

ENDORSED
Plumas Superior Court

JUN 17 2026

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLUMAS
COMPLEX CIVIL LITIGATION

TYLER ROCKWELL, JOHN SANFORD, and
ABDERRAHMANE REDA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiffs,

v.

SIERRA PACIFIC INDUSTRIES, INC., a
Delaware corporation; SIERRA PACIFIC
INDUSTRIES, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CV26-00071

ASSIGNED FOR ALL PURPOSES TO:
Hon. William Abramson, Dept. 2

**FIRST AMENDED CLASS ACTION AND
PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2698, *et seq.*).

DEMAND FOR JURY TRIAL

Complaint Filed: March 13, 2026
Trial Date: Not Set

1 Plaintiffs Tyler Rockwell, John Sanford, and Abderrahmane Reda (“Plaintiffs”), on information
2 and belief, allege as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action against Defendants Sierra Pacific Industries, Inc., Sierra Pacific
5 Industries, and DOES 1 through 50 (hereinafter collectively referred to as “Defendants”) for California
6 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for all
7 hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
8 authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage
9 statements, and failure to indemnify employees for expenditures.

10 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class
11 action on behalf of Plaintiffs and certain current and former employees of Defendants (hereinafter
12 collectively referred to as the “Class” or “Class Members,” and defined more fully below). The Class
13 consists of Plaintiffs and all other persons who have been employed by any Defendants in California as
14 an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims
15 pleaded here.

16 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the Labor Code
17 Private Attorneys Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties that
18 are owed to Plaintiffs, the State of California, and past and present non-exempt employees employed by
19 Defendants in the State of California during the statute of limitations period for their PAGA claims
20 (herein after referred to as the “Aggrieved Employees”).

21 4. Defendants own/owned and operate/operated an industry, business, and establishment
22 within the State of California, including Plumas County. As such and based upon all the facts and
23 circumstances incident to Defendants’ business in California, Defendants are subject to the California
24 Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California
25 Business & Professions Code.

26 5. Despite these requirements, throughout the statutory period, Defendants have, at times:

- 27 (a) Failed to pay some, but not necessarily all employees for all hours worked,
28 including all minimum, straight time, and overtime wages in compliance with the

California Labor Code and IWC Wage Orders;

- (b) Failed to provide some, but not necessarily all employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failed to authorize and permit some, but not necessarily all employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failed to pay some, but not necessarily all employees all minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failed to provide some, but not necessarily all employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and
- (f) Failed to indemnify some, but not necessarily all employees for expenditures incurred in direct discharge of duties of employment.

1. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

2. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiffs, the Class, and Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

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THE PARTIES

A. Plaintiffs

3. Plaintiff Tyler Rockwell is a resident of Quincy, California who worked for Defendants in Plumas County, California as an hourly-paid, non-exempt employee from approximately August 2013 to approximately October 2025.

4. Plaintiff John Sanford is a resident of Sacramento, California who worked for Defendants in Placer County, California as an hourly-paid, non-exempt employee from approximately January 2022 to approximately December 2025.

5. Plaintiff Abderrahmane Reda is a resident of Redding, California who worked for Defendants in Shasta County, California as an hourly-paid, non-exempt employee from approximately October 2023 to approximately May 2026.

6. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

7. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants Sierra Pacific Industries, Inc. and Sierra Pacific Industries are, and at all times herein mentioned, were:

(a) Business entities conducting business in numerous counties throughout the State of California, including Plumas County; and,

(b) The former employers of Plaintiffs, and the current and/or former employers of the putative Class and Aggrieved Employees because Defendant Sierra Pacific Industries, Inc. and Sierra Pacific Industries suffered and permitted Plaintiffs, the Class, and Aggrieved Employees, to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiffs, the Class, and Aggrieved Employees, thereby creating a common law employment relationship.

8. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-50, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe

Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class, and Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

9. At all times mentioned herein, the Defendants named as Does 1-50, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiffs and a significant number of the Class and Aggrieved Employees in the State of California.

10. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

11. Plaintiff Tyler Rockwell worked for Defendants in Plumas County, California as an hourly-paid, non-exempt employee from approximately August 2013 to approximately October 2025. Plaintiff John Sanford worked for Defendants in Placer County, California as an hourly-paid, non-exempt employee from approximately January 2022 to approximately December 2025. Plaintiff Abderrahmane Reda worked for Defendants in Shasta County, California as an hourly-paid, non-exempt employee from approximately October 2024 to approximately May 2026.

12. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly wage and classified Plaintiffs as non-exempt from overtime. Defendants repeatedly and frequently scheduled

1 Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs also
2 worked more than eight hours in a workday and more than forty (40) hours in a workweek.

3 13. Throughout Plaintiffs' employment, Defendants, at times, failed to pay Plaintiffs for all
4 hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with
5 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
6 timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, failed to
7 furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures.

8 14. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and some
9 of, but not necessarily all of, the Class and Aggrieved Employees for all hours worked, including
10 minimum, straight time, and overtime wages. Defendants would, at times, manufacture time keeping
11 records to falsely show that Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved
12 Employees took meal periods when in fact they worked "off-the-clock," uncompensated. The effect is
13 that Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees worked through
14 meal periods "off-the-clock," and continued to work after they had clocked out for the workday.
15 Defendants paid Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees
16 less than all their work time. Some of this unpaid work should have been paid at the overtime rate. In
17 failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours
18 Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees worked.

19 15. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs and
20 some of, but not necessarily all of, the Class and Aggrieved Employees with legally compliant meal
21 periods. Defendants required Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved
22 Employees to work in excess of five consecutive hours a day without providing a 30-minute,
23 uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiffs
24 and some of, but not necessarily all of, the Class and Aggrieved Employees for all missed meal periods
25 that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants
26 continued to assert control over Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved
27 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be
28 completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs and some

1 of, but not necessarily all of, the Class and Aggrieved Employees permission to take a meal period.
2 Defendants also failed, at times, to permit Plaintiffs and some of, but not necessarily all of, the Class and
3 Aggrieved Employees to take a second meal period when they worked at least ten hours of work in a
4 workday. As described above, Defendants would manufacture time keeping records to falsely show that
5 Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees took meal periods
6 by the fifth hour of work or took meal periods when in fact they worked “off-the-clock”, uncompensated,
7 because Plaintiffs and some, but not necessarily all of, the Class and Aggrieved Employees were regularly
8 asked to perform work during meal periods, and thus, were not fully relieved of all duties. Accordingly,
9 Defendants failed to provide meal periods to Plaintiffs and some of, but not necessarily all of, the Class
10 and Aggrieved Employees in compliance with California law.

11 16. Throughout the statutory period, Defendants have, at times, wrongfully failed to
12 authorize and permit Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved
13 Employees to take legally compliant rest periods. Defendants required Plaintiffs and some of, but not
14 necessarily all of, the Class and Aggrieved Employees to work in excess of four consecutive hours a day
15 without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest
16 period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs
17 and some of, but not necessarily all of, the Class and Aggrieved Employees for rest periods that were not
18 authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and some of, but
19 not necessarily all of, the Class and Aggrieved Employees by requiring, pressuring, or encouraging them
20 to perform work tasks which could not be completed without working in lieu of taking mandatory rest
21 periods, or by denying Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved
22 Employees permission to take a rest period. Plaintiffs and some of, but not necessarily all of, the Class
23 and Aggrieved Employees, at times, were not provided with a 10-minute uninterrupted, duty-free rest
24 period for every four hours of work due to demands of the business. Accordingly, Defendants failed to
25 authorize and permit Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved
26 Employees to take rest periods in compliance with California law.

27 17. Throughout the statutory period, Defendants, at times, willfully failed and refused to
28 timely pay Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees all final

wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures, minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to Plaintiffs by Defendants at the conclusion of Plaintiffs' employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages when Plaintiffs' employment terminated was not a single, isolated incident, but was instead consistent with Defendants' practices that applied, at times, to Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees.

18. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages, even though some, but not necessarily all, of them were entitled;
- (b) the violations led them to believe that they had been paid the minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages, even though some, but not necessarily all of them had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though some, but not necessarily all of them were entitled;
- (d) the violations led them to believe they had been paid minimum wage, straight

time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though some, but not necessarily all of them had not been;

(e) the violations hindered them from determining the amounts of minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to some, but not necessarily all of them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to some, but not necessarily all of them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to some, but not necessarily all of them, the violations caused some, but not necessarily all of them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees were entitled, and Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees were paid less than the wages and wage rates to which some, but not necessarily all of them were entitled.

Thus, Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e).

19. Throughout the statutory period, Defendants have wrongfully required Plaintiffs and some, but not necessarily all of the Class and Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and some, but not necessarily all, of the Class and Aggrieved Employees paid out-of-pocket for necessary employment-related expenses.

20. Plaintiffs and some of the Class and Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify

1 Plaintiffs and some of the Class and Aggrieved Employees for these employment-related expenses. By
2 way of example, Plaintiffs, and some of the Class and Aggrieved Employees, were required to use their
3 personal cell phones for work purposes, including communications with management and other co-
4 workers.

5 **CLASS ACTION ALLEGATIONS**

6 21. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
7 persons similarly situated, and thus, seek class certification under California Code of Civil Procedure §
8 382.

9 22. All claims alleged herein arise under California law for which Plaintiffs seek relief
10 authorized by California law.

11 23. The proposed Class consists of and is defined as:

12 All persons who worked for any Defendant in California as an hourly-paid or non-exempt
13 employee at any time during the period beginning four years before the filing of the initial
14 complaint in this action and ending when notice to the Class is sent.

15 24. At all material times, Plaintiffs were members of the Class.

16 25. Plaintiffs undertake this concerted activity to improve the wages and working conditions
17 of all Class Members.

18 26. There is a well-defined community of interest in the litigation and the Class is readily
19 ascertainable:

20 (a) Numerosity: The members of the Class (and each subclass, if any) are so
21 numerous that joinder of all members would be unfeasible and impractical. The
22 membership of the entire Class is unknown to Plaintiffs at this time; however, the
23 Class is estimated to be greater than forty (40) individuals and the identity of such
24 membership is readily ascertainable by inspection of Defendants' records.

25 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the
26 interests of each Class Member with whom there is a shared, well-defined
27 community of interest, and Plaintiffs' claims (or defenses, if any) are typical of
28 all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the

1 interests of each Class Member with whom there is a shared, well-defined
2 community of interest and typicality of claims, as demonstrated herein. Plaintiffs
3 have no conflicts with or interests antagonistic to any Class Member. Plaintiffs'
4 attorneys, the proposed class counsel, are versed in the rules governing class
5 action discovery, certification, and settlement. Plaintiffs have incurred, and
6 throughout the duration of this action, will continue to incur costs and attorneys'
7 fees that have been, are, and will be necessarily expended for the prosecution of
8 this action for the substantial benefit of each class member.

9 (d) Superiority: A Class Action is superior to other available methods for the fair and
10 efficient adjudication of the controversy, including consideration of:

- 11 1) The interests of the members of the Class in individually controlling the
12 prosecution or defense of separate actions;
- 13 2) The extent and nature of any litigation concerning the controversy already
14 commenced by or against members of the Class;
- 15 3) The desirability or undesirability of concentrating the litigation of the
16 claims in the particular forum; and,
- 17 4) The difficulties likely to be encountered in the management of a class
18 action.

19 (e) Public Policy Considerations: The public policy of the State of California is to
20 resolve the California Labor Code claims of many employees through a class
21 action. Indeed, current employees are often afraid to assert their rights out of fear
22 of direct or indirect retaliation. Former employees are also fearful of bringing
23 actions because they believe their former employers might damage their future
24 endeavors through negative references and/or other means. Class actions provide
25 the class members who are not named in the complaint with a type of anonymity
26 that allows for the vindication of their rights at the same time as their privacy is
27 protected.

28 27. There are common questions of law and fact as to the Class (and each subclass, if any)

1 that predominate over questions affecting only individual members, including without limitation,
2 whether, as alleged herein, Defendants have:

- 3 (a) Failed to pay Class Members for all hours worked, including minimum, straight
4 time, and overtime wages;
- 5 (b) Failed to provide meal periods and pay meal period premium wages to Class
6 Members;
- 7 (c) Failed to authorize and permit rest periods and pay rest period premium wages to
8 Class Members;
- 9 (d) Failed to provide Class Members with timely final wages;
- 10 (e) Failed to provide Class Members with accurate wage statements;
- 11 (f) Failed to indemnify Class Members for expenditures; and
- 12 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of
13 their illegal conduct as described above.

