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FILED
Superior Court of California
County of Los Angeles
06/03/2025
David W. Stryker, Executive Officer / Clerk of Court
By: N. Osollo Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARIO ARROYO, individually and in
Plaintiff's representative capacity as a private
attorney general on behalf of the State of
California and other Aggrieved Employees

Plaintiff,

v.

FLAGSHIP HOLDINGS LLC, a limited
liability company; FLAGSHIP SOLAR LLC,
a limited liability company; ANTHONY E.
STARBUCK, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No. 25STCV02759

**FIRST AMENDED COMPLAINT
AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES**

(1) Retaliation in Violation of Labor Code §
1102.5
(2) Wrongful Termination in Violation of Public
Policy
(3) Failure to Pay Lawful Wages (Labor Code
§§ 1194, 1197, 2751-2752)
(4) Failure to Pay Lawful Overtime Wages
(Labor Code §§ 510, 1194)
(5) Failure to Provide Lawful Meal Periods or
Compensation in Lieu Thereof (Labor Code
§§ 512, 226.7)
(6) Failure to Provide Lawful Rest Periods or
Compensation in Lieu Thereof (Labor Code
§ 226.7)
(7) Failure to Timely Pay Wages (Labor Code
§§ 204, 210)
(8) Failure to Timely Pay Wages at End of
Employment (Waiting Time Penalties)
(Labor Code §§ 201-203)
(9) Knowing and Intentional Failure to Comply
with Itemized Employee Wage Statement
Provisions (Wage Statement Violations)
(Labor Code § 226)
(10) Failure to Reimburse Business Expenses
(Labor Code § 2802)

- (11) Failure to Pay Vacation Time at the Appropriate Rate of Pay (Labor Code §§ 203, 227.3)
- (12) Failure to Maintain and Provide Employment Records (Labor Code §§ 226, 1174, 1198.5)
- (13) Violations of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*)
- (14) Violation of the Private Attorneys General Act of 2004 (“PAGA”) [Labor Code §§ 2698, *et seq.*]

JURY TRIAL DEMANDED

COMES NOW Plaintiff Mario Arroyo (“Plaintiff”), who alleges and complains, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, as follows:

I. INTRODUCTION

1. Plaintiff was employed by Defendants (defined below) and worked for it in the solar industry throughout Southern California, including conducting most of his work Los Angeles County, as a Solar Sales Representative and/or Closer from approximately July 2024, through January 2025. Defendants operate a solar company doing business in California including hiring California residents as employees within the State of California. Plaintiff is informed and believes that Defendants generally employ more than five (5) employees working within California.

2. At all pertinent times during the applicable limitations period Plaintiff brings this action against Defendants, Defendants have implemented a uniform policy to willfully misclassify its California solar installation salespersons and/or closers as “independent contractors” when they are plainly employees under California law, and to pay employees improperly under the applicable California Wage Orders.

3. Going back many years, Defendants have blatantly and intentionally misclassified Plaintiff and many other Solar Sales Representatives and/or Closers as independent contractors employees when they are plainly employees under California law. Under California law, it is unlawful for an employer to: (1) willfully misclassify an individual as an independent contractor, see Cal. Labor Code § 226.8(a)(1); and (2) charge an individual who has been willfully misclassified as

1 an independent contractor a fee, or make any deductions from compensation, for any purpose,
2 including for goods, materials, space rental, services, or the like. See Cal. Labor Code § 226.8(a)(2).
3 Defendants systematically committed these serious types of violations for years with Plaintiff and
4 several of his former coworkers. In so misclassifying its employees, Defendants have effectively
5 foisted upon each employee tens of thousands of dollars' worth of charges annually that should have
6 been borne by Defendants.

7 4. Defendants subjected Plaintiff and others to various additional unlawful wage and
8 hour practices, including but not limited to, as stated herein: (1) failing to pay Plaintiff proper
9 commission wages, (2) willfully misclassifying Plaintiff and others as independent contractors;
10 (3) failing to pay overtime pay and/or minimum wages; (4) failing to provide uninterrupted off-duty
11 meal periods and/or required penalties; (5) failing to provide uninterrupted off-duty rest periods
12 and/or required penalties; (6) failing to pay out accrued but unused vacation time; (7) failing to timely
13 pay all wages due upon termination; (8) failing to timely pay wages during employment; (9) failing
14 to maintain adequate records including but not limited to failing to furnish accurate wage statements;
15 (10) failing to pay or reimburse work-related expenses; (11) violating California's PAGA statute; and
16 (12) violating California's Unfair Business Practices statute.

17 5. Based on the following facts and theories, Defendants have violated and/or continue
18 to violate, among other provisions of the California Labor Code and applicable wage law, California
19 Labor Code sections 201, 202, 203, 204, 204b, 206, 206.5, 207, 210, 213, 216, 218.7, 221-224, 226,
20 226(a)-(f), 226.3, 226. 6, 226.7, 226.8, 227.3, 227.5, 230-230.8, 233-234, 245-249, 432, 432.5, 510,
21 512(a), 551, 552, 558, 558.1, 925, 1102.5, 1102.6, 1174(d), 1174.5, 1182.12, 1183, 1194, 1194.2,
22 1197, 1197.1, 1197.2, 1198-1198.5, 1199, 2750.5, 2751-2752, 2753, 2775-2787, 2800, 2802, 2810.5,
23 3700-3700.5, and all applicable IWC Wage Orders including *inter alia* Wage Orders 4-2001, 7-2001,
24 9-2001, and 16-2001.

25 **II. THE PARTIES**

26 6. Plaintiff is, and at all times relevant to this action, a resident of Orange County,
27 California. Plaintiff worked for Defendants throughout Southern California, including Los Angeles
28 County, as a Solar Sales Representative and/or Closer, from July 2024, to approximately January

1 2025.

