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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.

CASE NO.: CVRI2101570

**SECOND AMENDED PRIVATE
ATTORNEY GENERAL COMPLAINT
FOR:**

**1. Violation of Cal. Labor Code
§6409.6**

2. Violation of Cal OSHA Standard

DEMAND FOR JURY TRIAL.

1 Plaintiff Corwin Reynante alleges as follows:
2

3 **INTRODUCTION**

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

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

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

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

1 7. Defendants employ individuals throughout the State of California, and
2 therefore are subject to the California Labor Code.

3 8. Plaintiff is currently unaware of the true names and capacities of the
4 Defendants sued herein as Does 1 through 10 (the “Doe Defendants”) and therefore sue
5 the Doe Defendants by such fictitious names. Plaintiff will amend this Complaint to
6 allege the true names and capacities of the Doe Defendants when they are ascertained.

7 9. Plaintiff is informed and believes, and thereon alleges, that the Doe
8 Defendants are the partners, agents, or principals and co-conspirators of the named
9 Defendants and of each other; that the named Defendants and the Doe Defendants
10 performed the acts and conduct herein alleged directly, aided and abetted the performance
11 thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and
12 conduct, and therefore each of the Doe Defendants is liable to Plaintiff to the extent of the
13 liability of the named Defendants as alleged herein.

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

16 11. Plaintiff is informed and believes, and on that basis alleges, that at all times
17 herein mentioned, each of the Defendants was the agent, servant and/or employee of each
18 of the other Defendants and, in connection with the matters hereinafter alleged, was acting
19 within the scope of such agency and employment, and each Defendant ratified each and
20 every act, omission and thing done by each and every other Defendant herein.

21 **JURISDICTION AND VENUE**

22 12. This Court has jurisdiction in this action because: the Defendants committed
23 violations of California law, including violations of the Labor Code and Business and
24 Professions Code, that affected Plaintiff in this county; and because service was effected
25 on one or more Defendants while voluntarily present in California.

26 13. Venue is proper under California Code of Civil Procedure §395.5, as this is
27 a county where liability against Defendants arises.
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1 21. Sunrun employs employees to sell Sunrun products and services to
2 customers at various stores in conjunction with companies that own the stores.

3 22. Sunrun employs employees to sell Sunrun products and services in retail
4 stores operated by Defendant Home Depot throughout California.

5 23. Home Depot operates a chain of warehouse retail stores selling a vast
6 variety of home improvement goods and services, including building supplies, tools,
7 hardware, gardening supplies, home appliances, patio furniture, installation services,
8 design services, and repair services.

9 24. Plaintiff sold Sunrun products and services at Home Depot stores located in
10 Hemet, California and Beaumont, California.

11 25. Plaintiff is a Retail Sales Associate at Defendant Sunrun. He is and was
12 treated as an employee of Defendant Sunrun.

13 26. Due to Home Depot's control over Plaintiff's work conditions, he is and
14 was treated as an employee of Home Depot.

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

16 27. At all times relevant hereto, Home Depot employed and exercised control
17 over the working conditions of Plaintiff, and has engaged, suffered or permitted him to
18 work for Defendant.

19 28. At all times relevant hereto, Home Depot has engaged, suffered and
20 permitted Plaintiff to work at Home Depot warehouse stores in California performing
21 tasks that included greeting customers and responding to customer inquiries regarding
22 locations of items within the store.

23 29. Home Depot controlled the time, place, manner and means by which
24 Plaintiff performs his job duties.

25 30. Home Depot had the power to cause Plaintiff and other Sunrun employees
26 to work and the power to prevent Plaintiff and other Sunrun employees from working.
27 Defendant Home Depot subjected Plaintiff to discipline and termination from specific
28 store locations.

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

10 32. Home Depot retains the right to exclude or ban any employee, including
11 Plaintiff, from a specific location.

12 33. Within a day after the disciplinary meeting, Plaintiff was not allowed to
13 work at the Home Depot store in Hemet.

14 **Positive COVID-19 Tests**

15 34. Several individuals who work at the same Home Depot store where Plaintiff
16 worked tested positive for COVID-19.

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

20 36. Despite knowing that individuals tested positive for COVID-19, Defendants
21 failed to provide notice to employees present at the store of the potential exposure to
22 COVID-19.

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

25 **Arbitration Program**

26 38. At all times relevant hereto, Defendant Sunrun required, as a condition of
27 employment, agreement from employees to arbitrate employment-related disputes.
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1 **FIRST CAUSE OF ACTION**

2 **(Violation of Cal. Labor Code § 6409.6 Against All Defendants)**

3 39. Plaintiff realleges and incorporates herein by this reference the allegations
4 of Paragraphs 1 through 40 hereof, inclusive.

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

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

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

17 43. In each instance of awareness that an individual had tested positive for
18 COVID-19, Defendants were required to provide notice to all other employees and to
19 employers of subcontracted employees at the same work site.

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

25 **SECOND CAUSE OF ACTION**

26 **(Violation of Cal. OSHA Standard Against All Defendants)**

27 45. Plaintiff realleges and incorporates herein by this reference the allegations
28 of Paragraphs 1 through 46 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 the written COVID-19 Prevention Program required by Cal OSHA standards.

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

50. In each instance of awareness that an individual had 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.

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 civil penalties pursuant to Labor Code §§6409.6, 6317, and 2699; and
2. For attorney fees and costs in accordance with California Labor Code §2699, and California Code of Civil Procedure §1021.5.

1 **ON THE SECOND CAUSE OF ACTION:**

- 2 1. For civil penalties pursuant to Labor Code §§6427, 6428, 6429, and 2699; and
3 2. For attorney fees and costs in accordance with California Labor Code §2699,
4 and California Code of Civil Procedure §1021.5.

5 **ON ALL CAUSES OF ACTION:**

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

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial.

12
13 DATED: September 28, 2021

THE GRAVES FIRM

14
15 By: 

16 ALLEN GRAVES

17 Attorney for Plaintiff
18 Corwin Reynante
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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 September 28, 2021, I served the following document(s) described as:

SECOND AMENDED PRIVATE ATTORNEY GENERAL COMPLAINT

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

Christopher Decker, Evan Moses,
Leticia Rivera, Mimie Normis
Ogletree, Deakins, Nash,
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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.

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 September 28, 2021, at Sierra Madre, California.

Justine Gray

Type or Print Name

Signature