14 28. This Court should permit this action to be maintained as a class action pursuant to
15 California Code of Civil Procedure § 382 because:

- 16 (a) The questions of law and fact common to the Class predominate over any
17 question affecting only individual Class Members;
- 18 (b) A class action is superior to any other available method for the fair and efficient
19 adjudication of the claims of the Class Members;
- 20 (c) The members of the Class are so numerous that it is impractical to bring all
21 members of the class before the Court;
- 22 (d) Plaintiff, and the other members of the Class, will not be able to obtain effective
23 and economic legal redress unless the action is maintained as a class action;
- 24 (e) There is a community of interest in obtaining appropriate legal and equitable
25 relief for the statutory violations, and in obtaining adequate compensation for the
26 damages and injuries for which Defendants are responsible in an amount
27 sufficient to adequately compensate the members of the Class for the injuries
28 sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
- 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

29. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class and Aggrieved Employees that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and Aggrieved Employees and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

30. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 34 in this Complaint.

31. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required

1 to do so.

2 32. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay to
3 Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees compensation for
4 all hours they worked. By their failure to pay compensation for each hour worked as alleged above,
5 Defendants willfully violated the provisions of California Labor Code § 1194, and any additional
6 applicable Wage Orders, which require such compensation to non-exempt employees.

7 33. Accordingly, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved
8 Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked
9 for Defendants.

10 34. By and through the conduct described above, Plaintiffs and some of, but not necessarily
11 all of, the Class and Aggrieved Employees have been deprived of their rights to be paid wages earned by
12 virtue of their employment with Defendants.

13 35. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs
14 and some of, but not necessarily all of, the Class and Aggrieved Employees for their non-overtime hours
15 worked without pay, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved
16 Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to
17 Plaintiffs, the Class, and Aggrieved Employees, and which will be ascertained according to proof at trial.

18 36. By failing to keep adequate time records required by California Labor Code § 1174(d),
19 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
20 Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees.

21 37. Pursuant to California Labor Code § 1194.2, Plaintiffs and some of, but not necessarily
22 all of, the Class and Aggrieved Employees are entitled to recover liquidated damages (double damages)
23 for Defendants' failure to pay minimum wages.

24 38. California Labor Code § 204 requires employers to provide employees with all wages
25 due and payable twice a month. Throughout the statute of limitations period applicable to this cause of
26 action, Plaintiffs, the Class, and Aggrieved Employees were entitled to be paid twice a month at rates
27 required by law, including minimum and straight time wages. However, Defendants failed and refused
28 to pay Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees all such

1 wages due and failed to pay those wages twice a month.

2 39. Plaintiffs, the Class, and Aggrieved Employees are also entitled to seek recovery of all
3 unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to
4 California Labor Code §§ 218.5, 218.6, and 1194(a).

5 **SECOND CAUSE OF ACTION**

6 **(Against All Defendants for Failure to Pay Overtime Wages)**

7 40. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
8 through 34 in this Complaint.

9 41. California Labor Code § 510 provides that employees in California shall not be employed
10 more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional
11 compensation beyond their regular wages in amounts specified by law.

12 42. California Labor Code §§ 1194 and 1198 provide that employees in California shall not
13 be employed more than eight hours in any workday unless they receive additional compensation beyond
14 their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that
15 the employment of an employee for longer hours than those fixed by the IWC is unlawful.

16 43. At all times relevant hereto, Plaintiffs and some of, but not necessarily all of, the Class
17 and Aggrieved Employees have, at times, worked more than eight hours in a workday and/or more than
18 forty (40) hours in a workweek, as employees of Defendants.

19 44. At all times relevant hereto, Defendants failed to pay Plaintiffs and some of, but not
20 necessarily all of, the Class and Aggrieved Employees overtime compensation for the hours they have
21 worked in excess of the maximum hours permissible by law as required by California Labor Code §§
22 510 and 1198.

