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Kevin Mahoney, Esq. (SBN: 235367)

kmahoney@mahoney-law.net

John A. Young (SBN: 299809)

jyoung@mahoney-law.net

MAHONEY LAW GROUP, APC

249 E. Ocean Boulevard, Suite 814

Long Beach, CA 90802

Telephone No.: 562-590-5550

Facsimile No.: 562-590-8400

Attorneys for Plaintiff EDWARD HONER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – WEST JUDICIAL DISTRICT

EDWARD HONER,

Plaintiff,

v.

BARNES SOLAR, INC.; RICHARD
BARNES; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20SMCV01173

**REPRESENTATIVE COMPLAINT FOR
DAMAGES**

1. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff EDWARD HONER ("Plaintiff" or "Mr. Honer") complains and alleges as
2 follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
5 who were subjected to one or more of the violations alleged herein ("Aggrieved Employees") by
6 Defendant BARNES SOLAR, INC. ("Defendant Barnes Solar") and Defendant RICHARD
7 BARNES ("Mr. Barnes"). Defendant Barnes Solar and Mr. Barnes are jointly referred to herein
8 as "Defendants." The term "RELEVANT TIME PERIOD" or "TIME PERIOD" is defined as one
9 (1) year prior to the filing of the complaint. Plaintiff reserves the right to amend this complaint
10 to reflect a different "Time Period" as further discovery is conducted.

11 2. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief
12 against Defendants for its: (1) failure to pay all wages due, including regular and overtime wages;
13 (2) failure to provide meal periods or premium compensation in lieu thereof; (3) failure to provide
14 rest periods or premium compensation in lieu thereof; (4) failure to provide accurate itemized
15 wage statements; and (5) failure to pay wages due upon termination of employment.

16 3. At all relevant times herein, Defendants have consistently maintained and
17 enforced the following unlawful policies and practices against Plaintiff:

- 18 (a) Willfully refusing to pay all hours worked, including both regular and overtime
19 wages;
- 20 (b) Willfully refusing to permit off-duty meal periods or providing compensation in
21 lieu thereof;
- 22 (c) Willfully refusing to permit rest periods or providing compensation in lieu
23 thereof;
- 24 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of
25 wages; and
- 26 (e) Willfully refusing to pay all wages due upon separation of employment.

27 **JURISDICTION AND VENUE**

28 4. This Court has subject matter jurisdiction over the causes of action alleged in this

1 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
2 excluded from exercising subject matter jurisdiction over said causes of action.

3 5. Venue is proper in the County of Los Angeles, because the Defendant Barnes Solar
4 maintains its location and transacts business in this county, the obligations and liability arise in
5 this county, and work performed by Plaintiff and Aggrieved Employees that form the subject of
6 this action occurred in this county. Plaintiff is also a resident of Los Angeles County.

7 6. The California Superior Court has jurisdiction in the matter, because of the
8 individual claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold
9 for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or
10 domiciled in the State of California. Defendant Barnes Solar is a California corporation doing
11 business in the State of California

12 7. Further, there is no federal question at issue as the issues herein are based solely on
13 California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
14 Professions Code, and California Rules of Court.

15 **THE PARTIES**

16 **Plaintiff**

17 8. Mr. Honer began his employment with Defendants in or around May 2015, as an
18 installer and later as a foreman installer. Mr. Honer's employment with Defendants ended in or
19 around November 2019. Throughout the relevant time period, Plaintiff worked for Defendants
20 within the County of Los Angeles during his employment including, but not limited, jobsites in
21 Santa Monica, Van Nuys, and Beverly Hills. Plaintiff was always paid an hourly wage and was
22 deemed a non-exempt hourly employee by Defendants. Plaintiff is accordingly entitled to
23 compensation for all hours worked, overtime compensation, premium pay, and penalties from
24 Defendants.

25 **Defendants**

26 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant
27 Barnes Solar is a California corporation and is and/or was the employer of Plaintiff and similarly
28 situated employees during the Relevant Time Period. Defendant Barnes Solar provides roofing

1 and solar installation services to clients throughout California, including Los Angeles County.

2 10. Plaintiff is informed and believes, and based thereon alleges that Mr. Barnes is an
3 individual, and is the agent, managing agent, and employee of Defendant Barnes Solar during the
4 relevant time period. Plaintiff on information and belief, and based thereon, allege that Mr.
5 Barnes may be held liable as the employer pursuant to Labor Code section 558.1.

