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By: I. Alonso Deputy

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BURDETTE, individually, and on behalf of
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

BRADLEY BURDETTE, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

BONAVIST ASSOCIATES, INC. D/B/A
SOLAR REPUBLIC, a California corporation;
BONAVIST GROUP LLC D/B/A SOLAR
REPUBLIC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **26CV003931**

CLASS ACTION

COMPLAINT:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wage
5. Failure to Pay All Wages Due to Discharged or Quitting Employees
6. Failure to Provide Accurate Itemized Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices
9. Breach of Contract

DEMAND FOR JURY TRIAL

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1 and internet connection.

2 6. DEFENDANTS promised that employees would obtain certain commissions
3 based on the completed appointments they set and solar unit installations that resulted from such
4 appointments, but failed to provide these benefits. For instance, DEFENDANTS promised
5 PLAINTIFF that he would receive \$100 for every appointment he set and that was completed—
6 regardless of whether a solar unit was installed. However, DEFENDANTS only paid
7 PLAINTIFF approximately \$2,250 for approximately 32 completed appointments. Based on
8 DEFENDANTS' promise, PLAINTIFF was supposed to receive \$3,200 for 32 completed
9 appointments. Further, DEFENDANTS promised to pay PLAINTIFF commissions for each
10 solar unit installation that resulted from the completed appointments. However,
11 DEFENDANTS did not pay PLAINTIFF for the installation of the approximately five (5) solar
12 units of which PLAINTIFF believes were in fact installed.

13 7. DEFENDANTS promised that PLAINTIFF and class members would be paid
14 on specific dates, but failed to pay PLAINTIFF and class members on the promised dates.

15 **DEFENDANTS**

16 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
17 BONAVID ASSOCIATES, INC. D/B/A SOLAR REPUBLIC is and was at all times relevant
18 hereto a corporation organized and existing under the laws of the State of California.
19 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
20 BONAVID ASSOCIATES, INC. D/B/A SOLAR REPUBLIC is authorized to conduct
21 business in the State of California, and does conduct business in the State of California.
22 DEFENDANT BONAVID ASSOCIATES, INC. D/B/A SOLAR REPUBLIC conducts
23 business in, engages in illegal payroll practices or policies in, and maintains its headquarters in
24 the County of Sacramento, California.

25 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
26 BONAVID GROUP LLC D/B/A SOLAR REPUBLIC is and was at all times relevant hereto
27 a limited liability company organized and existing under the laws of the State of California.
28 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT

1 BONA VIST GROUP LLC D/B/A SOLAR REPUBLIC was authorized to conduct business in
2 the State of California, and did conduct business in the State of California until on or about May
3 1, 2025. DEFENDANT BONA VIST GROUP LLC D/B/A SOLAR REPUBLIC conducted
4 business in, engaged in illegal payroll practices or policies in, and maintained its headquarters
5 in the County of Sacramento, California until on or about May 1, 2025.

6 10. The true names and capacities of DOES 1 through 100, inclusive, are unknown
7 to PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under
8 fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each
9 DEFENDANT designated as a DOE is highly responsible in some manner for the events and
10 happenings referred to herein, and legally caused the injuries and damages alleged in this
11 Complaint. PLAINTIFF will seek leave of the court to amend this Complaint to allege their
12 true names and capacities when ascertained. The DEFENDANTS, and each of them, were alter
13 egos of each other and/or engaged in an integrated enterprise with each other. Additionally, all
14 of the DEFENDANTS were joint employers of PLAINTIFF.

15 11. There exists, and at all times herein mentioned existed, a unity of interest and
16 ownership between the named DEFENDANTS, including DOES, such that any corporate
17 individuality and separateness between the named DEFENDANTS have ceased, and that the
18 named DEFENDANTS are alter egos in that the named DEFENDANTS effectively operate as
19 a single enterprise, or are mere instrumentalities of one another.

20 12. At all material times herein, each DEFENDANT was the agent, servant, co-
21 conspirator and/or employer of each of the remaining DEFENDANTS, acted within the
22 purpose, scope, and course of said agency, service, conspiracy and/or employment and with the
23 express and/or implied knowledge, permission, and consent of the remaining DEFENDANTS,
24 and ratified and approved the acts of the other DEFENDANTS. However, each of these
25 allegations is deemed an alternative theory whenever not doing so would result in a
26 contradiction with the other allegations.

27 13. Whenever reference is made in this Complaint to any act, deed, or conduct of
28 DEFENDANTS, the allegation means that DEFENDANTS engaged in the act, deed, or conduct

1 by or through one or more of their officers, directors, agents, employees, or representatives who
2 was actively engaged in the management, direction, control, or transaction of DEFENDANTS'
3 ordinary business and affairs.

4 14. As to the conduct alleged herein, each act was authorized, ratified or directed by
5 DEFENDANTS' officers, directors, or managing agents.

