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Superior Court of California
County of Sacramento
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By: E. Leon Barrientos Deputy

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 BRENT ROHRBACKER, individually and on
12 behalf of all other similarly situated
13 employees,

14 Plaintiff,

15 vs.

16 STOHLMAN AND ROGERS, INC., a
17 California Corporation; RYAN E. ROGERS,
18 an individual; RHONDA M. HOWE, an
19 individual; and DOES 1 to 100, inclusive,

20 Defendants.

Case No. 26CV000833

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Untimely Payment of Wages
9. Violation of Labor Code § 227.3
10. Unfair Competition
11. Private Attorneys General Act

DEMAND FOR JURY TRIAL

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25 Plaintiff BRENT ROHRBACKER ("Plaintiff"), on behalf of himself and all other similarly
26 situated employees, hereby files this Complaint against Defendants STOHLMAN AND ROGERS,
27 INC., a California Corporation; RYAN E. ROGERS, an individual; RHONDA M. HOWE, an
28

individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiff alleges the following:

INTRODUCTION

1. This is a class action and Private Attorneys General Act (PAGA) lawsuit brought by Plaintiff for failure to pay minimum wages, failure to pay overtime wages, meal period violations, rest period violations, wage statement violations, failure to timely pay wages, including regular and final wages, failure to reimburse expenses, failure to provide sick leave, failure to pay all vacation wages owed, and unfair competition.

JURISDICTION AND VENUE

2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, California Business and Professions Code, and Wage Order No. 7.

3. Venue is proper pursuant to Civil Procedure Code § 395.5, in that some of the wrongful acts and violations of law asserted herein occurred within Sacramento County, and Defendant’s obligation to pay wages arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately January 13, 2026. Plaintiff provided the facts and legal bases asserted in this Complaint, including identifying the specific Labor Code sections at issue, within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00 filing fee. The January 13, 2026, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*

1 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
2 include, but is not limited to the following: All non-exempt employees who have, or continue to work
3 for Defendants in California from one (1) year prior to January 13, 2026, to the present.

4 **PARTIES**

5 5. BRENT ROHRBACKER is an individual over the age of eighteen (18) and is a resident
6 of the State of California.

7 6. On information and belief, Plaintiff alleges STOHLMAN AND ROGERS, INC. is now
8 and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator
9 of an industry, business and/or facility doing business in the State of California.

10 7. On information and belief, Plaintiff alleges, RYAN E. ROGERS, is now and/or at all
11 times mentioned in this Complaint was an individual and the owner and operator of an industry,
12 business and/or facility doing business in the State of California. Plaintiff further alleges that RYAN E.
13 ROGERS is an owner, director, officer, and/or managing agent of STOHLMAN AND ROGERS, INC.
14 and is responsible for the first through seventh causes of action. As such RYAN E. ROGERS is
15 individually liable pursuant to California Labor Code Section 558.1. Pursuant to California Labor Code
16 Section 558.1, STOHLMAN AND ROGERS, INC., RYAN E. ROGERS, and RHONDA M. HOWE are
17 jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiff
18 alleges that RYAN E. ROGERS trained subordinate staff to implement and carry out the policies and
19 practices identified herein. RYAN E. ROGERS was responsible for the violations stated herein as he
20 was in a position of authority with the power and responsibility to monitor, institute, and/or modify the
21 unlawful practices, but chose to ratify them instead.

22 8. On information and belief, Plaintiff alleges, RHONDA M. HOWE, is now and/or at all
23 times mentioned in this Complaint was an individual and the owner and operator of an industry,
24 business and/or facility doing business in the State of California. Plaintiff further alleges that RHONDA
25 M. HOWE is an owner, director, officer, and/or managing agent of STOHLMAN AND ROGERS, INC.,
26 and is responsible for the first through seventh causes of action. As such, RHONDA M. HOWE is
27 individually liable pursuant to California Labor Code Section 558.1. Pursuant to California Labor Code
28 Section 558.1, STOHLMAN AND ROGERS, INC., RYAN E. ROGERS, and RHONDA M. HOWE are

1 jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiff
2 alleges that RHONDA M. HOWE trained subordinate staff to implement and carry out the policies and
3 practices identified herein. RHONDA M. HOWE was responsible for the violations stated herein as he
4 was in a position of authority with the power and responsibility to monitor, institute, and/or modify the
5 unlawful practices, but chose to ratify them instead.

