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December 17, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Senga Energy, LLC
2201 Francisco Drive Ste, 140-287
El Dorado Hills, CA 95762

Richard Day
2201 Francisco Drive Ste, 140-287
El Dorado Hills, CA 95762

Re: *McCrary v. Senga Energy, LLC*

Dear Senga Energy, LLC:

This office represents Timothy McCrary. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq*.

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff Timothy McCrary is bringing, seeking relief for Defendant Senga Energy, LLC's violations of the California Business & Professions Code §§ 17200 *et seq*., including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated—solar installation workers employed by Senga Energy in California—to recover wages from Defendant due to Defendant's systematic failure to: (1) pay overtime wages; (2) pay minimum wages; (3) provide compliant meal periods or pay statutory premium compensation; (4) provide compliant rest periods or pay statutory premium compensation; (5) issue accurate itemized wage statements; (6) reimburse business expenses for vehicle use and cell phone usage; (7) allow inspection of employment records as required by law; and (8) engage in unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Senga Energy, LLC. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code §§ 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 16)

Defendant was required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendant failed to pay Plaintiff and the Class for any off the clock work they performed.

Defendant required Plaintiff and the Class to regularly perform compensable tasks pre-shift and post-shift off-the-clock for which they did not receive any compensation. Specifically, at all times relevant, Plaintiff and Class members consistently worked hours for which they were not paid because Plaintiff and Class members were required to arrive 10-15 minutes early to prepare for work before clocking in. This pre-shift time was spent at various solar installation sites in El Dorado Hills, Placerville, and surrounding areas preparing for the workday.

Further, Plaintiff and Class members engaged in post-shift work activities when off the clock. Plaintiff and Class members were frequently required to perform work after clocking out when asked by management. This post-shift work occurred on a regular basis throughout their employment.

Additionally, Plaintiff and Class members were required to use their personal cellphones both on and off the clock for work-related activities, such as texting and calling supervisors, coworkers, and clients. These cellphone activities were necessary for the discharge of their duties and occurred regularly during and outside of their recorded work hours.

Defendant's timekeeping system via app on phone did not capture this off-the-clock time. As a result, and because they improperly treated such pre-shift, post-shift, and cellphone activities as non-compensable, Defendant failed to compensate Plaintiff and the Class for such time.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for their off the clock work.

B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE

(Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 16)

Under California law, non-exempt employees as defined by Wage Order No. 16, are entitled to premium wages for overtime worked. Under California law, an hourly paid employee is entitled to overtime pay when they exceed eight hours of work in a single day, exceed 40 hours of work in a week or work seven days in a row. Additionally, employees are entitled to double-time pay for hours worked over twelve hours in a single day.

Defendant maintained an alternate workweek election schedule (4/10) but allegedly filed the election with the Division of Industrial Relations approximately seven months late, potentially invalidating the election and requiring overtime pay for hours over eight hours per day. If the alternate workweek election is invalid, Defendant was required to pay overtime for all hours worked over eight (8) hours per day and double-time for hours worked over twelve (12) hours per day.

Additionally, Plaintiff and Class members typically worked a fifth day each week, working approximately 45 hours per week with approximately 15 hours of overtime weekly. However, Defendant failed to pay overtime or double-time for these hours as required by Labor Code § 510 and IWC Wage Order No. 16.

Further, Plaintiff and Class members engaged in off the clock work, including required early arrival of 10-15 minutes and post-shift work performed after clocking out. Plaintiff and Class members were not paid overtime for their off the clock work.

As a result, during this period, it was the practice and policy of Defendant to not pay employees at appropriate overtime rates. Monies for unpaid overtime remain due and owing.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order No. 16)

Defendant failed to satisfy minimum wage requirements. As a result of not being afforded compliant meal breaks and rest breaks, Plaintiff and members of the Class were paid less than minimum wage. Further, as a result of not being paid for off the clock work including required early arrival of 10-15 minutes and post-shift work performed after clocking out, Plaintiff and members of the Class were paid less than minimum wage for all hours actually worked.

This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 16.

D. FAILURE TO PROVIDE MEAL PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 16)

Defendant failed to provide compliant meal periods to Plaintiff and Class members in violation of Labor Code § 226.7 and Wage Order No. 16. Plaintiff and Class members' meal breaks were NOT actually provided despite automatic 30-minute deductions from their time records. Plaintiff and Class members' meal breaks consisted of driving to the next job site and eating in their vehicles while traveling between solar installation work locations.

