFENDANTS)

74. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

75. At all times relevant herein, Defendants stand/stood in an Employer/Employee relationship with the Plaintiff and those similarly situated.

76. At all times relevant herein, Defendants are/were responsible for paying wages to Plaintiff and those similarly situated.

77. Defendants violated the NJWPL by withholding wages for illegal deductions from Plaintiff's and those similarly situated.

78. As a result of Defendants' uniform policies and practices described above, Plaintiff was illegally deprived of regular wages earned, in such amounts to be determined at trial, and is entitled to recovery of such total unpaid amounts, pre and post-judgment interest, and other compensation pursuant to N.J.S.A. 34:11-4.1 et seq.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

- a) Defendants are to be prohibited from continuing to maintain their policies, practices, or customs in violation of the state laws and principles of equity;
- b) Defendants are to compensate, reimburse, and make Plaintiff and those similarly situated whole for any and all pay and benefits they would have received had it not been for Defendants' illegal actions, including, but not limited to, lost past earnings. Plaintiff and those similarly situated should be accorded those benefits illegally withheld by Defendants;

- c) A declaratory judgment that Defendants' wage practices alleged herein violate the New Jersey Wage Payment Law ("NJWPL"), N.J.S.A. 34:11-4.1 et seq.; An Order for injunctive relief ordering Defendants to comply with the NJWPL and end all of the illegal wage practices alleged herein;
- d) An Order certifying this action as a Class Action, designating the lead Plaintiff ANIBAL MEJIAS as Class representative and the undersigned counsel as Class Counsel;
- e) Judgment for damages for all unpaid regular wages to which Plaintiff and members of the Class are lawfully entitled under the NJWPL, N.J.S.A. 34:11-4.1 et seq.;
- f) Incentive Award for the lead Plaintiff;
- g) An Order directing Defendants to pay Plaintiff and members of the putative Class pre and post-judgment interest, reasonable attorney's fees and all costs connected with this action; and,
- h) Any and all other equitable relief which this Court deems fit.

SECOND COUNT
BREACH OF CONTRACT
(Failure to Pay Wages Due - DEFENDANT GOYA FOODS)

79. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

80. By misclassifying Plaintiff and those similarly situated as independent contractors and by unlawfully requiring Plaintiff and those similarly situated to pay for costs and for the returns of unwanted or damaged goods, Defendants breached the Agreement because such deductions are against New Jersey public policy and hence were unenforceable agreements deducting monies owed to Plaintiff and those similarly situated.

81. As a result, Defendants breached their contract with Plaintiff and those similarly situated by deducting wages pursuant to clauses in the Agreement that were are unenforceable a in violation of New Jersey public policy as set forth in the NJWPL.

82. Plaintiff and those similarly situated have suffered damages and the monies improperly deducted under the Agreement must be returned to Plaintiff and those similarly situated as void against public policy.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

- a) Defendants are to be prohibited from continuing to maintain their policies, practices, or customs in violation of the state laws and principles of equity;
- b) Defendants are to compensate, reimburse, and make Plaintiff and those similarly situated whole for any and all pay and benefits they would have received had it not been for Defendants' illegal actions, including, but not limited to, lost past earnings. Plaintiff and those similarly situated should be accorded those benefits illegally withheld by Defendants;
- c) An Order certifying this action as a Class Action, designating the lead Plaintiff ANIBAL MEJIAS as Class representative and the undersigned counsel as Class Counsel;
- d) Incentive Award for the lead Plaintiff;
- e) An Order directing Defendants to pay Plaintiff and members of the putative Class pre and post-judgment interest, reasonable attorney's fees and all costs connected with this action; and,
- f) Any and all other equitable relief which this Court deems fit.

THIRD COUNT
NJRICO
(ALL DEFENDANTS)

83. The foregoing paragraphs are incorporated herein.

84. Defendants are a group of persons associated for the common purpose of carrying out the fraudulent scheme described in this Complaint; as a result, Defendants and their officers, agents, and employees constitute an enterprise within the meaning of RICO.