6 9. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
7 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
8 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
9 names and capacities of these DOE Defendants when they are ascertained.

10 10. At all times mentioned herein, each Defendant was the agent or employee of each of the
11 other Defendants and was acting within the course and scope of such agency or employment. The
12 Defendants are jointly and severally liable to Plaintiff.

13 11. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
14 were members of and/or engaged in a joint employment, joint venture, partnership and common
15 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
16 joint venture, partnership and common enterprise.

17 12. Defendants, and each of them, now and/or at all times mentioned in this Complaint
18 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

19 13. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
20 wrongs, complaints, injuries and/or damages alleged in this Complaint.

21 **CLASS ALLEGATIONS**

22 14. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all
23 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
24 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

25 all non-exempt employees who have or continue to work for Defendants
26 in California from four (4) years prior to the filing of this Complaint to the
27 present.
28

1 15. This action has been brought and may be properly maintained as a class action, pursuant
2 to the provision of California Code of Civil Procedure section 382, because there is a well-defined
3 community of interests in the litigation and the proposed class is easily ascertainable.

4 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
5 is impracticable under the circumstances of this case. While the exact number of class
6 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
7 Defendants have employed as many as fifty (50) individuals falling within the above
8 stated class definition throughout the State of California during the applicable statute of
9 limitations, who were subjected to the policies and practices outlined in this Complaint.
10 As such, joinder of all members of the putative class is not practicable.

11 (b) Common Questions Predominate: Common questions of law and fact exist as to all
12 members of the putative class and predominate over questions that affect only individual
13 members of the class. These common questions of law and fact include, without
14 limitation, the following:

- 15 (1) Whether Defendants paid Plaintiff and putative class members for all hours
16 worked, including time spent working while off-the-clock;
- 17 (2) Whether Defendants paid Plaintiff and putative class members all overtime wages
18 owed;
- 19 (3) Whether Defendants failed to authorize and permit Plaintiff and putative class
20 members to take meal periods;
- 21 (4) Whether Defendants failed to authorize and permit Plaintiff and putative class
22 members to take rest periods;
- 23 (5) Whether Defendants failed to authorize and permit second meal periods and third
24 rest periods when Plaintiff and putative class members worked over 10 hours in a
25 day;
- 26 (6) Whether Defendants failed to authorize and permit Plaintiff and putative class
27 members to begin meal periods before the end of their fifth hour of work;

- 1 (7) Whether Defendants failed to reimburse Plaintiff and putative class members for
2 the use of their personal tools and cell phones;
3 (8) Whether Defendants failed to provide sick leave in accordance with California
4 law;
5 (9) Whether Defendants failed to pay all vacation wages owed to Plaintiff and
6 putative class members at separation;
7 (10) Whether as a result of Defendants' policies and practices Plaintiff's and putative
8 class members received all wages, due and owing, at the time of their termination
9 or separation; and
10 (11) Whether Defendants provided Plaintiff's and putative class members with wage
11 statements that complied with Labor Code section 226.

12 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
13 class. The putative class also sustained damages arising out of Defendants' common
14 course of conduct in violation of the law as complained of herein. Plaintiff and all
15 members of the putative class were non-exempt employees who were not paid for all
16 hours worked and all overtime wages earned, did not receive all meal and rest periods,
17 and were not reimbursed for the use of their personal cellphones and tools necessary to
18 complete the job. Additionally, Defendants issued Plaintiff and all members of the
19 putative class wage statements that did not comply with Labor Code section 226. As a
20 result, Plaintiff and each member of the putative class will have suffered the same type of
21 harm and seek the same type of recovery based on the same legal theories.

