

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michael Linfield

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Individually and on behalf of all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Angel Mondragon, individually and on
behalf of all aggrieved employees,

Plaintiff,

vs.

Sunrun, Inc.; and Does 1 through 20,
inclusive,

Defendants.

Case No. **22STCV25672**

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

**VIOLATION OF THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LABOR
CODE §§ 2698, *ET SEQ.*)**

1 Plaintiff Angel Mondragon, individually and on behalf of all aggrieved employees,
2 hereby alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Angel Mondragon (“Plaintiff”) brings this representative action against
5 Defendant Sunrun, Inc., on behalf of himself individually and all other aggrieved employees
6 employed by Defendants throughout California, defined as all non-exempt employees employed
7 by Defendants in the State of California from one year before the date Plaintiff gave notice of
8 these claims to the California Labor and Workforce Development Agency (“LWDA”), plus any
9 applicable tolling, to the date of trial.

10 2. Defendant Sunrun, Inc. in the business of providing solar energy generation
11 systems and battery energy storage products to customers throughout California.

12 3. Through this action, Plaintiff alleges that Defendants have engaged in a
13 systematic pattern of wage and hour violations under the California Labor Code (“Labor Code”).

14 4. Plaintiff is informed and believes, and thereon alleges, during the relevant time
15 period, Defendants had a consistent policy of violating state wage and hour laws by, among other
16 things:

- 17 (a) failing to pay minimum wages for all hours worked;
- 18 (b) failing to pay overtime wages for all hours worked;
- 19 (c) failing to provide lawful meal periods or compensation in lieu thereof;
- 20 (d) failing to authorize or permit lawful rest breaks or provide compensation
21 in lieu thereof;
- 22 (e) failing to provide accurate itemized wage statements;
- 23 (f) failing to reimburse all business expenses;
- 24 (g) unlawfully deducting wages;
- 25 (h) failing to provide suitable seating;
- 26 (i) failing to timely pay all wages during employment;
- 27 (j) failing to pay all wages due upon separation of employment; and
- 28 (k) failing to pay all vacation wages at the final rate of pay.

1 5. Plaintiff brings this representative action seeking monetary relief against
2 Defendants on behalf of himself and all aggrieved employees to recover, among other things,
3 penalties, attorney's fees, costs, and expenses pursuant to the Private Attorneys General Act of
4 2004, Labor Code §§ 2698, *et seq.* ("PAGA").

5 **JURISDICTION AND VENUE**

6 6. The monetary relief sought by Plaintiff exceeds the minimal jurisdictional limits
7 of the Superior Court and will be established according to proof at trial.

8 7. The Superior Court has jurisdiction over this action pursuant to the California
9 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes,
10 except those given by statutes to other courts. The statutes under which this action is brought do
11 not specify any other basis for jurisdiction.

12 8. The Superior Court has jurisdiction over all Defendants because, upon
13 information and belief, they are citizens of California, have sufficient minimum contacts in
14 California, or otherwise intentionally avail themselves of the California market so as to render
15 the exercise of jurisdiction over them by the California courts consistent with traditional notions
16 of fair play and substantial justice.

17 9. Venue is proper in the Superior Court because, upon information and belief,
18 Defendants reside, transact business, or have offices in this county, and the acts and omissions
19 alleged herein took place in this county.

20 **THE PARTIES**

21 10. Plaintiff is a citizen of California and worked for Defendants in California during
22 the relevant time period as alleged herein.

23 11. Plaintiff is informed and believes, and thereon alleges, that Defendants are
24 corporations doing business throughout the State of California, and at all times hereinafter
25 mentioned, an employer as defined in and subject to the California Labor Code and Industrial
26 Welfare Commission ("IWC") Wage Orders, whose employees are and were engaged throughout
27 this county and the State of California.

28 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein

1 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
2 Complaint and serve such fictitiously named defendants once their names and capacities become
3 known.

4 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
5 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
6 all relevant times.

