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 Attorney for Plaintiff
 MORGAN K. ALLEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

MORGAN K. ALLEN, and individual and
 on behalf of all others similarly situated,

Plaintiffs,

vs.

GREEN SOLAR NH, LLC, a California
 Limited Liability Corporation,

Defendants.

Case No.

**REPRESENTATIVE ACTION COMPLAINT
 FOR VIOLATION OF PRIVATE
 ATTORNEYS GENERAL ACT OF 2004
 (CAL. LABOR CODE § 2698, *et seq.*)**

Plaintiff Morgan K. Allen ("Plaintiff"), by and through her attorneys, submits this Private Attorneys General Act of 2004 ("PAGA") representative action complaint ("Complaint") against Defendant Green Solar NH, LLC ("Defendant"), on behalf of herself and the aggrieved current and former employees of Defendant for penalties and damages for failure to pay its employees for all hours worked, failure to properly provide or compensate minimum and overtime wages, failure to provide meal and rest breaks, failure to provide premiums for missed meal and rest break, failure to issue compliant wage statements, failure to pay final wages when due, failure to provide payroll records upon request, failure to reimburse business-related expenses, and failure to provide accurate itemized wage statements, among other things, in violation of the California Labor Code as follows:

INTRODUCTION

1
2 1. This representative action is within the Court’s jurisdiction under California
3 Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226(b), 226(c), 226.3, 226.7, 510,
4 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and the applicable
5 Wage Orders of the California Industrial Welfare Commission (“IWC”).

6 2. This Complaint alleges systemic illegal employment practices resulting in
7 violations of the California Labor Code against Plaintiff and other similarly situated individuals
8 who worked for Defendant (“Aggrieved Employees”).

9 3. Plaintiff is informed and believes, and based thereon alleges, that Defendant
10 acted intentionally and with deliberate indifference and conscious disregard to the rights of all
11 employees by for failing to pay its employees for all hours worked, failing to properly provide
12 or compensate minimum and overtime wages, failing to provide meal and rest breaks, failing to
13 provide premiums for missed meal and rest break, failing to issue compliant wage statements,
14 failing to pay final wages when due, failing to provide payroll records upon request, failing to
15 reimburse business-related expenses, and failing to provide accurate itemized wage statements.

16 4. Plaintiff is informed and believes, and based thereon alleges, that Defendant has
17 engaged in, among other things, a system of willful violations of the California Labor Code and
18 the applicable IWC Wage Orders by creating and maintaining policies, practices, and customs
19 that knowingly deny employees the above stated rights and benefits.

20 5. Plaintiff was employed by Defendant as a non-exempt employee, in the role of a
21 remote Sales Development Representative, from in or around June 2021 until in or around
22 August 2021.

23 6. During her employment with Defendant, Plaintiff was required to remain on-duty
24 and perform work when she were supposed to take meal periods and rest breaks, including, but
25 not limited to, placing additional customer calls and performing administrative work between
26 calls.

27 7. Additionally, during her employment, Plaintiff was required by Defendant to use
28 her personal computer, cell phone, internet, and other resources required to perform her work

1 for Defendant, including but not limited to, calling potential customers, communicating with
2 supervisors and managers, and using Defendant's software system. However, Plaintiff did not
3 receive any reimbursement for the work-related use of her personal cell phone, computer,
4 internet, and other resources.

5 8. Also, upon Defendant's termination of her employment, Defendant failed to
6 timely pay Plaintiff all earned and unpaid wages.

7 9. Defendant further failed to furnish Plaintiff with a copy of her payroll records
8 within 21 days of receiving a request for those records.

9 **PARTIES**

10 10. Plaintiff is a resident of the County of Los Angeles, State of California.

11 11. Plaintiff is informed and believes and on that basis alleges that Defendant is a
12 limited liability corporation organized and existing under the laws of California with its
13 principal place of business in the City of Northridge, County of Los Angeles, State of
14 California.

15 **JURISDICTION AND VENUE**

16 12. The Court has jurisdiction over the violations of the California Labor Code
17 §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226(b), 226(c), 226.3, 226.7, 510, 512(a), 558,
18 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5.

