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individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

STEVE LOUIE MARTINEZ, individually and
on behalf of all others similarly situated,

Plaintiff(s),

v.

SIERRA SUN, INC. dba SIERRA WEST
ELECTRIC; and DOES 1 through 100,

Defendant(s).

Case No. **CVRI2503107**

COMPLAINT

- 1. Failure to Provide Compliant Rest Periods**
- 2. Failure to Pay for All Hours Worked**
- 3. Failure to Pay All Overtime Owed**
- 4. Wage Statement Penalties**
- 5. Waiting Time Penalties**
- 6. Private Attorneys General Act**
- 7. Discrimination Based on Disability**
- 8. Failure to Accommodate Disability**
- 9. Failure to Engage in the Interactive Process**
- 10. Retaliation for Requesting Accommodation**
- 11. Wrongful Termination in Violation of Public Policy**

RELEVANT PARTIES

1. Plaintiff Steve Louie Martinez ("Plaintiff") is an adult resident of Los Angeles County, California, and was at all times relevant residing in Los Angeles County, California.

2. Defendant SIERRA SUN, INC. doing business as Sierra West Electric (“Defendant”) is a California corporation with its principal place of business located in Riverside County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

JURISDICTION AND VENUE

4. This action is properly filed in Riverside County because the acts and omissions that give rise to Plaintiff’s claims took place in Riverside County, and Defendants transact substantial business in this County.

5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as alleged herein occurred in Riverside County, California and Plaintiff suffered damages from such conduct within Riverside County, California.

FACTUAL ALLEGATIONS

6. At all times relevant, Plaintiff was Defendants’ employee.

7. In or about June 2023, Plaintiff began employment with Defendant as an Electrician.

8. Plaintiff was classified as a W-2 employee and earned approximately \$36 per hour.

9. Plaintiff worked five days per week, eight hours per day.

10. Approximately one to two times per week, Plaintiff performed off-the-clock work before his shift began, spending approximately 7.5 minutes per occurrence unloading delivery trucks.

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11. Defendants failed to pay Plaintiff all overtime owed for working in excess of eight hours in a day and forty hours in a workweek.

12. Throughout Plaintiff's employment, Defendant failed to provide Plaintiff with separate rest breaks as required by law.

13. Instead of providing separate rest breaks, Defendant encouraged employees to combine their rest breaks with their meal periods to create a longer lunch period.

14. Defendant failed to include accurate records of all time worked and rest break premiums on Plaintiff's wage statements.

15. While working for Defendant, Plaintiff suffered a workplace injury to his knee, which required surgery.

16. In connection with Plaintiff's workplace injury, Plaintiff required certain reasonable accommodations, including time off work for surgery and light duty (as requested by his medical provider).

17. Defendant failed and refused to provide Plaintiff with light duty or other sufficient accommodations.

18. Defendant expressed hostility towards Plaintiff's work injury and seeking workers compensation benefits, including by issuing Plaintiff written discipline in connection with his workplace injury.

19. In or about December 2024, Defendant terminated Plaintiff's employment for a pretextual reason, falsely alleging that Plaintiff was "refusing work" after Defendant ordered Plaintiff to work at a further job site (which he could not get transportation to), instead of allowing Plaintiff to work at a closer job site where there was available work (and to which Plaintiff could get transportation).

20. Upon Plaintiff's termination, Defendant failed to pay all wages due, including compensation for off-the-clock work and rest break premiums.

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PAGA ALLEGATIONS

21. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

22. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

23. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

24. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

25. On February 13, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

26. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

27. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to February 13, 2025, through final disposition of this action.”

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1 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

2 28. On June 2, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil
3 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
4 Retaliation against Defendant. On June 2, 2025, the CCRD issued a Notice of Case Closure and
5 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
6 order to enforce their rights under FEHA.

7 29. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
8 prerequisite to filing this action.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Compliant Rest Periods**

11 **By Plaintiff Against All Defendants**

12 30. Plaintiff incorporates by reference the paragraphs above.

13 31. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
14 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
15 per four hours or major fraction thereof.

16 32. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
17 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
18 5th 257, 269 (2016)).

19 33. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

20 34. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
21 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
22 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
23 11 Cal. 5th 858 (2021)).

24 35. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
25 break was missed.

26 36. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
27 penalties, attorney fees, and costs.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Pay for All Hours Worked**

3 **By Plaintiff Against All Defendants**

4 37. Plaintiff incorporates by reference the paragraphs above.

5 38. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
6 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
7 40 hours in a workweek.