23 45. By virtue of Defendants' unlawful failure to pay additional premium rate compensation
24 to the Plaintiffs and some of, but necessarily all of, the Class and Aggrieved Employees for their overtime
25 hours worked, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees have
26 suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but
27 which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof
28 at trial.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

49. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 34 in this Complaint.

1 the Class and Aggrieved Employees to take all meal periods as alleged above (or due to the fact that
2 Defendants, at times, made it impossible or impracticable to take these uninterrupted meal periods),
3 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage
4 Orders.

5 52. Under California law, Plaintiffs and some of, but not necessarily all of, the Class and
6 Aggrieved Employees are entitled to be paid one hour of additional wages for each workday they were
7 not provided with all required meal period(s), plus interest thereon.

8 **FOURTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

10 53. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
11 through 34 in this Complaint.

12 54. Defendants are required by California law to authorize and permit breaks of ten
13 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two
14 hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and
15 authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked.
16 Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to
17 two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest
18 break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee
19 to work during any rest period mandated under any Wage Order.

20 55. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs and
21 some of, but not necessarily all of, the Class and Aggrieved Employees to take rest breaks, regardless of
22 whether employees worked more than four hours in a workday. By their failure to permit and authorize
23 Plaintiffs and some of, but not necessarily all of the Class and Aggrieved Employees to take rest periods
24 as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take
25 these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code
26 § 226.7 and the applicable Wage Orders.

27 ///

28 ///

1 56. Under California law, Plaintiffs and some of, but not necessarily all of, the Class and
2 Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday they
3 were not provided with all required rest break(s), plus interest thereon.

4 **FIFTH CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
6 **Penalties)**

7 57. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
8 through 34 in this Complaint.

9 58. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an
10 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
11 payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages
12 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has
13 given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
14 is entitled to his or her wages at the time of quitting.

15 59. Within the applicable statute of limitations, the employment of many other members of
16 the Class and Aggrieved Employees ended, i.e., was terminated by quitting or discharge, and the
17 employment of others will be. However, during the relevant time period, Defendants, at times, failed,
18 and continue to fail, to pay some of, but not necessarily all of, the terminated Class Members and
19 Aggrieved Employees, without abatement, all wages required to be paid by California Labor Code §§
20 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants’
21 employ. Plaintiffs do not allege that all of the Class Members and Aggrieved Employees were so harmed.

22 60. Defendants’ failure to pay some of, but not necessarily all of, the Class Members and
23 Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the
24 time of discharge, or within seventy-two (72) hours of their leaving Defendants’ employ, is in violation
25 of California Labor Code §§ 201 and 202.

26 61. California Labor Code § 203 provides that if an employer willfully fails to pay wages
27 owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty
28 wage from the due date, and at the same rate until paid or until an action is commenced; but the wages

1 shall not continue for more than thirty (30) days.

2 62. Pursuant to California Labor Code § 203, some of the Class and Aggrieved Employees
3 are entitled to recover from Defendants their additionally accruing wages for each day they were not paid,
4 at their regular hourly rate of pay, up to thirty (30) days maximum.

5 63. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class and Aggrieved
6 Employees are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
7 incurred in this action.

8 **SIXTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Provide and Maintain Accurate and**
10 **Compliant Wage Records)**

11 64. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
12 through 34 in this Complaint.

13 65. At all material times set forth herein, California Labor Code § 226(a) provides that every
14 employer shall furnish each of his or her employees an accurate itemized wage statement in writing
15 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the
16 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
17 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
18 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
19 period for which the employee is paid, (7) the name of the employee and the last four digits of his or her
20 social security number or an employee identification number other than a social security number, (8) the
21 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
22 during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

23 66. Defendants have, at times, intentionally and willfully failed to provide employees with
24 complete and accurate wage statements. The deficiencies include, among other things, the failure to
25 correctly identify the gross wages earned by Plaintiffs and some of the Class and Aggrieved Employees,
26 the failure to list the true "total hours worked by the employee," and the failure to list the true net wages
27 earned. Plaintiffs do not allege that all of the Class Members and Aggrieved Employees were so harmed.

