

AMENDED SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

SOLAR INTEGRATED ROOFING CORPORATION; MILHOLLAND
ELECTRIC INC.; (Additional Parties Attachment Form is attached)

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

KENNETH G. MARTINEZ, an individual, and for the real party in
interest, the State of California

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

3/26/2025 4:40:36 PM

Clerk of the Superior Court
By M. Schwenke ,Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Diego Superior Court, Central Div.

330 W. Broadway
San Diego, CA 92101

CASE NUMBER:
(Número del Caso):

37-2023-00027189-CU-OE-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alex Asil Mashiri, 11251 Rancho Carmel Drive #500694, San Diego, CA 92150; Tel: 858-348-4938

DATE: May 22, 2025
(Fecha)

Clerk, by
(Secretario)


M. Schwenke

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- | | |
|--|---|
| under: ☐ CCP 416.10 (corporation) | ☐ CCP 416.60 (minor) |
| ☐ CCP 416.20 (defunct corporation) | ☐ CCP 416.70 (conservatee) |
| ☐ CCP 416.40 (association or partnership) | ☐ CCP 416.90 (authorized person) |
| ☐ other (specify): | |

4. ☐ by personal delivery on (date):

SHORT TITLE:

MARTINEZ v. SOLAR INTEGRATED ROOFING et al.

CASE NUMBER:

37-2023-00027189-CU-OE-CTL

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

BRAD RINEHART; WANDA WITOSLAWSKI; SURI MOHAMMAD; PACIFIC LIGHTING MGT, INC.
aka PLEMCo; and DOES 5 through 50

1 Alex Asil Mashiri, Esq. (SBN 283798)
alex@mashirilawfirm.com
2 **MASHIRI LAW FIRM, APC**
11251 Rancho Carmel Drive #500694
3 San Diego, CA 92150
Tel: (858) 348-4938
4 Fax: (858) 348-4939

5 Tamim Jami, Esq. (SBN 311351)
tamim@jamilaw.com
6 **THE JAMI LAW FIRM P.C.**
3525 Del Mar Heights Rd #941
7 San Diego, CA 92130
Tel: (858) 284-0248
8 Fax: (858) 284-0977

9 Attorneys for Plaintiff
10 KENNETH G. MARTINEZ

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN DIEGO**

13 KENNETH G. MARTINEZ, an individual, for
14 the real party in interest, the State of California,

15 Plaintiff,

16 vs.

17 SOLAR INTEGRATED ROOFING
CORPORATION; MILHOLLAND ELECTRIC
18 INC.; BRAD RINEHART; WANDA
WITOSLAWSKI; SURI MOHAMMAD;
19 PACIFIC LIGHTING MGT, INC. aka PLEMCo;
20 and DOES 5 through 50,

21
22 Defendants.
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Clerk of the Superior Court
By M. Schwenke ,Deputy Clerk

Case No. 37-2023-00027189-CU-OE-CTL

REPRESENTATIVE ACTION

**SECOND AMENDED COMPLAINT
SEEKING INDIVIDUAL AND
REPRESENTATIVE RELIEF**

1 Plaintiff KENNETH G. MARTINEZ (“Plaintiff”) alleges the following:

2 **NATURE OF THE ACTION**

3 1. Plaintiff brings this action against Defendants SOLAR ROOFING CORPORATION
4 (“SOLAR”), MILHOLLAND ELECTRIC INC. (“MILHOLLAND”), BRAD RINEHART
5 (“RINEHART”), WANDA WITOSLAWSKI (“WITOSLAWSKI”); SURI MOHAMMAD
6 (“MOHAMMAD”); PACIFIC LIGHTING MGT, INC. aka PLEMCo (“PELMCo”) and DOES 5
7 through 50 (all defendants are hereinafter collectively referred to as “Defendants”).

8 2. Plaintiff seeks relief for his individual Labor Code claims.