6 11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
7 participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50,
8 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
9 violations alleged herein. Plaintiff will amend this complaint to allege the true names and
10 capacities of the DOE Defendant when ascertained.

11 12. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
12 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
13 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
14 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
15 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
16 joint employers and conspire with one another to increase profits by engaging in the conduct
17 described in this complaint.

18 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
19 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
20 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
21 below was acting, at least in part, within the course and scope of that authority as such agent,
22 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
23 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
24 are legally attributable to the other Defendants.

25 **PAGA ADMINISTRATIVE PREREQUISITE**

26 14. This complaint, Plaintiff brings this case as a representative action seeking
27 penalties for the State of California in a representative capacity, as provided by the Private
28 Attorney General Act, Labor Code section 2698 et seq. ("PAGA"), as an aggrieved employee that

1 was employed by Defendants and did not receive all wages due, was not paid all regular wages,
2 was not paid overtime, was not provided accurate wage statement, and was not able to take lawful
3 meal and rest breaks or receive premium compensation in lieu thereof.

4 15. Prior to filing this complaint, on April, 8, 2020, Plaintiff gave written notice by
5 certified electronic mail to the Labor and Workforce Development Agency ("LWDA") and to
6 Defendants of the specified provisions alleged to have been violated, including the facts and
7 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
8 correct copy of Plaintiff's original letter sent to the LWDA on April, 8, 2020, is attached hereto
9 as Exhibit A.

10 16. More than 65 days have passed since Plaintiff submitted his April, 8, 2020, notice
11 to the LWDA and Defendants of the specific alleged Labor Code violations and the LWDA have
12 not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further
13 has received no notice of Defendants' intent to cure any of the alleged violations. Therefore,
14 Plaintiff has satisfied the administrative prerequisites for filing this action with regard to his April,
15 8, 2020, PAGA notice.

16 **FACTUAL ALLEGATIONS**

17 17. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny its
18 employees the benefits due under California's wage and hour laws for work performed in
19 California. Defendants wrongfully refused to pay Plaintiff and the Aggrieved Employees regular
20 wages, overtime compensation, meal and rest break premiums, and other statutory benefits
21 mandated by California.

22 18. Throughout the Relevant Time Period, Defendants employed Plaintiff and the
23 Aggrieved Employees in non-exempt positions throughout its California locations. Plaintiff and
24 Aggrieved Employees were employed by Defendants in positions that are paid at an hourly rate
25 and remain under the direct control and supervision of Defendants. Accordingly, these positions
26 remain non-exempt from California's wage and hour laws yet Defendants fail to pay overtime,
27 provide meal and rest breaks and otherwise pay all wages due to these non-exempt employees as
28 required by law.

1 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
2 policies and practices described herein are common across each of Defendants' locations within
3 the State of California.

4 20. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 herein mentioned, Defendants were advised by skilled lawyers, employees and other
6 professionals who were knowledgeable about California's wage and hour laws, employment and
7 personnel practices, and the requirements of California law.

8 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
9 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
10 all hours worked, including minimum, regular, and overtime wages, and that they were not
11 receiving all wages earned for work that was required to be performed. In violation of the Labor
12 Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved Employees earned
13 wages by failing compensate Plaintiff and Aggrieved Employees the mandatory minimum wage.
14 Defendants also failed to pay Plaintiff and Aggrieved Employees at the requisite overtime and
15 double time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per
16 workday. Specifically, Plaintiff and Aggrieved Employees were obligated by Defendants to work
17 off-the-clock prior to clocking-in and after being clocked out for less than the mandatory
18 minimum wage when they were obligated to complete work such as loading and unloading
19 vehicles, driving to and from job sites, amongst other responsibilities.

20 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
21 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
22 meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
23 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
24 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
25 of not providing proper meal periods. Plaintiff and Aggrieved Employees missed their meal
26 periods, took them late, or had them interrupted as a result of time sensitive projects and
27 completing work-related tasks in a timely manner for work assigned to Plaintiff and Aggrieved
28 Employees. Defendants also had a pattern, practice, and policy of not providing second meal

1 periods when Plaintiff and Aggrieved Employees worked over ten (10) hours in one day. As a
2 result of Defendants' daily work requirements, demands, and unlawful policies, Plaintiff and
3 Aggrieved Employees did not receive all meal periods or payment of one (1) additional hour of
4 pay at Plaintiff and Aggrieved Employees' regular rate of pay when they did not receive a timely,
5 uninterrupted 30- minute off-duty meal period.

