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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

TRAVIS TEIXEIRA,

Plaintiff,

vs.

SOLEEVA ENERGY INC.; KHUSHNOOD)

AHMAD QAZI; and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO.: 23CV416639

)
) **FIRST AMENDED COMPLAINT FOR**
) **DAMAGES FOR:**

) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**

) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**

) **3) FAILURE TO PAY OVERTIME;**

) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**

) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**

) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**

) **7) FAILURE TO PROVIDE REST**
) **BREAKS;**

) **8) FAILURE TO PROVIDE MEAL**
) **BREAKS;**

) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA")**

) **10) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**

) **11) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 1102.5;**

) **12) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 6310;**

) **13) WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**

) **14) VIOLATION OF BUSINESS AND**
) **PROFESSIONS CODE SECTION**
) **17200**

1) 15) FAILURE TO PROVIDE
2) PERSONNEL RECORDS;
3) 16) FAILURE TO PROVIDE PAY
4) RECORDS
5)

6) JURY TRIAL DEMANDED
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COMES NOW Plaintiff, TRAVIS TEIXEIRA (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Santa Clara in this judicial district because Defendants SOLEEVA ENERGY INC.; KHUSHNOOD AHMAD QAZI and DOES 1 to 25, inclusive, do business in the County of Santa Clara, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Santa Clara is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SOLEEVA ENERGY INC. is a California corporation, doing business in the County of Santa Clara, State of California, and which employed Plaintiff.

4. Defendant KHUSHNOOD AHMAD QAZI is an individual, who at all relevant times and on information and belief resided in Santa Clara County, California. Plaintiff is informed and believes that KHUSHNOOD AHMAD QAZI was and is acting on behalf of and was the managing agent and owner of SOLEEVA ENERGY INC. Plaintiff is informed and believes and thereon alleges that KHUSHNOOD AHMAD QAZI was involved in the day-to-day business of the business, controlled the wages, hours, and working conditions of Plaintiff and

1 other similarly situated aggrieved employees and is therefore being included in this complaint
2 pursuant to California Labor Code section 558.1. SOLEEVA ENERGY INC. and
3 KHUSHNOOD AHMAD QAZI are collectively referred to herein as “SOLEEVA” or
4 “Defendant(s)”.

5 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
6 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
7 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
8 defendants, numbers 1 to 25, reside in the State of California and are in some manner
9 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
10 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
11 and capacities of these fictitiously named defendants.
12

13 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
14 that information and belief, alleges that at all times herein mentioned, each of the remaining
15 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
16 under the authority of their agency, employment, or representative capacity, with the consent
17 of his/her codefendants.
18

19 **GENERAL ALLEGATIONS**

20 7. Plaintiff started working for SOLEEVA on or around November 1, 2022. His
21 employment with SOLEEVA ended on or around December 15, 2022.

22 8. During his employment tenure, Plaintiff was classified as an hourly, non-exempt
23 Employee, making \$46/hour; and his job duties included electrical and roofing work as well as
24 installing solar panels.

25 9. SOLEEVA has committed the below labor code violations against Plaintiff and all
26 other hourly, non-exempt employees, irrespective of title. In the case of Huff v. Securitas Sec.
27 Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security
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guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary employees. The trial court determined Huff was not a temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the PAGA representative to sue for violations that the representative has personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves and others. The statute also states that an “aggrieved employee” is “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.” Because at least one of the violations that Huff had alleged had affected him personally, the Court of Appeal denied Securitas’ motion.

10. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and other employees, it allows for suits broader than the specific violations the named employee experienced. Therefore, even if the employee did not personally experience the Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on behalf of all other employees, including all hourly non-exempt employees.

11. It is Plaintiff’s position that SOLEEVA has committed numerous labor code violations against Plaintiff and other hourly, non-exempt employees who worked for SOLEEVA at any of their locations in the state of California during the PAGA period.

12. SOLEEVA did not provide Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not

1 compensate him and others for all hours worked pursuant to California Labor Code sections
2 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and consistently
3 worked “off the clock”. This is so because the company had a policy and practice of rounding
4 down hours to the detriment of employees, who were not being paid for all hours worked.
5 Furthermore, to the extent employees such as Plaintiff and others worked through their meal
6 periods, they were not compensated for that time, which would be akin to a minimum wage
7 violation. During his time working for defendants, there were 5 to 10 instances in which
8 Plaintiff was not given a rest break and/or meal break in the day. Moreover, Plaintiff and others
9 would not be paid for travel time to the actual job sites even though each job site would be a
10 completely different location. Moreover, as part of his job duties, Plaintiff would perform tasks
11 before clocking in and after clocking out, including cleaning up the truck after being clocked
12 out and preparing his materials prior to and after being clocked out. In addition, Plaintiff
13 worked “off the clock” in trying to fix the work truck.