Defendant had an unlawful policy and procedure of automatically deducting ("auto-deduct") 30 minutes for meal periods from employees' daily hours even though employees' meal periods were not compliant. This auto-deduct policy was unlawful and did not account for whether meal periods were actually timely provided, whether employees were able to take their meal periods at all, whether they were free from duty, and whether they were free from interruption for the full 30 minutes. As a result of this policy, Defendant failed to compensate these employees with at least minimum wage rate for all time worked when their daily hours were automatically reduced even though employees did not receive compliant meal periods.

Plaintiff and Class members' time records show no clock in/out for meal breaks, yet automatic 30-minute deductions were applied to their time records. During these purported meal periods, Plaintiff and Class members were not relieved of all duties and were not free from work responsibilities as they were driving to the next job site.

By virtue of Defendant's unlawful failure to provide legally compliant meal periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 16)

Defendant failed to provide compliant rest periods as required by Labor Code § 226.7 and Wage Order No. 16. Plaintiff and Class members were not afforded compliant 10-minute rest breaks as required by law.

Plaintiff and Class members did not receive two rest breaks during their shifts. At all times relevant, Plaintiff and members of the Class worked approximately 9 hours daily, often working 5 days per week for 45 hours total. Despite working shifts of approximately 9 hours, Plaintiff and Class members failed to receive the required two 10-minute rest breaks per shift.

By virtue of Defendant's unlawful failure to provide compliant rest periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code § 226; IWC Wage Order No. 16)

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with bi-weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime compensation, minimum wages and premium pay for meal and rest periods not afforded, were not included in gross wages earned by Plaintiff and members of the Class.

Time records did not accurately reflect hours worked because of automatic meal period deductions without actual clock in/out times for meal breaks, and off-the-clock work was not captured in Defendant's timekeeping system. As a result, wage statements failed to include overtime wages for hours over eight (8) hours per day and over twelve (12) hours per day due to the allegedly invalid alternate workweek election, minimum wages for off-the-clock work including required early arrival and post-shift work, and meal and rest period premiums.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation, minimum wages and premium pay for meal and rest periods not afforded, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code § 2802; IWC Wage Order No. 16)

Defendant was aware that Plaintiff and Class members were using their personal vehicles and cell phones for business, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code § 2802. Plaintiff and Class members used personal vehicles to travel between job sites at various solar installation locations and to run errands for Defendant, incurring gas and mileage expenses that were not reimbursed. Additionally, Plaintiff and Class members used personal cell phones for work purposes including work-related communications and activities.

Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class members for their work-related vehicle expenses including gas and mileage, and for their personal cellphone usage for work-related purposes.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

H. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code § 1198.5; IWC Wage Order No. 16)

On or about December 12, 2025, Plaintiff's counsel issued a written request to Defendant for copies of his personnel records. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiff's hours worked, wage statements and compensation.

Defendant has failed and refused to permit Plaintiff to have access to copies of his records within the statutory timeframe. Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for Defendant's compliance.

As a result of Defendant's failure and refusal to permit Plaintiff to have full access to his records, Plaintiff will seek injunctive relief in the form of an order or decree mandating Defendant's compliance with Labor Code § 1198.5(b)(1) and recovery of statutory penalties of seven hundred fifty dollars ($750) pursuant to Labor Code § 1198.5(k).

I. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. These unfair and unlawful business practices include failure to pay overtime wages for hours worked over eight (8) hours per day due to an allegedly invalid alternate workweek election and for the fifth day worked each week, failure to pay minimum wages for off-the-clock work and meal break deductions without actual breaks being provided, failure to provide compliant meal periods or pay premium compensation where meal breaks consisted of driving to the next job site and eating in vehicles, failure to provide compliant rest periods or pay premium compensation, failure to furnish accurate itemized wage statements, failure to reimburse business expenses including vehicle use and personal cellphone use for work purposes, and failure to allow inspection of employment records.

All the acts described are violations of, among other things, the Labor Code and IWC Wage Order No. 16, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. <u>CONCLUSION</u>

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq*. By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

Kevin A. Lipeles, Esq.