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Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

Corey Kendrick, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Hooked on Solar, Inc., a California
Corporation; **Chad Thomas Fralick**, an
individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. **S-CV-0056439**

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, *et seq.*)**

INDIVIDUAL COMPLAINT FOR:

2) **Discrimination in Violation of FEHA;**
3) **Retaliation in Violation of FEHA; and**
4) **Wrongful Termination in Violation of
Public Policy.**

Plaintiff Corey Kendrick, by and through his counsel of record allege as follows:

THE PARTIES

1. Plaintiff **Corey Kendrick** (“Plaintiff”) is a resident of the County of Placer in the State of California. Mr. Kendrick was employed by Defendants as an hourly, non-exempt employee of Defendants from in or around February 2022 to on or around May 16, 2025.

2. Defendant **Hooked on Solar, Inc.** (“Hooked on Solar”) is a California Corporation with its principal place of business at 2571 Warren Drive, Rocklin, California 95677. Upon information and belief, the Hooked on Solar employs at least 50 employees.

3. Defendant **Chad Thomas Fralick** (“Mr. Fralick”) is an individual who, on information and belief, resides in the County of Placer. Upon information and belief, Mr. Fralick is the Chief Executive Officer of Hooked on Solar. Per Labor Code § 558.1, since Mr. Fralick is a managing agent, director, and/or officer of Hooked on Solar and, upon information and belief, as he caused or directed the acts described herein, he is personally liable for the penalties sought under PAGA for predicate violations of the Labor Code asserted herein.

4. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive (together with Hooked on Solar and Mr. Fralick, “Defendants”), are unknown to Plaintiff at this time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California resident and/or does substantial business in the State of California. At all relevant times, Does 1 through 10 were acting within the course and scope of their employment and agency with Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1 through 10’s true names and capacities when they have been determined.

5. Except as otherwise noted herein, Defendants participated in the acts alleged herein and/or were the agents, servants, employees, or representatives of the other Defendants. At all times relevant to this complaint, Defendants were acting within the course, scope, and authority of their agency and employment such that the acts of one defendant are legally attributable to the other Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and

1 Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working
2 conditions of Defendants' hourly non-exempt employees.

3 **JURISDICTION AND VENUE**

4 6. The court has jurisdiction over all causes of action in this complaint pursuant to Article
5 VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on
6 California statutes and law, including the Labor Code, IWC Wage Orders, California Fair Employment
7 and Housing Act, Code of Civil Procedure, and the Business & Professions Code.

8 7. Venue as to Defendants is proper in this Superior Court pursuant to California Code
9 of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly
10 situated employees within and throughout Placer County.

11 **REPRESENTATIVE ACTION ALLEGATIONS**

12 8. As a matter of uniform and systemic policy, Defendants failed to authorize and/or
13 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.
14 Upon information and belief, Aggrieved Employees, including Plaintiff, were required to skip or
15 interrupt their meal and/or rest periods to install solar panels, otherwise interrupt or cut short their
16 meal and/or rest periods, or remain on duty and under Defendants' control during their meal and/or
17 rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices,
18 including their scheduling and staffing practices and policies. This included, without limitation,
19 Defendants requiring Aggrieved Employees, including Plaintiff, to continue installing solar panels
20 during their meal periods due to the press of their job duties.

21 9. Accordingly, Defendants failed to authorize and permit compliant meal periods as
22 required by law.

23 10. In the same manner, and as a matter of uniform and systemic policy, Defendant requires
24 non-exempt employees to continue working during their rest periods by installing solar panels,
25 answering phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and
26 under Defendants' control during their rest periods to perform other tasks at Defendants' directions
27 due to Defendants' policies and practices, including their scheduling and staffing practices and policies.

28 11. Accordingly, Defendants failed to authorize and permit compliant rest periods as

required by law.

12. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

13. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and believe, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing pick pay, gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked, including the unpaid premium payments owed to Plaintiffs and the Aggrieved Employees for their missed meal and rest breaks.

INDIVIDUAL ALLEGATIONS

14. Plaintiff began his employment with Hooked On Solar as a Solar Installer from in or around February 2022 until he was wrongfully terminated on or around May 16, 2025. Plaintiff was wrongfully terminated after being discriminated and retaliated against by Defendants due to his actual/perceived disability(ies) and requests for reasonable accommodations following a severe dog bite injury sustained while performing his job duties.