8 39. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

9 40. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
10 penalties, attorney fees, and costs.

11 **THIRD CAUSE OF ACTION**

12 **Failure to Pay All Overtime Owed**

13 **By Plaintiff Against All Defendants**

14 41. Plaintiff incorporates by reference the paragraphs above.

15 42. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
16 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
18 one-half times the regular rate of pay for an employee.”

19 43. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

20 44. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
21 interest, penalties, attorney fees, and costs.

22 **FOURTH CAUSE OF ACTION**

23 **Wage Statement Penalties**

24 **By Plaintiff Against All Defendants**

25 45. Plaintiff incorporates by reference the paragraphs above.

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1 46. Labor Code section 226(a) requires employers to provide itemized wage statements to its
2 employees that identify accurate information regarding their compensation. Defendants, as a matter
3 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
4 statements to Plaintiff in violation of Labor Code section 226(a).

5 47. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
6 and incomplete.

7 48. Defendants knowingly and intentionally issued wage statements that were inaccurate and
8 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
9 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

10 49. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
11 costs.

12 **FIFTH CAUSE OF ACTION**

13 **Waiting Time Penalties**

14 **By Plaintiff Against All Defendants**

15 50. Plaintiff incorporates by reference the paragraphs above.

16 51. Labor Code sections 201 and 202 require that an employer provide an employee with all
17 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
18 employee's resignation.

19 52. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
20 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
21 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
22 thirty days.

23 53. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
24 conclusion of employment.

25 54. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
26 and costs.

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1 **SIXTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 55. Plaintiff incorporates by reference the paragraphs above.

5 56. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 57. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 58. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
9 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
10 the penalties in Labor Code section 2699 apply.

11 59. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
12 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
13 sections 558, 1197.1, and 2699 apply.

14 60. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
15 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
16 and 2699 apply.

17 61. With respect to violations of Labor Code section 203 for failure to pay all wages due to
18 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
19 Labor Code section 2699 apply.

20 62. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
21 to Labor Code section 2699(g).

22 **SEVENTH CAUSE OF ACTION**

23 **Violation of California Government Code § 12940 et seq. – Discrimination based on Disability**

24 **By Plaintiff Against All Defendants**

25 63. Plaintiff incorporates by reference the paragraphs above.

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64. Government Code § 12940(a) prohibits an employer from discriminating against an employee in compensation or in terms, conditions, or privileges of employment because of the employee's "race," "national origin, ancestry, physical disability, mental disability, medical condition" or "sex."

65. During their employment with Defendants, Plaintiff was subjected to discrimination based on their disability/injury (described supra).

66. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated below.

EIGHTH CAUSE OF ACTION

Violation of Government Code § 12940(m) - Failure to Accommodate Disability By Plaintiff Against All Defendants

67. Plaintiff incorporates by reference the paragraphs above.

68. At all relevant times herein, Plaintiff was an individual with a disability as defined by FEHA.

69. FEHA requires an employer to make reasonable accommodations for the known disabilities of employees to enable them to perform a position's essential functions, unless doing so would produce undue hardship to the employer's operations. Govt. Code §12940(m).

70. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable accommodations, as set forth herein.

71. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection with their disability.

72. Defendants, and each of them, failed and refused to grant reasonable accommodations, as required by law, to Plaintiff (described supra).

73. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated below.

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1 **NINTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**
3 **Process**

4 **By Plaintiff Against All Defendants**

5 74. Plaintiff incorporates by reference the paragraphs above.

6 75. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

7 76. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
8 process with an employee to determine effective reasonable accommodations if an employee with a
9 disability so requests. The interactive process is the key mechanism for facilitating the integration of
10 disabled employees in the workplace and liability may be imposed on the employer for failing to
11 engage in the process.

12 77. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
13 accommodations, as set forth herein.

14 78. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
15 with their disability.

16 79. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
17 engaged in unlawful employment practices when they failed and refused to engage in the interactive
18 process (described supra).

19 80. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
20 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
21 damage as stated below.

22 **TENTH CAUSE OF ACTION**

23 **Retaliation for Requesting Accommodation**

24 **By Plaintiff against all Defendants**

25 81. Plaintiff re-alleges and incorporate by reference herein the foregoing paragraphs in their
26 entirety as if set forth in full.

27 82. At all times hereto, the FEHA was in full force and effect and was binding upon
28 DEFENDANTS and each of them.

1 83. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
2 discriminating against a person for requesting accommodations, regardless of whether the request
3 was granted.

