

1 Shaun Setareh (SBN 204514)
calendar@setarehlaw.com, shaun@setarehlaw.com

2 Victoria Mas (SBN 365896)
vmass@setarehlaw.com

3 SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
4 Beverly Hills, California 90210
Telephone (310) 888-7771
5 Facsimile (310) 888-0109

6 Attorneys for Plaintiffs NICHOLAS MAIN and JOSHUA RANGEL

7
8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF KERN

11 UNLIMITED JURISDICTION

12 NICHOLAS MAIN and JOSHUA RANGEL,
on behalf of themselves and all others
13 similarly situated, and the general public,

14 *Plaintiffs,*

15 v.

16 SUNRUN INC., a Delaware Stock
Corporation; SUNRUN INSTALLATION
17 SERVICES INC., a Delaware Stock
Corporation; and DOES 1 through 50,
18 inclusive,

19 *Defendants.*

Case No. 26CUB00447

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiffs NICHOLAS MAIN and JOSHUA RANGEL ("Plaintiffs"), on behalf of
2 themselves and all others similarly situated, and the general public, complains and alleges as
3 follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this representative action against defendants SUNRUN INC., a
6 Delaware Stock Corporation; SUNRUN INSTALLATION SERVICES INC., a Delaware Stock
7 Corporation; and DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for
8 alleged violations of the Labor Code. As set forth below, Plaintiffs alleges that Defendants have

- 9 (1) failed to provide Plaintiffs and all other similarly situated individuals with meal
10 periods;
- 11 (2) failed to provide them with rest periods;
- 12 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 13 (4) failed to pay them at least minimum wage for all hours worked;
- 14 (5) failed to pay them overtime wages at the correct rate;
- 15 (6) failed to pay them double time wages at the correct rate;
- 16 (7) failed to pay them overtime and/or double time wages by failing to include all
17 applicable remuneration in calculating the regular rate of pay;
- 18 (8) failed to reimburse them for all necessary business expenses;
- 19 (9) failed to provide them with accurate written wage statements; and
- 20 (10) failed to pay them all of their final wages following separation of employment.

21 Based on these alleged violations, Plaintiffs now brings this representative action to recover civil
22 penalties, and related relief on behalf of themselves and all others similarly situated, all other
23 aggrieved employees, and the State of California.

24 **JURISDICTION AND VENUE**

25 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
26 actual damages, liquidated damages, restitution, and penalties sought by Plaintiffs from Defendants
27 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

28 3. Venue is proper in COUNTY OF KERN pursuant to Code of Civil Procedure §§

1 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
2 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
3 maintains offices, transacts business, and/or has an agent therein.

4 **PARTIES**

5 4. Plaintiffs are and was, and at all relevant times mentioned herein, an individual
6 residing in the State of California.

7 5. Plaintiffs are informed and believes, and thereupon alleges, that Defendant
8 SUNRUN INC. is, and at all relevant times mentioned herein, a Delaware Stock Corporation,
9 doing business in the State of California.

10 6. Plaintiffs are informed and believes, thereupon alleges, that Defendant SUNRUN
11 INSTALLATION SERVICES INC. is, and at all relevant times mentioned herein, a Delaware
12 Stock Corporation, doing business in the State of California.

13 7. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein
14 as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
15 Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants
16 when ascertained. Plaintiffs are informed and believes, and thereupon alleges, that each of the
17 fictitiously named defendants are responsible in some manner for the occurrences, acts and
18 omissions alleged herein and that Plaintiffs' alleged damages were proximately caused by these
19 defendants, and each of them. Plaintiffs will amend this complaint to allege both the true names
20 and capacities of the DOE defendants when ascertained.

21 8. Plaintiffs are informed and believes, and thereupon alleges that, at all relevant times
22 mentioned herein, some or all of the defendants were the representatives, agents, employees,
23 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
24 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
25 and scope of such relationship and with the full knowledge, consent, and ratification by such other
26 defendants.

27 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

28 9. Plaintiffs NICHOLAS MAIN worked for Defendants as an hourly, non-exempt

1 employee from approximately February 1, 2023 through October 10, 2025.

2 10. Plaintiffs JOSHUA RANGEL worked for Defendants as an hourly, non-exempt
3 employee from approximately June 7, 2023 through November 6, 2024.

4 **Missed Meal Periods**

5 11. Plaintiffs and the aggrieved employees were not provided with meal periods of at
6 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
7 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
8 shift with not enough workers; (3) imposing so much work on each employee such that it made it
9 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
10 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
11 meal and rest periods.

12 12. As a result of Defendants' policy, Plaintiffs and the aggrieved employees were
13 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
14 (5) hours worked due to complying with Defendants' productivity requirements that required
15 Plaintiffs and the aggrieved employees to work through their meal periods in order to complete
16 their assignments on time.

17 **Missed Rest Periods**

18 13. Plaintiffs and the aggrieved employees were not provided with rest periods of at
19 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
20 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
21 understaffing each work shift with not enough workers; (3) imposing so much work on each
22 employee such that it made it unlikely that an employee would be able to take their breaks if they
23 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
24 encouraged employees to take their meal and rest periods.