6 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
7 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all paid
8 rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
9 regular rate of pay when a rest period was missed, interrupted, or shortened. In violation of the
10 Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy of not
11 providing paid rest periods. Specifically, Defendants failed to implement a rest break policy and
12 Defendants did not inform Plaintiff and Aggrieved Employees when they were entitled to
13 breaks and or prioritized work responsibilities over providing Plaintiff and Aggrieved Employees
14 their mandatory rest breaks. As a result of Defendants' daily work requirements, demands, and
15 failure to implement a rest break policy, Plaintiff and Aggrieved Employees did not receive all
16 paid rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
17 Employees regular rate of pay when a paid rest period was missed, truncated, or interrupted.

18 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
19 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
20 wage statements that accurately showed their actual hours worked, total hours worked, number
21 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per
22 pay period in accordance with California law. In violation of the Labor Code, Plaintiff and
23 Aggrieved Employees were not provided with accurate itemized wage statements showing their
24 rate of pay, the actual hours worked, correct premium wages earned per pay period, as well as the
25 total hours work per pay period.

26 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
27 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
28 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff

1 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
2 time periods, upon separation of employment.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
5 **OVERTIME**

6 **(Plaintiff Against All Defendants)**

7 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
8 complaint as if fully set forth herein.

9 27. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
10 and forty (40) hours per week. Defendants failed to pay Plaintiff and Aggrieved Employees
11 minimum wage for all hours worked and overtime premium for hours worked in excess of over
12 eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendants.
13 Defendants failed to pay Plaintiff and Aggrieved Employees overtime premium for hours worked
14 in excess of eight (8) hours per day and forty (40) hours per week for work performed for
15 Defendants. Defendants failed to schedule Plaintiff and Aggrieved Employees in such a manner
16 that allowed Plaintiff and Aggrieved Employees to be relieved of their shift immediately, thereby
17 causing Plaintiff and Aggrieved Employees to work in excess of eight (8) hours per day and/or
18 forty (40) hours per week. As such, Plaintiff and Aggrieved Employees seek overtime in an
19 amount according to proof, which they earned and accrued one (1) year prior to filing this
20 complaint, according to proof, as part of the civil penalty pursuant to Labor Code section 558,
21 subdivision (a).

22 28. Defendants willfully violated the Labor Code by failing to pay Plaintiff and
23 Aggrieved Employees all wages, including both minimum wage and overtime. Plaintiff and
24 Aggrieved Employees were denied proper wages as a result of Defendants' policy of having
25 Plaintiff and Aggrieved Employees work before clocking in and/or after clocking out and failing
26 to compensate Plaintiff and Aggrieved Employees when they worked through meal breaks off-
27 the-clock. As such, Defendants failed to compensate Plaintiff and Aggrieved Employees for all
28 hours worked at the proper rate of pay pursuant to Labor Code section 510.

1 29. Since the LWDA has not indicated that it will be investigating more than 65 days
2 since Plaintiff provided notice, and because Defendants took no corrective action to remedy the
3 allegations set forth above, Plaintiff, as a representative of the people of the State of California,
4 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
5 the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each
6 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
7 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

8 30. Plaintiff is informed and believes that Defendants have violated, and continues to
9 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
10 minimum wages and overtime.

11 31. Plaintiff, as a personal representative of the general public, will and does seek to
12 recover any and all penalties for each and every violation shown to exist or to have occurred
13 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
14 otherwise only available to public agency enforcement actions. Funds recovered will be
15 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
16 reimbursed to the LWDA.

17 32. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
18 costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
19 interest.

20 **SECOND CAUSE OF ACTION**

21 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
22 **PREMIUM COMPENSATION IN LIEU THEREOF**

23 **(Plaintiff against All Defendants)**

24 33. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
25 fully set forth herein.

26 34. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, Sect. 11
27 provides that no employer shall employ any person for a work period of more than five (5) hours
28 without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes

1 or employ any person for a work period of more than ten (10) hours without a second meal period
2 of not less than thirty (30) minutes.