85. During all relevant times this enterprise was engaged in and its activities affected trade and commerce.

86. The enterprise had a pattern of racketeering activity consisting of the commission of continuing acts of mail and wire fraud as described in this Complaint.

87. Defendants conspired to defraud Plaintiff and those similarly situated to mislead them to believe they were independent contractors.

88. In doing so, Defendants created a contract with weekly unlawful deductions from wages as set forth, including for return of their goods, which were occurred in relation to deliveries. Defendants did this, in part, to avoid paying taxes and to avoid liability to third parties.

89. The scheme is fraudulent in nature and required weekly acts of mail fraud and theft of wages to accomplish by transferring money labeled as commission but not wages for the purpose of avoiding subsidiary taxation to the enterprise, and for the purpose of avoiding paying other emoluments of employment by the enterprise. In effectuating these predicate acts, Defendants used both the mail and wires for the purpose of executing this scheme in violation of 18 U.S.C. §§ 1341 and 1343.

90. Defendants even created an unlawful "Reserve" account to secure any monies they unlawfully required Plaintiff and those similarly situated to pay .

91. Defendants also misrepresented to Plaintiff and those similarly situated that it deducted money(s) for a lawful purpose when it withheld wages when in fact all such wages were withheld solely to benefit Defendants and not for any legal purpose.

92. Defendants used their enterprise and a weekly pattern of unlawful predicates acts to accomplish depriving Plaintiff and those similarly situated of wages owed to them in violation of the New Jersey Civil RICO Act, N.J.S.A. 2C:41-1, et seq.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

- a) Defendants are to be prohibited from continuing to maintain their policies, practices, or customs in violation of the state laws and principles of equity;
- b) Defendants are to compensate, reimburse, and make Plaintiff and those similarly situated whole for any and all pay and benefits they would have received had it not been for Defendants' illegal actions, including, but not limited to, lost past earnings. Plaintiff and those similarly situated should be accorded those benefits illegally withheld by Defendants;
- c) Treble and other damages as allowed for by statute;
- d) An Order certifying this action as a Class Action, designating the lead Plaintiff ANIBAL MEJIAS as Class representative and the undersigned counsel as Class Counsel;
- e) Incentive Award for the lead Plaintiff;
- f) An Order directing Defendants to pay Plaintiff and members of the putative Class pre and post-judgment interest, reasonable attorney's fees and all costs connected with this action; and,
- g) Any and all other equitable relief which this Court deems fit.

FOURTH COUNT
Unjust Enrichment
(Failure to Pay Wages Due – DEFENDANT GOYA FOODS)

93. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

94. By misclassifying Plaintiff and Those similarly situated as independent contractors and by unlawfully requiring Plaintiff and those similarly situated to pay for returned or damaged goods that were previously delivered.

95. Defendants also withheld money for return or damaged goods previously delivered, which is not provided for anywhere in the Agreement, which unjustly enriched the Defendants.

96. As a result of Defendants' conduct, Plaintiff and those similarly situated have suffered damages and the improperly withhold monies should be returned.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

- a) Defendants are to be prohibited from continuing to maintain their policies, practices, or customs in violation of the state laws and principles of equity;
- b) Defendants are to compensate, reimburse, and make Plaintiff and those similarly situated whole for any and all pay and benefits they would have received had it not been for Defendants' illegal actions, including, but not limited to, lost past earnings. Plaintiff and those similarly situated should be accorded those benefits illegally withheld by Defendants;
- c) An Order certifying this action as a Class Action, designating the lead Plaintiff ANIBAL MEJIAS as Class representative and the undersigned counsel as Class Counsel;
- d) Incentive Award for the lead Plaintiff;

- e) An Order directing Defendants to pay Plaintiff and members of the putative Class pre and post-judgment interest, reasonable attorney's fees and all costs connected with this action; and,
- f) Any and all other equitable relief which this Court deems fit.

