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Electronically
FILED
by Superior Court of California, County of San Mateo
ON 10/7/2026
By /s/ Jennifer Batres
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

UNLIMITED JURISDICTION

ALEXA M. RESENDES, on behalf of herself and all other aggrieved employees, and the general public,

*Plaintiff*,

v.

PACAFI, INC. d/b/a PREMIER SOCIETY, a California Stock Corporation; EAST BAY HC RESOURCE; a California Stock Corporation; and DOES 1 through 50, inclusive,

*Defendants*.

Case No. 26-CIV-07892

**REPRESENTATIVE ACTION**

**COMPLAINT**

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

Plaintiff ALEXA M. RESENDES ("Plaintiff"), on behalf of herself and all other aggrieved employees, and the general public, complains and alleges as follows:

## INTRODUCTION

1. Plaintiff brings this representative action against defendants PACAFI, INC. d/b/a PREMIER SOCIETY, a California Stock Corporation; EAST BAY HC RESOURCE; a California Stock Corporation and DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

(1) failed to provide Plaintiff and all other similarly situated individuals with meal periods;

(2) failed to pay them premium wages for missed meal and/or rest periods;

(3) failed to pay them at least minimum wage for all hours worked;

(4) failed to pay them overtime wages at the correct rate;

(5) failed to pay them double time wages at the correct rate;

(6) failed to reimburse them for all necessary business expenses;

(7) failed to provide them with accurate written wage statements; and

(8) failed to pay them all of their final wages following separation of employment.

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

## JURISDICTION AND VENUE

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

3. Venue is proper in COUNTY of SAN MATEO pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

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## PARTIES

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

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant PACAFI, INC. d/b/a PREMIER SOCIETY is, and at all relevant times mentioned herein, a California Stock Corporation doing business in the State of California.

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

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

## GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

8. Plaintiff worked for Defendants as an hourly, non-exempt employee from approximately October 1, 2025 through March 17, 2026.

### Clock In/Out Process

9. At all relevant times, Plaintiff and the aggrieved employees were trained to clock in for each work shift using the company-issued tablets located in Defendants' facility. Although Defendants maintained more than one tablet for timekeeping, Plaintiff and the aggrieved employees routinely had to wait in line to clock in and clock out. Plaintiff regularly waited approximately two (2) to five (5) minutes in line at the start of each shift, at the end of each shift, and before and after

meal periods.

10. Moreover, Defendants' timekeeping tablets depended on the facility's wireless internet connection, which frequently failed toward the end of the workday. When the internet connection failed, Plaintiff and the other aggrieved employees were unable to record their clock-out times and were instructed to email their clock-out times to Defendants' Human Resources. As a result, Plaintiff and the other aggrieved employees had no means of verifying whether Defendants accurately recorded their reported clock-out times in the timekeeping system.

11. Accordingly, by the time Plaintiff and the aggrieved employees clocked in – ten (10) or fifteen (15) minutes or more may have already passed – This time was not properly recorded as time worked and resulted in Plaintiff and the aggrieved employees not being paid for all hours worked by Defendants.

**Shortened Meal Periods**

12. Plaintiff and the aggrieved employees were required to clock out and back in on the timekeeping tablets for their 30-minute meal periods, using the same tablets as mentioned above.

13. Because employees had to be clocked back in by the end of the 30-minute meal period, Plaintiff and other aggrieved employees had to stop their meals and return to the timeclock line approximately two to five minutes early. While waiting in line on Defendants' premises to clock back in, they were not relieved of all duty and were not free to use that time for their own purposes.

14. 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.

**Vacation Pay**

15. Plaintiff and the aggrieved employees accrued vacation wages during their employment with Defendants.

16. Vacation wages are considered a form of wages under Labor Code § 200. Vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the

applicable rates required by law.

17. At all relevant times, Defendants maintained policies that provide for the unlawful forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal. 3d 774.

18. Plaintiff and the aggrieved employees are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not paid all accrued vacation pay.

**Expense Reimbursement**

19. Plaintiff and the aggrieved employees were required to use their personal cellular phones to perform their jobs but did not reimburse them for that use.

20. Plaintiff, a Data Analyst, used her personal cell phone daily to communicate with stores and customers about orders; to log into Defendants' company Google account and access Defendants' Google Sheets and Google Docs; and to view and upload photographs documenting when products were harvested, cultivated, and packaged. Defendants provided a limited number of shared iPads that were insufficient for all employees, so Plaintiff and other aggrieved employees used their own phones to complete this work.

21. Defendants knew or had reason to know that employees were using personal phones for work, because Defendants required and directed it.

22. As a result, Defendants failed to reimburse Plaintiff and the aggrieved employees for such necessary business expenses incurred by them.

**Wage Statements**

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

24. 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.

25. 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.

26. Defendants failed to comply with Labor Code section 226(a)(4) as "all deductions" were not accurately reflected in that deductions, even "aggregated and shown as one item," were not included.

27. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

28. Defendants failed to comply with Labor Code section 226(a)(6) as "the inclusive dates of the period for which the employee is paid" were not included.

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

**FIRST CAUSE OF ACTION**

**CIVIL PENALTIES**

**(Lab. Code §§ 2698 *et seq*.)**

30. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

31. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

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

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

34. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency

("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

35. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198 and 2802, 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 employee for each initial pay period for which the employee was underpaid, and one hundred dollars ($100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

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

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

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## PRAYER FOR RELIEF

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

(1) Declaratory relief;

(2) Pre-judgment interest;

(3) Civil penalties;

(4) Costs of suit;

(5) Reasonable attorneys' fees; and

(6) Such other relief as the Court deems just and proper.

Dated: October 7, 2026

**SETAREH LAW GROUP**

*/s/ Shaun Setareh*
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