15. Specifically, on March 17, 2025, while in the course and scope of his employment, Plaintiff was viciously attacked by a dog. Immediately thereafter, Plaintiff promptly notified Defendants of the incident, advised them of his resulting disability(ies), and requested necessary medical attention and accommodations.

16. Subsequently, Plaintiff was sent to Defendant's medical provider, where he was provided with workplace restrictions, including light duty.

17. Employers who are aware of an employee's disabilities have an affirmative duty to make reasonable accommodations for such disabilities. Under the FEHA, an employer must engage in an informal dialogue with an employee who is actually or even perceived to be disabled to determine

whether an effective and reasonable accommodation is possible.

18. At no point did Defendants meet with Plaintiff to inquire as to the nature and extent of his disability(ies). This dialogue is designed to assess the extent of the employee's limitations before the company may deem them unable to work and is legally mandated even where the employee is not actually disabled. This duty arises even if the employee has not requested any accommodation.

19. Instead of engaging in the required interactive process, Defendants advised Plaintiff that they could not accommodate his restrictions, forcing him onto an involuntary leave of absence from March 21, 2025, through April 16, 2025.

20. Approximately one (1) month after Plaintiff returned from his leave, Defendants terminated his employment under the pretext that his time sheets contained inconsistencies—an issue that had been addressed and resolved with Plaintiff more than six months earlier.

21. At least through May 2025, and continuing, Defendants failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions, despite Plaintiff's requests.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act ("PAGA") Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

22. Standing. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders.

23. Plaintiff is an "aggrieved employee" with standing to bring an action under PAGA, as he was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

24. Plaintiff, on behalf of himself, the State of California, and all other Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510,

512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, and 1401 as described herein, plus attorneys’ fees and costs.

25. Entitlement to Penalties. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, et seq., an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and Workforce Development Agency.

26. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the aggrieved employees.

27. These penalties may be “stacked” separately for each of Defendants’ violations of the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v. Tonne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

28. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to compensate employees for all time that an employee is “suffered or permitted to work,” which includes all time “when any employer ‘directs, commands or restrains’ an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).

29. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours worked because Defendants required its non-exempt employees to work through their legally mandated meal and/or rest period or remain on duty and under Defendants’ control during their meal and/or rest periods to perform other tasks at Defendants’ directions due to Defendants’ policies and practices, including their scheduling and staffing practices and policies. Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked where they were under the control of Defendants.

30. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or

1 two-times that person's regular rate of pay, depending on the number of hours worked by the person
2 on a daily or weekly basis.

3 31. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more
4 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked
5 in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate
6 of pay includes all remuneration for employment paid to, or on behalf of, the employee, including
7 commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th
8 542, 573 (2018), as modified (Apr. 25, 2018).

9 32. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of
10 the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of
11 eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a
12 week.

13 33. More specifically, Plaintiff and the Aggrieved Employees received non-discretionary
14 production bonuses for solar panels installed. However, Defendants failed to incorporate such bonuses
15 into the regular rate of pay, resulting in issues with the regular rate of pay.

16 34. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198
17 provide that no employer shall require an employee to work during any meal period mandated by an
18 applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is
19 relieved of all duty during the 30-minute meal period . . . an employer's obligation is to provide an off-
20 duty meal period: an uninterrupted 30-minute period during which the employee is relieved of all duty."
21 *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

22 35. Defendants' policies and practices served to deprive the Aggrieved Employees of legally
23 compliant 30-minute breaks free of employer control and/or relieved of all duties.

24 36. Upon information and belief, employees were required to skip breaks, interrupt their
25 breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants'
26 policies and practices.

27 37. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide
28 that no employer shall require an employee to work during any rest or meal period mandated by an

applicable order of the IWC.

38. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: “A rest period, in short, must be a period of rest.”¹ *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 273 (2016).

39. On information and belief, Defendants failed to authorize or permit all required compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest periods, interrupt rest periods, work through rest periods, or remain under Defendant’s control during breaks due to Defendants’ policies and practices.

40. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

41. At all times relevant to this complaint, Defendants’ failure to pay premium wages for missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees’ wage statements inaccurately reflected gross and net wages earned. Defendants’ failure to compensate all hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage statements they provided to employees to be inaccurate.

42. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved Employees in accordance with Labor Code § 1174. Defendants’ failure to keep and maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved

¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at* https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”)

1 Employees' ability to calculate unpaid wages earned.

2 43. Defendants knowingly and intentionally failed to comply with Labor Code § 226,
3 causing injury and damages to Plaintiffs and Aggrieved Employees.

4 44. Procedural Requirements Met. On August 13, 2025, Plaintiff electronically filed a notice
5 of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive
6 notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice
7 from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3.
8 On October 18, 2025, the sixty-five-day notice period expired as to all defendants. Since the LWDA
9 took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative
10 remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy
11 of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

12 45. Plaintiff—as a representative of the People of the State of California—is entitled to
13 seek any and all penalties otherwise capable of being collected by the Labor Commission or
14 Department of Labor Standards Enforcement (“DLSE”) on behalf of the State of California through
15 this Action.

16 **SECOND CAUSE OF ACTION**

17 ***For Actual/Perceived Disability Discrimination in Employment***

18 ***[California Government Code §§ 12940 et seq.]***

19 **Plaintiff Against Hooked on Solar & DOES 1 Through 10, Only**

20 46. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in
21 this Complaint as though duly set forth in full herein.

22 47. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially
23 disabled person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a
24 person with an actual, perceived, potentially disabling, and/or potentially disabling in the future
25 physical/mental disability(s) including, but not limited to: a dog bite injury, a concussion, and other
26 related disabilities.

27 48. At all times relevant herein, Defendant Hooked On Solar had notice of Plaintiff's
28 disabilities and/or need for accommodations.

49. Plaintiff's impairments affect Plaintiff's mental and physical health and ability to perform major life activities, such as working.

50. At all times relevant herein, as an employee disabled by a severe and debilitating physical/mental disability, Plaintiff was a member of a protected class.

51. At all times relevant herein, Plaintiff was qualified for and/or competently performed the position(s) held throughout Plaintiff's employment with Defendant Hooked On Solar.

52. At all times relevant herein, Plaintiff was able to perform the essential functions of Plaintiff's job either with and/or without reasonable accommodations.

53. Starting during Plaintiff's employment, and continuing through May 16, 2025, as a result of and substantially motivated by Plaintiff's actual/perceived disabilities, and need for accommodations, Defendant Hooked On Solar and DOES 1 through 10, and each of them, subjected Plaintiff to discriminatory treatment and/or adverse employment actions, including the following actions, among others:

- a. Plaintiff was treated differently, disparately, and negatively because of his actual/perceived disabilities, including but not limited to Defendants failing to initiate and thereafter participate in the mandatory good-faith interactive process to determine the nature and extent of Plaintiff's disabilities and determine whether reasonable accommodations were possible, failing to provide Plaintiff reasonable accommodations, denying Plaintiff opportunities, unfairly disciplining Plaintiff, as well as overly monitoring and scrutinizing Plaintiff.
- b. Plaintiff began his employment with Hooked On Solar as a Solar Installer from in or around February 2022 until he was wrongfully terminated on or around May 16, 2025. Plaintiff was wrongfully terminated after being discriminated and retaliated against by Defendants due to his actual/perceived disability(ies) and requests for reasonable accommodations following a severe dog bite injury sustained while performing his job duties.
- c. Specifically, on March 17, 2025, while in the course and scope of his employment, Plaintiff was viciously attacked by a dog. Immediately thereafter, Plaintiff promptly

1 notified Defendants of the incident, advised them of his resulting disability(ies), and
2 requested necessary medical attention and accommodations.

3 d. Subsequently, Plaintiff was sent to Defendant's medical provider, where he was
4 provided with workplace restrictions, including light duty.

5 e. Employers who are aware of an employee's disabilities have an affirmative duty to
6 make reasonable accommodations for such disabilities. Under the FEHA, an
7 employer must engage in an informal dialogue with an employee who is actually or
8 even perceived to be disabled to determine whether an effective and reasonable
9 accommodation is possible.

10 f. At no point did Defendants meet with Plaintiff to inquire as to the nature and extent
11 of his disability(ies). This dialogue is designed to assess the extent of the employee's
12 limitations before the company may deem them unable to work and is legally
13 mandated even where the employee is not actually disabled. This duty arises even if
14 the employee has not requested any accommodation.