14 13. Due to the above “off the clock” violations and as a matter of company policy,
15 SOLEEVA violated Labor Code §510 because it failed to pay Plaintiff and other similarly
16 situated aggrieved employees overtime, even though they worked more than 8 hours per day,
17 more than 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff’s
18 and others’ actual work hours, which included the “off the clock” work as described above,
19 entitled them to overtime, however, it was not company policy to keep accurate track of all hours
20 worked and to pay employees overtime. Furthermore, SOLEEVA failed to include
21 bonuses/incentive payments in calculating employees’ regular rate of pay for use in deciphering
22 the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not
23 factored into employees’ regular rate for purposes of receiving meal and rest break premiums
24 per the Ferra v. Loews case.

25 14. SOLEEVA violated Labor Code § 226.7 along with Industrial Welfare Commission
26 Wage Order no. 4/7 because it failed to provide Plaintiff and other similarly situated aggrieved
27 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
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1 throughout their employment. SOLEEVA did not completely relieve Plaintiff of all duty during
2 said rest periods. SOLEEVA did not pay to Plaintiff one additional hour of pay at Plaintiff's
3 regular rate of compensation for each workday that one or more statutory rest periods was not
4 provided. Rest breaks were not authorized or enforced. In fact, it was not part of SOLEEVA's
5 culture for employees such as Plaintiff and others to consistently take at least one 10-minute rest
6 break every day wherein they are relieved of all work duties. Consistent breaks were simply not
7 a part of the policies and practices of SOLEEVA. Plaintiff alleges that during his entire
8 employment tenure, there were 5 to 10 instances wherein Plaintiff was not able to and did not
9 take his statutory rest break.

10 15. SOLEEVA also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
11 Commission Wage Order No. 4/7 because it failed to provide Plaintiff and other similarly
12 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
13 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
14 periods. During the course of his employment with defendants, SOLEEVA did not completely
15 relieve Plaintiff of all duties during said meal periods. SOLEEVA did not pay to Plaintiff one
16 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
17 more statutory meal periods was not provided. Plaintiff alleges that during his employment
18 tenure, there were 5 to 10 instances wherein Plaintiff was not able to and did not take a timely,
19 uninterrupted statutory meal period before the 5th hour wherein he was relieved of all job duties.
20 Plaintiff and others simply did not always receive timely (before the 5th hour), uninterrupted
21 meal breaks of at least 30 minutes wherein they were relieved of all work duties. The latter was
22 due to being understaffed, due to the workload, due to company policy, and due to the fact that
23 particular jobs needed to get finished. Like the rest breaks, consistently receiving a thirty-minute
24 uninterrupted and timely meal break was not part of the company culture and was not enforced
25 by SOLEEVA. Consequently, it was the normal practice and custom of SOLEEVA not to
26 authorize, permit, and enforce timely statutory meal periods. If SOLEEVA had Plaintiff sign a
27 meal period waiver, it would not be valid and enforceable since Plaintiff and others generally
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1 worked more than a 6-hour shift. If SOLEEVA had Plaintiff sign an on-duty meal period
2 agreement wherein Plaintiff agreed to work through the meal periods, it would be invalid and
3 unenforceable because the nature of Plaintiff's job does not prevent him from taking a meal
4 period and the company could have hired "breakers" to relieve Plaintiff of his job duties so that
5 he can actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal
6 period agreement did not allow for Plaintiff to revoke such an agreement even if it was signed.
7 As such, Plaintiff and others did not always receive statutory, timely meal periods during their
8 employment. To the extent that SOLEEVA argues that employees receive meal break premium
9 pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since
10 the PAGA penalties are for the violations themselves, irrespective of whether an employee
11 received the premium payment for a missed, short, or interrupted meal period. In *Kirby v.*
12 *Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful
13 choice between providing *either* meal and rest breaks *or* an additional hour of pay." *See Kirby v.*
14 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
15 extra hour of pay does not excuse the violation; the employer has still committed a violation even
16 if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
17 2016 WL 1110302 at *4). As such, the work environment and culture at SOLEEVA was not
18 conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover,
19 any meal or rest break premiums paid were not compensated at the weighted average regular
20 rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

