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13 Corwin Reynante

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF RIVERSIDE

16 Corwin Reynante, in his individual and
17 representative capacity,

18 Plaintiff,

19 v.

20 Home Depot U.S.A., Inc., The Home
21 Depot, Inc., Sunrun Inc., and DOES
22 1 through 10, inclusive,

23 Defendants.

FILED
Superior Court of California
County of Riverside

6/1/2021
K. Thomsen
Electronically Filed

CASE NO.: CVRI2101570

**FIRST AMENDED CLASS ACTION
AND PRIVATE ATTORNEY GENERAL
COMPLAINT FOR:**

1. Violation of Cal. Labor Code
§6409.6
2. Violation of Cal OSHA Standard
3. Violation of Business and
Professions Code §17200 *et seq.*

DEMAND FOR JURY TRIAL.

1 Plaintiff Corwin Reynante alleges as follows:

2
3 **INTRODUCTION**

4 1. Plaintiff brings this Complaint to recover penalties and damages owed
5 to him and other past and present California employees as the result of violations of the
6 California Labor Code and the standards of the Division of Occupational Safety and
7 Health (“Cal OSHA”) by Home Depot U.S.A., Inc. and The Home Depot, Inc.
8 (collectively “Home Depot”), and Sunrun Inc. (“Sunrun”). Defendant Home Depot and
9 Defendant Sunrun are collectively referred to as “Defendants.”

10 2. Plaintiff brings the First and Second Causes of Action in this Complaint
11 against Home Depot as a Private Attorney General on behalf of the State of California and
12 all individuals employed by Home Depot or Sunrun who worked inside a California
13 Home Depot location in California at any time since January 1, 2021.

14 3. Plaintiff brings the First and Second Causes of Action in this Complaint
15 against Sunrun as a Private Attorney General on behalf of the State of California and all
16 individuals employed by Sunrun who worked inside a California Home Depot location at
17 any time since January 1, 2021.

18 4. Plaintiff brings the Third Cause of Action in this Complaint as a class action
19 pursuant to California Code of Civil Procedure §382. Plaintiff brings the Third Cause of
20 Action in this Complaint against the Home Depot defendants only. The class is defined as
21 follows: each California citizen whom any Defendant employed and who worked inside a
22 California Home Depot location at any time since January 1, 2021.

23 **THE PARTIES**

24 5. Plaintiff Corwin Reynante (“Reynante” or “Plaintiff”) is a citizen of the
25 United States. From December 26, 2019, Defendants employed Reynante in Riverside
26 County, California. Initially, Reynante worked as a Retail Sales Associate.

1 6. Defendant Home Depot U.S.A., Inc. and Defendant The Home Depot, Inc.
2 are corporations organized under the laws of the State of Delaware. Home Depot has its
3 principal office in Atlanta, Georgia. It operates numerous retail stores throughout
4 California, including the location at which Plaintiff worked.

5 7. Defendant Sunrun Inc. is a corporation organized under the laws of the State
6 of Delaware with its principal place of business in San Francisco, California. It operates
7 out of multiple locations in California.

8 8. Defendants employ individuals throughout the State of California, and
9 therefore are subject to the California Labor Code.

10 9. Plaintiff is currently unaware of the true names and capacities of the
11 Defendants sued herein as Does 1 through 10 (the "Doe Defendants") and therefore sue
12 the Doe Defendants by such fictitious names. Plaintiff will amend this Complaint to
13 allege the true names and capacities of the Doe Defendants when they are ascertained.

14 10. Plaintiff is informed and believes, and thereon alleges, that the Doe
15 Defendants are the partners, agents, or principals and co-conspirators of the named
16 Defendants and of each other; that the named Defendants and the Doe Defendants
17 performed the acts and conduct herein alleged directly, aided and abetted the performance
18 thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and
19 conduct, and therefore each of the Doe Defendants is liable to Plaintiff to the extent of the
20 liability of the named Defendants as alleged herein.

21 11. Plaintiff is informed and believes, and on that basis alleges, that at all times
22 herein mentioned, all of the Defendants are and were a single employer.

23 12. Plaintiff is informed and believes, and on that basis alleges, that at all times
24 herein mentioned, each of the Defendants was the agent, servant and/or employee of each
25 of the other Defendants and, in connection with the matters hereinafter alleged, was acting
26 within the scope of such agency and employment, and each Defendant ratified each and
27 every act, omission and thing done by each and every other Defendant herein.
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14. Venue is proper under California Code of Civil Procedure §395.5, as this is a county where liability against Defendants arises.