2 7. Plaintiff is informed and believes that Defendant FLAGSHIP HOLDINGS LLC
3 (“FLAGSHIP HOLDINGS”), is and was, a California limited liability company, authorized to
4 transact, and transacting, business in the State of California and County of Los Angeles. Plaintiff is
5 informed and believes, and thereon alleges that, at all relevant times herein, FLAGSHIP HOLDINGS
6 had its headquarters and principal place of business at County of Kern, State of California. Plaintiff
7 is informed and believed, and thereon alleges that, at all times relevant herein, FLAGSHIP
8 HOLDINGS employed more than five (5) employees for each working day during each of twenty
9 (20) or more calendar weeks in each relevant calendar year.

10 8. Plaintiff is informed and believes that Defendant FLAGSHIP SOLAR LLC
11 (“FLAGSHIP SOLAR”), is and was, a California limited liability company, authorized to transact,
12 and transacting, business in the State of California and County of Los Angeles. Plaintiff is informed
13 and believes, and thereon alleges that, at all relevant times herein, FLAGSHIP SOLAR had its
14 headquarters and principal place of business at County of County of Kern, State of California.
15 Plaintiff is informed and believed, and thereon alleges that, at all times relevant herein, FLAGSHIP
16 SOLAR employed more than five (5) employees for each working day during each of twenty (20) or
17 more calendar weeks in each relevant calendar year.

18 9. Plaintiff is informed and believes that Defendant ANTHONY E. STARBUCK
19 (“STARBUCK”), is and was an individual, acting on behalf of STARBUCK, pursuant to California
20 Labor Code 558.1, and had control over employee payments and wages including in his role as CEO
21 and CFO, and was working and/or residing in California during the relevant time period. Plaintiff is
22 informed and believes, and thereon alleges that, at all relevant times herein, STARBUCK, acting on
23 behalf of FLAGSHIP HOLDINGS and FLAGSHIP SOLAR, had his headquarters and principal place
24 of business at County of Kern, State of California. Plaintiff is informed and believed, and thereon
25 alleges that, at all times relevant herein, STARBUCK employed more than five (5) employees for
26 each working day during each of twenty (20) or more calendar weeks in each relevant calendar year.

27 10. Defendants FLAGSHIP HOLDINGS, FLAGSHIP SOLAR, and STARBUCK are
28 collectively known as “Defendants.”

1 11. The true names and capacities of the defendants named herein as Does 1 through 100,
2 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who
3 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
4 section 474. Plaintiff is informed and believes that all of the Doe defendants are California residents.
5 Plaintiff will amend this Complaint to show such true names and capacities when they have been
6 determined.

7 12. Plaintiff is informed and believes that at all times relevant herein, each Defendants
8 designated, including Defendants, and Does 1 through 100, was the agent, managing agent, principal,
9 owner, partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of
10 each of the other defendants, and was at all times mentioned herein acting within the course and scope
11 of said agency and employment, and that all acts or omissions alleged herein were duly committed
12 with the ratification, knowledge, permission, encouragement, authorization and consent of each
13 Defendants designated herein. Defendants, if not separately noted, are collectively liable under either
14 a joint employer or a single enterprise theory, or in the alternative that each is an alter ego of one
15 another.

16 13. Defendants are, and at all times herein mentioned were, (a) conducting business in the
17 Counties of Orange, Los Angeles, Kern, Riverside, among others, in the State of California, and (b)
18 the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare
19 Commission Wage Orders (“Wage Orders”).

20 14. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected
21 the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to
22 make each of said Defendants employers jointly liable under the statutory provisions set forth herein.

23 **III. JURISDICTION AND VENUE**

24 15. This Court has jurisdiction over this action pursuant to the California Constitution
25 Article VI section 10, which grants the California Superior Court original jurisdiction in all causes
26 except those given by statute to other courts. The monetary damages and restitution sought by
27 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established
28 according to proof at trial.

1 16. Plaintiff is a resident of Orange County and is a citizen of the State of California and
2 domiciled in the State of California.

3 17. Defendants FLAGSHIP HOLDINGS, FLAGSHIP SOLAR, and STARBUCK are
4 residents of California, have sufficient minimum contacts in California, and/or otherwise
5 intentionally avails themselves of the California market so as to render the exercise of jurisdiction
6 over it by the California Courts consistent with traditional notions of fair play and substantial justice.

7 18. Venue is proper in this Court because upon information and belief, one or more of the
8 Defendants reside, transact business, or have offices in this County and the acts or omissions alleged
9 herein took place in this County.

10 **IV. DESCRIPTION OF WRONGFUL EMPLOYMENT PRACTICES**

11 19. Plaintiff began working for Defendants in July 2024, until his wrongful termination in
12 January 2025. Defendants misclassified Plaintiff as an independent contractor, resulting in the
13 deprivation to Plaintiff of various protections under the California Labor Code. Plaintiff repeatedly
14 complained of various wage and hour violations, but Defendant continued to violate numerous
15 provisions of the California Labor Code, including, but not limited to, failing to pay commissions on
16 sales made by Plaintiff, among other items described below. When Plaintiff complained about issues
17 regarding Defendants' payment practices, Defendants retaliated against him by, among other things,
18 reducing his pay, reducing his hours, failing to honor their prior promises and obligations, and then
19 terminating his employment.

20 20. Throughout the time period involved in this case, Defendants had the authority to hire
21 and terminate Plaintiff; to directly or indirectly control work rules, working conditions, wages,
22 working hours, and conditions of employment of Plaintiff; and to hire and terminate the employment
23 of Plaintiff.

24 21. At all times herein mentioned, Defendants were subject to the Labor Code of the State
25 of California and the applicable Industrial Welfare Commission Orders.