22 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
23 putative class. For all relevant times, Plaintiff resided in California and worked for
24 Defendants in California. Moreover, Plaintiff is an adequate representative of the
25 putative class as Plaintiff has no interests that are adverse to those of putative class
26 members. Additionally, Plaintiff has retained counsel who has substantial experience in
27 complex civil litigation and wage and hour matters.
28

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

16. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

17. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 16 as though fully set forth herein.

18. Plaintiff began work for Defendants as a non-exempt employee in 2018, performing work relating to the maintenance of several gas stations across California, including locations in Sacramento, Marysville, Davis, Paradise, and Auburn. He often began work by reporting to Defendants' warehouse.

19. During his employment, Plaintiff and similarly situated employees were trained to write their hours on paper timesheets and submit them weekly. Plaintiff and similarly situated employees regularly worked days in excess of eight (8) hours, responding to calls from management, employees, and clients, after hours on regular workdays and often during holidays, vacation days, and sick leave. When Plaintiff or similarly situated employees reported working this overtime or off-the-clock hours, their timecards were adjusted by Defendants to remove those hours by asking employees to change the timecards themselves, or Defendants adjusting them without permission or signatures of employees. This resulted in unpaid hours worked, including unpaid minimum wages and overtime. Furthermore,

1 Defendants had a policy and practice of failing to pay any double time wages when employees worked
2 more than twelve (12) hours in a day.

3 20. Although Defendants paid holiday, vacation, and sick pay, employees that were required
4 to work on those days due to emergencies or client needs were not paid for the additional working hours.
5 Instead, the hours they worked were rolled into their already paid holiday and/or sick time, meaning
6 Plaintiff and similarly situated employees were not compensated for the work they performed during
7 these days of paid leave and/or were required to unlawfully forfeit vacation and sick leave hours that
8 should not have been deducted due to the hours worked. Plaintiff and similarly situated employees were
9 actively discouraged from creating time records that reflected these additional hours worked.

10 21. The company further cut hours for Plaintiff and similarly situated employees on a
11 consistent basis for varied and unjustified reasons. For example, when Plaintiff contracted Covid-19 and
12 worked his full shifts from home as permitted by Defendants, Defendants only paid him for half the
13 hours that he reported he worked. Executive decisions such as this in relation to employees' timecards
14 were made frequently by Defendants. During his tenure at Defendants, Plaintiff repeatedly raised
15 complaints about unpaid hours.

16 22. Defendants further repeatedly and consistently failed to provide lawful meal and rest
17 breaks to its employees despite Plaintiff's and similarly situated employees' complaints on the topic. In
18 addition to failing to authorize a meal period to be taken before the fifth (5th) hour worked or a rest
19 period for every four (4) hours worked or major fraction thereof, Defendants had no policy or practice
20 authorizing second meal periods or third rest periods when employees worked ten (10) hours or more.
21 In fact, Defendants' timecards had no provision for Plaintiff and similarly situated employees to even
22 record a second meal period.

23 23. Management routinely ignored Plaintiff's and similarly situated employees' complaints,
24 mocked those asking for breaks, and pressured employees to work through lunch and rest periods
25 without compensating them for those missed breaks. Despite reporting that meal periods were not taken
26 on their timecards, Plaintiff and similarly situated employees did not receive a meal period premium
27 from Defendants. Defendants also failed to pay any rest period premiums.
28

1 24. During his time with Defendants Plaintiff and similarly situated employees were given a
2 company phone that they were required to answer when managers, employees, or customers called. If
3 Plaintiff did not answer these calls due to his being on vacation or off duty, he would then receive a call
4 on his personal cell phone from these individuals, some of whom were clients who confirmed that
5 Plaintiff's personal cell number had been given to them by Defendants. Plaintiff was further told by
6 Defendants that he needed to answer the phone, regardless of his circumstances. This resulted in many
7 hours worked off the clock that Plaintiff was not compensated for. Calls ranged from a few minutes to
8 several hours and at times included in-person assistance or extended phone support to walk clients
9 through issues. Call lengths varied, but time spent off the clock was not paid, resulting, on average, in
10 several hours of uncompensated work each week by Plaintiff and similarly situated employees. Plaintiff
11 and similarly situated employees were not reimbursed for the pervasive use of their personal cell phones
12 for work whether work was done on or off the clock.