15. Plaintiff realleges and incorporates herein by this reference the allegations of Paragraphs 1 through 14 hereof, inclusive.

17. Plaintiff hereby seeks to recover civil penalties for each Labor Code violation described herein on behalf of themselves, the State of California, all employees who have been employed by any Defendant in California, pursuant to California Labor Code §2699 *et seq.*

19. More than 3 business days have passed since Plaintiff gave written notice as statutorily prescribed to the Division and the LWDA, and the Division has not provided any notice of intent to investigate any of the alleged violations. Additionally, more than 33 days have passed since written notice was sent by certified mail to Defendants, and Defendants have not provided written notice that they have cured the violations.

1 **COMMON ALLEGATIONS**

2 20. Plaintiff realleges and incorporates herein by this reference the allegations
3 of Paragraphs 1 through 19 hereof, inclusive.

4 **Defendants Sunrun and Home Depot**

5 21. Sunrun's principal business is providing solar panels and related energy
6 services to customers. It sells solar panels and batteries for storing solar energy for use in
7 homes and residences. It also provides energy plans to customers to supplement the
8 electricity from conventional utility companies.

9 22. Sunrun employs employees to sell Sunrun products and services to
10 customers at various stores in conjunction with companies that own the stores.

11 23. Sunrun employs employees to sell Sunrun products and services in retail
12 stores operated by Defendant Home Depot throughout California.

13 24. Home Depot operates a chain of warehouse retail stores selling a vast
14 variety of home improvement goods and services, including building supplies, tools,
15 hardware, gardening supplies, home appliances, patio furniture, installation services,
16 design services, and repair services.

17 25. Plaintiff sold Sunrun products and services at Home Depot stores located in
18 Hemet, California and Beaumont, California.

19 26. Plaintiff is a Retail Sales Associate at Defendant Sunrun. He is and was
20 treated as an employee of Defendant Sunrun.

21 27. Due to Home Depot's control over Plaintiff's work conditions, he is and
22 was treated as an employee of Home Depot.

23 **Home Depot's Control Over Plaintiff**

24 28. At all times relevant hereto, Home Depot employed and exercised control
25 over the working conditions of Plaintiff, and has engaged, suffered or permitted him to
26 work for Defendant.

27 29. At all times relevant hereto, Home Depot has engaged, suffered and
28 permitted Plaintiff to work at Home Depot warehouse stores in California performing

1 tasks that included greeting customers and responding to customer inquiries regarding
2 locations of items within the store.

3 30. Home Depot controlled the time, place, manner and means by which
4 Plaintiff performs his job duties.

5 31. Home Depot had the power to cause Plaintiff and other Sunrun employees
6 to work and the power to prevent Plaintiff and other Sunrun employees from working.
7 Defendant Home Depot subjected Plaintiff to discipline and termination from specific
8 store locations.

9 32. On or about January 3, 2021, an assistant manager of Home Depot's store
10 located in Hemet, California, held a disciplinary meeting with Plaintiff. She pulled him
11 into a private room with the assistant store manager and another Home Depot employee
12 and told Plaintiff that his actions (i.e., trying to learn whether any workers at the store had
13 tested positive for COVID-19, for his own safety and the safety of others) were scaring
14 employees whom Home Depot required to work in the store. The Home Depot assistant
15 managers exercised specific authority over the manner in which Plaintiff conducted his
16 job duties, and gave specific instructions, including instructions that Plaintiff desist in
17 making any inquiries regarding COVID-19 infections in the workplace.

18 33. Home Depot retains the right to exclude or ban any employee, including
19 Plaintiff, from a specific location.

20 34. Within a day after the disciplinary meeting, Plaintiff was not allowed to
21 work at the Home Depot store in Hemet.

22 **Positive COVID-19 Tests**

23 35. Several individuals who work at the same Home Depot store where Plaintiff
24 worked tested positive for COVID-19.

25 36. Plaintiff received no notification from Sunrun or Home Depot regarding the
26 fact that individuals at Plaintiff's work site tested positive for COVID-19 or that
27 employees may have been exposed to COVID-19.
28

1 37. Despite knowing that individuals tested positive for COVID-19, Defendants
2 failed to provide notice to employees present at the same store of the potential exposure to
3 COVID-19.

4 38. All employees are subject to Defendants' common practices of failing to
5 provide notice of individuals at a work site testing positive for COVID-19.

6 **FIRST CAUSE OF ACTION**

7 **(Representative Claim for Violation of Cal. Labor Code § 6409.6**

8 **Against All Defendants)**

9 39. Plaintiff realleges and incorporates herein by this reference the allegations
10 of Paragraphs 1 through 38 hereof, inclusive.