9 3. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”),
10 incorporated in Labor Code sections 2698, 2699 *et seq.*, for his individual and non-individual PAGA
11 claims against Defendants for wage and hour violations of the California Labor Code.

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

18 5. Through this representative action, Plaintiff seeks to recover civil penalties under the
19 PAGA. No class certification is required. (*Arias v. Superior Court* (2009) 46 Cal.4th 969.)

20 **JURISDICTION AND VENUE**

21 6. Pursuant to Article VI, section 10 of the California Constitution, subject matter
22 jurisdiction is proper in the Superior Court of California, County of San Diego, State of California
23 because Plaintiff alleges claims arising under California law.

24 7. This Court has jurisdiction over Defendants because each is believed to be an
25 association, corporation, business entity, or individual that conducts substantial business in the State
26 of California, County of San Diego.

27 8. This Court has jurisdiction over Plaintiff’s claim for civil penalties under the PAGA.

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9. Pursuant to California Code of Civil Procedure section 395, venue is proper in the Superior Court of California for the County of San Diego because this is where the wrongful misconduct alleged herein occurred.

GENERAL ALLEGATIONS

10. Plaintiff is an individual who, at all relevant times, resided in the County of San Diego, State of California.

11. Plaintiff worked for Defendants during which time he was paid hourly and was considered non-exempt.

12. Defendants are Plaintiff's employer who exercised control over the wages, hours, and/or working conditions of Plaintiff.

13. The State of California is also the real party in interest under the PAGA. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81. [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”].)

14. Plaintiff is an “aggrieved employee” because he was employed by Defendants and had one or more of the alleged violations committed against him, and therefore is properly suited to act on behalf the state, and collect civil penalties for all violations committed against the current and former employees, who are also aggrieved employees as defined by Labor Code section 2699(c).

15. The true names and capacities, whether individual, corporate, associate or otherwise of the Defendant named herein as DOES 5 through 50, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants by such fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will seek leave to amend the operative complaint (“Complaint”) to allege the true names and capacities of DOES 5 through 50 when their names are ascertained. Plaintiff is informed and believes, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiff for the events and actions alleged herein.

16. Plaintiff is informed and believes, and based thereon alleges, that at all times, each Defendant was acting as an agent, joint venturer, integrated enterprise and/or alter ego for each of the other defendants and each were co-conspirators with respect to the acts and the wrongful conduct alleged herein so that each is responsible for the acts of the other in connection with the conspiracy

1 and in proximate connection with the other defendants.

2 17. At all material times, Defendants were and/or are employers or persons acting on
3 behalf of employers, under California law and the Labor Code, including Labor Code sections 558
4 and 558.1 and thus are jointly and severally liable for the violations alleged herein and any amounts
5 awarded and/or recoverable as a result of this action.

6 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

7 18. On April 20, 2023, Plaintiff, via counsel, provided the statutorily required notice to the
8 LWDA (“PAGA Notice”), indicating that Plaintiff intends to pursue claims against Defendants for
9 violations of the Labor Code.

10 19. On April 20, 2023, Plaintiff, via counsel, sent a copy of the PAGA Notice, via certified
11 mail, to Defendants SOLAR and MILHOLLAND.

12 20. On July 26, 2023, Plaintiff, via counsel, provided an Amended PAGA Notice to the
13 LWDA. A copy of the Amended PAGA Notice was provided, via certified mail, to Defendants
14 SOLAR and MILHOLLAND on July 26, 2023.

15 21. On March 26, 2025, Plaintiff, via counsel, provided a Second Amended PAGA Notice
16 to the LWDA. A copy of the Second Amended PAGA Notice was provided, via certified mail, to
17 Defendant PLEMCo on March 26, 2025.

18 22. The statutory period expired since Plaintiff provided the PAGA Notice to the LWDA
19 and LWDA did not serve Plaintiff with a notice of its intent to assume jurisdiction over the applicable
20 penalty claims and did not provide notice as set forth in Labor Code section 2699.3(a)(2)(A). As
21 such, Plaintiff has exhausted the administrative requirements under the PAGA, including the right to
22 amend the PAGA complaint as a matter of right pursuant to Labor Code section 2699.3(a)(2)(C).