13 25. Plaintiff and similarly situated employees were also required to purchase and use their
14 own tools for the job. The tools necessary to complete their work were not provided by the company.
15 Plaintiff and similarly situated employees were not reimbursed for their necessary private tool use and
16 purchases. Plaintiff and similarly situated employees were not paid two times the minimum wage.

17 26. As a result of Defendants' failure to pay Plaintiff similarly situated employees all
18 overtime wages, minimum wages, vacation, and meal and rest period premiums owed, the wage
19 statements Defendants issued were defective. Specifically, Defendants did not accurately list total hours
20 worked, wages due, total missed meal and rest period premiums earned, accurate accrued sick hours,
21 and the corresponding rates of pay. Moreover, Defendants failed to provide Plaintiff and similarly
22 situated employees with the accurate accrual of sick hours since accrual and reduction of sick hours did
23 not account for time actually worked on sick days.

24 27. As a further result of Defendants' failure to pay Plaintiff and similarly situated employees
25 for all regular and overtime hours worked, accrued unused vacation pay, and meal and rest period
26 premiums, Defendants failed to provide all final wages owed to Plaintiff and similarly situated
27 employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their
28 resignation. Plaintiff resigned on approximately March 7, 2025.

28. Plaintiff is informed and believes that RYAN E. ROGERS was the Chief Executive Officer AND Chief Financial Officer of STOHLMAN AND ROGERS, INC., during the time that Plaintiff worked for Defendants. RYAN E. ROGERS was responsible for creating, and electing to implement STOHLMAN AND ROGERS, INC.'s, payroll and compensation policies and practices or that RYAN E. ROGERS was aware of such policies and practices and ratified them.

29. Plaintiff is informed and believes that RHONDA M. HOWE was an officer of STOHLMAN AND ROGERS, INC., during the time that Plaintiff worked for Defendants. RHONDA M. HOWE was responsible for creating and electing to implement STOHLMAN AND ROGERS, INC.'s payroll and compensation policies and practices or that RHONDA M. HOWE was aware of such policies and practices and ratified them.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(As to all Defendants)

30. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 29 as though fully set forth herein.

31. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and/or work on the seventh consecutive day, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 7, section (3)(A); Cal. Lab. Code §§ 510, 1194.*

32. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

33. Plaintiff and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

1 34. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
2 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
3 the extent pertinent as if set forth here in full.

4 **SECOND CAUSE OF ACTION**
5 **FAILURE TO PAY MINIMUM WAGES**
6 **(As to all Defendants)**

7 35. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 34 as though fully
8 set forth herein.

9 36. For the period preceding the filing of this Complaint, Defendants were required to
10 compensate Plaintiff and similarly situated employees with at least California’s applicable minimum for
11 every hour worked. *See* MW-Order 2019 to MW-2025; IWC Wage Order, No. 7, section 4(A); Cal.
12 Lab. Code § 1194.

13 37. Plaintiff was not exempt from the State’s Minimum Wage Order. Defendants were aware
14 of their obligation to pay the minimum wage for each hour worked but failed to do so.

15 38. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
16 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
17 the extent pertinent as if set forth here in full.

18 **THIRD CAUSE OF ACTION**
19 **MEAL PERIOD VIOLATIONS**
20 **(As to all Defendants)**

21 39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully
22 set forth herein.

23 40. An employer must provide an employee a meal period in accordance with the applicable
24 Wage Order, and California Labor Code sections 226.7 and 512.

25 41. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 7, section 11(A)
26 require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each
27 work period of more than five (5) hours.

28 42. California Labor Code section 512 and Wage Order No. 7 section 11(B) further provide
that employers may not employ employees for a work period for more than ten (10) hours per day
without providing the employee with a second meal period of at least thirty (30) minutes. However, if

1 the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long
2 as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their
3 regular rate of compensation for each meal period not provided.

