

Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
Nancy Goodes (SBN 346529)
nancy@marqueelaw.com
MARQUEE LAW GROUP, A Professional Corporation
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
(310) 275-1844 telephone
(310) 275-1801 fax

Attorneys for Plaintiff
SHALEV SHAI ISHSHALOM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF EL DORADO

SHALEV SHAI ISHSHALOM, on behalf of
himself and all others similarly situated;

Plaintiffs,

vs.

V3 ELECTRIC, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No. 25CV0071

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 226.2, 558,
1182.12, 1194, 1194.2, 1197, 1198);**
- 2. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204,
226.2, 510, 558, 1194, 1198);**
- 3. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.2, 226.7, 516,
1198);**
- 5. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- 6. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*);**
- 8. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Shalev Shai IshShalom (“Plaintiff”), on behalf of himself and all others similarly
2 situated, and as a private attorney general on behalf of the State of California and other aggrieved
3 employees, hereby brings this Class and Representative Action Complaint against V3 Electric,
4 Inc. and Does 1 through 100, inclusive (collectively, “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other aggrieved employees, brings this
9 class and representative action for recovery of unpaid wages and penalties under California
10 Business and Professions Code section 17200, *et. seq.*; Labor Code §§ 201-204, 226, 226.2, 226.7,
11 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*; and Industrial Welfare
12 Commission Wage Order No. 7 (“Wage Order 7”), in addition to seeking declaratory relief and
13 restitution. This class action is brought pursuant to Code of Civil Procedure § 382. This Court
14 has jurisdiction over Defendants’ Labor Code violations as the amount in controversy exceeds
15 this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in El Dorado County. Defendants own, maintain offices, transact business, have an agent
20 or agents within El Dorado County, and/or otherwise are found within El Dorado County, and
21 Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
25 the filing of this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee (although
27 he was misclassified as an independent contractor). Plaintiff was, and is, a victim of Defendants’
28 policies and/or practices complained of herein, lost money and/or property, and has been deprived

of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 7 which sets employment standards for the mercantile industry, meaning any industry, business, or establishment operated for the purpose of purchasing, selling or distributing goods or commodities at wholesale or retail, or for the purpose of renting goods or commodities, such as the solar sales industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a residential solar provider and/or generator of solar service agreements, and that they employed Plaintiff and other similarly situated employees within El Dorado County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 22) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

///

1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
5 Members (as defined in Paragraph 22).

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff worked for Defendants from in or about May 2024 until on or about
8 October 11, 2024 as an “Appointment Setter,” although in some documents Plaintiff was referred
9 to as an “Energy Consultant.” Plaintiff’s job duties as an Appointment Setter entailed going door-
10 to-door promoting Defendants’ solar energy services to potential customers and setting
11 appointments for potential customers to meet with other of Defendants’ employees called
12 “Closers” or “Direct Sellers.” Closers or Direct Sellers would consummate sales of solar service
13 agreements with customers.

14 10. Although Plaintiff and Defendants’ other workers (including, but not limited to,
15 Appointment Setters, Energy Consultants, Closers, and Direct Sellers) should have been
16 classified as employees, as they performed work within the usual course and scope of Defendants’
17 business and performed that work under Defendants’ direct supervision and control, Defendants
18 misclassified Plaintiff and other workers as independent contractors.

19 11. Defendants knew, or reasonably should have known, that Plaintiff and other
20 workers were employees, but Defendants willfully misclassified them as independent contractors.
21 Specifically, Defendants are a residential solar provider and/or generator of solar service
22 agreements. Plaintiff and other Class members promote those services to customers, sell those
23 solar services, and/or assist in generating solar service agreements while under Defendants’ direct
24 supervision and control. (See *Dynamex Operations West v. Superior Court* (2018) 4 Cal.5th 903,
25 916-917 [“Under this [ABC] test, a worker is properly considered an independent contractor to
26 whom a wage order does not apply on if the hiring entity establishes: (A) that the worker is free
27 from the control and direction of the hirer in connection with the performance of the work, [and]
28 (B) that the worker performs work that is outside the usual course of hiring entity’s business”].)