26 22. Plaintiff is informed and believes and thereon alleges that Defendants engaged in an
27 ongoing and systematic scheme of wage abuse against Plaintiff including, but not limited to,
28 misclassifying him as an independent contractor. As set forth in more detail below, this scheme

involved, *inter alia*, failing to pay Plaintiff for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiff from accurately recording the actual time worked, resulting in a failure to pay Plaintiff all wages owed. In addition, Defendants routinely failed to permit Plaintiff to take timely and duty-free meal periods and rest periods in violation of California law. Defendants also failed to reimburse Plaintiff for all necessary business-related expenses.

23. More specifically, Defendants violated the applicable IWC Wage Orders by engaging in the following conduct described more fully below.

V. EXHAUSTION

24. Plaintiff complied with the notice requirements pursuant to California Labor Code § 2699.3 and gave written notice via online filing and certified mail of the specific provisions alleged to have been violated to the Labor and Workforce Development Agency and Defendants. See, LWDA Case No.: LWDA-CM-1077219-25. The notice sent to the LWDA and to Defendants is incorporated herein by reference.

25. The LWDA has not provided notice of its intention to investigate Defendants' violations.

VI. LEGAL CLAIMS

FIRST CAUSE OF ACTION

Retaliation in Violation of Labor Code § 1102.5

(By Plaintiff Against FLAGSHIP HOLDINGS, FLAGSHIP SOLAR)

26. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

27. Plaintiff claimed, protested, and complained about Defendants' unlawful practices and procedures of failing to properly pay wages, including commissions, at the agreed upon rate. In response, Defendants retaliated against Plaintiff and ultimately terminated his employment for such complaints.

28. Defendants retaliated against Plaintiff for disclosing information to a person with authority over him or another employee who had the authority to investigate, discover or correct what

1 Plaintiff had reasonable cause to believe were violations of, or noncompliance with state or federal
2 statute(s) or local, state, or federal rule(s) or regulation(s), including, but not limited to, unpaid wages
3 conditions. Defendants' conduct violated the provisions of California Labor Code section 1102.5(b).

4 29. Defendants' conduct violated the provisions of California Labor Code section 1102.5.

5 30. Defendants are also liable for a civil penalty not exceeding ten thousand dollars
6 (\$10,000) for each violation of Labor Code section 1102.5.

7 31. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
8 has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses,
9 including without limitation, loss of wages and benefits, and the intangible loss of employment-
10 related opportunities and damage to his professional reputation, all in an amount subject to proof at
11 the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest
12 pursuant to California Civil Code sections 3287, 3288, and/or any other provision of law providing
13 for prejudgment interest.

14 32. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
15 continues to suffer severe anxiety, worry, embarrassment, humiliation, shame, mental anguish, and
16 emotional distress. Plaintiff is informed and believes and thereon alleges that he will continue to
17 experience said emotional suffering for a period in the future he cannot presently ascertain, all in an
18 amount subject to proof at the time of trial.

19 33. The above recited actions of Defendants were done with malice, fraud, and/or
20 oppression and in reckless disregard of the rights of Plaintiff. Plaintiff is informed and believes and
21 on that basis alleges that the acts taken towards him were carried out by officers, directors, and/or
22 managing agents of Defendants and/or with the ratification and approval of officers, directors, and/or
23 managing agents of Defendants in a malicious, oppressive, and fraudulent manner in order to harm
24 Plaintiff, or with a willful and conscious disregard of Plaintiff's rights, thereby causing him unjust
25 hardship, humiliation, and/or emotional distress. Such conduct was despicable and justifies an award
26 of punitive damages against Defendants in an amount sufficient to punish and make an example of
27 Defendants, and each of them, and to deter them from engaging in such conduct again in the future,
28 in an amount according to proof at time of trial.

1 **SECOND CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 **(By Plaintiff Against FLAGSHIP HOLDINGS, FLAGSHIP SOLAR)**

4 34. Plaintiff incorporates by this reference the relevant allegations contained in this
5 pleading as if fully set forth herein.

6 35. Throughout all times relevant herein, Defendants engaged in a number of improper
7 employment practices including, but not limited to, improper wage payments, improper wage
8 withholding and wage theft, and other conditions. In response to these complaints, Defendants
9 retaliated against him by withholding owed commissions and cutting off his access to the company's
10 systems, which Plaintiff took to be a termination of his employment.

11 36. Defendants' adverse employment actions against Plaintiff and termination of
12 Plaintiff's employment violated the public policy of the State of California against retaliation for
13 voicing complaints of illegality and improper wage payments, as stated in Article I, Section 8 of the
14 California Constitution, Labor Code sections 1102.5, and as set forth in *Vazquez v. Franklin*
15 *Management Real Estate Fund, Inc.* (2013) 222 Cal.App.4th 819, 831-832 ("California's minimum
16 wage law represents a fundamental policy for purposes of a claim for wrongful termination or
17 constructive discharge in violation of public policy.").

18 37. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
19 has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses,
20 including without limitation, loss of salary and benefits, and the intangible loss of employment-
21 related opportunities and damage to his professional reputation, all in an amount subject to proof at
22 the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest
23 pursuant to California Civil Code sections 3287, 3288, and/or any other provision of law providing
24 for prejudgment interest.

25 38. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
26 has suffered and continues to suffer severe anxiety, worry, embarrassment, humiliation, shame,
27 mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that
28 Plaintiff will continue to experience said emotional suffering for a period in the future Plaintiff cannot

1 presently ascertain, all in an amount subject to proof at the time of trial.

2 39. The above recited wrongful acts of Defendants against Plaintiff were done with
3 malice, fraud, and/or oppression and in reckless disregard of the rights of Plaintiff. Plaintiff is
4 informed and believes and on that basis alleges that the wrongful acts taken towards him were carried
5 out by officers, directors, and/or managing agents of Defendants and/or with the ratification and
6 approval of officers, directors, and/or managing agents of Defendants in a malicious, oppressive, and
7 fraudulent manner in order to harm Plaintiff, or with a willful and conscious disregard of Plaintiff's
8 rights, thereby causing him unjust hardship, humiliation, and/or emotional distress. Such conduct was
9 despicable and justifies an award of punitive damages against Defendants in an amount sufficient to
10 deter them from engaging in such conduct again in the future, in an amount according to proof at time
11 of trial.