28 67. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and

1 some of, but not necessarily all of, the Class and Aggrieved Employees have suffered injury and damage
2 to their statutorily protected rights.

3 68. Specifically, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved
4 Employees have been injured by Defendants' intentional violation of California Labor Code § 226(a)
5 because Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees were
6 denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
7 statements under California Labor Code § 226(a).

8 69. Calculation of the true wage entitlement for Plaintiffs and some of, but not necessarily all
9 of, the Class and Aggrieved Employees is difficult and time consuming. As a result of this unlawful
10 burden, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees were also
11 injured as a result of having to bring this action to attempt to obtain correct wage information following
12 Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws
13 and regulations.

14 70. Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees are
15 entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to
16 comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars
17 (\$4,000) per employee.

18 71. Plaintiffs, the Class, and Aggrieved Employees are also entitled to injunctive relief, as
19 well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California
20 Labor Code § 226(h).

21 **SEVENTH CAUSE OF ACTION**

22 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

23 72. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
24 through 34 in this Complaint.

25 73. As set forth above, Plaintiffs and some of, but not necessarily all of, the Class and
26 Aggrieved Employees were required to incur substantial necessary expenditures and losses in direct
27 consequence of the discharge of their duties or of their obedience to directions of Defendants.

28 ///

74. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

75. As a result, Plaintiffs and some of, but not necessarily all of, the Class and Aggrieved Employees were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

76. Plaintiffs, the Class, and Aggrieved Employees are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

77. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 34 in this Complaint.

78. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

79. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and Aggrieved Employees, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

80. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

81. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair,

1 unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§
2 17200, *et seq.*

3 **Failure to Pay Minimum and Straight Time Wages**

4 82. Defendants' failure to pay minimum and straight time wages, and other benefits in
5 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California
6 Business & Professions Code §§ 17200, *et seq.*

7 **Failure to Pay Overtime Wages**

8 83. Defendants' failure to pay overtime compensation and other benefits in violation of
9 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by
10 California Business & Professions Code §§ 17200, *et seq.*

11 **Failure to Provide Meal Periods**

12 84. Defendants' failure to provide meal periods in accordance with California Labor Code
13 §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity
14 prohibited by California Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Authorize and Permit Rest Periods**

16 85. Defendants' failure to authorize and permit rest periods in accordance with California
17 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair
18 activity prohibited by Business and Professions Code §§ 17200, *et seq.*

19 **Failure to Indemnify Business Expenses**

20 86. Defendants' failure to reimburse expenses incurred in accordance with California Labor
21 Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California
22 Business & Professions Code §§ 17200, *et seq.*

23 87. By and through their unfair, unlawful and/or fraudulent business practices described
24 herein, Defendants, have obtained valuable property, money and services from Plaintiffs, all persons
25 similarly situated, and other aggrieved employees, and have deprived Plaintiffs, all persons similarly
26 situated, and other aggrieved employees, of valuable rights and benefits guaranteed by law, all to their
27 detriment.

28 88. Plaintiffs, the Class Members, and Aggrieved Employees suffered monetary injury as a

1 direct result of Defendants' wrongful conduct.

2 89. Plaintiffs, individually, on behalf of members of the putative Class, and on behalf of the
3 State of California and other Aggrieved Employees, are entitled to, and do, seek such relief as may be
4 necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of
5 which Plaintiffs, the Class, and Aggrieved Employees have been deprived, by means of the above-
6 described unfair, unlawful and/or fraudulent business practices. Plaintiffs, the Class, and Aggrieved
7 Employees are not obligated to establish individual knowledge of the wrongful practices of Defendants
8 in order to recover restitution.

9 90. Plaintiffs, individually, on behalf of members of the putative Class, and on behalf of the
10 State of California and other Aggrieved Employees, are further entitled to, and do, seek a declaration that
11 the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief
12 restraining the Defendants, and each of them, from engaging in any of the above-described unfair,
13 unlawful and/or fraudulent business practices in the future.