1 12. Even under the *Borello* test, Plaintiff and other workers clearly should have been
2 classified as employees. Among other things, Defendants expected them to work set hours,
3 required them to attend regular meetings, provided them with materials (including marketing
4 materials) for use in their job duties, required them to wear V3 badges and to carry V3 business
5 cards, assigned them to specific territories, and otherwise directed and supervised their work.

6 13. In addition to misclassifying them as independent contractors, Defendants have
7 failed to pay Plaintiff and other Appointment Setters (or workers with similar titles and/or job
8 duties, all of whom are hereinafter collectively referred to as “Appointment Setters”) at least the
9 minimum wage for all hours worked. Specifically, Plaintiff and other Appointment Setters were
10 paid solely by commission based on the number of customers of Defendants who signed a solar
11 agreement at or after the appointment set by the Appointment Setters. Such commissions were
12 generally “earned” fourteen (14) days after the authorized utility provided permission to operate
13 for each individual project. Often, this meant that Appointment Setters were paid less than the
14 minimum wage for the amount of hours they worked. For example, Plaintiff typically worked six
15 days per week for eight (8) hours per day or more, or forty-eight (48) hours (or more) weekly.
16 However, Plaintiff’s weekly commission payments often totaled far less than the minimum wage,
17 such as when he was paid only \$376.94 in wages for the week of September 2-8, 2024. This meant
18 that Plaintiff was paid only about \$7.85 per hour ($\$376.94 / 48$ hours), and was not paid any
19 overtime pay. Indeed, Plaintiff and other Appointment Setters never received overtime pay for
20 their work in excess of eight (8) hours per day or forty (40) hours per week.

21 14. Moreover, as commission-based employees, Plaintiff and other Appointment
22 Setters were entitled to separate compensation for rest periods and other “nonproductive time”
23 pursuant to Labor Code § 226.2 and *Vaquero v. Stoneledge Furniture LLC*, 9 Cal.App.5th 98
24 (2017). Defendants failed to compensate Plaintiff and other Appointment Setters separately for
25 rest periods or other nonproductive time.

26 15. The above practices resulted in Plaintiff and other Appointment Setters not being
27 paid for all hours worked, including unpaid minimum wages and overtime wages.

28 ///

1 16. Defendants also failed to provide off-duty and timely meal periods to Plaintiff and
2 other Appointment Setters. Specifically, Plaintiff and other Appointment Setters were typically
3 too busy to take a meal period, and Defendants expected Plaintiff and other employees to continue
4 working through the entirety of their shifts and provided no clock-out method to record their
5 breaks, nor did they include a meal period as part of their schedule. As a result, Plaintiff and other
6 non-exempt employees were regularly not provided with timely, off-duty meal periods. Despite
7 failing to provide Plaintiff and other non-exempt employees with legally compliant meal periods,
8 Defendants have failed to pay the meal period premiums required by Labor Code § 226.7.

9 17. Defendants have also failed to authorize and permit compliant rest periods to
10 Plaintiff and other Appointment Setters. As with meal periods, the fact that Defendants classified
11 them as independent contractors, as well as the duties imposed by Defendants, made it
12 impracticable for Plaintiff and other Appointment Setters to take rest periods, as Defendants
13 expected them to work through the entirety of their shifts and did not include breaks as part of
14 their schedules or otherwise authorize and permit them to take off-duty rest periods. Moreover,
15 and as described above, Defendants failed to authorize and permit paid rest periods as required
16 under California law, as they failed to separately compensate Plaintiff's and other Appointment
17 Setters' rest periods as required under Labor Code § 226.2. Despite failing to authorize and permit
18 legally compliant rest periods to Plaintiff and other Appointment Setters, Defendants have failed
19 to pay the rest period premiums required by Labor Code § 226.7.

20 18. As a result of Defendants' failure to pay all minimum wages and overtime wage
21 due, their failure to account for and compensate for all hours worked by Plaintiff and other
22 Appointment Setters, and/or their failure to pay meal and rest period premium wages, Defendants
23 have failed to pay all wages to Plaintiff and other formerly employed Appointment Setters at the
24 separation of their employment.

25 19. As a further result of Defendants' unlawful practices described above, Defendants
26 have issued inaccurate wage statements to Plaintiff and other Class members. In addition, the
27 wage statements issued to Plaintiff and other Appointment Setters failed to set forth the total
28 number of hours worked, total hours of non-productive time, total rest period hours, and rates of

1 compensation, as required under Labor Code §§ 226(a) and 226.2(a)(2).