15 g. Instead of engaging in the required interactive process, Defendants advised Plaintiff
16 that they could not accommodate his restrictions, forcing him onto an involuntary
17 leave of absence from March 21, 2025, through April 16, 2025.

18 h. Approximately one (1) month after Plaintiff returned from his leave, Defendants
19 terminated his employment under the pretext that his time sheets contained
20 inconsistencies—an issue that had been addressed and resolved with Plaintiff more
21 than six months earlier.

22 i. At least through May 2025, and continuing, Defendants failed and/or refused to
23 rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or
24 investigate Plaintiff's complaints and take appropriate remedial actions, despite
25 Plaintiff's requests.

26 54. In doing the acts alleged herein, Hooked On Solar and DOES 1 through 10, and each
27 of them, were substantially motivated by Plaintiff's actual/perceived disabilities and need for
28 accommodations.

1 55. At all times relevant herein, Plaintiff believes and further alleges that Defendant
2 Hooked On Solar and/or its agents/representatives failed to timely, properly, and/or completely
3 investigate the discrimination Plaintiff was routinely subjected to and ratified and condoned the
4 unlawful behavior.

5 56. The acts and conduct of Defendant Hooked On Solar and DOES 1 through 10, and
6 each of them, as aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose
7 certain duties upon Defendants concerning discrimination against persons, such as Plaintiff, on the
8 basis of disabilities and the prohibition of disability discrimination. Said statutes were intended to
9 prevent the type of injury and damage herein set forth.

10 57. By the acts and conduct described above, Defendant Hooked On Solar and DOES 1
11 through 10, and each of them, in violation of said statutes, knew about, or should have known about,
12 and failed to investigate and/or properly investigate, prevent or remedy the actual/perceived disability
13 discrimination. When Plaintiff was discriminated against, Plaintiff's actual/perceived disability(s) were
14 substantial motivating reasons and/or factors in Defendants' conduct.

15 58. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each
16 Defendant Hooked On Solar with the DFEH pursuant to Cal. Government Code § 12900 et seq. and
17 has received Right-to-Sue notices in a California Superior Court pursuant to California Government
18 Code § 12965(b). Attached hereto and incorporated herein as **Exhibit B** are said Complaints and by
19 reference hereto are made a part hereof. Attached hereto and incorporated herein as **Exhibit C** are
20 said Right-to-Sue notices and by reference hereto are made a part hereof. Plaintiff has therefore
21 exhausted Plaintiff's administrative remedies under the California Government Code.

22 59. As a direct and legal result of the acts and omissions of Defendant Hooked On Solar
23 and DOES 1 through 10, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
24 internally and/or externally, and/or suffered, among other things, numerous internal injuries, severe
25 fright, shock, pain, discomfort and/or anxiety.

26 60. As a further legal result of the acts and omissions of Defendant Hooked On Solar and
27 DOES 1 through 10, Plaintiff has been forced and/or will be forced to incur expenses for medical
28 care, X-rays, and/or laboratory costs during the period of Plaintiff's disability, and/or is informed and

believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

61. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since said incidents has been unable to engage fully and/or partially in Plaintiff's occupation, and is informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of loss of earnings at the time of trial.

62. As a further direct and legal result of the acts and conduct of Defendant Hooked On Solar and DOES 1 through 10, Plaintiff has been caused, and did suffer, and continues to suffer severe and permanent emotional and/or mental distress and/or anguish, humiliation, embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

63. The aforementioned acts of Defendant Hooked On Solar and DOES 1 through 10, and each of them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Defendant Hooked On Solar and DOES 1 through 10, and with the express knowledge, consent, and/or ratification of managerial agents and employees of Defendant Hooked On Solar and DOES 1 through 10, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

64. By the aforesaid acts and conduct of Defendant Hooked On Solar and DOES 1 through 10, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

65. As a result of the discriminatory acts of Defendant Hooked On Solar and DOES 1 through 10, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Government Code § 12965(b).

66. The FEHA also provides remedies, including but not limited to, declaratory and injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

67. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

THIRD CAUSE OF ACTION

For Actual/Perceived Disability Retaliation in Employment

[California Government Code §§ 12940 et seq.]

