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9 and the Aggrieved Employees

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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

[Assigned for all purposes to Honorable
Suzanne Gazzaniga, Department 40]

**DECLARATION OF COREY KENDRICK
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Filed concurrently:

1. Plaintiff's Motion for Approval of
PAGA Settlement;
2. Declaration of Navid Barahmand; and
3. [Proposed] Order Granting Approval
of PAGA Settlement

Date: August 7, 2026

Time: 8:25 a.m.

Dept: 1

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1 10. About one (1) month following my return from medical leave in May 2025, Defendant
2 retaliated against me and wrongfully terminated my employment under the pretext of alleged time sheet
3 inconsistencies.

4 11. After being wrongfully terminated from Defendant in May 2025, I was able to mitigate
5 my damages by finding new employment as a Pool Technician. However, my new position as a Pool
6 Technician pays approximately \$23 per hour, which is substantially less than the approximately \$6,600.00
7 per month I received working for Defendant. As such, I calculated the backpay Defendant owed me as
8 \$12,100.00 (\$6,600.00 monthly salary x approximately 1.83 months = \$12,100.00).

9 12. In addition to my lost wages, I continue to suffer ongoing economic damages because
10 my current earnings remain substantially lower than those I earned while employed by Defendant. I have
11 also lost valuable employer-provided benefits, including medical and dental insurance, which were
12 available through my employment with Defendant but are not available through my current employment.

13 13. In addition to my lost wages and other economic damages, I suffered significant
14 emotional distress as a result of my wrongful termination and the financial hardship that followed. The
15 sudden loss of my income caused me severe stress and anxiety, ultimately resulting in the loss of my
16 housing and forcing me to sell my vehicle to meet my basic living expenses.

17 14. The lost earnings and emotional distress I suffered represent a substantial portion of my
18 potential individual economic damages in this action. Such economic losses were used in evaluating the
19 reasonable settlement value of my individual claims. My individual claims for actual/perceived
20 disability(ies) discrimination, retaliation, wrongful termination in violation of public policy, and related
21 emotional distress damages were separately resolved as part of a \$50,000.00 settlement payment.

22 15. Accordingly, these damages, together with the risks of continued litigation, disputed
23 liability, potential defenses, and the uncertainty of recovery at trial, were all considered in evaluating the
24 reasonableness of the individual settlement amount. The settlement amount therefore reflects a
25 compromise of my disputed individual claims and damages exposure.

26 16. The emotional impact of Defendant's disregard for my well-being cannot be overstated.
27 I have suffered from anxiety, depression, and loss of sleep since being subjected to Defendant's adverse
28 actions.

1 Summary of PAGA Claims

2 17. Throughout my employment, I alleged that Defendant did not provide me with
3 compliant meal and/or rest periods because I was regularly required to continue performing solar
4 installations during my breaks, respond to directives from my supervisors, or perform other work-related
5 duties while on my break. Based on my personal observations and interactions with my coworkers, this
6 was also true for the other Aggrieved Employees employed by Defendant.

7 18. I was also unable to take my legally mandated meal and/or rest breaks because
8 Defendant's understaffing policies and practices prevented me from being relieved of my work duties,
9 as there was no one available to provide relief or coverage during my breaks. Additionally, I do not recall
10 receiving any premium wage payments for the missed meal and/or rest breaks.

11 19. During my employment, I received commissions related to the solar installations I
12 completed. However, I do not believe such commissions were factored in the regular rate of pay.

13 20. During my employment, I was required to use my personal cell phone for work purposes.
14 Defendant would contact me on my personal cell phone to discuss work-related, administrative matters
15 and scheduling issues. I was never reimbursed for the use of my personal cell phone for work-related
16 purposes.

17 21. Based on the policies and practices described above, I believe and alleged that Defendant
18 systematically provided me with incomplete and inaccurate wage statements, and that the same was true
19 of my coworkers as well.

20 22. I further believe and alleged that Defendant's failure to pay former Aggrieved Employees
21 the earned and unpaid wages set forth above, including but not limited to premium payments, was willful.