12 40. Plaintiff requests relief as described below.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Pay Lawful Wages (Labor Code §§ 1194, 1197, 2751-2752)**

15 **(By Plaintiff Against All Defendants)**

16 41. Plaintiff incorporates by this reference the relevant allegations contained in this
17 pleading as if fully set forth herein.

18 42. At all relevant times during his employment, Plaintiff was a non-exempt employee of
19 Defendants and entitled to the benefits and protections of the California Labor Code sections 204,
20 510, 1194, and 1198, and the applicable Wage Order(s).

21 43. Employers must compensate non-exempt employees for "off-the-clock" work if the
22 employers knew or should have known that the employees were working those hours. (*Morillion v.*
23 *Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

24 44. Defendants required Plaintiff to work in excess of eight hours per day and/or 40 hours
25 in a week. Defendants maintained policies and procedures that prevented Plaintiff from reporting
26 work hours beyond eight hours per day and 40 hours per week. Defendants failed to pay Plaintiff
27 wages for all hours worked beyond eight hours in a day and 40 hours in a week. Defendants knew or
28 should have known that Plaintiff was performing work in excess of eight hours per day and 40 hours

1 per week without separate compensation for such work.

2 45. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
3 Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants'
4 failure to compensate Plaintiff for all hours worked at the correct rate(s) of pay.

5 46. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
6 amount, subject to proof, to the extent he was not paid the full amount of wages earned during each
7 pay period of his employment, including overtime wages.

8 47. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover unpaid minimum
9 wages, overtime wages, interest thereon, and awards of costs and reasonable attorneys' fees, all in
10 amounts subject to proof.

11 48. Defendants have failed to maintain California compliant policies and procedures
12 related to the claims asserted by Plaintiff. This is readily apparent when evaluating Defendants'
13 commission agreements.

14 49. "Whenever an employer enters into a contract...with an employee...and the
15 contemplated method of payment...involves commissions, the contract shall be in writing and shall
16 set forth the method by which the commissions shall be computed and paid." Labor Code § 2751(a).
17 Additionally, "[t]he employer shall give a signed copy" of a commission agreement "to every
18 employee who is a party thereto and shall obtained a signed receipt for the contract from each
19 employee." *Id.*, § 2751(b).

20 50. Upon information and belief, Defendants failed to provide the details of a commission
21 agreement and failed to provide a signed copy of the agreement. However, it is clear from
22 Defendants' initial commission payments to Plaintiff that Defendants agreed to pay Plaintiff 10% of
23 the proceeds from the contracts he secured for Defendants. Plaintiff never signed any documents
24 agreeing to a reduction in this commission percentage, and Defendants retaliated against Plaintiff by,
25 among other things, unilaterally reducing the commission amounts without a signed writing, resulting
26 in a failure to pay all wages in an amount to be shown according to proof.

27 51. Defendants have failed to maintain policies that compensate Plaintiff and an amount
28 equal to or greater than the minimum wage for all hours worked, as required by California Labor

1 Code sections 1182.12, 1194, 1197, 1197.1, and applicable wage orders. All hours must be paid at
2 the statutory or agreed rate, and no part of this rate may be used as a credit against a minimum wage
3 obligation. Among other things, Plaintiff was required to perform an array of “off-the-clock” work,
4 including performing work before or after scheduled shifts and working through or during meal
5 periods and rest periods. As a result, Defendants do not pay Plaintiff for the minimum wages worked
6 on a daily basis, weekly basis, and/or due to untimely, interrupted, or non-duty-free meal periods or
7 rest periods.

8 52. The applicable IWC Wage Order, the California Minimum Wage Order, and Labor
9 Code sections 1182.11, 1182.12, 1194, and 1197, all require that employees receive the minimum
10 wage for all hours worked.

11 53. Labor Code section 1194 entitles an employee receiving less than the legal minimum
12 wage to recover the unpaid balance of the full amount of the minimum wage, including interest
13 thereon, reasonable attorneys’ fees, and costs of suit.

14 54. Labor Code section 1194.2 entitles an employee receiving less than the legal minimum
15 wage to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
16 thereon.

17 55. Defendants also violated municipal minimum wage ordinances. Municipal minimum
18 wage ordinances across the State of California require all employees who work within the geographic
19 boundaries of a city to be paid at least the municipal minimum wage for all hours worked.

20 56. Plaintiff worked in one or more cities that have municipal minimum wage ordinances.

21 57. By failing to compensate Plaintiff for all hours worked, Defendants have violated one
22 or more minimum wage ordinances, including without limitation the minimum wage ordinance(s) of
23 Los Angeles County, among others.

24 58. As a result of Defendants’ unlawful acts, Plaintiff has been deprived of wages owed
25 to him in an amount to be determined at hearing, and Plaintiff is entitled to recover such amount, plus
26 interest thereon, liquidated damages, attorneys’ fees and costs, and such other legal and equitable
27 relief as the Arbitrator deems just and proper.

28 59. Plaintiff’s request relief as described below.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Lawful Overtime Wages (Labor Code §§ 510, 1194)**

3 **(By Plaintiff Against FLAGSHIP HOLDINGS, FLAGSHIP SOLAR)**

4 60. Plaintiff incorporates by this reference the relevant allegations contained in this
5 pleading as if fully set forth herein.

6 61. Labor Code section 510, *et seq.* requires an employer to pay 1.5 times an employee's
7 regular rate of pay for any hours worked over eight hours in a day and/or 40 hours in a week.

8 62. On information and belief, Plaintiff at times worked more than eight hours in a day
9 and more than forty hours in a week while completing services as a Solar Sales Representative and/or
10 Closer for Defendants, for which Defendants did not pay him overtime premium compensation.