23 **PAGA REPRESENTATIVE ACTION CLAIMS**

24 23. California law provides that an aggrieved employee may file a representative action
25 under the PAGA against an employer for violations of the Labor Code.

26 24. On information and belief, and as alleged below, current and former non-exempt
27 employees of Defendants were subject to wage and hour violations by Defendants, specifically by
28 Defendants’ violation of Labor Code sections 201, 202, 203, 204, 221, 223, 226, 226(a), 226(a)(1),

226(a)(2), 226(a)(5), 226(a)(9), 226(b), 226(c), 226.7, 226.7(b), 226.7(c), 246, 246(a), 246(b), 246(c), 246(i), 432, 510, 512, 1197, 1198, 1198.5, 2802, 2698 and 2699 et seq.

FIRST CAUSE OF ACTION

(Violations of Labor Code Sections 246, 246(a), 246(b), 246(c) against all Defendants)

25. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

26. Under Labor Code sections 246, 246(a), 246(b), 246(c), employers in California must provide employees with paid sick leave.

27. Upon information and belief, Defendants failed to provide paid sick leave to their employees, including Plaintiff, in violation of Labor Code sections 246, 246(a), 246(b), and 246(c).

28. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 246, 246(a), 246(b), and 246(c).

29. Plaintiff is permitted to use the PAGA to enforce California's Healthy Workplaces Healthy Families Act. (*Wood v. Kaiser Found. Hosps.* (2023) 88 Cal.App.5th 742, 748.)

30. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

31. Pursuant to the PAGA, Labor Code section 2699(g), or any other applicable statute, Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

SECOND CAUSE OF ACTION

(Violations of Labor Code Sections 246 and 246(i) against all Defendants)

32. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

33. Under Labor Code section 246(i), an employer is required to either provide a written notice or an itemized wage statement accurately itemizing an employee's available paid sick leave hours.

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1 34. Upon information and belief, Defendants also violated Labor Code section 246(i) by
2 failing to provide a written notice or itemized wage statement accurately itemizing the employees',
3 including Plaintiff's, available paid sick leave hours.

4 35. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
5 Labor Code sections 246 and 246(i).

6 36. Plaintiff is permitted to use the PAGA to enforce California's Healthy Workplaces
7 Healthy Families Act. (*Wood v. Kaiser Found. Hosps.* (2023) 88 Cal.App.5th 742, 748.)

8 37. Plaintiff is seeking civil penalties against Defendants under Labor Code section
9 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

10 38. Pursuant to the PAGA, Labor Code section 2699(g), or any other applicable statute,
11 Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA.

12 **THIRD CAUSE OF ACTION**

13 **(Violations of Labor Code Section 1197 against all Defendants)**

14 39. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
15 set forth herein.

16 40. Under Labor Code section 1197, an employer is required to pay its employees the
17 proper minimum wages for all hours worked.

18 41. Upon information and belief, Defendants failed to properly provide their employees
19 with minimum wages for all hours worked in violation of Labor Code section 1197. By of way
20 example, Defendants' employees, including Plaintiff, would work many hours without getting
21 compensated for the hours worked and/or not paid the correct minimum wages for all hours worked.
22 By way of another example, Defendants' employees, including Plaintiff, were required to work off
23 the clock without being compensated.

24 42. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
25 Labor Code section 1197.

26 43. Plaintiff is seeking civil penalties against Defendants under Labor Code sections
27 2699(f), 558, and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

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44. Pursuant to Labor Code section 1194 and/or any other statute allowing for such, Plaintiff is seeking to recover his unpaid minimum wages and interest.

FOURTH CAUSE OF ACTION

46. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

48. Labor Code section 226.7(b) prohibits an employer from requiring an employee to work during a meal period.

50. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 512 and 226.7(b).