11 40. At all times relevant hereto, upon receiving notice of a potential exposure to
12 COVID-19, California Labor Code §6409.6(a) required Defendants to: 1) provide written
13 notice to all employees "who were on the premises at the same worksite" that they may
14 have been exposed to COVID-19, 2) provide all employees who may have been exposed
15 with information on COVID-19 related benefits, and 3) notify employees on the
16 "disinfection and safety plan that the employer plans to implement per the guidelines of
17 the federal Centers for Disease Control."

18 41. California Labor Code §6409.6(a) also required Home Depot to provide the
19 notices described above to the employer of any subcontracted employees working on
20 Home Depot premises.

21 42. Defendants were aware that individuals at their California stores tested
22 positive for COVID-19 and were exposing their respective work sites to COVID-19.

23 43. In each instance of awareness that an individual had tested positive for
24 COVID-19, Defendants were required to provide notice to all other employees and
25 employers of subcontracted employees at the same work site or who may have been
26 exposed.

44. Defendants maintain a uniform unlawful policy of intentionally refusing to provide the requisite notices to employees who were at the same work site as the individual who tested positive for COVID-19 or were potentially exposed to COVID-19. Defendant Home Depot also maintains a policy of refusing to provide notice to the employer of any subcontracted employees working on Home Depot premises.

SECOND CAUSE OF ACTION

(Representative Claim for Violation of Cal OSHA Standard

Against All Defendants)

45. Plaintiff realleges and incorporates herein by this reference the allegations of Paragraphs 1 through 44 hereof, inclusive.

46. Cal OSHA maintains standards for work places to ensure the health and safety of California employees.

47. At all relevant times hereto, Cal OSHA standard 8 Cal. Code of Regs. 3205(c)(3)(B)(3) required employers to establish and implement a written COVID-19 Prevention Program addressing an enumerated list of topics, including giving notice of a potential COVID exposure within one business day to all employees who may have been exposed, and “all independent contractors and other employers who were present at the workplace during the high-risk exposure period.”

48. Defendants failed to establish and implement a written COVID-19 Prevention Program as required by Cal OSHA standards.

49. Defendants were aware that individuals at their California stores tested positive for COVID-19 and exposing their respective work sites to COVID-19.

50. In each instance of awareness that an individual has tested positive for COVID-19, Defendants were required provide notice to all employees who may have been exposed within one business day.

51. Defendants maintain a uniform unlawful policy of intentionally, repeatedly, and willfully refusing to provide employees with the requisite notice of potential exposure to COVID-19.

1 **THIRD CAUSE OF ACTION**

2 **(Class Claim for Violation of Business and Professions Code §17200 *et seq.***
3 **Against Defendants Home Depot U.S.A, Inc. and The Home Depot, Inc.)**

4 52. Plaintiff realleges and incorporates herein by this reference the allegations
5 of Paragraphs 1 through 51 hereof, inclusive.

6 53. The conduct described in the First through Second Causes of Action
7 constitutes an unfair business practice.

8 54. Plaintiff and other putative class members have suffered injury in fact and
9 lost money and/or property as a result of such unfair competition.

10 55. By failing to create and maintain a COVID-19 Prevention Program and
11 failing to provide the requisite notices to employees, the Home Depot Defendants avoided
12 substantial expenses and thereby enriched themselves at the expense of their employees.

13 56. Plaintiff seeks full restitution from the Home Depot Defendants to restore
14 any and all monies withheld, acquired and/or converted by the Home Depot Defendants
15 by means of the unfair practices complained of herein.

16 57. Plaintiff further seeks the issuance of a preliminary and permanent
17 injunction prohibiting the Home Depot Defendants from further engaging in the conduct
18 described herein and affirmatively requiring compliance with the statutes identified
19 herein.

20 **CLASS ACTION ALLEGATIONS**

21 58. Plaintiff realleges and incorporates herein by this reference the allegations
22 of paragraphs 1 through 57 hereof, inclusive.

23 59. Plaintiff alleges the Third Cause of Action in this Complaint on behalf of a
24 class defined as follows: each California citizen whom any Defendant employed and who
25 worked inside a California Home Depot location at any time since January 1, 2021.

26 60. Plaintiff brings the Third Cause of Action in this Complaint only against
27 Home Depot.
28

1 61. Plaintiff is informed and believes, and thereon alleges, that Home Depot has
2 employed over ten thousand employees in California during the time period relevant
3 hereto.