4 43. Defendants employed Plaintiff and similarly situated employees for periods of more than
5 five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at
6 least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10)
7 hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their
8 first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and
9 similarly situated employees to take their second meal period before the completion of their tenth hour
10 of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods
11 throughout their employment.

12 44. Defendants further failed to pay Plaintiff and similarly situated employees the applicable
13 meal period premiums for any such missed meal breaks.

14 45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
15 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
16 the extent pertinent as if set forth here in full.

17 **FOURTH CAUSE OF ACTION**
18 **REST PERIOD VIOLATIONS**
(As to all Defendants)

19 46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully
20 set forth herein.

21 47. An employer must provide an employee a rest period in accordance with the
22 applicable Wage Order and California Labor Code section 226.7.

23 48. California Labor Code section 226.7 and Wage Order No. 7, section 12(A) require an
24 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
25 four (4) hours or a major fraction thereof.

26 49. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
27 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
28 they worked more than four (4) hours or a major fraction thereof.

1 situated employees' total hours worked due to Defendants' practices that resulted in off-the-clock work.
2 Plaintiff and similarly situated employees were not able to promptly and easily determine their total
3 hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees
4 suffered confusion over whether they received all wages owed and were prevented from effectively
5 challenging information on their wage statements.

6 55. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
7 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
8 the extent pertinent as if set forth here in full.

9
10 **SIXTH CAUSE OF ACTION**
WAITING TIME PENALTIES
(As to all Defendants)

11 56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully
12 set forth herein.

13 57. An employer must pay an employee who is terminated all unpaid wages immediately
14 upon termination. *See* Cal. Lab. Code § 201.

15 58. An employer must pay an employee who resigns all unpaid wages within seventy-two
16 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

17 59. Plaintiff and similarly situated employees did not receive all wages, including minimum
18 and overtime wages, meal and rest period premiums, vacation wages, or all sick leave pay owed at their
19 termination or within the required time after their separation from employment.

20 60. An employer who willfully fails to pay an employee wages in accordance with California
21 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
22 days. *See* Cal. Lab. Code § 203.

23 61. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
24 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
25 and similarly situated employees were not paid for all regular and overtime hours worked given Plaintiff
26 and similarly situated employees' complaints. Such conduct shows Defendants had knowledge of
27 earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining
28 wages owed.

62. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

64. California Labor Code section 2802(a) states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

65. Defendants required Plaintiff and similarly situated employees to use their personal cell phones for work, in addition to company provided work phones but failed to reimburse them for such use. Defendants additionally failed to provide Plaintiff and similarly situated employees with the necessary tools to perform the essential functions of their job, so Plaintiff and similarly situated employees needed to purchase their own tools to perform their work. Defendants failed to reimburse them for such expenses.

66. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNTIMELY PAYMENT OF WAGES
(As to STOHLMAN AND ROGERS, INC. and DOES 1 to 100)

67. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 66 as though fully set forth herein.

68. Labor Code section 204(a) provides that "all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular

1 paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
2 for between the 16th and the 26th day of the month during which the labor was performed, and labor
3 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between
4 the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this
5 provision by paying Plaintiff and similarly situated employees for wages earned between the 1st and 15th
6 and between the 16th and last day of the month beyond the maximum time allowed under the statute.

7 69. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
8 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
9 the extent pertinent as if set forth here in full.

10 **NINTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE 227.3**
12 **(As to STOHLMAN AND ROGERS, INC. and DOES 1 to 100)**

13 70. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 69 as though fully
14 set forth herein.