3 35. Labor Code section 226.7 provides that if an employer fails to provide an
4 employee a meal period in accordance with this section, the employer shall pay the employee one
5 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
6 period is not provided in accordance with this section. Plaintiff alleges Defendants failed to
7 provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or
8 not relieving employees from all work duties during meal periods thereby preventing employees
9 from taking legally compliant meal periods.

10 36. The burden to prove that a meal or rest period violation has occurred normally
11 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court*, (2015) 238 Cal.App.4th
12 1138, 1159-60, where an employer fails to keep accurate records of meal and rest periods, a
13 presumption of meal and rest period violations is created, shifting the burden to the employer to
14 prove that meal and rest period violations did not occur.

15 37. Defendants failed to schedule non-exempt employees adequately to reasonably
16 ensure Plaintiff and Aggrieved Employees could take and/or receive such meal periods within the
17 statutory timeframe. Further, Defendants assigned Plaintiff and Aggrieved Employees time
18 sensitive work assignments in such a way that encouraged non-exempt employees to work
19 through meal periods. In addition, Plaintiff and Aggrieved Employees were obligated to work
20 through meal periods while off-the-clock in order to drive to job sites or complete work in a timely
21 manner. Defendants denied Plaintiff and Aggrieved Employees duty-free meal periods, as a
22 result, Plaintiff and Aggrieved Employees were often forced to forego meal periods and/or work
23 during their meal periods. In so doing, Defendants have intentionally and improperly denied meal
24 periods to Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512
25 and other regulations and statutes.

26 38. Defendants failed to keep accurate records of the meal periods taken by Plaintiff
27 and Aggrieved Employees.

28 39. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more

1 than five (5) hours in a workday.

2 40. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have
3 worked more than ten (10) hours in a workday. Defendants failed to provide a second meal period
4 on workdays that exceeded ten (10) hours.

5 41. At all times relevant hereto, Defendants, failed offer or to schedule non-exempt
6 positions in a manner so as to reasonably provide meal and/or work free meal period as required
7 by Labor Code sections 226.7 and 512.

8 42. Defendants' failure to schedule Plaintiff and Aggrieved Employees in such a way
9 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
10 and/or to provide on-duty meal periods in accordance with the applicable Wage Order, has caused
11 Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be
12 ascertained according to proof at trial.

13 43. Further, Defendants' failure to maintain accurate records of the meal periods taken
14 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
15 and shifts the burden to Defendants to prove they did not occur.

16 44. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
17 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
18 subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well
19 as the assessment of any civil penalties against Defendants, and each of them, in a sum as provided
20 by the Labor Code and/or other statutes.

21 45. Since the LWDA has not indicated that it will be investigating and 65 days have
22 passed since Plaintiff mailed his letter, and because Defendants took no corrective action to
23 remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of
24 California, will seek any and all penalties otherwise capable of being collected by the Labor
25 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This
26 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
27 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510
28 and 1194.

46. Plaintiff is informed and believes that Defendants have violated and continues to violate provisions of the Labor Code and applicable Wage orders related to the payment of minimum wages, including overtime.

47. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

48. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

THIRD CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR

PREMIUM COMPENSATION IN LIEU THEREOF

(Plaintiff against All Defendants)

49. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

50. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

51. Labor Code section 226.7, subdivision (b), provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

52. Defendants, and each of them, failed and or refused to implement a relief system by which Plaintiff and Aggrieved Employees could receive rest periods and/or work free rest periods. Defendants denied Plaintiff and Aggrieved Employees duty free rest periods by interrupting Plaintiff and Aggrieved Employees' rest periods. By and through their actions, Defendant intentionally and improperly denied duty free rest periods to the Plaintiff and

1 Aggrieved Employees in violation of Labor Code sections 226.7 and 512.

2 53. Furthermore, Defendants failed to provide Plaintiff and Aggrieved Employees
3 with duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest
4 periods all together in violation of Labor Code section 226.7 and 512.

5 54. Defendants failed to keep accurate records of the rest periods taken by Plaintiff
6 and Aggrieved Employees.

7 55. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
8 more than four (4) hours in a workday.

9 56. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff
10 and Aggrieved Employees as a result of their routes scheduled by Defendants, Plaintiff and
11 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
12 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
13 ascertained according to proof at trial.