52. Pursuant to Labor Code section 226.7(c), Plaintiff is seeking one hour of pay at his regular rate of compensation for each workday that Defendants failed to provide him with a compliant meal period.

53. Pursuant to the PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

FIFTH CAUSE OF ACTION

(Violations of Labor Code Section 226.7(b) against all Defendants)

54. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

55. Rest periods under California labor law are required for non-exempt employees who work three and a half (3 1/2) or more hours in a day. Employees are entitled to ten (10) minutes of rest period for each four (4) hours, or a substantial fraction thereof, that they work in a day.

56. Labor Code section 226.7(b) prohibits an employer to require an employee to work during a rest period and provides that an employee must be paid a wage for doing so.

57. Upon information and belief, Defendants failed to provide their employees, including Plaintiff, with proper rest periods in violation of Labor Code section 226.7(b).

58. The PAGA imposes upon Defendants, and each of them, civil penalties for violating the rest break provision in Labor Code section 226.7(b).

59. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA as alleged herein in an amount to be shown according to proof.

60. Pursuant to Labor Code section 226.7(c), Plaintiff is seeking one hour of pay at his regular rate of compensation for each workday that Defendants failed to provide him with a compliant meal period.

61. Pursuant to the PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violations of Labor Code Section 226.7(c) against all Defendants)**

3 62. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
4 set forth herein.

5 63. Under Labor Code section 226.7(c), if an employer fails to provide an employee with
6 a proper meal or rest period, the employer shall pay the employee one hour of pay at the employee's
7 regular rate of compensation for each workday that the meal/rest period is not provided.

8 64. Upon information and belief, Defendants failed to issue meal and/or rest premiums at
9 the regular rate of pay in violation of Labor Code section 226.7(c).

10 65. PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor
11 Code section 226.7(c).

12 66. Plaintiff is seeking civil penalties against Defendants under Labor Code section
13 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

14 67. Pursuant to the PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover
15 reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown
16 according to proof.

17 **SEVENTH CAUSE OF ACTION**

18 **(Violations of Labor Code Sections 510 and 1198 against all Defendants)**

19 68. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set
20 forth herein.

21 69. Eight hours of labor constitutes a day's work, and any work in excess of 8 hours in 1
22 workday, any work in excess of 40 hours in any one workweek, and for the first 8 hours worked on
23 the 7th consecutive day of work in a workweek, shall be compensated at the rate of no less than one-
24 and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
25 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. (Labor
26 Code § 510.)

27 70. Upon information and belief, Defendants' employees, including Plaintiff, were not
28 paid for all overtime and double time hours worked for Defendants. By way of example, Defendants

1 failed to properly provide their employees, including Plaintiff, with overtime pay for hours worked in
2 excess of eight hours in a workday and/or hours worked in excess of 40 hours in one workweek. By
3 way of another example, Defendants failed to properly provide their employees, including Plaintiff,
4 with double time pay for all hours worked in excess of 12 hours in a workday and/or for all hours
5 worked in excess of eight on the seventh consecutive day of work in a workweek.

6 71. Defendants also violated Labor Code sections 510 and 1198 because it failed to
7 compensate their employees, including Plaintiff, at the appropriate regular rate of pay where necessary
8 for all overtime and double time hours worked. By way of one example, instead of paying double time
9 hours at double the employee's regular rate of pay, Defendants would pay double time at the base
10 rate.

11 72. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
12 Labor Code sections 510 and 1198.

13 73. Plaintiff is seeking civil penalties against Defendants under Labor Code section
14 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

15 74. Pursuant to Labor Code sections 1194, 218.5, and/or any other statute allowing for
16 such, Plaintiff is seeking to recover his overtime wages and interest.

17 75. Pursuant to Labor Code sections 1194, 218.5, and/or any other statute allowing for
18 such, Plaintiff is seeking to recover reasonable attorneys' fees and costs in an amount to be shown
19 according to proof.