6 15. At all relevant times herein, PLAINTIFF and other class members were
7 employed by DEFENDANTS under employment agreements that were partly written, partly
8 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
9 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
10 paying PLAINTIFF and other class members all wages earned and due, through methods and
11 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
12 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
13 itemized statements for each pay period; failing to properly compensate PLAINTIFF and other
14 class members for necessary expenditures; and requiring, permitting or suffering the employees
15 to work off the clock, in violation of the California Labor Code and the applicable Welfare
16 Commission ("IWC") Orders.

17 16. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person
18 acting on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate,
19 any provision regulating minimum wages or hours and days of work in any order of the
20 Industrial Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

21 17. As a direct and proximate result of the unlawful actions of DEFENDANTS,
22 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet
23 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

24 **JURISDICTION AND VENUE**

25 18. The Superior Court of the State of California has jurisdiction in this matter
26 because DEFENDANTS are qualified to do business in California and regularly conduct
27 business in California. In addition, the contract executed by PLAINTIFF and DEFENDANTS
28 specifies that it is "governed by and construed in accordance with the laws of the State of

1 California . . .” Further, no federal question is at issue because the claims are based solely on
2 California law.

3 19. Venue is proper in this judicial district and the County of Sacramento, California
4 because PLAINTIFF and class members performed work for DEFENDANTS’ business in the
5 County of Sacramento, DEFENDANTS transact business in the County of Sacramento,
6 DEFENDANTS’ headquarters is located in the County of Sacramento, and DEFENDANTS’
7 illegal payroll policies and practices, which are the subject of this action, were applied, at least
8 in part, to employees in the County of Sacramento.

9 **CLASS ACTION ALLEGATIONS**

10 20. PLAINTIFF brings this action on behalf of himself and all current and former
11 non-exempt employees of DEFENDANTS working as Appointment Setters, sales persons, or
12 in similar non-exempt positions for DEFENDANTS’ business in the State of California
13 (“CLASS MEMBERS”) at any time within the period beginning four (4) years prior to the filing
14 of this Complaint and ending at the time this action settles or proceeds to final judgment
15 (“CLASS PERIOD”).

16 21. This action is appropriately suited for a Class Action because:

17 a. The potential class is a significant number. Joinder of all current and
18 former employees individually would be impractical.

19 b. This action involves common questions of law and fact to the potential
20 class because the action focuses on the DEFENDANTS’ systematic course of illegal payroll
21 practices and policies, which was applied to all hourly employees, including employees
22 misclassified as independent contractors, in violation of the California Labor Code, IWC Wage
23 Orders, and the California Business and Professions Code which prohibits unfair business
24 practices arising from such violations.

25 c. The claims of PLAINTIFF are typical of the class because
26 DEFENDANTS subjected all of their hourly employees, including employees misclassified as
27 independent contractors, to identical violations of the California Labor Code and California
28 Business and Professions Code as set forth herein.

1 d. PLAINTIFF is able to fairly and adequately protect the interests of all
2 members of the class because it is in PLAINTIFF'S best interests to prosecute the claims alleged
3 herein to obtain full compensation due to PLAINTIFF for all services rendered and hours
4 worked.

5 **FIRST CAUSE OF ACTION**

6 **Failure to Provide Required Meal Periods**

7 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]**

8 **(Against All DEFENDANTS)**

9 22. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
10 the allegations in the foregoing paragraphs.

11 23. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
12 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
13 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
14 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
15 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor
16 Code § 226.7, 512 and IWC Wage Order No. 4-2001, § 11.

17 24. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC
18 Wage Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS
19 who were not provided with a meal period, in accordance with the applicable wage order, one
20 (1) additional hour of compensation at each employee's regular rate of pay for each workday
21 that a meal period was not provided.

22 25. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
23 1197, and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS
24 MEMBERS for all hours worked during their meal periods.

25 26. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
26 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
27 earned and due, interest, penalties, expenses, and costs of suit.

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[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]

(Against All DEFENDANTS)

27. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

28. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

29. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

30. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

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[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]

(Against All DEFENDANTS)

31. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

32. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for

1 the first eight (8) hours on the seventh consecutive workday, with double time for all hours
2 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of
3 eight (8) hours on the seventh consecutive day of work in any workweek.

4 33. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
6 Order No. 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
7 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
8 foregoing provisions of the California Labor Code and IWC Wage Order by, among other
9 things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
10 provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3;
11 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock;
12 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal
13 and rest breaks; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records;
14 failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and
15 other methods to be discovered.

16 34. In violation of California law, DEFENDANTS have knowingly and willfully
17 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for
18 all wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS
19 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
20 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
21 seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their
22 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
23 this Court.

24 35. DEFENDANTS' conduct described herein violates California Labor Code §§
25 510, 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor
26 Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California
27 Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to
28 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,

attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]

(Against All DEFENDANTS)

36. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

37. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

38. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

39. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged or Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against All DEFENDANTS)**

5 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
6 the allegations in the foregoing paragraphs.

7 41. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California
9 Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages
10 accrued and unpaid at the time of discharge are due and payable immediately.