11 63. By failing to pay overtime compensation to Plaintiff, as alleged herein, Defendants
12 violated the applicable IWC Wage Order and Labor Code section 510, *et seq.*

13 64. As a result of Defendants' unlawful acts, Plaintiff has been deprived of overtime
14 compensation in an amount to be determined at trial, and is entitled to recovery of such amounts, plus
15 interest thereon, and attorneys' fees and costs, under Labor Code section 1194.

16 65. Plaintiff requests relief as described below.

17 **FIFTH CAUSE OF ACTION**

18 **Failure to Provide Lawful Meal Periods or Compensation in**

19 **Lieu Thereof (Labor Code §§ 512, 226.7)**

20 **(By Plaintiff Against All Defendants)**

21 66. Plaintiff incorporates by this reference the relevant allegations contained in this
22 pleading as if fully set forth herein.

23 67. California Labor Code section 512 and Work Order 5, section 12(A)-(C) require every
24 California employer to provide all non-exempt employees a duty-free meal period of not less than 30
25 minutes, for a work period of more than five (5) hours, "except that if the total work period per day
26 is not more than six (6) hours, the meal period may be waived by mutual consent of the employer and
27 employee. An employer may not employ and employee for a work period of more than ten (10) hours
28 per day without providing the employee with a second meal period of not less than 30 minutes, except

1 that if the total hours work is no more than 12 hours, the second meal period may be waived by mutual
2 consent of the employer and the employee only if the first meal period was not waived.” Under
3 subdivision (a) of Labor Code section 226.7, an employer shall not require an employee to work
4 during meal periods mandated by state law. Subdivision (c) provides that “[i]f an employer fails to
5 provide an employee a meal . . . period in compliance with an applicable statute, wage order, etc. . . .
6 the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate of
7 compensation for each workday that the meal . . . period is not provided.”

8 68. Labor Code section 512(a) requires employers to provide unpaid meal periods to all
9 employees.

10 69. IWC Wage Order, section 11(A), provides that all employees working shifts of at least
11 five hours be provided an unpaid meal period.

12 70. Defendants failed to authorize or permit Plaintiff to take an unpaid meal period for
13 each shift of at least five hours.

14 71. On information and belief, Plaintiff regularly worked in excess of five hours a day
15 without being provided an unpaid meal period while relieved of all duties, as required by the
16 applicable IWC Wage Order, section 11(A) and Labor Code section 512(a).

17 72. Because Defendants failed to authorize and permit Plaintiff to take compliant meal
18 periods, it is liable to Plaintiff for one hour of additional pay at the regular rate of compensation for
19 each workday that the compliant meal periods were not taken, penalties, and interest, pursuant to
20 Labor Code section 226.7(b), and the applicable IWC Wage Order, section 11(D), and attorneys’ fees
21 pursuant to Labor Code section 218.5.

22 73. Plaintiff requests relief as described below.

23 **SIXTH CAUSE OF ACTION**

24 **Failure to Provide Lawful Rest Periods or Compensation in**

25 **Lieu Thereof (Labor Code § 226.7)**

26 **(By Plaintiff Against All Defendants)**

27 74. Plaintiff incorporates by this reference the relevant allegations contained in this
28 pleading as if fully set forth herein.

1 75. Labor Code section 226.7 and Work Order 5 section 12(A) require every California
2 employer to authorize and permit all non-exempt employees to take rest periods at the rate of ten (10)
3 minutes net rest time per four (4) hours, or a major fraction thereon. Under subdivision (a), an
4 employer shall not require an employee to work during rest periods mandated by state law.
5 Subdivision (c) provides that “[i]f an employer fails to provide an employee a rest period in
6 compliance with an applicable statute, wage order, etc. . . . the employer shall pay the employee one
7 (1) additional hour of pay at the employee’s regular rate of compensation for each workday that the
8 rest . . . period is not provided.”

9 76. Labor Code section 226.7 requires employers to provide paid rest periods to all
10 employees.

11 77. The applicable IWC Wage Order, section 12(A), provides in pertinent part as follows:
12 “Every employer shall authorize and permit all employees to take rest periods The authorized
13 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest
14 time per four (4) hours or major fraction thereof Authorized rest period time shall be counted as
15 hours worked for which there shall be no deduction from wages.

16 78. Defendants failed to authorize or permit Plaintiff to take a ten-minute paid rest period
17 for each four hours of work or major fraction thereof.

18 79. Plaintiff regularly worked in excess of three and a half hours a day without being
19 provided at least one paid 10-minute rest period in which Plaintiff was relieved of all duties, as
20 required by the applicable IWC Wage Order, section 12(A) and Labor Code section 226.7.

21 80. Because Defendants failed to authorize and permit Plaintiff to take compliant rest
22 periods, it is liable to Plaintiff for one hour of additional pay at the regular rate of compensation for
23 each workday that the compliant rest periods were not taken, penalties, and interest, pursuant to Labor
24 Code section 226.7(b), and the applicable IWC Wage Order, section 12(B), and attorneys’ fees
25 pursuant to Labor Code section 218.5.

26 81. Plaintiff requests relief as described below.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages (Labor Code §§ 204, 210)**

3 **(By Plaintiff Against FLAGSHIP HOLDINGS, FLAGSHIP SOLAR)**

4 82. Plaintiff incorporates by this reference the relevant allegations contained in this
5 pleading as if fully set forth herein.

6 83. California Labor Code section 204 provides that all wages earned by any person in
7 any employment between the 1st and 15th days, inclusive of any calendar month, other than those
8 wages due upon termination of an employee, are due and payable between the 16th and 26th day of
9 the month during which the labor was performed.

10 84. California Labor Code section 204 provides that all wages earned by any person in
11 any employment between the 16th and the last day, inclusive, of any calendar month, other than those
12 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
13 of the following month.