14 91. Plaintiffs, individually, on behalf of members of the putative Class, and on behalf of the
15 State of California and other Aggrieved Employees, have no plain, speedy, and/or adequate remedy at
16 law to redress the injuries which the Class Members and Aggrieved Employees suffered as a consequence
17 of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair,
18 unlawful and/or fraudulent business practices described above, Plaintiffs, individually, on behalf of
19 members of the putative Class, and on behalf of the State of California and other Aggrieved Employees,
20 have suffered and will continue to suffer irreparable harm unless the Defendants are restrained from
21 continuing to engage in said unfair, unlawful and/or fraudulent business practices.

22 92. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein
23 above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

24 93. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs, putative
25 Class Members, and Aggrieved Employees are entitled to restitution of the wages withheld and retained
26 by Defendants during a period that commences four years prior to the filing of this complaint; a
27 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff, Class Members,
28 and Aggrieved Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure §

1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

**(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004,
Cal. Lab. Code § 2698 et seq.)**

94. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 34 in this Complaint.

95. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

96. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or himself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

97. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiffs’ PAGA case number is LWDA-CM-1163171-26 (*Tyler Rockwell, et al. v. Sierra Pacific Industries, Inc., Sierra Pacific Industries, et al.*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

98. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved

Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

99. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

2. That Plaintiffs be appointed as the representatives of the Class; and,

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For penalties, restitution, and liquidated damages pursuant to California Labor Code § 1197.1;

8. For liquidated damages;

9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor

Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

12. For unpaid wages at overtime wage rates as may be appropriate;

13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

17. For unpaid meal period premium wages as may be appropriate;

18. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

19. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

20. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

21. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

22. For unpaid rest period premium wages as may be appropriate;

23. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

24. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

25. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Labor

Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

27. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

28. For pre-judgment interest on any unpaid wages from the date such amounts were due;

29. For reasonable attorneys' fees and for costs of suit incurred herein; and,

30. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code § 226(e);

34. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

35. For reasonable attorneys' fees and for costs of suit incurred herein; and,

36. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

38. For unpaid wages or unreimbursed business expenses as may be appropriate;

39. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time,

and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

43. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

44. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

46. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, and failing to indemnify for expenditures;

49. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of California, and all similarly aggrieved employees pursuant to PAGA;

50. Pre-judgment and post-judgment interest at the maximum rate allowed;

51. Attorneys' fees and costs reasonably incurred; and

52. Injunctive and declaratory relief to the extent allowed by PAGA.

As to all Causes of Action

53. For any additional relief that the Court deems just and proper.

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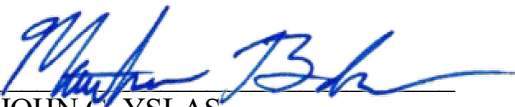
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Dated: June 16, 2026

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

By: 
JOHN G. YSLAS
WILLIAM M. PAO
MATTHEW R. BAKER
Attorneys for *Plaintiffs*
TYLER ROCKWELL, JOHN SANFORD, and
ABDERRAHMANE REDA

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: June 16, 2026

WILSHIRE LAW FIRM, PLC

By: 
JOHN G. YSLAS
WILLIAM M. PAO
MATTHEW R. BAKER
Attorneys for *Plaintiffs*
TYLER ROCKWELL, JOHN SANFORD, and
ABDERRAHMANE REDA

PROOF OF SERVICE

Rockwell, et al. v. Sierra Pacific Industries, Inc., et al.
Case No.: CV26-00071

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Wendy Sarabia, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is wendy.sarabia@wilshirelawfirm.com.

On **June 16, 2026**, I served the foregoing: **FIRST AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION COMPLAINT**, on the interested parties listed below by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Kathryn T. McGuigan (SBN 232112)
kmcguigan@leechtishman.com
Mariam El Hasan (SBN 349779)
melhasan@leechtishman.com
Erin A. Gastrock (SBN)
egastrock@leechtishman.com
LEECH TISHMAN NELSON HARDIMAN
1100 Glendon Avenue, 14th Floor
Los Angeles, CA 90024

Attorneys for *Defendants*
SIERRA PACIFIC INDUSTRIES, INC. and SIERRA PACIFIC INDUSTRIES

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email addresses listed above using One Legal.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **June 16, 2026**, at Los Angeles, California.



Wendy Sarabia