Plaintiff Against Defendant Hooked On Solar & DOES 1 through 10, Only

68. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

69. Plaintiff's employment with Defendant Hooked On Solar commenced around February 2022, where he worked as the Solar Installer until the time of his wrongful termination on or around May 16, 2025.

70. Plaintiff was, at all times material hereto, a disabled employee (and one who engaged in legally protected conduct) and within a protected class covered by Cal. Gov. Code § 12940, as Plaintiff suffered physical/mental disability(s) including, but not limited to: a dog bite injury, a concussion, and other related disabilities.

71. Plaintiff's impairments affect Plaintiff's mental and physical health and ability to perform major life activities, such as working.

72. Starting during Plaintiff's employment and continuing through May 16, 2025, Defendant Hooked On Solar retaliated against Plaintiff as a result of Plaintiff asserting his legal rights and/or complaining about and/or protesting against the disability discrimination Plaintiff was subjected to.

73. Plaintiff asserted his legal rights, for example partaking in protected activity and protesting and complaining, on the following occasions, among others:

- a. Plaintiff engaged in legally protected activity by notifying his employer of his disabilities and need for accommodations.
- b. Plaintiff complained to Defendants regarding their adverse employment actions against Plaintiff, which included terminating him upon his return from medical leave.

74. Therefore, Defendant Hooked On Solar and DOES 1 through 10, and each of them, retaliated against Plaintiff, due to and substantially motivated by Plaintiff's actual/perceived disability(s), requesting accommodations, or protected finite leave, and/or due to Plaintiff engaging in the aforesaid legally protected activities (complaints/protests), through the following actions, among others:

- a. Plaintiff was treated differently, disparately, and negatively because of his actual/perceived disabilities, including but not limited to Defendants failing to initiate and thereafter participate in the mandatory good-faith interactive process to determine the nature and extent of Plaintiff's disabilities and determine whether reasonable accommodations were possible, failing to provide Plaintiff reasonable accommodations, denying Plaintiff opportunities, unfairly disciplining Plaintiff, as well as overly monitoring and scrutinizing Plaintiff.
- b. Plaintiff began his employment with Hooked On Solar as a Solar Installer from in or around February 2022 until he was wrongfully terminated on or around May 16, 2025. Plaintiff was wrongfully terminated after being discriminated and retaliated against by Defendants due to his actual/perceived disability(ies) and requests for reasonable accommodations following a severe dog bite injury sustained while performing his job duties.
- c. Specifically, on March 17, 2025, while in the course and scope of his employment, Plaintiff was viciously attacked by a dog. Immediately thereafter, Plaintiff promptly notified Defendants of the incident, advised them of his resulting disability(ies), and requested necessary medical attention and

accommodations.

- d. Subsequently, Plaintiff was sent to Defendant's medical provider, where he was provided with workplace restrictions, including light duty.
- e. Employers who are aware of an employee's disabilities have an affirmative duty to make reasonable accommodations for such disabilities. Under the FEHA, an employer must engage in an informal dialogue with an employee who is actually or even perceived to be disabled to determine whether an effective and reasonable accommodation is possible.
- f. At no point did Defendants meet with Plaintiff to inquire as to the nature and extent of his disability(ies). This dialogue is designed to assess the extent of the employee's limitations before the company may deem them unable to work and is legally mandated even where the employee is not actually disabled. This duty arises even if the employee has not requested any accommodation.
- g. Instead of engaging in the required interactive process, Defendants advised Plaintiff that they could not accommodate his restrictions, forcing him onto an involuntary leave of absence from March 21, 2025, through April 16, 2025.
- h. Approximately one (1) month after Plaintiff returned from his leave, Defendants terminated his employment under the pretext that his time sheets contained inconsistencies—an issue that had been addressed and resolved with Plaintiff more than six months earlier.
- i. At least through May 2025, and continuing, Defendants failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions, despite Plaintiff's requests.

75. In doing the acts alleged herein, Defendant Hooked On Solar and DOES 1 through 10, and each of them, were substantially motivated by Plaintiff's actual/perceived disabilities, need for accommodations, need for legally protected medical leave, and/or aforesaid legally protected activities

(complaints/protests).

76. Based on information and belief, Plaintiff alleges that he was replaced by a non-disabled employee and/or one who did not assert his/her legal rights.

77. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or its agents/representatives failed to timely, properly, and/or completely investigate the retaliation Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful conduct.