21 16. Furthermore, during the relevant time period, and due to the aforementioned labor code
22 violations, SOLEEVA failed to pay Plaintiff and other similarly situated aggrieved employees
23 all wages due to them within any time period specified by California Labor Code section 204.
24 Moreover, there were at least 2 instances wherein Plaintiff's checks were provided late and after
25 the pay date (and past the 7th day after the end of the pay period) in contravention of California
26 Labor Code section 204.

27 17. SOLEEVA was also in violation of California Labor Code section 226(a) by failing to
28 include pertinent information on the wage statements, including but not limited to, the correct
hourly rate, all hours worked, overtime hours worked, correct overtime pay, correct amount of

1 pay for non-productive time, gross wages earned, premium pay for missed meal and rest breaks,
2 all deductions, net wages earned, and reimbursement for business expenses, among others. As
3 such, SOLEEVA did not provide Plaintiff and other similarly situated aggrieved employees with
4 complete, accurate itemized wage statements. In fact, Plaintiff and others were not given full
5 access to actual paystubs.

6 18. SOLEEVA violated Labor Code § 203 because it willfully failed to pay Plaintiff and
7 other similarly situated aggrieved employees earned and due wages upon separation of
8 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
9 These earned but unpaid wages include the unpaid minimum wages/compensation for all hours
10 worked, overtime, premium pay for missed meal and rest breaks, and business expense
11 reimbursement, among others.

12 19. During the relevant time period, SOLEEVA also failed to keep accurate and complete
13 payroll records showing the actual hours worked per day (including the time for meal periods)
14 and the wages paid to Plaintiff and other aggrieved employees pursuant to California Labor Code
15 sections 1174(d).

16 20. During the relevant time period, Plaintiff and other aggrieved employees incurred
17 necessary, business-related expenses and costs that were not reimbursed by SOLEEVA. These
18 costs include, but are not limited to, use of personal cell phone for work purposes, mileage
19 reimbursement, and use of personal hand tools to perform work duties. Accordingly,
20 SOLEEVA was in violation of California Labor Code sections 2800 and 2802.

21 21. Moreover, SOLEEVA failed to provide sick pay pursuant to Labor Code sections 233
22 and 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other
23 aggrieved employees in violation of Labor Code Section 3700.5. Furthermore, Defendants failed
24 to provide Plaintiff with his personnel file and pay records within the time allotted by law despite
25 the fact that Plaintiff sent a written request, through counsel, via certified mail, return receipt
26 requested on February 6, 2023. Since Plaintiff does not have his full payroll records, including
27 every single paystub as well as concomitant time records, he is at a disadvantage in being able
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1 to fully and accurately calculate his damages and penalties in this matter. Defendants had an
2 obligation to timely provide Plaintiff with his personnel file and pay records and have willfully
3 failed to do so, entitling Plaintiff to penalties in the amount of \$1500.00 in the aggregate along
4 with attorney's fees and costs.

5 22. Plaintiff would also have individual claims for retaliation and wrongful termination in
6 that Plaintiff was terminated after complaining to the owner about safety issues at the
7 workplace. In fact, Plaintiff felt uncomfortable at the workplace because the company
8 did not have the proper safety equipment necessary. Defendants had no straps for their ladders,
9 and no harnesses for Plaintiff or other employees. Plaintiff even offered to purchase the
10 necessary safety equipment for SOLEEVA with the company card, but was told not to by
11 Defendants. Moreover, management and ownership, including Defendant Khushnood Ahmad
12 Qazi, would pressure Plaintiff into performing tasks for which he was not licensed, and which
13 could have gotten people very hurt. Plaintiff voiced his concerns to management and to
14 ownership, Defendant Khushnood Ahmad Qazi, around the end of November 2022.
15 Defendants' response was that they would work on the safety issues, but they never did.
16 Instead, Plaintiff was discriminated against, treated differently, had his hours reduced, and was
17 eventually terminated in violation of Labor Code sections 1102.5 and 6310.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

20 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
21 **Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 23. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

25 24. At all times relevant herein, Defendants were required to compensate its employees for
26 all hours worked upon reporting for work at the appointed time stated by the employer
27 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
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1 Title 8, Section 11040 and/or Industrial Welfare Commission Order 7-2001, California Code of
2 Regulations, Title 8, Section 11070.