14 57. Plaintiff, by virtue of Plaintiff's employment with Defendants, Defendants' failure
15 to provide Plaintiff and Aggrieved Employees with rest breaks, and Defendants' policy of
16 requiring employees to work through their rest periods without receiving compensation in lieu
17 thereof, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has
18 satisfied all prerequisites to serve as a representative of the general public to enforce California's
19 labor laws, and the penalty provisions identified in Labor Code section 2699.5.

20 58. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
21 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
22 subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well
23 as the assessment of any civil penalties against Defendants, and each of them, in a sum as provided
24 by the Labor Code and/or other statutes. Plaintiff, as a representative of the people of the State of
25 California, will seek any and all penalties otherwise capable of being collected by the Labor
26 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in
27 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
28 alleged violation of the following provisions: 226.7 and 512.

1 59. Plaintiff, as a personal representative of the general public, will and does seek to
2 recover any and all penalties for each and every violation shown to exist or to have occurred
3 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
4 otherwise only available to public agency enforcement actions. Funds recovered will be
5 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
6 reimbursed to the LWDA.

7 60. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
8 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

9 **FOURTH CAUSE OF ACTION**

10 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
11 **WAGE STATEMENTS**

12 **(Plaintiff against All Defendants)**

13 61. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
14 preceding paragraphs of this complaint as if fully set forth herein.

15 62. Labor Code section 226, subdivision (a), states in pertinent part that, "every
16 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
17 employees, either as a detachable part of the check, draft, or voucher paying the employee's
18 wages, or separately when wages are paid by personal check or cash, an accurate itemized
19 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
20 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
21 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
22 only the last four digits of his or her social security number or an employee identification number
23 other than a social security number; (8) the name and address of the legal entity that is the
24 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
25 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

26 63. Defendants knowingly and intentionally failed to provide timely and accurate
27 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code
28 section 226, subdivision (a), by failing to record the accurate number of hours worked, the

1 accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the
2 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
3 Employees.

4 64. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
5 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
6 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
7 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

8 65. Plaintiff, as a personal representative of the general public, will and does seek to
9 recover any and all penalties for each and every violation shown to exist or to have occurred
10 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
11 otherwise only available to public agency enforcement actions. Funds recovered will be
12 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
13 reimbursed to the LWDA.

14 65. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
15 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

16 **FIFTH CAUSE OF ACTION**

17 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

18 **TERMINATION OF EMPLOYMENT**

19 **(Plaintiff against All Defendants)**

20 66. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
21 preceding paragraphs of this complaint as if fully set forth herein.

22 67. Plaintiff and certain members of the Aggrieved Employees who ended their
23 employment with Defendants during the Relevant Time Period, were entitled to be promptly paid
24 both minimum wage and lawful overtime compensation and other premiums, as required by Labor
25 Code sections 201 and 203.

26 68. Defendants refused and/or failed to promptly compensate Plaintiff and Aggrieved
27 Employees wages owed as a result of Defendants' failure to provide meal and/or rest periods as
28 well as pay both minimum and overtime compensation owed for work performed for Defendants.

subdivision (g), and any other statutory basis; and

4. For all such other and further relief as the Court may deem just and proper.

Dated: August 28, 2020

MAHONEY LAW GROUP, APC

By:



Kevin Mahoney, Esq.

John A. Young, Esq.

Attorneys for Plaintiff EDWARD HONER

EXHIBIT A



John Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

April 8, 2020

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/207>

VIA CERTIFIED MAIL # 7019 0700 0001 7488 6547

Return Receipt Requested

Barnes Solar Inc.

23201 Orange Avenue

Lake Forest, CA 92630

VIA CERTIFIED MAIL # 7019 0700 0001 7488 6554

Return Receipt Requested

Barnes Solar Inc.

ATTN: Paul Barnes

14 Corte Cabrito

San Clemente, CA 92673

Re: Edward Honer v. Barnes Solar Inc. and Richard Barnes

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency, Barnes Solar Inc., Richard Barnes

From: Edward Honer on behalf of himself and aggrieved employees who were subject to Barnes Solar Inc.'s and Richard Barnes unlawful wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Edward Honer ("Mr. Honer") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Please be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1) and 2699.3, subdivision (c)(1) and may lead to action against Barnes Solar Inc. and Richard Barnes (referred to herein as "Employer") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer, and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

Barnes Solar Inc. sells and installs solar energy systems throughout California is located in Lake Forest, California. Richard Barnes ("Mr. Barnes") is the owner and Chief Executive Officer of Barnes Solar Inc. Mr. Honer worked for Employer as a non-exempt employee within the past year. Mr. Honer's job duties included but were not limited to loading and unloading supply trucks, transporting installers and supplies to job sites, and assisting in the oversight and installation of solar energy systems.

