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County of Solano
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6 Attorney for Plaintiff MARCY MALFATTI

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SOLANO
12 UNLIMITED JURISDICTION

13 MARCY MALFATTI, on behalf of herself
and all other aggrieved employees, and the
14 general public,

15 *Plaintiff,*

16 v.

17 VALLEY FINE FOODS COMPANY, LLC, a
California Limited Liability Company;
18 VALLEY FINE FOODS COMPANY, INC., a
California Stock Corporation; and DOES 1
19 through 50, inclusive,

20 *Defendants.*

Case No. CU26-01189

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff MARCY MALFATTI ("Plaintiff"), on behalf of herself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants VALLEY FINE
5 FOODS COMPANY, LLC, a California Limited Liability Company; VALLEY FINE FOODS
6 COMPANY, INC., a California Stock Corporation; and DOES 1 through 50, inclusive,
7 (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth
8 below, Plaintiff alleges that Defendants have

- 9 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
10 periods;
11 (2) failed to provide them with rest periods;
12 (3) failed to pay them premium wages for missed meal and/or rest periods;
13 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
14 rate of pay;
15 (5) failed to pay them at least minimum wage for all hours worked;
16 (6) failed to pay them overtime wages at the correct rate;
17 (7) failed to provide them with accurate written wage statements; and
18 (8) failed to pay them all of their final wages following separation of employment.

19 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
20 and statutory penalties, and related relief on behalf of herself and all others similarly situated, all
21 other aggrieved employees, and the State of California.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
24 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
25 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

26 3. Venue is proper in COUNTY OF SOLANO pursuant to Code of Civil Procedure §§
27 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
28 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,

1 transacts business, and/or has an agent therein.

2 **PARTIES**

3 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
4 residing in the State of California.

5 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant VALLEY
6 FINE FOODS COMPANY, LLC is, and at all relevant times mentioned herein, a California
7 Limited Liability Company doing business in the State of California.

8 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant VALLEY
9 FINE FOODS COMPANY, INC. is, and at all relevant times mentioned herein, a California Stock
10 Corporation doing business in the State of California.

11 7. is, and at all relevant times mentioned herein, a California Limited Liability
12 Company doing business in the State of California.

13 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
14 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
15 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
16 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
17 fictitiously named defendants are responsible in some manner for the occurrences, acts and
18 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
19 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
20 capacities of the DOE defendants when ascertained.

21 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
22 mentioned herein, some or all of the defendants were the representatives, agents, employees,
23 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
24 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
25 and scope of such relationship and with the full knowledge, consent, and ratification by such other
26 defendants.

27 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

28 10. Plaintiff worked for Defendants as an hourly, non-exempt employee from

1 approximately March 4, 2020 through June 16, 2025.

2 **Clock In Process**

3 11. Plaintiff and the aggrieved employees were trained to clock in using Defendants'
4 time clock devices. It generally took approximately two to five minutes for the system to complete
5 the entire boot up cycle.

6 12. The entire time spent booting up the computer would not be accurately recorded and
7 therefore resulted in Plaintiff and the aggrieved employees not being paid for all hours worked
8 while waiting for the computer to boot up.

9 13. Accordingly, by the time Plaintiff and the aggrieved employees were able to clock
10 in, two minutes or more may have already passed. This time was not properly recorded as time
11 worked and resulted in Plaintiff and the aggrieved employees not being paid for all hours worked by
12 Defendants.

13 **Working Conditions**

14 14. Plaintiff and other aggrieved employees were employed by Defendants in a
15 warehouse facility and assigned to work on a production line, where they performed repetitive tasks
16 including applying labels to Defendants' products.

17 15. During the relevant time period, Defendants required Plaintiff and other aggrieved
18 employees to remain standing for the entirety of their work shifts while assigned to the production
19 line and failed to provide suitable seating when the nature of the work reasonably permitted the use
20 of seats.

21 **Missed Meal Periods**

22 16. Plaintiff and the aggrieved employees were not provided with meal periods of at
23 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
24 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
25 shift with not enough workers; (3) imposing so much work on each employee such that it made it
26 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
27 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
28 meal and rest periods.

17. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their meal periods in order to complete their assignments on time.

Missed Rest Periods

18. Plaintiff and the aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

19. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their rest periods in order to complete their assignments on time.

Wage Statements

20. Plaintiff and the aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

21. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

22. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

23. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages

1 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
2 clock” work were not included.

3 24. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
4 hourly rates in effect during the pay period and the corresponding number of hours worked at each
5 hourly rate by the employee” were not accurately reflected in that all hours worked, including
6 overtime and “off-the-clock” work were not included.

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES**

9 **(Lab. Code §§ 2698 *et seq.*)**

10 25. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

11 26. During the applicable limitations period, Defendants have violated Labor Code §§
12 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198.

13 27. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
14 herself and other current and former employees, to bring a representative civil action to recover
15 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
16 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

17 28. Plaintiff, a former employee against whom Defendants committed one or more of the
18 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
19 within the meaning of Labor Code § 2699(c).

20 29. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
21 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
22 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
23 intent to investigate.

24 30. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
25 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
26 512, 1194, 1197, and 1198:

- 27 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, and 1198,
28 one hundred dollars (\$100) for each employee per pay period for each initial

violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each

1 employee for each initial pay period for which the employee was underpaid,
2 and one hundred dollars (\$100) for each employee for each subsequent pay
3 period for which the employee was underpaid (penalties set by Labor Code §
4 558);

5 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
6 aggrieved employee for each initial violation of Labor Code § 1197 that was
7 intentional and two hundred and fifty dollars (\$250) for each aggrieved
8 employee per pay period for each subsequent violation of Labor Code §
9 1197, regardless of whether the initial violation was intentional (penalties set
10 by Labor Code § 1197.1);

11 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
12 attorneys' fees and costs in connection with Plaintiff's claims for civil
13 penalties.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) Declaratory relief;
5 (2) Pre-judgment interest;
6 (3) Civil penalties;
7 (4) Costs of suit;
8 (5) Reasonable attorneys' fees; and
9 (6) Such other relief as the Court deems just and proper.

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11 Dated: January 27, 2026

SETAREH LAW GROUP

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14 SHAUN SETAREH
15 VICTORIA MAS
16 Attorneys for Plaintiff
17 MARCY MALFATTI
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