3 25. For the three (3) years preceding filing of this action, Defendants failed to compensate
4 Plaintiff for all hours worked.

5 26. Under the aforementioned wage order and regulations, Plaintiff is to recover
6 compensation for all hours worked but not paid by Defendants for the three (3) years
7 preceding the filing of this Complaint.

8 27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
9 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
10 this Court.

11 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
12 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
13 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
14 reasonable attorney's fees and costs of suit.

15 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
17 amount known to Plaintiff once he has obtained all of his payroll records from
18 Defendants.

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20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGES**

22 **(California Labor Code Sections 1194, 1194.2, 1197)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

26 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
27 to suffer or permit a California employee to work without paying wages at the minimum wage
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1 rate for all hours worked as required by the applicable Industrial Welfare Commission
2 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
3 8, Section 11040, subdivision 4 and/or Wage Order No. 7-2001, codified at California Code of
4 Regulations, Title 8, Section 11070, subdivision 4.

5 32. Pursuant to IWC Wage Order no. 4-2001 and/or 7-2001, subdivision 2(K), at all
6 relevant times, "hours worked" included "the time during which an employee is subject to the
7 control of an employer, and includes all the time the employee is suffered or permitted to work,
8 whether or not required to do so..."

9 33. During his employment, Plaintiff was regularly required as a matter of uniform
10 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
11 was paid less than the minimum wage rate by Defendants for hours worked in violation of
12 California Labor Code Section 1197 and the applicable California Industrial Wage
13 Commission wage order(s).

14 34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
15 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
16 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
17 to believe that their acts or omissions were not contrary to California law.

18 35. For all hours worked by Plaintiff for which he was paid less than the minimum wage
19 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
20 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
21 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
22 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

23 36. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
25 trial.

26 **THIRD CAUSE OF ACTION**

27 **FAILURE TO PAY OVERTIME**

28 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**

Regulations Title 8 Section 11040/11070)

(Plaintiff against all named defendants and all DOE defendants)

37. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

38. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 7-2001, California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive workday in a week.

39. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040 and/or California Industrial Welfare Commission Order No. 7-2001, California Code of Regulations, Title 8, Section 11070.

40. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a single workweek on numerous occasions.

41. Plaintiff worked more than twelve (12) hours in a single workday.

42. Plaintiff was entitled to the above overtime premiums.

43. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

44. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

45. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular rate of pay for hours worked past twelve (12) in a day.

46. Plaintiff worked at least one pay period in which he was not properly paid overtime

1 within the three (3) years prior to the initiation of this lawsuit.

2 47. Defendants know or should know the actual dates of overtime worked, the amount of
3 overtime worked, and the amount of unpaid overtime due.

4 48. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
5 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
6 Court.

7 49. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
8 Regulations, Title 8, Sections 11040 and/or 11070 , Plaintiff is entitled to recover damages for
9 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
10 reasonable attorney's fees and costs of suit.

11 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

16 **(California Labor Code Section 226)**

17 **(Plaintiff against all named defendants and all DOE defendants)**

18 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

20 52. Pursuant to California Labor Code Section 226, every employer must furnish each
21 employee an itemized statement of wages and deductions at the time of payment of wages.

22 53. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
23 that accurately reflected all information required by Labor Code Section 226, including but not
24 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
25 the employee (regular and overtime), commission payments, all deductions, premium pay for
26 missed rest breaks and meal breaks, and business expense reimbursement. Therefore,
27 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
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1 accordance with California Labor Code Section 226(a).

2 54. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
3 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
4 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
5 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
6 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
7 the 3-year period immediately preceding the date this lawsuit was filed.

8 55. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
9 sustained damages, including loss of earnings, in an amount to be established at trial. As a
10 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
11 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
12 and attorney's fees pursuant to statute.

13 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

18 **(California Labor Code Sections 201, 203)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

22 58. Pursuant to California Labor Code Section 201(a), an employer who discharges an
23 employee must immediately pay for all compensation due and owing.