7 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
8 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
9 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
10 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
11 the employers and/or joint employers of Plaintiff and other aggrieved employees.

12 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
13 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
14 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
15 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
16 official policy of Defendants.

17 16. At all relevant times, Defendants, and each of them, acted within the scope of such
18 agency or employment, or ratified each and every act or omission complained of herein. At all
19 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
20 and all the other Defendants in proximately causing the damages herein alleged.

21 17. Plaintiff is informed and believes, and thereon alleges, that each of said
22 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
23 omissions, occurrences, and transactions alleged herein.

24 **GENERAL ALLEGATIONS**

25 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
26 persons as non-exempt employees.

27 19. Defendants employed Plaintiff during the relevant time period.

28 20. Plaintiff worked for Defendants in Los Angeles County, California from

1 approximately January 2022 until March of 2022.

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

6 22. Through this action, Plaintiff alleges that Defendants have engaged in a
7 systematic pattern of wage and hour violations under the California Labor Code and IWC Wage
8 Orders.

9 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
11 for all time worked (including minimum wages and overtime wages) and that they were not
12 receiving all wages earned for work that was required to be performed. For instance, Defendants
13 required Plaintiff and other aggrieved employees to work off-the-clock to communicate with
14 Defendants' customers in order to resolve customer issues, generate new customer leads, and
15 assist in closing deals with customers who agreed to contract with Defendants to provide them
16 with residential solar energy systems. These communications from Defendants' customers were
17 often sporadic and unexpected, including afterhours, on weekends, during meal and rest breaks,
18 and after Plaintiff and other aggrieved employees were already clocked out.

19 24. Defendants have also subjected Plaintiff and aggrieved employees to a uniform
20 policy and practice of unlawful time rounding and manipulation. That is, Defendants rounded
21 the hours worked of Plaintiff and aggrieved employees to the nearest quarter of an hour, or
22 otherwise manipulated the reported hours, which over time, unlawfully favored Defendants and
23 resulted in time loss to the aggrieved employees, including Plaintiff. This rounding policy was
24 not neutral on its face or in application and resulted in cumulative loss of time to the employees.
25 In violation of the Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees were
26 not paid all wages (including minimum wages and overtime wages) for all hours worked when
27 Defendants failed to pay for time spent for working during this compensable time.

28 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other aggrieved employees were entitled to receive overtime
2 wages at the correct regular rate of pay. However, Defendants failed to properly calculate the
3 regular rate of pay for Plaintiff and aggrieved employees. For example, Defendants failed to pay
4 Plaintiff and other aggrieved employees the proper overtime and doubletime rate by failing to
5 include bonuses, commissions, and other incentive payments in the regular rate of pay. In
6 violation of the Labor Code and IWC Wage Orders, Defendants failed to properly compensate
7 Plaintiff and aggrieved employees for overtime pay.

8 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and aggrieved employees were entitled to receive all required
10 meal periods or payment of one (1) additional hour of pay at the aggrieved employees' regular
11 rate of pay when they did not receive a timely, uninterrupted meal period. Plaintiff and aggrieved
12 employees did not receive compliant meal periods in that they were often late, skipped, or
13 interrupted. In addition, Plaintiff and aggrieved employees were not relieved of their work duties
14 during meal periods because they were required to be responsive to calls from Defendants'
15 customers during breaks. In violation of the Labor Code and IWC Wage Orders, Plaintiff and
16 aggrieved employees did not receive all meal periods or payment of one (1) additional hour of
17 pay at the aggrieved employees' regular rate of pay when they did not receive a timely,
18 uninterrupted meal period.

19 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and aggrieved employees were entitled to receive all rest breaks
21 or payment of one (1) additional hour of pay at the aggrieved employees' regular rate of pay
22 when a rest break was missed. Plaintiff and aggrieved employees did not receive compliant rest
23 breaks in that they were often late, skipped, or interrupted. In addition, Plaintiff and aggrieved
24 employees were not relieved of their work duties during rest breaks because they were required
25 to be responsive to calls from Defendants' customers during breaks. In violation of the Labor
26 Code and IWC Wage Orders, Plaintiff and aggrieved employees did not receive all rest breaks
27 or payment of one (1) additional hour of pay at their regular rate of pay when a rest break was
28 missed, interrupted, or on-duty.