14 85. California Labor Code section 204 provides that all wages earned for labor in excess
15 of the normal work period shall be paid no later than the payday for the next regular payroll period.

16 86. During the relevant time period, Defendants intentionally and willfully failed to pay
17 Plaintiff all wages due to them, within any time period permissible under California Labor Code
18 section 204.

19 87. Plaintiff is entitled to recover all available remedies for Defendants' violations of
20 California Labor Code section 204, including statutory penalties pursuant to Labor Code section
21 210(b).

22 88. Plaintiff requests relief as described below.

23 **EIGHTH CAUSE OF ACTION**

24 **Failure to Timely Pay Wages at End of Employment (Waiting Time Penalties)**

25 **(Labor Code §§ 201-203)**

26 **(By Plaintiff Against All Defendants)**

27 89. Plaintiff incorporates by this reference the relevant allegations contained in this
28 pleading as if fully set forth herein.

90. Labor Code section 201 requires an employer who discharges a California employee to pay all compensation due and owing to that employee immediately upon discharge.

91. Labor Code section 202 requires an employer to pay all compensation due and owing to a California employee who quits within 72 hours of that employee quitting, unless the employee provides at least 72 hours' notice of quitting, in which case all compensation is due at the end of the employee's final day of work.

92. Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by section 201 or section 202, then the employer is liable for waiting time penalties in the form of continued compensation in the amount of the employee's average daily wage for up to 30 workdays.

93. Defendants willfully failed to timely pay compensation and wages, including unpaid minimum wage pay, unpaid sick leave, unpaid premium pay for missed meal and rest periods, to Plaintiff when Plaintiff's employment was terminated. As a result, Defendants are liable to Plaintiff for waiting time penalties, together with reasonable attorneys' fees and costs, under Labor Code section 203.

94. Plaintiff requests relief as described below.

NINTH CAUSE OF ACTION

Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement

Provisions (Wage Statement Violations) (Labor Code § 226)

(By Plaintiff Against All Defendants)

95. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

96. Labor Code Section 226 requires employers semi-monthly or at the time of each payment of wages to furnish each employee with an itemized statement showing “(1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and . . . the last four digits of his or her social security number . . . , (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and

1 the corresponding number of hours worked at each hourly rate by the employee.

2 97. The applicable IWC Wage Order, section 7(B) requires the same statement to include
3 “(1) all deductions, (2) the inclusive dates of the period for which the employee is paid; (3) the name
4 of the employee or the employee’s social security number; and (4) the name of the employer.

5 98. Labor Code section 226(e) provides that if an employer knowingly and intentionally
6 fails to provide such a statement, then the employee is entitled to recover the greater of all actual
7 damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each
8 subsequent violation, up to four thousand dollars (\$4,000).

9 99. Defendants knowingly and intentionally failed to furnish Plaintiff with timely,
10 itemized statements showing all information required under Labor Code section 226(a) and the
11 applicable IWC Wage Order, section 7(B). As a result, Defendants are liable to Plaintiff for the
12 amounts provided for by Labor Code section 226(e) and for penalties, and attorneys’ fees.

13 100. Plaintiff requests relief as described below.

14 **TENTH CAUSE OF ACTION**

15 **Failure to Reimburse Business Expenses (Labor Code § 2802)**

16 **(By Plaintiff Against All Defendants)**

17 101. Plaintiff incorporates by this reference the relevant allegations contained in this
18 pleading as if fully set forth herein.

19 102. Labor Code section 2802 requires an employer to reimburse employees for any work-
20 related expenses.

21 103. While acting on the direct instructions of Defendants and discharging duties for
22 Defendants, Plaintiff incurred work-related expenses. Such expenses include but are not limited to
23 fuel; tolls; vehicle repairs; vehicle depreciation; vehicle maintenance; vehicle insurance; other vehicle
24 operating costs; truck roof racks; and cellular phone and associated data costs.

25 104. Plaintiff necessarily incurred these expenses and losses as a direct result of performing
26 job duties for Defendants.

27 105. Defendants failed to indemnify or reimburse Plaintiff for these expenditures and
28 losses. By requiring Plaintiff to pay expenses and cover losses that Plaintiff incurred in direct

1 consequence of the discharge of Plaintiff's duties for Defendants and/or in obedience to Defendants'
2 direction, Defendants violated the applicable IWC Wage Order and Labor Code section 2802.

3 106. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to
4 damages in the amount of Plaintiff's suffered substantial losses, as well as pre-judgment interest,
5 costs, and attorneys' fees for the prosecution of this action.

6 107. Plaintiff requests relief as described below.

7 **ELEVENTH CAUSE OF ACTION**

8 **Failure to Pay Vacation Time at the Appropriate Rate of Pay (Labor Code § 227.3)**

9 **(By Plaintiff Against FLAGSHIP HOLDINGS, FLAGSHIP SOLAR)**

10 108. Plaintiff incorporates by this reference the relevant allegations contained in this
11 pleading as if fully set forth herein.

12 109. Cal. Labor Code sections 201 & 227.3 requires an employer who discharges an
13 employee to pay all compensation due and owing to that employee immediately upon discharge. Cal.
14 Labor Code section 202 requires an employer to pay all compensation due and owing to an employee
15 who quits within 72 hours of that employee quitting, unless the employee provides at least 72 hours'
16 notice of quitting, in which case all compensation is due at the end of the employee's final day of
17 work. Cal. Labor Code section 203 provides that if an employer willfully fails to pay compensation
18 promptly upon discharge, as required by section 201 or section 202, then the employer is liable for
19 waiting time penalties in the form of continued compensation of up to 30 workdays.