19 13. Venue is proper in Los Angeles County because Defendant does business in Los
20 Angeles County and Plaintiff is a resident of Los Angeles County.

21 14. Plaintiff has met all the jurisdictional requirements for proceeding with her
22 Complaint, including without limitation, on May 4, 2022, Plaintiff sent written notice to the
23 California Labor & Workforce Development Agency ("LWDA") of Defendant's violations of
24 the California Labor Code, pursuant to PAGA, California Labor Code § 2699, *et seq.* Plaintiff
25 also provided a copy of that notice to Defendant via certified mail. A true and correct copy of
26 the notice is attached hereto as **Exhibit 1**.

27 15. As of the date of the filing of this Complaint, the LWDA has not responded nor
28 informed Plaintiff that it intends to investigate the Labor Code violations detailed in Plaintiff's

1 written notice. Thus, pursuant to California Labor Code § 2699(a), Plaintiff and the Aggrieved
2 Employees may seek recovery of any and all applicable civil penalties on behalf of the State of
3 California for Defendants violations of §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226(b),
4 226(c), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and
5 2810.5.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF PAGA (CAL. LAB. CODE §§ 2698, *et seq.*)**

8 16. As a separate and distinct cause of action, Plaintiff complains and re-alleges all
9 the allegations contained in this Complaint, and incorporates them by reference into this cause
10 of action as though fully set forth herein, except those allegations which are inconsistent with
11 this cause of action.

12 17. Plaintiff brings this cause of action as an agent or proxy for the State of
13 California, and in this capacity, seeks penalties on behalf of all similarly situated Aggrieved
14 Employees of Defendant who suffered from Defendant's violations of California Labor
15 Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226(b), 226(c), 226.3, 226.7, 510, 512(a), 558,
16 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5.

17 18. Specifically, Defendant violated California Labor Code §§ 201-204, 510, 558,
18 1194, 1197 and 1997.1 for failing to pay wages, including minimum, regular and overtime
19 wages for all hours worked. Specifically, Defendant violated these provisions by requiring
20 Plaintiff and/or other Aggrieved Employees to perform work when they were not clocked in.

21 19. Defendant violated California Labor Code §§ 226.7 and 512 by not providing
22 duty-free meal periods and rest breaks. Specifically, Defendant violated these provisions by
23 requiring Plaintiff and/or other Aggrieved Employees to remain on-duty and perform work
24 when they were supposed to take meal periods and rest breaks, including, but not limited to
25 placing additional customer calls and performing administrative work between calls. Defendant
26 also failed to maintain a company meal period and rest break policy compliant with California
27 law and failed to provide Plaintiff and/or other Aggrieved Employees with proper meal periods
28 and rest breaks.

20. Defendant violated California Labor Code § 2810.5 by failing to provide proper notices regarding employee pay to Plaintiff and/or other Aggrieved Employees.

21. Defendant violated California Labor Code §§ 201, 202, 203, and 210 by failing to pay Plaintiff and/or other Aggrieved Employees all earned and unpaid wages when they separated from their employment with Defendant.

22. Defendant violated California Labor Code § 2802 by not reimbursing all work-related expenses. Specifically, while Defendant required Plaintiff and/or other Aggrieved Employees to use their personal computers, cell phones, internet, and other resources required to perform work remotely, to perform their jobs, including but not limited to, calling potential customers, communicating with supervisors and managers, and using Defendant's software system.

23. Defendant violated California Labor Code §§ 226(b) and (c) by failing to furnish Plaintiff and/or other Aggrieved Employees with a copy of their payroll records within 21 days of receiving a request for those records.

24. Defendant violated California Labor Code §§ 226(a), 226.3, 226.6, and 1174 by not providing accurate, itemized wage statements to Plaintiff and/or other Aggrieved Employees, including without limitation, by not accurately reflecting the total hours worked and the gross/net wages earned based on the allegations set forth above.