15 71. Labor Code section 227.3 provides that "whenever a contract of employment or employer
16 policy provides for paid vacations, and an employee is terminated without having taken off his vested
17 vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such
18 contract of employment or employer policy respecting eligibility or time served; provided, however, that
19 an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon
20 termination." Defendants failed to pay Plaintiff and similarly situated employees for all the accrued
21 vacation that they had earned during their employment. Defendants deducted accrued vacation time for
22 hours that Plaintiff and similarly situated employees actually spent working. As a result, Plaintiff and
23 similarly situated employees had vacation time that should have remained accrued and ultimately paid
24 out at separation. Defendants failed to pay Plaintiffs and similarly situated employees all the PTO they
25 had accrued but not used at the time of their separation.

26 72. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
27 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
28 the extent pertinent as if set forth here in full.

TENTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to STOHLMAN AND ROGERS, INC. and Does 1 to 100)

73. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 72 as though fully set forth herein.

74. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

75. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, vacation wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

76. Plaintiff further alleges that such actions and conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

77. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

ELEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully set forth herein.

79. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- 1 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime
- 2 Wages)
- 3 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum
- 4 Wages)
- 5 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to
- 6 Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 7 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest
- 8 Periods or Pay Premiums in Lieu Thereof)
- 9 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 10 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 11 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 12 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any
- 13 Industrial Welfare Commission Order)
- 14 • Violation of Labor Code §§ 221, 223, 225 (Failure to Pay Contract Wages and Unlawful
- 15 Deductions)
- 16 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 17 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- 18 • Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)
- 19 • Violation of Labor Code § 227.3 (Failure to Pay Vested Vacation Time)

20 80. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
21 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
22 2699(f)(2).

23 81. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code
24 sections 2699(a) and 2699.3.

25 82. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
27 the extent pertinent as if set forth here in full
28

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

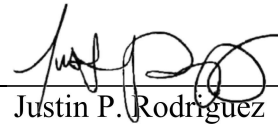
1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

- 1 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
2 226(e);
- 3 7. As to the Seventh Cause of Action:
- 4 a. An amount to be proven at trial;
- 5 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 6 8. As to the Eighth Cause of Action:
- 7 a. For any initial violations, \$100 for each failure to pay each employee;
- 8 b. For each subsequent violation or any willful or intentional violations \$200 for
9 each failure to pay each employee, plus 25 percent of the amount unlawfully
10 withheld;
- 11 9. As to the Ninth Cause of Action:
- 12 a. Unpaid wages as proven at trial;
- 13 10. As to the Eleventh Cause of Action:
- 14 a. For civil penalties as provided in the Labor Code for each enumerated violation;
- 15 b. For those Labor Code sections where there is no civil penalty provided for their
16 violation, the default penalty provided in Labor Code section 2699(f): for any
17 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
18 period; For any subsequent violation, two hundred dollars (\$200) for each
19 aggrieved employee per pay period;
- 20 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 21 d. For any other remedies as allowed by law and/or deemed appropriate by the
22 Court;
- 23 11. For such other and further relief as this Court may deem just and proper,
24 including, but not limited to:
- 25 a. Wages as proved at trial;
- 26 b. Injunctive and declaratory relief;
- 27 c. Attorney's fees and costs as provided for by law; and
- 28 d. Interest as provided for by law.

1 Dated: March 23, 2026

Shimoda & Rodriguez Law, PC

2
3 By:



Justin P. Rodriguez

Galen T. Shimoda

Austin D. Sork

Attorneys for Plaintiff

Rohrbacker v. Stohlman and Rogers, Inc.
Sacramento County Superior Court of California 26CV000833

**PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On April 21, 2026, I served the following documents on the party below:

• **FIRST AMENDED COMPLAINT FOR DAMAGES**

Dylan T. Dewit (SBN: 327363) Derek J. Haynes (SBN: 264621) PORTER SCOTT ATTORNEYS 2180 Harvard Street, Suite 500 Sacramento, CA 95815 Telephone: (916) 929-1481 Email: ddewit@porterscott.com dhaynes@porterscott.com jscarlett@porterscott.com	
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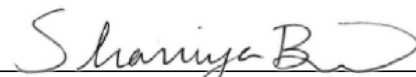
[] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service: _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on April 21, 2026, at Salt Lake City, Utah.


Shaniya Baird