20 76. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover
21 reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown
22 according to proof.

23 **EIGHTH CAUSE OF ACTION**

24 **(Violations of Labor Code Section 226(a)(1) against all Defendants)**

25 77. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set
26 forth herein.

27 78. Labor Code section 226(a)(1) requires wage statements that an employer issues to its
28 employees accurately state the gross wages earned.

1 Labor Code section 226(a)(2).

2 91. Plaintiff is seeking civil penalties against Defendants under Labor Code section
3 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

4 92. Pursuant to Labor Code section 226(e), Plaintiff is seeking statutory penalties and/or
5 actual damages against Defendants under Labor Code section 226(e).

6 93. Pursuant to Labor Code section 226(e), Plaintiff is seeking to recover reasonable
7 attorneys' fees and costs in an amount to be shown according to proof.

8 94. Plaintiff is seeking civil penalties against Defendants under Labor Code sections
9 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

10 95. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover
11 reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown
12 according to proof.

13 **TENTH CAUSE OF ACTION**

14 **(Violations of Labor Code Section 226(a)(5) against all Defendants)**

15 96. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
16 set forth herein.

17 97. Labor Code section 226(a)(5) requires wage statements that an employer issues to its
18 employees accurately state the net wages earned.

19 98. Defendants failed to accurately state the proper net on the wage statements in violation
20 of Labor Code section 226(a)(5). By way of one example, the wage statements issued to their
21 employees failed to include the accurate amount of net wages because they failed to include the proper
22 amount of wages, including, but not limited to, meal/rest premium wages, and regular and/or overtime
23 wages.

24 99. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
25 Labor Code section 226(a)(5).

26 100. Defendants' violation of Labor Code section 226(a)(5) was knowing and intentional.

27 101. Plaintiff is seeking civil penalties against Defendants under Labor Code section
28 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

113. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

TWELFTH CAUSE OF ACTION

(Violations of Labor Code Section 226(a) against all Defendants)

114. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

115. Under Labor Code section 226(a) an employer must either keep a duplicate of the wage statement provided to an employee or a computer-generated record that accurately shows all of the information required under 226(a)(1) through (a)(9). This is a separate duty under the Labor Code section 226(a). (*Noori v. Countrywide Payroll & HR Solutions, Inc.* (2019) 43 Cal.App.5th 957, 967.)

116. Upon information and belief, during all times relevant to this action, Defendants failed to keep records required under Labor Code section 226(a). By way of example, the copies of the records kept do not include the accurate gross and net wages, total hours worked, and applicable hourly rates and corresponding hours worked.

117. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a).

118. Defendants' violation of Labor Code section 226(a) was knowing and intentional.

119. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

120. Pursuant to Labor Code section 226(e), Plaintiff is seeking statutory penalties and/or actual damages against Defendants under Labor Code section 226(e).

121. Pursuant to Labor Code section 226(e), Plaintiff is seeking to recover reasonable attorneys' fees and costs in an amount to be shown according to proof.

122. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **(Violations of Labor Code Section 204 against all Defendants)**

3 123. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
4 set forth herein.

5 124. Labor Code section 204 imposes an obligation of timely payment of wages upon
6 California employers.

7 125. Defendants violated Labor Code section 204 because they failed to timely pay their
8 employees all earned wages during an applicable pay period. By way of one example, Defendants
9 failed to pay all earned wages, including, but not limited to, meal/rest premium wages, and
10 regular/overtime wages in a timely manner as required under Labor Code section 204.

11 126. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
12 Labor Code section 204.

13 127. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 210,
14 2699(f), and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

15 128. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover
16 reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown
17 according to proof.

18 **FOURTEENTH CAUSE OF ACTION**

19 **(Violations of Labor Code Sections 201, 202, and 203 against all Defendants)**

20 129. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
21 set forth herein.