1 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and aggrieved employees were entitled to receive complete and
3 accurate wage statements in accordance with California law. Plaintiff and aggrieved employees
4 were not furnished with complete and accurate wage statements showing their correct number of
5 total hours worked, correct number of hours worked at each hourly rate, correct overtime rates,
6 and correct gross and net wages, among other things. For example, Defendants' wage statements
7 incorrectly stated the hours worked by the aggrieved employees, and the net and gross wages that
8 should have been earned as a result of Defendants' policy of requiring aggrieved employees to
9 work off-the-clock. Defendants' wage statements also failed to include the correct rate of pay as
10 a result of Defendants' failure to correctly calculate overtime and vacation pay, and due to the
11 Defendants' unlawful deductions of aggrieved employees' wages. Moreover, Defendants' wage
12 statements failed to include the total hours worked by Plaintiff and aggrieved employees during
13 each pay period. Defendants also maintained an illegal rounding and time keeping policy,
14 wherein employees were required to record their time punches in quarter-hour increments, rather
15 than when they actually started and ended work. As a result, Defendants failed to provide
16 Plaintiff and aggrieved employees with accurate, timely, itemized wage statements complying
17 with the requirements of the California Labor Code and applicable IWC Wage Order.

18 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and aggrieved employees were entitled to reimbursement for
20 necessary expenditures incurred in connection with the performance and execution of their job
21 duties. In violation of the California Labor Code, Plaintiff and aggrieved employees did not
22 receive adequate reimbursement for necessary business expenses, including but not limited to
23 reimbursement for use of their personal cell phones for business purposes including to
24 communicate with Defendants' customers to generate new leads, assist with closing transactions,
25 and attend work meetings, among of things. Plaintiff and aggrieved employees also incurred the
26 additional costs of having to use their home internet for work-related purposes to connect to their
27 iPads and computers in order to communicate with customers and supervisors outside of work
28 hours without reimbursement for a reasonable percentage of the home internet costs, equipment,

1 and fees. In addition, Plaintiff and aggrieved employees were also required to purchase masks,
2 hand sanitizer, and personal protective equipment (“PPE”) without being reimbursed for the
3 costs. Thus, in violation of the Labor Code, Plaintiff and aggrieved employees did not receive
4 reimbursements for all business expenses.

5 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that it is unlawful for any employer to collect or receive from an employee
7 any part of wages theretofore paid by said employer to said employee. In violation of the Labor
8 Code, Defendants unlawfully deducted the wages of Plaintiff and aggrieved employees by
9 making unlawful deductions from the wages, including overtime wages, earned by Plaintiff and
10 aggrieved employees.

11 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that all working employees must be provided with suitable seats when the
13 nature of the work reasonable permits the use of seats and that when employees are not engaged
14 in the active duties of their employment, and further that, when nature of the work requires
15 standing, an adequate number of suitable seats must be placed in reasonable proximity to the
16 work area and employees must be permitted to use such seats when it does not interfere with the
17 performance of their duties. In violation of the Labor Code, Defendants employed Plaintiff and
18 aggrieved employees under conditions of labor that are prohibited by the applicable IWC Wage
19 Order.

20 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and aggrieved employees were entitled to timely payment of
22 wages during their employment. In violation of the Labor Code, Plaintiff and aggrieved
23 employees did not receive payment of all wages within permissible time periods.

24 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and aggrieved employees who separated from Defendants were
26 entitled to timely payment of wages upon separation of employment. In violation of the Labor
27 Code, Plaintiff and aggrieved employees did not receive payment of all wages including, but not
28 limited to, unpaid regular, minimum, and overtime wages, meal periods premiums, and rest break

1 premiums within permissible time periods.