2 20. Defendants have also consistently failed to record the actual hours worked or meal
3 periods taken by Plaintiff and other Appointment Setters, as they provided no method for their
4 workers who were misclassified as independent contractors to clock in and out.

5 21. On information and belief, Defendants have engaged in the above unlawful
6 practices throughout the putative class period and continuing to the present.

7 **CLASS ACTION ALLEGATIONS**

8 22. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
9 following Classes pursuant to California Code of Civil Procedure § 382:

10 a. The Minimum Wage Class consists of all of the Defendants' current and former
11 Appointment Setters (or those with similar job titles and/or job duties) in California who
12 were classified by Defendants as independent contractors and were subject to Defendants'
13 timekeeping and payroll practices, at any time from four years prior to the filing of this
14 action to the present.

15 b. The Overtime Class consists of all of the Defendants' current and former
16 Appointment Setters (or those with similar job titles and/or job duties) in California who
17 were classified by Defendants as independent contractors and who worked more than 8.0
18 hours in a workday and/or over 40.0 hours in a workweek and were subject to Defendants'
19 timekeeping and payroll practices, at any time from four years prior to the filing of this
20 action through the present.

21 c. The Meal Period Class consists of all of the Defendants' current and former
22 Appointment Setters (or those with similar job titles and/or job duties) in California who
23 were classified by Defendants as independent contractors and who worked at least one shift
24 in excess of 5.0 hours, at any time from four years prior to the filing of this action through
25 the present.

26 d. The Rest Period Class consists of all of the Defendants' current and former
27 Appointment Setters (or those with similar job titles and/or job duties) in California who
28 were classified by Defendants as independent contractors and who worked at least one shift

of 3.5 hours or more, at any time from four years prior to the filing of this action through the present.

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who performed work for Defendants at any time from one year prior to the filing of this action through the present.

f. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who are no longer employed by Defendants and whose employment with Defendants ended at any time from three years prior to the filing of this action through the present.

23. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

24. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants misclassified workers as independent contractors;
- ii. Whether Defendants paid members of the Minimum Wage Class at least the applicable minimum wage for all hours worked;
- iii. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, §§ 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;

///

- v. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vii. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment.

25. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' timekeeping, overtime, wage statement, meal period, rest period, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

26. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California (but was misclassified as an independent contractor) during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was misclassified as an independent contractor, was not paid all earned minimum wages and overtime wages, was subject to Defendants' uniform meal and rest period policies/practices, was furnished with inaccurate wage statements, and was deprived of all final wages upon his separation of employment from Defendants.

27. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

1 28. **Superiority:** The California Labor Code is broadly remedial in nature and serves
2 an important public interest in establishing minimum working conditions and standards in
3 California. These laws and labor standards protect the average working employee from
4 exploitation by employers who have the responsibility to follow the laws and who may seek to
5 take advantage of superior economic and bargaining power in setting onerous terms and
6 conditions of employment. The nature of this action and the format of laws available to Plaintiff
7 and members of the Classes make the class action format a particularly efficient and appropriate
8 procedure to redress the violations alleged herein. If each employee were required to file an
9 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
10 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
11 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
12 an individual remedy would discourage the assertion of lawful claims by employees who would
13 be disinclined to file an action against their former and/or current employer for real and justifiable
14 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
15 prosecution of separate actions by individual class members would create a substantial risk of
16 inconsistent or varying verdicts or adjudications with respect to the individual class members
17 against Defendants herein; and which would establish potentially incompatible standards of
18 conduct for Defendants. Further, the claims of the individual members of the Classes are not
19 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
20 costs and expenses attending thereto. As such, the Classes identified in Paragraph 22 are
21 maintainable under California Code of Civil Procedure § 382.

22 **FIRST CAUSE OF ACTION**

23 **MINIMUM WAGE VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 30. Wage Order 7 and Labor Code §§ 226.2, 1197 and 1182.12 establish employees'
27 right to be paid minimum wages for all hours worked in amounts set by state law, including but
28 not limited to all non-productive time and time spent taking paid rest or recovery periods. Labor

Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

31. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to Defendants' control and/or suffered or permitted to work under the Labor Code and Wage Order 7.

32. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

33. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and applicable Wage Orders.

34. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§ 204, 218.6, 226.2, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

///

1 36. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
2 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
3 overtime hours worked, and which provide a private right of action for the failure to pay all
4 overtime compensation for overtime work performed.

5 37. At all times relevant herein, Defendants were required to properly compensate
6 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
7 Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an
8 employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of
9 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on
10 the seventh consecutive workday in a workweek. Wage Order 7, § 3 also requires an employer to
11 pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a
12 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.
13 As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime
14 and double-time hours but did not compensate them at one and one-half times (or two times) their
15 regular rate of pay for such hours.

16 38. The foregoing policies and practices are unlawful and create entitlement to
17 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
18 premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of
19 suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of
20 Civil Procedure § 1021.5.

21 **THIRD CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 failed in their affirmative obligation to provide all their non-exempt employees, including
27 Plaintiff and Meal Period Class members, with all required meal periods in accordance with the
28 mandates of the Labor Code and Wage Order 7, for the reasons set forth in this Complaint.

41. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 7, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

43. Labor Code §§ 226.2, 226.7 and 516, and Wage Order 7 establish the right of employees to be authorized and permitted a paid rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

44. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

45. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

47. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all hours worked, all non-productive hours worked, all hours worked at each rate of pay, and all wages earned, in violation of Labor Code §§ 226 and 226.2.

48. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their wages (including but not limited to minimum wages, overtime wages, wages for non-productive time, and meal and rest period premium wages), and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

49. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

51. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

52. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid minimum wages and overtime wages and unpaid meal and rest period premium wages.

53. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

54. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

56. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by misclassifying their employees as independent contractors, failing to pay Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal periods or pay meal period premium wages, failure to authorize and permit paid rest periods or pay rest period premium wages, failing to furnish accurate and complete itemized wage statements, and failing to pay all earned wages at separation of employment.

57. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

58. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

59. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

60. Plaintiff was compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

**CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)**

61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

62. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Willfully misclassifying Plaintiff and other aggrieved employees as independent contractors, in violation of Labor Code § 226.8;

///

- b. Failing to pay Plaintiff and other aggrieved employees at least the applicable minimum wage for all hours worked, in violation of Labor Code §§ 204, 226.2, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- c. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 226.2, 510, 558, 1194, and 1198;
- d. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- e. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- f. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203;
- g. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- h. Failing to maintain accurate records in regard to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

63. On or about January 2, 2025, Plaintiff notified Defendant V3 Electric, Inc., via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 62 (a)-(h) above. Now that sixty-five (65) days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

64. As noted in Plaintiff's PAGA notice letter, the "aggrieved employees" Plaintiff seeks to represent in this representative action are all current and former workers who were classified by Defendants as independent contractors and who performed work for Defendants in California at any time from one year immediately preceding the date of Plaintiff's PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA action or any alternative date agreed upon by the parties and/or approved by the Court.

65. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which they are entitled to recover under California Labor Code § 2699(k).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 226.2, 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 226.2, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, 558, and 1198;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

1 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
2 Labor Code §§ 201-203;

3 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
4 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
5 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

6 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
7 employees, and the State of California according to proof pursuant to Labor Code § 2699,
8 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
9 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
10 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
11 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
12 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
13 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
14 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
15 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
16 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
17 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
18 Labor Code § 2699(f);

19 12. Prejudgment interest on all due and unpaid wages and other damages pursuant to
20 Cal. Labor Code §§ 218.6, 1194(a), Civil Code § 3287; and Art. XV, § 1 of the California
21 Constitution;

22 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
23 226(e), 1194 *et seq.*, 2699(k), Code of Civil Procedure § 1021.5, and all other applicable statutes;
24 and

25 ///

26 ///

27 ///

28 ///

1 14. For such other and further relief the Court may deem just and proper.

2
3 Date: March 10, 2025

MARQUEE LAW GROUP, APC

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Tuvia Korobkin
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

 Date: March 10, 2025

MARQUEE LAW GROUP, APC



Tuvia Korobkin
Attorneys for Plaintiff