25. Pursuant to California Labor Code § 2699, Plaintiff, individually and on behalf of the other Aggrieved Employees, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorneys' fees and costs, including but not limited to:

a. Penalties under California Labor Code § 2699 in the amount of \$100 for each Aggrieved Employee per pay period for the initial violation and \$200 for each Aggrieved Employee per pay period or each subsequent violation;

b. Penalties under California Code of Regulations, Title 8 § 11040 in the amount of \$50 for each Aggrieved Employee per pay period for the initial violation and \$100 for each Aggrieved Employee per pay period for each subsequent violation;

1 c. Penalties under California Labor Code § 210 in addition to and
2 independent from any other penalty provided under the California Labor Code, in the amount of
3 \$100 for each Aggrieved Employee per pay period for the initial violation and \$200 for each
4 Aggrieved Employee per pay period or each subsequent violation;

5 d. Penalties under California Labor Code § 1197.1 in the amount of
6 \$100 for each Aggrieved Employee per pay period for the initial violation and \$250 for each
7 Aggrieved Employee per pay period or each subsequent violation;

8 e. An amount sufficient to recover unpaid wages under California
9 Labor Code § 1197.1;

10 f. Any and all additional penalties as provided by the California
11 Labor Code and/or other law; and

12 g. Attorneys' fees and costs pursuant to California Labor Code
13 §§ 210, 1194, and 2699, and any other applicable law.

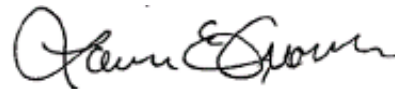
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for a judgment against Defendant as follows:

- 16 1. For the full amount of penalties in an amount according to proof;
17 2. For Plaintiff's costs and attorneys' fees; and
18 3. For such other and further relief as the Court may deem just and proper.
19

20 Dated: July 5, 2022

GROCHOW LAW, A PROFESSIONAL CORP.

21 

22
23 By: _____

Lauren Grochow
Attorney for Plaintiff
MORGAN ALLEN
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28

EXHIBIT 1



lauren@grochowlaw.com
949.506.1494
33 Brookline
Aliso Viejo, CA 92656

May 4, 2022

BY ELECTRONIC SUBMISSION

State of California
Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

BY CERTIFIED MAIL

Green Solar NH, LLC
8510 Balboa Blvd.
Northridge, CA 91325

Registered Agent Solutions, Inc.
720 14th Street
Sacramento, CA 95814

Re: *Morgan K. Allen v. Green Solar NH, LLC*
Notice of Labor Code Violations per Cal. Lab. Code § 2699.3

Dear Representative,

We have been retained to represent Morgan K. Allen in connection with her claims against Green Solar NH, LLC ("Green Solar") under the California Labor Code.

Ms. Allen is pursuing her claim under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) ("PAGA"), on a representative basis. Therefore, Ms. Allen seeks penalties for violations of the California Labor Code on behalf of the State of California and similarly situated former and current aggrieved employees (the "Aggrieved Employees"), which are recoverable under PAGA. Pursuant to California Labor Code § 2699.3, we are providing written notice that Green Solar is in violation of various provisions of the California Labor Code.

Green Solar is a California limited liability company with its principal place of business at 8510 Balboa Blvd., Northridge, CA 91325. Ms. Allen is a former non-exempt employee of Green Solar. Ms. Allen was employed by Green Solar within one year of the date of this letter (from approximately June 2021 to August 2021) in the State of California.



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Green Solar, among other things, failed to properly pay its employees for all hours worked, failed to properly provide or compensate minimum and overtime wages, failed to provide meal and rest breaks, failed to provide premiums for missed meal and rest breaks, failed to issue compliant wage statements, failed to pay final wages when due, and failed to reimburse for all necessary business-related costs and expenses, resulting in the California Labor Code violations detailed below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Allen has standing to pursue penalties on behalf of the state for violations affecting all the Aggrieved Employees, regardless of their classification, job title, or location. In addition, Ms. Allen may pursue penalties on behalf of the state for violations that she personally did not experience so long as she experienced at least one violation. *Id.* at 753-754.