20 110. Unless otherwise provided by a collective-bargaining agreement, whenever a contract
21 of employment or employer policy provides for paid vacations, and an employee is terminated
22 without having taken off his vested vacation time, all vested vacation shall be paid to him as wages
23 at his final rate in accordance with such contract of employment or employer policy respecting
24 eligibility or time served; provided, however, that an employment contract or employer policy shall
25 not provide for forfeiture of vested vacation time upon termination.

26 111. Defendants willfully failed to timely pay compensation and wages, including vested
27 and unused vacation time to Plaintiff when Plaintiff's employment was terminated. As a result,
28 Defendants are liable to Plaintiff for the unpaid and/or underpaid vacation wages, in addition to,

1 waiting time penalties, together with reasonable attorneys' fees and costs, under Labor Code section
2 203.

3 112. Plaintiff requests relief as described below.

4 **TWELFTH CAUSE OF ACTION**

5 **Failure to Provide Employment Records (Labor Code §§ 226, 1198.5)**

6 **(By Plaintiff Against FLAGSHIP HOLDINGS, FLAGSHIP SOLAR)**

7 113. Plaintiff incorporates by this reference the relevant allegations contained in this
8 pleading as if fully set forth herein.

9 114. Labor Code section 1174 states, in pertinent part, that “[e]very person employee labor
10 in this state shall . . . (c) Keep a record showing the names and addresses of all employees employed
11 . . . [and] (d) Keep, at a central location in the state . . . or establishments at which employees are
12 employed, payroll records showing the hours worked daily by and the wages paid to . . . employees
13 employed at the respective . . . establishments. These records shall be kept . . . in a file for not less
14 than three years. . . Likewise, Wage Order 5, section 7 requires that “(A) [e]very employer shall keep
15 accurate information with respect to each employee including the following: (1) the full name, home
16 address, occupation and social security number (2) Birth date . . . (3) Time records showing when the
17 employee begins and ends each work period, meal periods, split shift intervals and total daily hours
18 worked shall also be recorded . . . (5) Total hours worked in the payroll period and the applicable
19 rates of pay. This information shall be made readily available to the employee upon reasonable
20 request . . .” In addition, Labor Code section 353 also requires employers to keep accurate records
21 of all gratuities or tips they receive, directly or indirectly, which may not be collected by “managers”
22 or owners under Labor Code section 351. Labor Code section 1174.5 provides that “any person
23 employing labor who willfully fails to maintain the records required under subdivision (c) of section
24 1174 or accurate or complete records required by subdivision (d) of section 1174 . . . shall be subject
25 to a civil penalty of five hundred dollars (\$500). Subdivision (d) of section 1174.5 states that “[a]ny
26 person, or officer or agent thereof, is guilty of a misdemeanor who fails to keep any of the records
27 required by section 1174.

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115. For the reasons and bases noted here, Defendants have, among other things, willfully failed to keep, maintain, or provide adequate records regarding Plaintiff.

116. As a result of Defendants' violations of California Labor Code sections 201-204, 206, 216, and 512, 1174, Defendants are liable to Plaintiff for any applicable penalties, together with reasonable attorneys' fees and costs, under the applicable Labor Code sections.

117. Plaintiff requests relief as described below.

THIRTEENTH CAUSE OF ACTION

Violations of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiff Against All Defendants)

118. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

119. California Business & Professions Code section 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

120. California Business & Professions Code section 17204 allows any person acting "for the interests of itself, its members or the general public" to prosecute a civil action for violation of the UCL.

121. Beginning in or around July 2024, Defendants improperly, fraudulently, and unlawfully classified Plaintiff as an "independent contractor" and thereby committed unlawful, unfair, and/or fraudulent business acts and practices as defined by California Business & Professions Code sections 17200, by engaging, among other things, in the following:

- a. failing to indemnify Plaintiff for employment-related business expenses and losses;
- b. failing to pay the minimum wage to Plaintiff required under California law;
- c. failing to pay overtime compensation to Plaintiff required by California law;
- d. failing to authorize and permit paid rest periods and unpaid meal periods;
- e. failing to provide accurate itemized wage statements to Plaintiff;
- f. failing to provide paid sick leave in compliance with the California Healthy Workplaces, Healthy Families Act of 2014; and
- g. failing to pay all wages due at termination of employment.

1 122. Defendants' violations of these laws were unlawful, unfair, and/or fraudulent
2 predicate acts and practices for purposes of California Business and Professions Code section 17200.

3 123. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent
4 acts and practices described herein, Defendants received and continues to hold ill-gotten gains
5 belonging to Plaintiff. As a direct and proximate result of Defendants' unlawful business practices,
6 Plaintiff suffered economic injuries including, but not limited to, unreimbursed out-of-pocket
7 business expenses, unpaid minimum wage, unpaid compensation for missed rest and meal breaks,
8 and unpaid sick leave, among other things. Defendants have profited from these unlawful, unfair,
9 and/or fraudulent acts and practices in the amount of those business expenses and compensation.

10 124. Plaintiff is entitled to restitution pursuant to California Business & Professions Code
11 sections 17203 and 17208 for all unpaid business expenses, rest and meal period compensation,
12 unpaid minimum wages, unpaid sick leave, and interest.

13 125. Plaintiff is entitled to enforce all applicable penalty provisions of the California Labor
14 Code pursuant to California Business & Professions Code section 17202.

15 126. By all of the foregoing alleged conduct, Defendants has committed, and is continuing
16 to commit, ongoing unlawful, unfair and fraudulent business practices within the meaning of
17 California Business & Professions Code section 17200, *et seq.*

18 127. As a direct and proximate result of the unfair business practices described above,
19 Plaintiff has suffered significant losses and Defendants have been unjustly enriched.

20 128. Pursuant to California Business & Professions Code section 17203, Plaintiff is entitled
21 to: (a) restitution of money acquired by Defendants by means of their unfair business practices; and
22 (b) a declaration that Defendants' business practices are unfair and unlawful.