11 42. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours previous notice of his or
14 her intention to quit, in which case the employee is entitled to his or her wages at the time of
15 quitting.

16 43. California Labor Code § 203 provides that if an employer willfully fails to pay,
17 in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
18 discharged or who quits, the employer is liable for waiting time penalties in the form of
19 continued compensation to the employee at the same rate for up to 30 workdays.

20 44. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay
21 accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance
22 with California Labor Code §§ 201 and 202.

23 45. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
24 statutory penalties, including the waiting time penalties provided in California Labor Code §
25 203, together with interest thereon, as well as other available remedies.

26 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,
27 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
28 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are

entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226; IWC Wage Order No. 4-2001, § 7]

(Against All DEFENDANTS)

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

48. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 4-2001, § 7.

49. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a). PLAINTIFF requested itemized wage statements from DEFENDANTS multiple times. However, DEFENDANTS never provided PLAINTIFF with an itemized wage statement at any time.

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against All DEFENDANTS)**

6 51. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
7 the allegations in the foregoing paragraphs.

8 52. California Labor Code § 2802(a) requires an employer to indemnify an
9 employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
11 the employer.

12 53. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
13 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses
14 incurred in direct consequence of the discharge of their duties while working under the direction
15 of DEFENDANTS, including but not limited to cellular phones, office equipment, and internet
16 connection, and other employment-related expenses, in violation of California Labor Code §
17 2802.

18 54. As a proximate result of DEFENDANTS' unlawful actions and omissions,
19 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
20 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
21 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
22 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
23 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
24 available remedies.

25 **EIGHTH CAUSE OF ACTION**

26 **Unfair and Unlawful Business Practices**

27 **[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]**

28 **(Against All DEFENDANTS)**

1 55. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
2 the allegations in the foregoing paragraphs.

3 56. Each and every one of DEFENDANTS' acts and omissions in violation of the
4 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
5 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
6 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure
7 and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
8 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
9 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements
10 and to maintain required records, and DEFENDANTS' failure and refusal to indemnify
11 PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in
12 discharging their duties constitutes unfair and unlawful business practices under California
13 Business and Professions Code § 17200 *et seq.*

14 57. DEFENDANTS' violations of California wage and hour laws constitute a
15 business practice because DEFENDANTS' aforementioned acts and omissions were done
16 repeatedly over a significant period of time, and in a systematic manner, to the detriment of
17 PLAINTIFF and CLASS MEMBERS.

18 58. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
19 rest periods, and other benefits as required by the California Labor Code, the California Code
20 of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
21 record, report, and pay the correct sums of assessment to the state authorities under the
22 California Labor Code and other applicable regulations.

23 59. As a result of DEFENDANTS' unfair and unlawful business practices,
24 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the
25 expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS
26 should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
27 MEMBERS.

28 60. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and

1 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
2 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
3 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
4 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
5 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
6 jurisdiction of this Court.

7 **NINTH CAUSE OF ACTION**

8 **Breach of Contract**

9 **(Against All DEFENDANTS)**

10 61. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
11 the allegations in the foregoing paragraphs.

12 62. DEFENDANTS breached their contracts with PLAINTIFF and class members
13 when, as described herein, DEFENDANTS failed to pay commissions to PLAINTIFF and
14 CLASS MEMBERS despite express contractual promises to do so.

15 63. DEFENDANTS breached their contracts with PLAINTIFF and CLASS
16 MEMBERS when DEFENDANTS promised PLAINTIFF and CLASS MEMBERS would be
17 paid on specific dates, but DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS
18 on the promised dates.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons
21 similarly situated, by his attorneys, respectfully prays for relief against DEFENDANTS and
22 DOES 1 through 100, inclusive, and each of them, as follows:

- 23 1. For compensatory damages in an amount to be ascertained at trial;
- 24 2. For restitution of all monies due to PLAINTIFF, including the disgorged profits
25 from the unfair and unlawful business practices of DEFENDANTS;
- 26 3. For meal and rest period compensation pursuant to California Labor Code §
27 226.7 and IWC Wage Order No. 4-2001;
- 28 4. For liquidated damages pursuant to California Labor Code § 1194.2;

5. For preliminary and permanent injunction enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful and unfair business practices complained of herein;
6. For actual and/or statutory damages and/or penalties pursuant to California Labor Code § 226(e);
7. For waiting time penalties pursuant to California Labor Code § 203;
8. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by California Labor Code §§ 226(e), 226.8 and 2699;
9. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336, and/or any other applicable provision providing for pre-judgment interest;
10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
11. For declaratory relief;
12. For injunctive relief;
13. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;
14. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and
15. For such other and further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: February 19, 2026

Respectfully submitted,

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THE KICK LAW FIRM, APC

By:



Taras Kick (State Bar. No. 143379)

Lauren Davis (State Bar. No. 294115)

Tyler Dosaj (State Bar No. 306938)

Attorneys for Plaintiff BRADLEY
BURDETTE, individually, and on behalf of
all others similarly situated