24 59. Pursuant to California Labor Code Section 202, when an employee resigns, the
25 employer must pay all compensation due and owing within 72 hours of resignation, or on the
26 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

27 60. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
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1 without abatement or reduction, any wages of an employee whose employment ends, the wages
2 of the employee shall continue as a penalty from the due date at the same rate until paid or until
3 an action is commenced; however, the wages shall not continue for more than 30 days for
4 failure to pay an employee owed wages.

5 61. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
6 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

7 62. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
10 preceding the filing of this lawsuit.

11 63. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
12 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
13 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

14 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

19 **(California Labor Code Section 204)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

23 66. California Labor Code Section 204 establishes the fundamental right of all employees
24 in the State of California to be paid wages in a timely fashion for their work.

25 67. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
26 full amount of all owed wages when due as required by California Labor Code Section 204.

27 68. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
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1 informed, believes, and thereon alleges, that all times relevant during the liability period,
2 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
3 including overtime hours and the minimum wage as well as premiums for missed rest breaks
4 and meal breaks.

5 69. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
6 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
7 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
8 from Defendants' records or indirectly based on information from Defendants' records.

9 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **SEVENTH CAUSE OF ACTION**

13 **FAILURE TO GIVE REST BREAKS**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

17 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 18 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
19 11070(12)(A), which provide that every employer shall authorize and permit all
20 employees to take rest periods, which insofar as practicable shall be in the middle of
21 each work period. The authorized rest period time shall be based on the total hours
22 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
23 fraction thereof;
24
25 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
26 11070(12)(B), which provides that if an employer fails to provide an employee a
27 rest period in accordance with the applicable provisions of this order, the employer
28

1 shall pay the employee one (1) hour of pay at employee's regular rate of
2 compensation for each workday that the rest period is not provided;

3 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
4 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per
5 employee, of any provision of the Wage Order, and \$100.00 for each additional
6 violation thereafter per employee; and

7
8 d. California Labor Code section 226.7, which states that (a) no employer shall require
9 any employee to work during any rest period mandated by an applicable order of
10 the Industrial Welfare Commission, and (b) if an employer fails to provide an
11 employee a rest period in accordance with an applicable order of the Industrial
12 Welfare Commission, the employer shall pay the employee one (1) additional hour
13 of pay at employee's regular rate of compensation for each work day that the rest
14 period is not provided.

15
16 73. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
17 rest break after every four (4) hours of work or major fraction thereof, as required by California
18 law.

19 74. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
20 regulations, and wage orders alleged in this cause of action along with any allowable interest,
21 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
22 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

23
24 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
25 fees as well as interest under Labor Code section 218.6.

26 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
28 trial.

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

3 **(Plaintiff against all named defendants and all DOE defendants)**

4 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.
6

7 78. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 8 a. California Labor Code section 512(a), which requires that employees be given a 30-
9 minute uninterrupted meal break after five (5) hours of work, and a second
10 uninterrupted meal break after ten (10) hours of work;
11
- 12 b. California Labor Code section 226.7, which states that (a) no employer shall require
13 any employee to work during any meal period mandated by an applicable order of
14 the Industrial Welfare Commission, and (b) if any employer fails to provide an
15 employee a meal period in accordance with an applicable order of the Industrial
16 Welfare Commission, the employer shall pay the employee one (1) additional hour
17 of pay at the employee's regular rate of compensation for each workday that the
18 meal period is not provided;
19
- 20 c. California Industrial Welfare Commission Order No. 4 and/or 7 section 11(B), as
21 codified under Title 8 of the California Code of Regulations Section 11040 and/or
22 11070, which state that if an employer fails to provide an employee a meal period in
23 accordance with the applicable provisions of the Wage Order, the employer shall
24 pay the employee one (1) hour of pay at the employee's regular rate of
25 compensation for each workday that the meal period is not provided;
26
- 27 d. California Industrial Welfare Commission Wage Order No. 4 and/or 7 Section
28 7(A)(3), as codified under Title 8 of the California Code of Regulations Section

1 11040 and/or 11070, which require an employer to maintain records documenting
2 its employees' meal periods;

3 e. California Industrial Welfare Commission wage order No. 4 and/or 7 Section
4 20(A), as codified under California Code of Regulations Section 11040 and/or
5 11070, which penalizes the employer \$50.00 for each initial violation, per
6 employee, of any provision of the Wage Order, and \$100.00 for each additional
7 violation thereafter per employee; and

8 f. California Labor Code section 1171 and 1173, which have given the California
9 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
10 and/or 7) as enforceable law.
11