4 62. Plaintiff is informed and believes, and thereon alleges, that Home Depot has
5 had over two hundred subcontracted employees employed by Sunrun working in Home
6 Depot's California store locations during the time period relevant hereto.

7 63. Plaintiff is informed and believes, and thereon alleges, that all Home Depot
8 employees in California and subcontracted employees employed by Sunrun working in
9 Home Depot's California store locations have been subject to Home Depot's violations of
10 the California Labor Code described in the Third Cause of Action in this Complaint.

11 64. Plaintiff is informed and believes, and thereon alleges, that Plaintiff has
12 been subject to the exact same violations of the California Labor Code described in the
13 Third Cause of Action in this Complaint as all other employees and subcontracted
14 employees in California.

15 65. Plaintiff has agreed to fairly and adequately represent the rights of the class.

16 66. Plaintiff has the means to fairly and adequately represent the rights of the
17 class.

18 67. Plaintiff is informed and believes, and thereon alleges, that his claims are
19 typical of the class.

20 68. Plaintiff is informed and believes, and thereon alleges, that common
21 questions of law and fact predominate with regard to all class claims.

22 69. Plaintiff is informed and believes, and thereon alleges, that a class action is
23 superior to all other available means of resolving the class members' claims.

24 70. Plaintiff is informed and believes, and thereon alleges, that treatment of the
25 instant claims as a class action will accrue substantial benefits to the litigants, the class,
26 the public, and the courts.

71. The total value of Plaintiff's individual claims is less than \$75,000.

The total amount in controversy in all of the claims, exclusive of penalties that Plaintiff seeks to collect under the Private Attorney General Act, is less than \$5,000,000.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants Home Depot U.S.A., Inc., The Home Depot, Inc., Sunrun Inc., and Does 1 through 10, inclusive, and each of them, as follows:

ON THE FIRST CAUSE OF ACTION:

1. For temporary, preliminary and permanent injunctive relief against Defendants' ongoing violations of the Labor Code and requiring that Defendants provide the requisite notices related to exposure to COVID-19 for all California employees as required by Labor Code §6409.6;
2. For civil penalties pursuant to Labor Code §§6409.6, 6317, and 2699; and
3. For attorney fees and costs in accordance with California Labor Code §2699, and California Code of Civil Procedure §1021.5.

ON THE SECOND CAUSE OF ACTION:

1. For temporary, preliminary and permanent injunctive relief against Defendants' ongoing violations of the Labor Code and Cal OSHA standards and requiring that Defendants implement and maintain a written COVID-19 Prevention Program for all California employees as required by 8 Cal. Code of Regs 3205;
2. For civil penalties pursuant to Labor Code §§6427, 6428, 6429, and 2699; and
3. For attorney fees and costs in accordance with California Labor Code §2699, and California Code of Civil Procedure §1021.5.

ON THE THIRD CAUSE OF ACTION:

1. For temporary, preliminary and permanent injunctive relief against the Home Depot Defendants' ongoing violations of the Labor Code as described herein;

2. For disgorgement of the Home Depot Defendants' ill-gotten gains and other relief that may be necessary to remedy the Home Depot Defendants' misconduct;
3. For restitution of payments unlawfully withheld;
4. For attorney fees and costs pursuant to California Code of Civil Procedure §1021.5; and
5. For interest pursuant to Civil Code §3287.

ON ALL CAUSES OF ACTION:

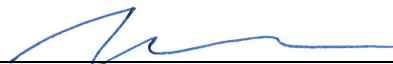
1. For costs of suit, to the extent not otherwise prayed for above;
2. For attorney fees to the extent not otherwise prayed for above;
3. For interest on amounts recoverable; and
4. For such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

DATED: June 1, 2021

THE GRAVES FIRM

By: 

ALLEN GRAVES

Attorney for Plaintiff
Corwin Reynante

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On June 1, 2021, I served the following document(s) described as:

**FIRST AMENDED CLASS ACTION AND PRIVATE ATTORNEY
GENERAL COMPLAINT**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

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Attorneys for Defendant Sunrun Inc.

**Attorneys for Defendants
Home Depot U.S.A., Inc. and
The Home Depot, Inc.**

☒ **VIA EMAIL:**

I personally sent such document(s) via email to the known email address of the person(s) on whom it is to be served before 5:00 p.m.

VIA U.S. MAIL:

I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on June 1, 2021 with postage thereon fully prepaid, at Sierra Madre, CA.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on June 1, 2021, at Sierra Madre, California.

Justine Gray
Type or Print Name

Signature 