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

13 MICHAEL STEINER, on behalf of himself
and all other aggrieved employees, and the
14 general public,

15 *Plaintiff,*

16 v.

17 PRODUCERS DAIRY FOODS, INC., a
California Stock Corporation; and DOES 1
18 through 50, inclusive,

19 *Defendants.*
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Case No. **26CV207008**

REPRESENTATIVE ACTION

COMPLAINT

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

1 Plaintiff MICHAEL STEINER (“Plaintiff”), on behalf of himself 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 PRODUCERS DAIRY
5 FOODS, INC., a California Stock Corporation; and DOES 1 through 50, inclusive, (collectively
6 referred to as “Defendants”) for alleged violations of the Labor Code. As set forth below, Plaintiff
7 alleges that Defendants have

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

10 (2) failed to provide them with rest periods;

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

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

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

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

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

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

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

20 **JURISDICTION AND VENUE**

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

24 3. Venue is proper in COUNTY OF ALAMEDA pursuant to Code of Civil Procedure
25 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
26 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
27 transacts business, and/or has an agent therein.

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1 **PARTIES**

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

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
5 PRODUCERS DAIRY FOODS, INC. is, and at all relevant times mentioned herein, a California
6 Stock Corporation doing business in the State of California.

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

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

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

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
23 approximately January 24, 2022, through July 2025.

24 **Off-the-Clock Work**

25 9. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
26 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
27 the-clock work.

28 10. Plaintiff and the aggrieved employees regularly began performing work before their

1 scheduled shifts and before clocking in, without compensation. Defendants required Plaintiff and
2 the aggrieved employees to complete mandatory pre-trip inspections of their assigned trucks before
3 they were permitted to begin their scheduled routes. These inspections included, among other
4 things, checking fuel levels, inspecting the vehicle for damage, examining tires, lights, brakes, fluid
5 levels, mirrors, and other safety equipment, verifying that the truck was in safe operating condition,
6 and completing any required pre-trip documentation. These mandatory pre-trip duties typically took
7 up to thirty (30) minutes to complete each workday, yet Defendants failed to compensate Plaintiff
8 and the aggrieved employees for this time.

9 11. Likewise, Plaintiff and the aggrieved employees also regularly performed work after
10 the end of their scheduled shifts without compensation. After completing their assigned routes and
11 clocking out, Plaintiff and the aggrieved employees were required to perform mandatory post-trip
12 inspections of their assigned trucks. These mandatory post-trip duties were performed off the clock
13 and were not compensated by Defendants.

14 12. Additionally, in his capacity as a Lead Driver, Plaintiff was required to remain on
15 Defendants' premises after completing the post-trip inspections until all other truck drivers returned
16 from their routes. Plaintiff was responsible for waiting for the drivers to arrive and release them
17 before he was permitted to leave. These additional responsibilities routinely required Plaintiff to
18 remain on the premises for an additional fifteen (15) to twenty (20) minutes each workday—time
19 which was unpaid by the Defendants.

20 13. As a result of performing off-the-clock work that was directed, permitted, or
21 otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid
22 for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time
23 they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any
24 of the time spent working off-the-clock.

25 14. Defendants were aware of this practice and directed, permitted, or otherwise
26 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work. As a result of
27 Defendants' policies and practices, Plaintiff and the aggrieved employees were not paid for all
28 hours worked.

1 **Missed Meal Periods**

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

9 16. Furthermore, Defendants required Plaintiff and the aggrieved employees to remain
10 in their assigned trucks, subject to Defendants' direction and control, and prohibited them from
11 being fully relieved of all work duties.

12 17. Defendants also routinely failed to provide Plaintiff and the aggrieved employees
13 with a second legally compliant meal period on workdays in which they worked more than ten (10)
14 hours.

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

20 **Missed Rest Periods**

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

28 20. Additionally, Defendants falsely recorded rest periods in their timekeeping system

1 to reflect that Plaintiff and the aggrieved employees had taken compliant rest periods, regardless of
2 whether they were authorized, permitted, or practically able to take such breaks.

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

8 **Expense Reimbursement**

9 22. Defendants required Plaintiff and the aggrieved employees to use their personal cell
10 phones to perform work-related duties and to purchase supplies and materials necessary for the
11 maintenance and operation of their assigned trucks.

12 23. Plaintiff and the aggrieved employees incurred necessary business expenses by using
13 their personal cell phones to perform work-related tasks, including, but not limited to,
14 communicating with dispatch, supervisors, and other drivers. Furthermore, Plaintiff and the
15 aggrieved employees also purchased items required for truck maintenance and operation, including,
16 but not limited to, automotive lubricants, cleaning supplies, and other maintenance-related
17 materials.

18 24. Therefore, Defendants failed to reimburse Plaintiff and the aggrieved employees for
19 such necessary business expenses incurred by them.

20 **Wage Statements**

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

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

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

28. 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.

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, 510, 512, 1194, 1197, 1198, and 2802.

32. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself 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, 510, 512, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 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

1 the filing of this action, one thousand dollars (\$1,000) for each employee for
2 each violation (penalties set by Labor Code § 226.3);

3 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
4 employee for each initial pay period for which the employee was underpaid,
5 and one hundred dollars (\$100) for each employee for each subsequent pay
6 period for which the employee was underpaid (penalties set by Labor Code
7 § 558);

8 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
9 aggrieved employee for each initial violation of Labor Code § 1197 that was
10 intentional and two hundred and fifty dollars (\$250) for each aggrieved
11 employee per pay period for each subsequent violation of Labor Code
12 § 1197, regardless of whether the initial violation was intentional (penalties
13 set by Labor Code § 1197.1);

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

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself, 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.

10
11 Dated: August 26, 2026

SETAREH LAW GROUP

12
13 /s/ Shaun Setareh

14 SHAUN SETAREH
15 BRADLEY FAGNANI
16 VICTORIA MAS
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MICHAEL STEINER