22 130. Under Labor Code section 201, if an employee is discharged by his/her employer, the
23 wages earned and unpaid at the time of discharge are due and payable immediately.

24 131. Under Labor Code section 202, if on the other hand, "an employee not having a written
25 contract for a definite period quits his or her employment, his or her wages shall become due and
26 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of
27 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
28 quitting."

132. Labor Code section 203 provides, in pertinent part: “If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ...”

133. Upon information and belief, employees, including Plaintiff, did not receive all wages upon termination or separation of employment. By way of one example, Plaintiff and other employees were owed wages, including, but not limited to, sick pay wages, meal and rest premium wages, and regular/overtime/minimum wages. To this date, Defendants have not paid all wages upon termination or separation of employment.

134. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 201, 202, and 203.

135. Defendants knew or should have known that Plaintiff was owed wages, yet they willfully failed to pay such wages to Plaintiff.

136. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

137. Plaintiff is entitled to waiting time penalties under Labor Code section 203. Pursuant to Labor Code section 218.5, Plaintiff seeks to recover reasonable attorneys' fees and costs in an amount to be shown according to proof.

138. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

FIFTEENTH CAUSE OF ACTION

(Violations of Labor Code Section 2802 Against all Defendants)

139. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

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140. Labor Code section 2802(a) states that an employer must reimburse employees “for all necessary expenditures” incurred by the employee in “direct consequence of the discharge of his or her duties.”

141. Defendants violated Labor Code section 2802. By way of one example, Defendants' employees were required to use their cellular phone and purchase certain tools for employment related matters. However, Defendants failed to adequately reimburse their employees for use of their personal cell phones and/or purchase of certain tools.

142. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 2802.

143. Plaintiff seeks reimbursement under Labor Code section 2802 for all necessary expenses incurred in the course of his employment with Defendants.

144. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

145. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

SIXTEENTH CAUSE OF ACTION

(Violations of Labor Code Sections 226(b), 226(c), 432, and 1198.5 against all Defendants)

146. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

147. Labor Code section 226(b) requires, in pertinent part, that “An employer [...] shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.”

148. Labor Code section 226(c) requires, in pertinent part, that “An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.”

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1 149. Labor Code section 432 requires employers doing business in the State of California
2 to provide current and former employees copies of all written instruments they sign upon request.

3 150. Labor Code section 1198.5(b)(1) provides, in pertinent part: “The employer shall make
4 the contents of those personnel records available for inspection to the current or former employee, or
5 his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar
6 days from the date the employer receives a written request.”

7 151. On March 7, 2023, Plaintiff, through counsel, sent a letter to Defendants, requesting
8 copies of his payroll and personnel records. To date, no documents have been produced by
9 Defendants.

10 152. Upon information and belief, Defendants have a policy and practice whereby they
11 refuse to provide all required payroll and personnel records to employees who request them, including,
12 but not limited to, time records, handbooks, policies, documents with the employee’s signature, etc.

13 153. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
14 Labor Code sections 226(b), 226(c), 432, and 1198.5.

15 154. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
16 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
17 and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for
18 all Labor Code provisions for which a civil penalty is not specifically provided.

19 155. Plaintiff is seeking civil penalties against Defendants under the PAGA, including
20 Labor Code sections 2699(f) and/or any other applicable statute allowing recovery of civil penalties
21 under the PAGA.

22 156. Pursuant to Labor Code sections 226(f) and 1198.5(k), Plaintiff is seeking statutory
23 damages in the amount of \$1,500.00.

24 157. Pursuant to Labor Code section 226(h) and 1198.5(l), Plaintiff is seeking reasonable
25 attorneys’ fees and costs in an amount to be shown according to proof.

26 158. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover
27 attorneys’ fees, costs, filing fees paid to the LWDA and civil penalties in an amount to be shown
28 according to proof.