78. The acts and conduct of Defendant Hooked On Solar and DOES 1 through 10, and each of them, as aforesaid, were in violation of California Government Code §§ 12940 et seq. Said statutes impose certain duties upon Defendants, and each of them, concerning retaliation against persons, such as Plaintiff, on the basis of disabilities and the prohibition of actual/perceived disability retaliation. Said statutes were intended to prevent the type of injury and damage herein set forth.

79. By the acts and conduct described above, Defendant Hooked On Solar and DOES 1 through 10, and each of them, in violation of said statutes, knew about, or should have known about, and failed to investigate and/or properly investigate, prevent or remedy the disability retaliation. When Plaintiff was retaliated against, Plaintiff's disability(s) and/or complaints about the unlawful conduct were substantial motivating reasons and/or factors in Defendants' conduct.

80. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named Defendant with the DFEH pursuant to Cal. Government Code § 12900 et seq. and has received Right-to-Sue notices in a California Superior Court pursuant to California Government Code § 12965(b). Attached hereto and incorporated herein as Exhibit B are said Complaints and by reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit C are said Right-to-Sue notices and by reference hereto are made a part hereof. Plaintiff has therefore exhausted his administrative remedies under the California Government Code.

81. As a direct and legal result of the acts and omissions of Defendant Hooked On Solar and DOES 1 through 10, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and externally, and/or suffered, among other things, numerous internal injuries, severe fright, shock, pain, discomfort and/or anxiety.

82. As a further legal result of the acts and omissions of Defendant Hooked On Solar and

DOES 1 through 10, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays, and/or laboratory costs during the period of Plaintiff's disability, and is informed and believes, and thereon alleges, that he will in the future be forced to incur additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

83. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since said incidents has been unable to engage fully in Plaintiff's occupation, and is informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of loss of earnings at the time of trial.

84. As a further direct and legal result of the acts and conduct of Defendant Hooked On Solar and DOES 1 through 10, Plaintiff has been caused, and did suffer, and continues to suffer severe and permanent emotional and mental distress and anguish, humiliation, embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

85. The aforementioned acts of Defendant Hooked On Solar and DOES 1 through 10, and each of them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Defendant Hooked On Solar and DOES 1 through 10, and with the express knowledge, consent, and/or ratification of managerial agents and employees of Defendant Hooked On Solar and DOES 1 through 10, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

86. By the aforesaid acts and conduct of Defendant Hooked On Solar and DOES 1 through 10, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorneys' fees, and other

1 pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when
2 ascertained.

3 87. As a result of the retaliatory acts of Defendant Hooked On Solar and DOES 1 through
4 10, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically
5 provided in California Government Code § 12965(b).

6 88. The FEHA also provides remedies, including but not limited to, declaratory and
7 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result of
8 Defendants' unlawful conduct.

9 89. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

10 **FOURTH CAUSE OF ACTION**

11 ***For Wrongful Termination and Retaliation in Violation of Public Policy***

12 **Against Defendant Hooked On Solar & DOES 1 Through 10**

13 90. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in
14 this Complaint as though duly set forth in full herein.

15 91. Plaintiff's employment with Defendant Hooked On Solar commenced around
16 February 2022, where he worked as the Solar Installer until the time of his wrongful termination on or
17 around May 16, 2025.

18 92. Plaintiff was retaliated against due to Plaintiff's actual/perceived disability(ies), and/or
19 his aforesaid legally protected activities (complaints/protests against the discrimination and retaliation
20 among others) as aforesaid.

21 93. As such, Plaintiff was retaliated against for reasons that violate a public policy(s).

22 94. At all times relevant herein, Plaintiff was employed by Defendants.

23 95. At all times herein mentioned, the public policy of the State of California, as codified,
24 expressed and mandated by California Government Code §§ 12920 and 12940 et seq., was to prohibit
25 employers from harassing, discriminating, and retaliating against and/or wrongfully terminating any
26 individual on the grounds of their actual/perceived disability, and association with individuals of a
27 certain protected classes. This public policy of the State of California is designed to protect all
28 employees and to promote the welfare and well-being of the community at large. The policy inures to

1 the benefit of the public and is fundamental and substantial.