12 79. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
13 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
14 take a second relieved meal break after ten (10) hours of work, as required by California law.
15 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
16 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et.
17 seq., require that employees receive uninterrupted meal periods every five (5) hours of
18 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
19 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
20 not require their employees to work through their meal periods. California Labor Code section
21 226.7 and California Code of Regulations section 11040 and/or 11070 require that if the
22 employer fails to provide the employee with an uninterrupted meal period, the employer must
23 pay the employee one (1) hour of pay for each workday that the meal period is not given.
24
25

26 80. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
27 regulations, and wage orders alleged in this cause of action along with any allowable interest,
28

1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
2 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

3 81. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
4 fees as well as interest under Labor Code section 218.6.

5 82. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **NINTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **Individual and Representative Claim for PAGA penalties under California Labor Code**
11 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558,**
558.1, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)

12 **(Plaintiff Against All Named Defendants and all DOE Defendants)**

13 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

15 84. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
16 Defendants of the specific violations of the California Labor Code that Defendants
17 and DOE defendants have violated and continue to violate.

18 85. Pursuant to California Labor code section 2699.3, no response was received from the
19 LWDA within 65 days of the postmark date of the above-alleged letter.

20 86. Plaintiff therefore has exhausted all administrative remedies required of him under
21 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
22 cause of action and pursue penalties in a representative action for Defendants' violations of the
23 Labor Code.

24 87. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
25 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
26 departments, divisions, commissions, boards, agencies, or employees for violation of the code
27 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
28

1 on behalf of himself or herself and other current or former employees pursuant to the
2 procedures specified in California Labor Code section 2699.3.

3 88. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against him, and therefore is
5 properly suited to represent the interests of other current and former employees, including all
6 hourly, non-exempt employees who worked for Defendants in the State of California during
7 the PAGA period at any of their locations in California.

8 89. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
9 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
10 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

11 90. Plaintiff therefore has exhausted all administrative remedies required of him under
12 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
13 cause of action and pursue penalties in a representative action for Defendants’ violations of the
14 Labor Code.

15 91. California Labor Code section 2699 et seq. imposes penalties upon culpable
16 Defendants for violating the Labor Code.

17 92. California Labor Code section 558 establishes a civil penalty as follows: Any
18 employer or other person action on behalf of an employer who violates, or causes to be
19 violated, a section of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
21 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
22 dollars (\$50) for each underpaid employee for each pay period for which the employee was
23 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
24 employee for each pay period for which the employee was underpaid ...;

25 93. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
26 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
27 seeking individual/victim specific relief or underpaid wages under this particular cause of
28

1 action.

2 94. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
3 the following:

4 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
5 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802, and
6 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission
7 Wage Order Provisions (nos. 4 and/or 7) violated based on the facts alleged in this
8 Complaint.

9 95. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
10 costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved
11 employees as alleged herein in an amount to be shown according to proof at trial and within the
12 jurisdictional limits of this Court.

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

15 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

16 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 95, inclusive, of this Complaint as thought fully set forth herein.

18 97. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties."

21 98. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
22 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
23 of completing his job duties, which were not reimbursed by Defendant. These expenses
24 include, but are not limited to, use of personal cell phone for work purposes, mileage
25 reimbursement, and use of personal hand tools to perform work duties.

26 99. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
27 and attorney's fees and costs, under Labor Code section 2802.
28

1 **ELEVENTH CAUSE OF ACTION**

2 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

3 **(Plaintiff against All Named Defendants and all DOE defendants)**

4 100.Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

6 101.At all times material to this Complaint, California Labor Code § 1102.5 was in
7 effect and binding on Defendants. This section requires Defendant to refrain from retaliating
8 against an employee for refusing to participate in an activity that he/she reasonably believes
9 would result in a violation of state or federal statute, or a violation or noncompliance with a state
10 or federal rule or regulation. California Labor Code section 1102.5 also requires Defendant to
11 refrain from retaliating against an employee for disclosing information to a person with authority
12 over the employee if the employee has reasonable cause to believe that the information discloses
13 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
14 federal rule or regulation, regardless of whether disclosing the information is part of the
15 employee's job duties.

16 102.Defendants retaliated against Plaintiff by terminating his employment due to
17 Plaintiff's complaints about the unsafe working environment and unsafe conditions as well as
18 complaining about illegal conduct in the workplace, as alleged above, all in violation of Labor
19 Code § 1102.5.