JURY DEMAND

Plaintiff hereby demands trial by jury on all issues.

NOTICE OF DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to the Rules of the Court, John M. Vlasac, Jr., Esq. and David E. Cassidy, Esq. are hereby designated as trial counsel of the within matter.

DEMAND TO PRESERVE EVIDENCE

All Defendants are hereby directed to preserve all physical and electronic information pertaining in any way to Plaintiffs' and Those similarly situated' employment, to Plaintiffs' and Those similarly situated' cause of action and/or prayers for relief, and to any defenses to same, including, but not limited to, electronic data storage, closed circuit TV footage, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages, any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, Twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

DEMAND FOR INSURANCE DISCOVERY

Pursuant to R. 4:18, plaintiff hereby demands that the defendants, produce the following documents for inspection and copying at the office of John M. Vlasac, Jr., Esquire, Vlasac & Shmaruk, 485B Route 1 South, Iselin, New Jersey, within the time provided by R. 4:18-1(b):

1. On the date of the incident, indicate whether the defendants had a liability insurance policy and, if so, set forth the name of the insurance company, the policy number, the effective date, the policy limits and attach a copy of the declarations page.

2. On the date of the incident, indicate whether the defendants had any excess coverage including a personal liability catastrophe umbrella and, if so, set forth the name of the insurance company, the policy number, the effective date, the policy limits and attach a copy of the declarations page.

VLASAC & SHMARUK, LLC
Attorney for the Plaintiffs

/s/ David E. Cassidy, Esq.
DAVID E. CASSIDY, ESQ.

Dated: July 18, 2019

CERTIFICATION

I certify that the within matter is not the subject of any other pending court or arbitration proceeding.

VLASAC & SHMARUK, LLC
Attorney for the Plaintiffs

/s/ David E. Cassidy, Esq.
DAVID E. CASSIDY, ESQ.

Dated: July 18, 2019

CERTIFICATION PURSUANT TO R. 4:5-1

I, DAVID E. CASSIDY, hereby certify as follows:

1. I am attorney at law of the State of New Jersey and am a member of the firm and as such, I am fully familiar with same.

2. To the best of my knowledge, confirmation and belief, there is no other action pending about the subject matter of this Complaint in the Superior Court of New Jersey, Law Division, Mercer County. Additionally, other than pled herein as a Class Action, there are no other persons known to me who should be added as parties to this matter, nor are there any other actions contemplated.

3. I do hereby certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

VLASAC & SHMARUK, LLC
Attorney for the Plaintiffs

/s/ David E. Cassidy, Esq.
DAVID E. CASSIDY, ESQ.

Dated: July 18, 2019

Civil Case Information Statement

Case Details: MERCER | Civil Part Docket# L-001401-19

Case Caption: MEJIAS ANIBAL VS GOYA FOODS, INC.	Case Type: EMPLOYMENT (OTHER THAN CEPA OR LAD)
Case Initiation Date: 07/18/2019	Document Type: Complaint with Jury Demand
Attorney Name: JOHN MICHAEL VLASAC	Jury Demand: YES - 6 JURORS
Firm Name: VLASAC & SHMARUK, LLC	Hurricane Sandy related? «sandyRelated»
Address: 485B ROUTE 1 SOUTH STE 120 ISELIN NJ 08830	Is this a professional malpractice case? NO
Phone:	Related cases pending: NO
Name of Party: PLAINTIFF : MEJIAS, ANIBAL	If yes, list docket numbers:
Name of Defendant's Primary Insurance Company (if known): Unknown	Do you anticipate adding any parties (arising out of same transaction or occurrence)? YES

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? YES Title 59? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

07/18/2019
Dated

/s/ JOHN MICHAEL VLASAC
Signed