2 34. Moreover, aggrieved employees accrued unused vacation time during their
3 employment with Defendants. However, at the time of their separation of employment,
4 Defendants failed to pay accrued, but unused vacation wages at the “final rate” of compensation
5 for aggrieved employees, including all non-discretionary bonuses, commissions, and other forms
6 of incentive pay. As a result, Defendants also failed to pay all vacation wages to Plaintiff and
7 the aggrieved employees. In violation of the Labor Code, Plaintiff and aggrieved employees did
8 not receive all vacation wages they were entitled to upon separation of employment within
9 permissible time periods.

10 **FIRST CAUSE OF ACTION**

11 **ENFORCEMENT OF LABOR CODE § 2698 ET SEQ. (“PAGA”)**

12 35. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
13 though fully set forth herein.

14 36. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
16 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for
17 violation of the code may, as an alternative, be recovered through a civil action brought by an
18 aggrieved employee on behalf of himself and other current or former employees pursuant to the
19 procedures specified in Labor Code § 2699.3.

20 37. For all provisions of the Labor Code except those for which a civil penalty is
21 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
22 dollars (\$100.00) for each aggrieved employee per pay period for the initial violations and two
23 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
24 period in which Defendants violated these provisions of the Labor Code.

25 38. Defendants’ conduct with respect to Plaintiff and other aggrieved employees
26 violates numerous Labor Code sections including, but not limited to, the following:

- 27 a. Violation of Labor Code §§ 201-204, 210, 227.3, 510, 1194, 1194.2, 1197,
28 1197.1, 1198, and the IWC Wage Orders for failure to timely pay all earned

1 wages (including minimum and overtime wages) owed to Plaintiff and other
2 aggrieved employees during employment and upon separation of employment
3 as herein alleged;

4 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods
5 to Plaintiff and other aggrieved employees and failure to pay premium wages
6 for missed meal periods as herein alleged;

7 c. Violation of Labor Code § 226.7 for failure to permit paid rest breaks to
8 Plaintiff and other aggrieved employees and failure to pay premium wages for
9 missed rest periods as herein alleged;

10 d. Violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
11 itemized wage statements to Plaintiff and other aggrieved employees as herein
12 alleged;

13 e. Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
14 and complete records showing the hours worked daily by Plaintiff and other
15 aggrieved employees as herein alleged;

16 f. Violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff
17 and other aggrieved employees for all reasonable and necessary business
18 expenses as herein alleged;

19 g. Violation of Labor Code §§ 221, 225.5 for unlawfully deducting wages of
20 Plaintiff and other aggrieved employees; and

21 h. Violation of Labor Code § 1198 and Section 14 of the applicable IWC Wage
22 Order for failure to provide suitable seating to Plaintiff and other aggrieved
23 employees.

24 39. Plaintiff is an “aggrieved employee” because he was employed by the alleged
25 violator and had one or more of the alleged violations committed against him, and therefore is
26 properly suited to represent the interests of all other aggrieved employees.

27 40. On June 2, 2022, Plaintiff submitted notice to the LWDA and Defendants. To
28 date, the LWDA has not provided notice of its intent to investigate. Plaintiff has exhausted the

1 procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to
2 pursue a claim for penalties on behalf of himself and all other aggrieved employees under the
3 PAGA.

4 41. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
5 recover civil penalties for violations of the Labor Code sections cited above.

6 42. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred
7 herein.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually and on behalf of all aggrieved employees, prays
10 for judgment against Defendants as follows:

- 11 1. For civil penalties against Defendants on behalf of all aggrieved employees;
12 2. For reasonable attorney's fees and costs of suit to the extent permitted by law,
13 including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure
14 § 1021.5; and
15 3. For such other relief as the Court deems just and proper.

16
17 Dated: August 8, 2022

Lebe Law, APLC

18
19 By: _____



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