4 84. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
5 connection with their respective medical conditions, including but not limited to modified job duties
6 and time off work.

7 85. DEFENDANTS failed to provide reasonable accommodations, and instead retaliated by
8 Plaintiff by terminating him for a pretextual reason (as described supra).

9 86. The actions of DEFENDANTS against Plaintiff constitutes unlawful retaliation, in violation
10 of FEHA. Such violations were a proximate cause in Plaintiffs' damage as stated below.

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12 **ELEVENTH CAUSE OF ACTION**

13 **Wrongful Termination in Violation of Public Policy**

14 **By Plaintiff Against All Defendants**

15 87. Plaintiff incorporates by reference the paragraphs above.

16 88. At all times mentioned in this complaint, it was a fundamental policy of the State of
17 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
18 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
19 engagement in protected activity.

20 89. At all times mentioned in this complaint, it was a fundamental policy of the State of
21 California that Defendants cannot discriminate against an employee on the basis of sustaining a
22 workplace injury or seeking workers compensation benefits.

23 90. Based on the actions described above, Defendants terminated Plaintiff for engaging in
24 protected activity.

25 91. Based on the actions described above, Defendants terminated Plaintiff for sustaining a
26 workplace injury.

27 92. Defendants actions were in violation of California Public Policy.

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1 93. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
2 will continues to suffer damages, as stated below.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

5 First Cause of Action

- 6 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 7 2. Interest
- 8 3. Attorneys' fees
- 9 4. Costs
- 10 5. Other relief the court deems proper

11 Second Cause of Action

- 12 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 13 2. Liquidated damages
- 14 3. Interest
- 15 4. Attorneys' fees
- 16 5. Costs
- 17 6. Other relief the court deems proper

18 Third Cause of Action

- 19 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 20 2. Interest
- 21 3. Attorneys' fees
- 22 4. Costs
- 23 5. Other relief the court deems proper

24 Fourth Cause of Action

- 25 1. Penalties pursuant to Labor Code section 226
- 26 2. Attorneys' fees
- 27 3. Costs
- 28 4. Other relief the court deems proper

1 Fifth Cause of Action

- 2 1. Penalties pursuant to Labor Code section 203
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Sixth Cause of Action

- 7 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
8 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
9 violate the California Labor Code in the manner alleged herein
10 3. Attorneys' fees
11 4. Costs
12 5. Other relief the court deems proper

13 Seventh Cause of Action

- 14 1. Back pay (lost wages, benefits, bonuses) from the date of discrimination to judgment.
15 2. Reinstatement or front-pay in lieu thereof.
16 3. Compensatory damages for emotional distress.
17 4. Punitive damages (Civ. Code § 3294).
18 5. Declaratory and injunctive relief requiring lawful nondiscriminatory policies.
19 6. Reasonable attorney's fees and costs (Gov. Code § 12965(b)), plus prejudgment and post-
20 judgment interest.

21 Eighth Cause of Action

- 22 1. Reinstatement with reasonable accommodation or front-pay.
23 2. Back pay and lost benefits.
24 3. Compensatory damages for emotional distress.
25 4. Punitive damages.
26 5. Injunctive relief compelling provision of reasonable accommodations and training for
27 management.
28 6. Attorney's fees, costs, and interest.

1 Ninth Cause of Action

- 2 1. Reinstatement with effective accommodations or front-pay.
3 2. Back pay and lost benefits.
4 3. Compensatory and punitive damages.
5 4. Injunctive relief mandating a good-faith interactive process going forward.
6 5. Attorney's fees, costs, and interest.

7 Tenth Cause of Action

- 8 1. Retaliation for Requesting Accommodation (Gov. Code § 12940(m)(2))
9 2. Back pay and benefits from the retaliation date to judgment.
10 3. Reinstatement or front-pay.
11 4. Compensatory damages for emotional distress.
12 5. Punitive damages.
13 6. Injunctive relief prohibiting further retaliation and requiring policy revisions.
14 7. Attorney's fees, costs, and interest.

15 Eleventh Cause of Action

- 16 1. Wrongful Termination in Violation of Public Policy
17 2. Back pay (wages, benefits, bonuses) from termination to judgment.
18 3. Reinstatement or front-pay.
19 4. General (non-economic) damages for emotional distress.
20 5. Punitive damages.
21 6. Pre- and post-judgment interest, together with costs of suit including attorney's fees and
22 costs.

24 DATED: June 6, 2025

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DANIEL GINZBURG

Attorney for Plaintiff
STEVE LOUIE MARTINEZ,
individually and on behalf of all
others similarly situated