2 96. Accordingly, the actions of Defendant Hooked On Solar and DOES 1 through 10, in
3 retaliating against Plaintiff on the grounds alleged and described herein were wrongful and do not
4 promote the welfare and well-being of the community at large.

5 97. As a direct and legal result of the acts and omissions of Defendant Hooked On Solar
6 and DOES 1 through 10, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or
7 disordered, both internally and/or externally, and suffered, among other things, emotional distress,
8 including but not limited to shock, pain, discomfort and/or anxiety.

9 98. As a further legal result of the acts and omissions of Defendant Hooked On Solar and
10 DOES 1 through 10, and each of them, Plaintiff has been forced to incur expenses for medical care,
11 X-rays, and/or laboratory costs during the period of Plaintiff's disability, and is informed and believes,
12 and/or thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the
13 same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show
14 the exact amount of said expenses at the time of trial.

15 99. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but
16 since said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
17 believes, and thereon alleges, that Plaintiff will be partially and/or fully incapacitated and/or unable to
18 perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damages
19 in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total
20 amount of loss of earnings at the time of trial.

21 100. As a further direct and legal result of the acts of Defendant Hooked On Solar and
22 DOES 1 through 10, Plaintiff has been caused, and did suffer, and continues to suffer severe and/or
23 permanent emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
24 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently unknown to
25 Plaintiff, who will pray leave of court to assert the same when they are ascertained.

26 101. The aforementioned acts of Defendant Hooked On Solar and DOES 1 through 10,
27 and each of them, were willful, wanton, malicious, intentional, oppressive and despicable and were
28 done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by

managerial agents and employees of Defendants, and with the express knowledge, consent, and ratification of managerial agents and employees of Defendant Hooked On Solar and DOES 1 through 10, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

102. By the aforesaid acts and conduct of Defendant Hooked On Solar and DOES 1 through 10, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

103. As a result of the unlawful acts of Defendant Hooked On Solar and DOES 1 through 10, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. C.C.P. § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Defendants refrain from unlawfully and wrongfully terminating their employees, thereby conferring a significant benefit on the general public's health and well-being as a result. The necessity and financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and costs under Cal. C.C.P. § 1021.5.

104. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- A. For general damages in an amount within the jurisdictional limits of this Court;
- B. For special damages in an amount within the jurisdictional limits of this Court;
- C. For medical expenses and related items of expense, according to proof;
- D. For loss of earnings, according to proof;

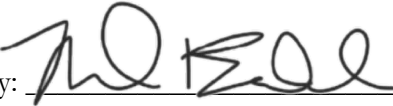


- 1 E. For consequential and incidental damages according to proof;
- 2 F. For damages, penalties and attorneys' fees and costs of suit as provided for by Cal. Gov.
- 3 Code § 12965(b);
- 4 G. For damages, penalties and attorneys' fees and costs of suit as provided for by Cal. Gov.
- 5 Code § 12945;
- 6 H. For punitive and exemplary damages as provided for by Cal. Civil Code § 3294;
- 7 I. For damages, penalties and costs of suit as provided for by California Civil Code § 3333;
- 8 J. For damages, penalties and reasonable attorneys' fees and costs of suit against
- 9 Defendants as provided for by California Code of Civil Procedure § 1021.5, according
- 10 to proof;
- 11 K. For civil penalties under PAGA to be determined by trial;
- 12 L. For pre- and post-judgment interest as allowed;
- 13 M. For preliminary and permanent injunctive relief;
- 14 N. For reasonable attorney's fees and costs and expert fees and costs; and
- 15 O. For such other relief as this Court deems just and proper.

16 Dated: October 19, 2025

BARAHMAND LAW GROUP

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18 By: 

19 Navid Barahmand

20 Attorneys for Plaintiff and the Aggrieved

21 Employees

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EXHIBIT A

BARAHMAND LAW GROUP

23801 Calabasas Rd, Suite 2034

Calabasas, California 91302

Office: (818) 574-3355 | Direct: (818) 574-3210

www.BarahmandLaw.com



August 13, 2025

Original filed online via the LWDA's PAGA Claim Notice Portal:

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Ste. 801

Oakland, CA 94612

Sent via U.S. Certified Mail and Email to: info@hookedonsolar.com

Chad Thomas Fralick - Agent for Service of Process

HOOKED ON SOLAR, INC.