SEVENTEENTH CAUSE OF ACTION

(Violation of Labor Code Sections 221 and 223 Against all Defendants)

159. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

160. Under Labor Code section 221, it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

161. Under Labor Code section 223, it is unlawful for an employer to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

162. Defendants violated Labor Code sections 221 and 223. Upon information and belief, Defendants violated Labor Code sections 221 and 223. Defendants would unlawfully collect, receive, and/or deduct part of the wages that were earned by, and to be paid to Aggrieved Employees. By way of one example, Defendants would deduct wages or require reimbursement from Plaintiff for breakage or loss of company property/equipment. Defendants deducted and/or required reimbursement from Plaintiff for an expense related to the loss of a company vehicle key.

163. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 221 and 223.

164. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA.

165. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

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1. An award of civil penalties in the amount of \$2,500,000 pursuant to the PAGA for the violations alleged in the First through Seventeenth Causes of Action;
2. An award of unpaid wages, including overtime and minimum wages, in the amount of \$75,000 pursuant to Labor Code sections 510, 1194, 1197, 1198, and/or other applicable Labor Codes;
3. An award of meal premiums in the amount of \$10,000.00 pursuant to Labor Code section 226.7(c);
4. An award of rest premiums in the amount of \$10,000.00 pursuant to Labor Code section 226.7(c);
5. An award of statutory damages/penalties in the amount of \$4,000.00 pursuant to Labor Code section 226(e);
6. An award of statutory damages/penalties in the amount of \$1,500.00 pursuant to Labor Code sections 226(f) and 1198.5(k);
7. An award for reimbursement for all necessary expenses in the amount of \$5,000.00 pursuant to Labor Code section 2802;
8. An award of reasonable attorneys' fees and costs;
9. Pre-judgment interest as provided by law;
10. Post-judgment interest as provided by law; and
11. Such other and further relief that the Court may deem just and proper.

MASHIRI LAW FIRM, APC

By: 
 Alex Asil Mashiri
 Attorney for Plaintiff
KENNETH G. MARTINEZ

PROOF OF ELECTRONIC SERVICE

CASE NAME: *MARTINEZ v. SOLAR INTEGRATED ROOFING CORP. et al.*
CASE NO: 37-2023-00027189-CU-OE-CTL

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, ALEX ASIL MASHIRI, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address 11251 Rancho Carmel Drive #500694, San Diego, CA 92150.

On March 26, 2025, I served the foregoing document(s) on the interested parties to this action:

1. SECOND AMENDED COMPLAINT SEEKING INDIVIDUAL AND REPRESENTATIVE RELIEF

☒ BY MAIL: A true copy of the above referenced document was placed in a sealed envelope addressed to the party or parties identified in the U.S. Mail Service List. I am readily familiar with the business practice for collection and processing of correspondence for mailing. Under that practice, documents are deposited with the U.S. Postal Service on the same day which is stated in the proof of service, with postage prepaid at San Diego, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date stated in this proof of service.

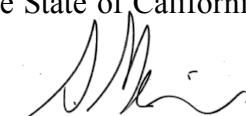
☐ BY ELECTRONIC MAIL:

☐ The above document(s) were electronically served via One Legal to the party or parties identified in the Electronic Service List.

☐ The above document(s) were electronically served via email to the party or parties identified in the Electronic Service List.

Executed March 26, 2025, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



ALEX ASIL MASHIRI

U.S. MAIL SERVICE LIST

SOLAR INTEGRATED ROOFING CORP.
2831 ST ROSE PKWY # 200
HENDERSON, NV 89052

SOLAR INTEGRATED ROOFING CORPORATION
C/O JASON OSTENDORF
201 INTERNATIONAL CIRCLE SUITE 230
HUNT VALLEY MD 21030

MILHOLLAND ELECTRIC, INC.
1638 E EDINGER AVE, STE B
SANTA ANA, CA 92705

MILHOLLAND ELECTRIC INC
C/O JASON OSTENDORF
201 INTERNATIONAL CIRCLE SUITE 230
HUNT VALLEY MD 21030