Green Solar has violated and continues to violate California Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226(b), 226(c), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2810.5, and 2902, among other provisions of the California Labor Code and applicable wage law.

Specifically, Ms. Allen and/or the Aggrieved Employees that she seeks to represent experienced the following California Labor Code violations:

- Green Solar violated California Labor Code §§ 201-204, 510, 558, 1194, 1197 and 1197.1 for failing to pay wages, including minimum, regular and overtime wages for all hours worked. Specifically, Green Solar violated these provisions by requiring Ms. Allen and/or other Aggrieved Employees to perform work when they were not clocked in.
- Green Solar violated California Labor Code §§ 226.7 and 512 by not providing duty-free meal periods and rest breaks. Specifically, Green Solar violated these provisions by requiring Ms. Allen and/or other Aggrieved Employees to remain on-duty and perform work when they were supposed to take meal periods and rest breaks, including, but not limited to placing additional customer calls and performing administrative work between calls. Green Solar also failed to maintain a company meal period and rest break policy compliant with California law and failed to provide Ms. Allen and/or other Aggrieved Employees with proper meal periods and rest breaks.



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- Green Solar violated California Labor Code §§ 226(a), 226.3, and 226.6 by not providing accurate, itemized wage statements to Ms. Allen and/or other Aggrieved Employees, including without limitation, by not accurately reflecting the total hours worked and the gross/net wages earned based on the allegations set forth above.
- Green Solar violated California Labor Code § 2810.5 by failing to provide proper notices regarding employee pay to Ms. Allen and/or other Aggrieved Employees.
- Green Solar violated California Labor Code §§ 201, 202, 203, and 210 by failing to pay Ms. Allen and/or other Aggrieved Employees all earned and unpaid wages when they separated from their employment with Green Solar.
- Green Solar violated California Labor Code § 2802 by not reimbursing all work-related expenses. Specifically, while Green Solar required Ms. Allen and/or other Aggrieved Employees to use their personal computers, cell phones, internet, and other resources required to perform work remotely, to perform their jobs, including but not limited to, calling potential customers, communicating with supervisors and managers, and using Green Solar's software system.
- Green Solar violation California Labor Code § 226 by failing to furnish Ms. Allen and/or other Aggrieved Employees with a copy of their payroll records within 21 days of receiving a request for those records.

California Labor Code § 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency ("LWDA"), setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code § 2699 prior to Ms. Allen seeking penalties and premium wages allowed by law for the above detailed violations on behalf of herself and other Aggrieved Employees. Therefore, we respectfully request that you respond to our office and Green Solar within 60 days, if your office intends to investigate any of the above factual and legal allegations.

Sincerely yours,

Lauren E. Grochow

CERTIFICATE OF SERVICE

I, Lauren Grochow, declare:

I am a citizen of the United States and employed in Orange County, CA. I am over the age of 18 and not a party to the within action; my business address is 33 Brookline, Aliso Viejo, CA 92656; email lauren@grochowlaw.com.

On May 4, 2022, I served the following document(s) described as:

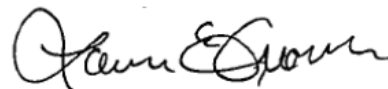
**LETTER REGARDING NOTICE OF LABOR CODE VIOLATIONS PER CAL.
LAB. CODE § 2699.3**

- ☒ **BY MAIL:** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Irvine, CA, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY OVERNIGHT MAIL:** I am readily familiar with the firm's practice of collection and processing correspondence for overnight mailing. Under that practice, it would be deposited with overnight mail on that same day prepaid at Irvine, CA in the ordinary course of business.
- ☐ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses, as last given or submitted on any document which he or she has filed in the case, listed on the attached service list.

On the following parties:

Green Solar NH, LLC 8510 Balboa Blvd. Northridge, CA 91325	Registered Agent Solutions, Inc. 720 14th Street Sacramento, CA 95814
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I declare under penalty of perjury under the laws of the United States of America that the forgoing is true and correct. Executed on May 4, 2022, at Aliso Viejo, CA.



Lauren Grochow