2571 Warren Drive

Rocklin, California 95677

Tracking: 9589 0710 5270 2981 1134 48

Re: Private Attorneys General Act ("PAGA") Notice Letter of Corey Kendrick on Behalf of Himself and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Corey Kendrick against Defendant Hooked on Solar, Inc. ("Hooked On Solar") and its Chief Executive Officer Chad Thomas Fralick ("Mr. Fralick" and collectively with Hooked On Solar as "Defendants") in a lawsuit soon to be filed against Defendant in Placer County Superior Court (the "Action"). A copy of the proposed PAGA Representative Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide rest and meal breaks pursuant to Lab. Code § 226.7(b); and (5) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5 due to Defendant's practices and policies.

Please feel free to contact us with any questions.

Hooked On Solar, Inc.
August 13, 2025

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'David Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosures: Exhibit A – Draft PAGA Complaint

EXHIBIT B

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Corey Kendrick

CRD No. 202510-31797919

Complainant,

vs.

HOOKED ON SOLAR, INC.
2571 WARREN DRIVE
Rocklin, CA 956777

Respondents

1. Respondent **HOOKED ON SOLAR, INC.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Corey Kendrick**, resides in the City of **Calabasas**, State of **CA**.

3. Complainant alleges that on or about **May 16, 2025**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's medical condition (cancer or genetic characteristic), disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, reprimanded, suspended, denied accommodation for a disability.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation and as a result was terminated, reprimanded, suspended, denied accommodation for a disability.

Additional Complaint Details: 14. Plaintiff began his employment with Hooked On Solar as a Solar Installer from in or around February 2022 until he was wrongfully terminated on or around May 16, 2025. Plaintiff was wrongfully terminated after being discriminated and retaliated against by Defendants due to his actual/perceived disability(ies) and requests for

reasonable accommodations following a severe dog bite injury sustained while performing his job duties.

15. Specifically, on March 17, 2025, while in the course and scope of his employment, Plaintiff was viciously attacked by a dog. Immediately thereafter, Plaintiff promptly notified Defendants of the incident, advised them of his resulting disability(ies), and requested necessary medical attention and accommodations.

16. Subsequently, Plaintiff was sent to Defendant's medical provider, where he was provided with workplace restrictions, including light duty.

17. Employers who are aware of an employee's disabilities have an affirmative duty to make reasonable accommodations for such disabilities. Under the FEHA, an employer must engage in an informal dialogue with an employee who is actually or even perceived to be disabled to determine whether an effective and reasonable accommodation is possible.

18. At no point did Defendants meet with Plaintiff to inquire as to the nature and extent of his disability(ies). This dialogue is designed to assess the extent of the employee's limitations before the company may deem them unable to work and is legally mandated even where the employee is not actually disabled. This duty arises even if the employee has not requested any accommodation.

19. Instead of engaging in the required interactive process, Defendants advised Plaintiff that they could not accommodate his restrictions, forcing him onto an involuntary leave of absence from March 21, 2025, through April 16, 2025.

20. Approximately one (1) month after Plaintiff returned from his leave, Defendants terminated his employment under the pretext that his time sheets contained inconsistencies—an issue that had been addressed and resolved with Plaintiff more than six months earlier.

21. At least through May 2025, and continuing, Defendants failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions, despite Plaintiff's requests.

1 VERIFICATION

2 I, **Navid Barahmand**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true. The matters alleged are based
5 on information and belief, which I believe to be true.

6 On October 19, 2025, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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EXHIBIT C



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 19, 2025

Corey Kendrick

c/o BARAHMAND LAW GROUP 23801 Calabasas Road, Ste 2034
Calabasas, CA 91302

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202510-31797919
Right to Sue: Kendrick / HOOKED ON SOLAR, INC.

Dear Corey Kendrick:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective October 19, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

reasonable accommodations following a severe dog bite injury sustained while performing his job duties.

15. Specifically, on March 17, 2025, while in the course and scope of his employment, Plaintiff was viciously attacked by a dog. Immediately thereafter, Plaintiff promptly notified Defendants of the incident, advised them of his resulting disability(ies), and requested necessary medical attention and accommodations.

16. Subsequently, Plaintiff was sent to Defendant's medical provider, where he was provided with workplace restrictions, including light duty.

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5 on information and belief, which I believe to be true.

6 On October 19, 2025, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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Calabasas CA