20 103.As a direct and proximate result of the aforementioned acts and omissions of
21 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
22 loss of income (past and future), loss of employment benefits (past and future), general and
23 compensatory damages (past and future), mental pain and anguish and emotional distress (past
24 and future), and will continue to suffer in the future, in an amount to be proved at trial.

25 104.Plaintiff requests all available relief under Labor Code § 1102.5 including
26 damages, attorney's fees, and the imposition of civil penalties of \$10,000 for each violation.

27 **TWELFTH CAUSE OF ACTION**

28 **RETALIATION IN VIOLATION OF LABOR CODE SECTIONS 6310**

(Plaintiff against Soleeva Energy Inc. and all DOE defendants)

1 105.Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

3 106.At all times material to this Complaint, California Labor Code § 6310 was in
4 effect and binding on Defendants. California Labor Code section 6310 prohibits employers from
5 firing or discriminating against any employee because the employee has informed their employer
6 about unsafe working conditions.

7 107.As discussed fully above, Plaintiff complained to Defendants about unsafe
8 working conditions at the workplace

9 108.Defendants willfully and/or with reckless indifference violated California Labor
10 Code section 6310 by retaliating against Plaintiff and terminating his employment for
11 complaining of unsafe working conditions.

12 109.As a direct and proximate result of the aforementioned acts and omissions of
13 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
14 loss of income (past and future), loss of employment benefits (past and future), general and
15 compensatory damages (past and future), mental pain and anguish and emotional distress (past
16 and future), and will continue to suffer in the future, in an amount to be proved at trial.

17 110.Pursuant to Labor Code Section 6310, Defendants are liable for statutory
18 damages, including reimbursement for lost wages and work benefits.

19 111.Defendants' conduct described herein was undertaken, authorized and/or ratified
20 by Defendants' officers, directors and/or managing agents. The aforementioned conduct of said
21 officers, directors and/or managing agents and individuals was therefore undertaken on behalf
22 of Defendants.

23 112.Defendants committed the acts herein alleged maliciously, fraudulently, and
24 oppressively in conscious disregard for Plaintiff's rights, and Plaintiff is entitled to recover
25 punitive damages from Defendants in an amount according to proof.

26 113.As a result of the conduct of Defendants and each of them, Plaintiff was forced
27 to retain an attorney in order to protect his rights.

28 114.Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff is entitled to recover
civil penalties for Defendants' violations of Labor Code section 6310.

1 115.Plaintiff further demands reasonable attorney's fees and costs pursuant to
2 Labor Code section 2699, subdivision (g)(1).

3 **THIRTEENTH CAUSE OF ACTION**

4 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

5 **(Plaintiff against Soleeva Energy Inc. and all DOE defendants)**

6 116.Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 115 inclusive, of this Complaint as though fully set forth herein.

8 117.At all times during his employment with Defendants, Plaintiff performed his
9 duties with the utmost diligence and competence.

10 118.Plaintiff is informed and believes and thereon alleges that Defendants' decision
11 to retaliate against him and terminate him, as alleged herein, was motivated by Plaintiff's
12 complaints to management/ownership about the unsafe working environment and about illegal
13 conduct at the workplace.

14 119.Plaintiff's employment was wrongfully terminated on or around early December 12,
15 2022 in violation of the fundamental public policy of the State of California with respect to
16 retaliating against an employee for his complaints about illegal conduct at the workplace and an
17 unsafe working environment.

18 120.Moreover, Plaintiff was forced to hire an attorney to assist him to end these illegal
19 activities.

20 121.Said conduct violated statutory and constitutional expressions of public policy
21 including, but not limited to, the California Labor Code Sections, 1102.5, 6310 and the California
22 Constitution, Article 1 section 8.

23 122.As set forth above, said actions by Defendants were wrongful and in violation of
24 the fundamental principles of the public policy of the State of California as reflected in its laws,
25 objectives and policies. Said statutes and constitutional expressions of public policy include,
26 but are not limited to, the California Labor Code sections 1102.5, 6310, and the California
27 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
28

1 just the private interests of the employers and employees whom they govern or protect.

2 123.As a direct and proximate result of the aforementioned acts and omissions of
3 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
4 loss of income (past and future), loss of employment benefits (past and future), general and
5 compensatory damages (past and future), mental pain and anguish and emotional distress (past
6 and future), and will continue to suffer in the future, in an amount to be proved at trial.