22 23. Based on the policies and practices described above, I believe and alleged that my
23 coworkers and I are entitled to civil penalties under the Private Attorney General Act of 2004.

24 The Settlement and Advocacy

25 24. I hired the law firm Barahmand Law Group in order to obtain justice for myself and the
26 Aggrieved Employees for these illegal labor practices.

27 25. I understand that, as a PAGA Representative, I have a duty to look out for and protect
28 the interests of the Aggrieved Employees as a whole. I do not believe, nor do I have any reason to

1 believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those
2 of my fellow Aggrieved Employees.

3 26. Given the various defenses asserted by Defendant, the risk of not being awarded
4 penalties or having them reduced by the Court, the delay of any potential appeals, and the fact that
5 PAGA Members have a need for payment sooner rather than later, I believe, along with my counsel, that
6 the Settlement obtained is fair and reasonable to the other PAGA Settlement Members.

7 27. As the Named Plaintiff in this Action, I provided valuable assistance to my counsel and
8 the Aggrieved Employees in this case, including providing factual background for the PAGA Complaint;
9 reviewing the relevant documents, and Complaint; texting and participating in phone calls with my
10 Counsel to discuss litigation and settlement strategy; remaining on-call and available during the mediation
11 and negotiation of the settlement; reviewing the settlement documents; and providing this declaration.

12 28. To date, I estimate that I have spent a minimum of 13.5 hours assisting my Counsel in
13 prosecution of his case, including: (a) including providing factual background for the Complaint (1.5
14 hours); (b) reviewing the relevant documents and Complaint (1 hours); (c) emailing, texting, and
15 participating in phone calls with my Counsel to discuss litigation, settlement strategy, and mediation (2.5
16 hours); (d) remaining on-call and available during the mediation and negotiation of settlement (8 hours);
17 (e) reviewing the settlement documents (1 hours); and (f) providing this declaration (.5 hours).

18 29. This case also involved risks to me personally, such as the potential risk of having to pay
19 costs¹ in the case if we lost and the risk of negative publicity by or to anyone who opposed this case.

20 30. This litigation was also lengthy. I have been involved in this case—seeking to obtain a
21 benefit for the Aggrieved Employees—for eight (8) months all with no assurance that I would recover
22 any personal benefit. Outside the incentive award and an individual settlement in the amount of \$50,000
23 for my claims of actual/perceived disability(ies) discrimination and wrongful termination (briefed more
24 fully above), I have received no personal benefit for my work.

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28 ¹ I understand that my counsel has advanced significant costs on my behalf and on behalf of the
Aggrieved Employees and the State of California in prosecuting this Action.

31. Even in the face of these risks, I pursued this case on behalf of the Aggrieved Employees because I believe in it, and we reached a successful resolution and settlement as a result. Further, as part of the Settlement, I agreed to release all my claims against Defendants.

32. I was happy to learn that the case settled on behalf of the PAGA Settlement Members for the amount of \$42,480.00. I believe this is a very positive result, and glad that my efforts helped other Aggrieved Employees to benefit and obtain vindication for the Labor Code violations they suffered.

33. I understand that PAGA representatives are eligible for compensation for their efforts as a plaintiff in an action. As the Named Plaintiff in this Action, I respectfully request that the Court grant a service award to me in the amount of \$5,000.00, in addition to my pro rata share of the PAGA Settlement fund and my individual settlement in the amount of \$50,000.00. Based on the excellent result obtained for the Aggrieved Employees, I, along with my counsel, believe this is a fair and appropriate award.

34. I am not receiving any consideration for my participation in this Settlement other than my requested service award, my pro rata share of the Settlement, and an individual settlement in the amount of \$50,000.00.

35. I respectfully ask that the Court grant final approval of this Settlement and grant my request for a service award.

36. I am not currently, nor have I ever been, a Named Plaintiff in any other PAGA Representative case, pending or closed.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on 06/19/2026.

By: Corey Kendrick (Jun 19, 2026 12:45:27 PDT)
Corey Kendrick