Mr. Honer alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 226, 226.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 2802 by failing to provide Mr. Honer and all other aggrieved employees all wages for all hours worked, including minimum wage and overtime, failed to provide meal and rest periods or compensation in lieu thereof, failing to provide accurate wage statements, failing to maintain accurate records of hours worked, failing to pay all compensation due upon separation of employment and failing to reimburse Mr. Honer and all other aggrieved employees for work related expenses. Mr. Honer and other aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency ("LWDA") and certified mailing to Employer until resolution of these claims.

Mr. Honer and other aggrieved employees were regularly not compensated for all hours worked, including minimum wages as well as overtime wages, which is in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5. Specifically, Employer requested and incentivized Mr. Honer and other aggrieved employees to report to Employer's supply warehouse in Anaheim, California prior to their scheduled start time in order to load trucks with supplies, drive to job sites, and or meet to discuss work responsibilities prior to the aggrieved employees scheduled start time, when they were allowed to clock-in. Mr. Honer and other aggrieved employees were not compensated an hourly rate for this time during the which they were subject to the control of Employer, or suffered or permitted to work for Employer.

Further, Mr. Honer and other aggrieved employees were instructed by Mr. Barnes to clock-out at the job site despite being obligated to drive the Employer's vehicle back to Anaheim to unload the vehicle. Accordingly, the time spent by Mr. Honer and other aggrieved

employees performing work for Employer or being subjected to Employer's control off-the-clock was performed without compensation and in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5. Mr. Barnes may be held liable for these violations of the Labor Code pursuant to Labor code section 558.1.

Mr. Honer will further allege that Employer failed to include all hours worked when calculating his and other aggrieved employees' regular and overtime rates for purposes of compensating Mr. Honer and other aggrieved employees as required by Labor Code Labor Code section 510. Mr. Honer will also allege that Employer violated Labor Code section 201 and 202, et seq., due to its uniform policy, practice and procedure of willfully failing to pay the earned and unpaid wages to all such former employees.

Employer also failed to provide Mr. Honer and other aggrieved employees with timely uninterrupted meal periods. Employer had a practice of failing to adequately staff employees to allow Mr. Honer and other aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Specifically, Employer ordered that Mr. Honer and other aggrieved employees to prioritize completing projects and tasks over taking their legally compliant meal breaks. In addition, if Employer provided a full uninterrupted meal period, the meal period was not provided prior to the start of Mr. Honer and other aggrieved employees fifth (5th) hour of work. As a result of Employer's policy and practices, Mr. Honer and other aggrieved employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Employer's conduct is in violation of Labor Code section 512, is also actionable under PAGA.

As a result of Employer's failure to pay all wages owed as described herein, Employer violated Labor Code sections 201, 202, 203, 204, 206, and 210 due to their uniform policy, practice, and procedure of failing to timely pay all of the above-mentioned wages earned during and after Mr. Honer and the aggrieved employees' employment with Employer.

Further, Employer required Mr. Honer and other aggrieved employees to wash and maintain their work uniforms which is a shirt containing Employer's logo at their own expense. Employer failed to reimburse Mr. Honer and other aggrieved employees for the cost of washing and maintaining Employer's uniform which is required as part of their employment. Employer failure to reimburse Mr. Honer and other aggrieved employees for the cost of washing and maintaining Employer's uniform is in violation of Labor Code section 2802 and therefore is actionable under PAGA.

In addition, Employer failed to maintain accurate payroll records and failed to provide Mr. Honer and other aggrieved employees with complete and accurate wage statements showing premium wages earned per pay period, among other things. This conduct is in violation of Labor Code sections 226, 226.3, 1174, and 1174.5 and is actionable under PAGA.

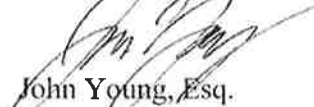
LABOR AND WORKFORCE DEVELOPMENT AGENCY

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Mr. Honer will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



John Young, Esq.

MAHONEY LAW GROUP, APC