25 14. As a result of Defendants' policy, Plaintiffs and the aggrieved employees were
26 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
27 hours worked due to complying with Defendants' productivity requirements that required Plaintiffs
28 and the aggrieved employees to work through their rest periods in order to complete their

1 assignments on time.

2 **Expense Reimbursement**

3 15. Plaintiffs and the aggrieved employees were required to utilize their own personal
4 tools to perform their job duties.

5 16. Plaintiffs and the aggrieved employees were not reimbursed for business expenses
6 incurred in purchasing uniforms and/or using personal cellphones for work-related tasks.

7 17. In addition, Plaintiffs and the aggrieved employees were not paid at least two times
8 the minimum wage for all hours worked.

9 18. Defendants failed to reimburse Plaintiffs and the aggrieved employees for such
10 necessary business expenses incurred by them.

11 **Wage Statements**

12 19. Plaintiffs and the aggrieved employees were not provided with accurate wage
13 statements as mandated by law pursuant to Labor Code § 226.

14 20. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
15 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
16 clock” work were not included.

17 21. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
18 worked by the employee” were not accurately reflected in that all hours worked, including overtime
19 and “off-the-clock” work were not included.

20 22. Defendants failed to comply with Labor Code section 226(a)(4) as “all deductions”
21 were not accurately reflected in that deductions, even “aggregated and shown as one item,” were not
22 included.

23 23. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
24 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
25 clock” work were not included.

26 24. Defendants failed to comply with Labor Code section 226(a)(6) as “the inclusive
27 dates of the period for which the employee is paid” were not included.

28 25. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable

1 hourly rates in effect during the pay period and the corresponding number of hours worked at each
2 hourly rate by the employee” were not accurately reflected in that all hours worked, including
3 overtime and “off-the-clock” work were not included.

4 **FIRST CAUSE OF ACTION**

5 **CIVIL PENALTIES**

6 **(Lab. Code §§ 2698 *et seq.*)**

7 26. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

8 27. During the applicable limitations period, Defendants have violated Labor Code §§
9 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

10 28. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
11 themselves and other current and former employees, to bring a representative civil action to recover
12 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
13 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

14 29. Plaintiffs, a former employee against whom Defendants committed one or more of
15 the alleged Labor Code violations during the applicable limitations period, is an aggrieved
16 employee within the meaning of Labor Code § 2699(c).

17 30. Plaintiffs have complied with the procedures for bringing suit specified in Labor
18 Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
19 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiffs with any notice of an
20 intent to investigate.

21 31. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seeks the following civil
22 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
23 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 24 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
25 and 2802, one hundred dollars (\$100) for each employee per pay period for
26 each initial violation and two hundred dollars (\$200) for each employee per
27 pay period for each subsequent violation (penalties set by Labor Code §
28 2699(f)(2));

- 1 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
2 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 3 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
4 employee for each initial violation that was neither willful nor intentional,
5 two hundred dollars (\$200) for each employee, plus 25% of the amount
6 unlawfully withheld from each employee, for each initial violation that was
7 either willful or intentional, and two hundred dollars (\$200) for each
8 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
9 from each employee, for each subsequent violation, regardless of whether the
10 subsequent violation was either willful or intentional (penalties set by Labor
11 Code § 210);
- 12 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
13 employee for each initial violation that was neither willful nor intentional,
14 two hundred dollars (\$200) for each employee, plus twenty-five percent
15 (25%) of the amount unlawfully withheld from each employee, for each
16 initial violation that was either willful or intentional, and two hundred dollars
17 (\$200) for each employee, plus twenty-five percent (25%) of the amount
18 unlawfully withheld from each employee, for each subsequent violation,
19 regardless of whether the subsequent violation was either willful or
20 intentional (penalties set by Labor Code § 225.5);
- 21 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
22 citation, two hundred and fifty dollars (\$250) for each employee for each
23 violation. Alternatively, if an initial citation or its equivalent occurred before
24 the filing of this action, one thousand dollars (\$1,000) for each employee for
25 each violation (penalties set by Labor Code § 226.3);
- 26 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
27 employee for each initial pay period for which the employee was underpaid,
28 and one hundred dollars (\$100) for each employee for each subsequent pay

1 period for which the employee was underpaid (penalties set by Labor Code §
2 558);

3 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
4 aggrieved employee for each initial violation of Labor Code § 1197 that was
5 intentional and two hundred and fifty dollars (\$250) for each aggrieved
6 employee per pay period for each subsequent violation of Labor Code §
7 1197, regardless of whether the initial violation was intentional (penalties set
8 by Labor Code § 1197.1);

9 viii. Pursuant to Labor Code § 2699(g), Plaintiffs seeks an award of reasonable
10 attorneys' fees and costs in connection with Plaintiffs' claims for civil
11 penalties.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and the
14 general public, prays for relief and judgment against Defendants as follows:

- 15 (1) Declaratory relief;
16 (2) Pre-judgment interest;
17 (3) Civil penalties;
18 (4) Costs of suit;
19 (5) Reasonable attorneys' fees; and
20 (6) Such other relief as the Court deems just and proper.

21
22 Dated: January 26, 2026

SETAREH LAW GROUP

23
24 
25 _____
26 SHAUN SETAREH
27 VICTORIA MAS
28 Attorneys for Plaintiffs
NICHOLAS MAIN and JOSHUA RANGEL