23 129. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims
24 specified herein. There is a financial burden incurred in pursuing this action which is in the public
25 interest. Therefore, reasonable attorneys' fees are appropriate pursuant to California Code of Civil
26 Procedure section 1021.5.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **Violations of the PAGA [California Labor Code §§ 2698, *et seq.*]**

3 **(By Plaintiff Against All Defendants)**

4 130. Plaintiff incorporates by this reference the relevant allegations contained in this
5 pleading as if fully set forth herein.

6 131. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
7 Defendants during the applicable statutory period and suffered one or more of the Labor Code
8 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other
9 current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable
10 attorney’s fees and costs.

11 132. Plaintiff seeks to recover the PAGA civil penalties through a representative action
12 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal.4th 969
13 (2009). Therefore, class certification of the PAGA claims is not required.

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

21 134. Plaintiff was employed by Defendants and the Labor Code violations alleged above
22 were committed against Plaintiff during Plaintiff’s time of employment. Plaintiff is therefore, an
23 “aggrieved employee” under PAGA.

24 135. As set forth in detail above, during all times relevant to this Action, Defendants have
25 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes
26 by:

- 27 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
28 compensation in violation of Labor Code §§ 1194 and 1198, *et seq.*

- 1 b. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees
2 and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium
3 pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- 4 c. Failing to provide, authorize, and permit Plaintiff and the Aggrieved Employees to take
5 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
6 additional hour of premium pay for rest period violations in violation of Labor Code §§
7 226.7 and 512.
- 8 d. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their
9 employment in violation of Labor Code § 203.
- 10 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
11 employment in violation of Labor Code § 204.
- 12 f. Failure to provide written notice of paid sick leave and supplemental sick paid sick leave
13 in violation of Labor Code §§ 226, 246, and 1174.
- 14 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
15 itemized wage statements in violation of Labor Code § 226.
- 16 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’
17 work periods, meal periods, total daily hours, hours per pay period, total wages and
18 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the
19 applicable IWC Wage Order.
- 20 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related
21 expenses in violation of Labor Code §§ 2800 and 2802.

22 136. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
23 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to
24 recover penalties against Defendant for the Labor Code violations described above, including but not
25 limited to penalties under California Code of Regulations Title 8 section 11010, penalties under
26 California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any
27 and all additional penalties and sums as provided by the California Labor Code and/or other statutes.
28 The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof

1 at trial.

2 137. Plaintiff was compelled to retain the services of counsel to file this court action to
3 protect Plaintiff's interests and the Aggrieved Employees, and to assess and collect the civil penalties
4 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs
5 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

6 138. Plaintiff may amend this complaint as a matter of right pursuant to California Labor
7 Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in
8 Labor Code § 2699.3.

9 139. Plaintiff requests relief as described below.

10 **VII. PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for relief and judgment against Defendant, jointly and
12 severally, as follows:

13 1. All actual, consequential, and incidental financial losses, including but not limited to
14 loss of earnings and benefits, according to proof, together with prejudgment interest pursuant to the
15 Civil Code sections 3287 and/or 3288;

16 2. Emotional distress and general damages in a sum in excess of the jurisdictional
17 minimum of the Superior Court;

18 3. Wages, civil penalties, and applicable statutory penalties;

19 4. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
20 558, 558.1, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code
21 and/or other applicable statutes;

22 5. Prejudgment and post-judgment interest;

23 6. Attorneys' fees and costs reasonably incurred pursuant to the California Labor Code
24 sections 218.5, 226(e), 1102.5(j), and 2699(g)(1), and Code of Civil Procedure section 1021.5, or any
25 other provision allowed by law;

26 7. Punitive and/or exemplary damages;

27 8. Equitable relief in the nature of declaratory relief and restitution of all monies due to
28 Plaintiffs, disgorgement of profits from Defendants' unlawful business practices, and an accounting;

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and

9. Such other and further relief that the Court deems proper.

DATED: June 3, 2025

WORRELL LAW FIRM, APC

By: 

KYLE C. WORRELL
Attorneys for Plaintiff
Mario Arroyo

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DATED: June 3, 2025

By:

KYLE C. WORRELL
Attorneys for Plaintiff
Mario Arroyo

1 **PROOF OF SERVICE**

2 **CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES**

3 **CASE NAME: Mario Arroyo v. Flagship Holdings LLC, et al.**

4 **CASE NO.: 25STCV02759**

5 I am employed in the County of Orange, State of California. I am over the age of 18 and not
6 a party to the within action. My business address is: 1717 Old Tustin Avenue, Unit E, Santa Ana, CA
92705.

7 On June 3, 2025, I caused the following document(s) described as:

8 **FIRST AMENDED COMPLAINT AND REPRESENTATIVE**
9 **ACTION COMPLAINT FOR DAMAGES**

10 to be served on all interested parties in this action as follows:

11 DENISON WERNER
12 MACIAS TRAVIS LLP
13 Joseph A. Werner, Esq.
14 9100 Ming Avenue, Suite 201
15 Bakersfield, CA 93311
16 Telephone: (661) 2154-4980
17 Email: joe@dw-llp.com
18 service@dw-llp.com

Attorneys for Defendants:
FLAGSHIP HOLDINGS LLC,
FLAGSHIP SOLAR LLC; and
ANTHONY E. STARBUCK

19 **[X] BY E-MAIL OR ELECTRONIC TRANSMISSION**

20 Based on a Court order or on an agreement by the parties to accept service by e-mail or
21 electronic transmission, I caused the document(s) described above to be sent from e-mail address
22 mav@worrell-law.com to the persons at the e-mail address listed above. I did not receive, within a
23 reasonable time after the transmission, any electronic message or other indication that the
24 transmission was unsuccessful.

25 **[X] STATE** I declare under penalty of perjury under the laws of the State of California that the
26 above is true and correct.

27 Executed on June 3, 2025, at Santa Ana, California.

28 

Mariah Velasco