7 124.The foregoing conduct engaged in by Defendants and each of their directors,
8 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
9 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
10 an environment free of retaliation, so as to justify the imposition of punitive damages to punish
11 and set an example of said Defendants.

12 **FOURTEENTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

14 **(California Business and Professions Code Section 17200)**

15 **(Plaintiff against Defendant Soleeva Energy Inc. and all DOE defendants)**

16 125. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 124, inclusive, of this Complaint as though fully set forth herein.

18 126. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
19 constitutes unfair and unlawful business practices under California Business and Professions
20 Code Section 17200, et seq.

21 127. Defendant's violations of California labor laws constitutes a business practice because
22 it was done repeatedly over a significant period of time in a systematic manner that was
23 detrimental to Plaintiff and other similarly situated aggrieved employees.

24 128. For the four years preceding the filing of this action, Plaintiff has suffered damages
25 and request damages and/or restitution of all monies and profits to be disgorged from
26 Defendants in an amount according to proof at time of trial, but in excess of the
27 jurisdiction of this Court.
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FIFTEENTH CAUSE OF ACTION

FAILURE TO PROVIDE PERSONNEL RECORDS

(Plaintiff against all named Defendants and all DOE Defendants)

129.Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 128, inclusive, of this Complaint as though fully set forth herein.

130.Labor Code section 1198.5 dictates “every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.”

131.Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times...” On information and belief, Defendants intentionally failed to provide Plaintiff with personnel records when requested by Plaintiff via letter on February 6, 2023, as required by law. Plaintiff requested his personnel records in accordance with California Labor Code section 1198.5(k) on February 6, 2023, via U.S. certified mail, return receipt requested.

132.Defendants failed to provide Plaintiff with an opportunity to inspect or copy his records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to provide personnel records.

133.Plaintiff seeks all available remedies for Defendants’ violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial. Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the amount of \$750.00, along with costs and attorney’s fees.

SIXTEENTH CAUSE OF ACTION

FAILURE TO PROVIDE PAY RECORDS

(Plaintiff against all named Defendants and all DOE Defendants)

1 134.Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 133, inclusive, of this Complaint as though fully set forth herein.

3 135.Labor Code section 226 sub-section (b) dictates “an employer...shall afford
4 current and former employees the right to inspect or copy records pertaining to their
5 employment, upon reasonable request to the employer...”

6 136.Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer
7 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
8 pertaining to a current or former employee shall comply with the request as soon as practicable,
9 but no later than 21 calendar days from the date of the request.” On information and belief,
10 Defendants intentionally failed to provide Plaintiff with pay records when requested by Plaintiff
11 via certified letter, return receipt requested, on February 6, 2023, and as required by law. Plaintiff
12 requested his pay records in accordance with California Labor Code section 226 on February 6,
13 2023, via certified mail. Defendants failed to provide Plaintiff with an opportunity to
14 inspect or copy his pay records within 21 days.

15 137.As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
16 and continues to suffer substantial losses related to Defendants' failure to provide pay records.
17 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
18 amount of \$750.00, along with costs and attorney’s fees.

19 138.Plaintiff seeks all available remedies for Defendants’ violations including, but
20 not limited penalties, and costs to the extent permitted by law and according to proof at trial.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
23 follows:

- 24 1. For compensatory damages including lost past and future wages, regular wages,
25 overtime, and all other sums of money, including employment benefits, together with
26 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
- 27 2. For general damages according to proof;
- 28 3. For special and consequential damages to the extent allowed by law;

4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
5. For an award of punitive damages against Defendants according to proof;
6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
8. For restitution and disgorgement for all unfair business practices by Defendant Soleeva Energy Inc. against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining Defendant Soleeva Energy Inc. from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof;
14. For the imposition of civil penalties and/or statutory penalties;
15. For all interest as allowed by law;
16. For all costs and disbursements incurred in this suit;
17. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, Labor Code section 1102.5 and 6310, the Labor Code generally; and/or other applicable laws; and

1 18. For such other and further relief as this Court may deem proper.

2 DATED: April 30, 2024

MESSRELIAN LAW INC.

3
4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Travis Teixeira

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

10 DATED: April 30, 2024

MESSRELIAN LAW INC.

11
12 By 
13 Harout Messrelian, Esq.
14 Attorneys for Plaintiff Travis Teixeira