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13 BURDETTE, individually, and on behalf of
14 all others similarly situated and aggrieved

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SACRAMENTO**

17 BRADLEY BURDETTE, individually, and on
18 behalf of all others similarly situated and
19 aggrieved,

20 Plaintiff,

21 vs.

22 BONA VIST ASSOCIATES, INC. D/B/A
23 SOLAR REPUBLIC, a California corporation;
24 BONA VIST GROUP LLC D/B/A SOLAR
25 REPUBLIC, a California limited liability
26 company; and DOES 1 through 100, inclusive,

27 Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
04/28/2026
By: E. Leon Barrientos Deputy

Case No. 26CV003931

(Assigned to Hon. Judge Jill H.
Talley, Dept. 8A)

CLASS ACTION

FIRST AMENDED 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
10. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

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5. DEFENDANTS failed to reimburse PLAINTIFF and class members for necessary business expenditures, including but not limited to cellular phones, office equipment, and internet connection.

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

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

DEFENDANTS

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

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

1 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
2 BONAVID GROUP LLC D/B/A SOLAR REPUBLIC was authorized to conduct business in the
3 State of California, and did conduct business in the State of California until on or about May 1,
4 2025. DEFENDANT BONAVID GROUP LLC D/B/A SOLAR REPUBLIC conducted business
5 in, engaged in illegal payroll practices or policies in, and maintained its headquarters in the County
6 of Sacramento, California until on or about May 1, 2025.

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

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

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

28 13. Whenever reference is made in this Complaint to any act, deed, or conduct of

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

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

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

17 16. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
18 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
19 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
20 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 because
26 DEFENDANTS are qualified to do business in California and regularly conduct business in
27 California. In addition, the contract executed by PLAINTIFF and DEFENDANTS specifies that
28 it is "governed by and construed in accordance with the laws of the State of California . . ." Further,

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

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

8 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

9 20. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
10 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and
11 former non-exempt aggrieved employees of DEFENDANTS working as Appointment Setters,
12 sales persons, or in any other non-exempt positions in the State of California at any time within
13 the period beginning one year prior to the filing of PLAINTIFF'S Labor and Workforce
14 Development Agency ("LWDA") letter concerning this action and ending at the time this action
15 settles or proceeds to final judgment ("PENALTY PERIOD").

16 21. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
17 on February 20, 2026 to the California Labor and Workforce Development Agency ("LWDA")
18 and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC
19 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
20 violations. PLAINTIFF is informed and believes and thereon alleges that sixty-five (65) or more
21 days have passed since the submission and postmark date of this LWDA letter, and the LWDA
22 has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.
23 Accordingly, PLAINTIFF has complied with all of the requirements set forth in California Labor
24 Code § 2699.3 to commence a representative action under PAGA.

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CLASS ACTION ALLEGATIONS

22. PLAINTIFF brings this action on behalf of himself and all current and former non-exempt employees of DEFENDANTS working as Appointment Setters, sales persons, or in any other non-exempt positions for DEFENDANTS' businesses in the State of California ("CLASS MEMBERS") at any time within the period beginning four (4) years prior to the filing of this Complaint and ending at the time this action settles or proceeds to final judgment ("CLASS PERIOD").

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

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

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

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

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

24. PLAINTIFF brings the First through Ninth causes of action against DEFENDANTS, individually, and on behalf of others similarly situated as a class action pursuant to Code of Civil Procedure § 382, and seeks an order certifying this action as a class action for a Class defined, or as later defined in narrowed subclasses as follows, and reserves the right to amend the class definition:

1 All persons who worked for DEFENDANTS' businesses in California as non-exempt
2 employees at any time during the period beginning four (4) years prior to the filing of this
3 action and ending on the date the class is certified or on a date fixed by the Court.

4 **FIRST CAUSE OF ACTION**

5 **Failure to Provide Required Meal Periods**

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

7 **(Against All DEFENDANTS)**

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

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

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

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

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

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

4 36. 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 things:
9 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
10 California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, permitting
11 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
12 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; failing to
13 properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate
14 itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

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

22 38. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
23 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code
24 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
25 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
26 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
27 expenses, and costs of suit.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

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

4 **(Against All DEFENDANTS)**

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

7 40. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-
8 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
9 in a payroll period is unlawful.

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

17 42. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
18 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned
19 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
20 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2,
21 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF
22 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
23 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

24 **FIFTH CAUSE OF ACTION**

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

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

27 **(Against All DEFENDANTS)**

28 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

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

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

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

14 47. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
15 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
16 California Labor Code §§ 201 and 202.

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

20 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
21 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
22 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled
23 to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to
24 California Labor Code §§ 1194 and 2699.

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1 **SIXTH CAUSE OF ACTION**

2 **Failure to Provide Accurate Itemized Wage Statements**

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

4 **(Against All DEFENDANTS)**

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

7 51. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
8 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
9 writing showing each employee's gross wages earned, total hours worked, all deductions made,
10 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
11 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
12 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
13 § 226 and IWC Wage Order No. 4-2001, § 7.

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

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

3 **[Cal. Labor Code § 2802]**

4 **(Against All DEFENDANTS)**

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

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

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

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

21 **EIGHTH CAUSE OF ACTION**

22 **Unfair and Unlawful Business Practices**

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

24 **(Against All DEFENDANTS)**

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

27 59. Each and every one of DEFENDANTS' acts and omissions in violation of the
28 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not

1 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
2 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
3 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
4 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
5 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements and to maintain
6 required records, and DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS
7 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties
8 constitutes unfair and unlawful business practices under California Business and Professions Code
9 § 17200 *et seq.*

10 60. DEFENDANTS' violations of California wage and hour laws constitute a business
11 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
12 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
13 CLASS MEMBERS.

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

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

24 63. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
25 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
26 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS
27 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
28 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS

1 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

2 **NINTH CAUSE OF ACTION**

3 **Breach of Contract**

4 **(Against All DEFENDANTS)**

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

7 65. DEFENDANTS breached their contracts with PLAINTIFF and class members
8 when, as described herein, DEFENDANTS failed to pay commissions to PLAINTIFF and CLASS
9 MEMBERS despite express contractual promises to do so.

10 66. DEFENDANTS breached their contracts with PLAINTIFF and CLASS
11 MEMBERS when DEFENDANTS promised PLAINTIFF and CLASS MEMBERS would be paid
12 on specific dates, but DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS on the
13 promised dates.

14 **TENTH CAUSE OF ACTION**

15 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

16 **[Cal. Labor Code §§ 2698-2699.5]**

17 **(Against All DEFENDANTS)**

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

20 68. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
21 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
22 current and former employees of DEFENDANTS pursuant to the procedures specified in
23 California Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were
24 employed by DEFENDANTS and one or more of the alleged violations of the California Labor
25 Code were committed against PLAINTIFF during the PENALTY PERIOD.

26 69. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
27 Code §§ 2698–2699.5, PLAINTIFF is entitled to recover civil penalties, including but not limited
28 to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC

1 Wage Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the violations
2 set forth above, including but not limited to:

- 3 a. Willfully misclassifying PLAINTIFF and other current and former employees
4 as independent contractors instead of non-exempt employees in violation of
5 Labor Code § 226.8;
- 6 b. Failing to properly compensate PLAINTIFF and other current and former
7 employees for missed meal periods in violation of California Labor Code §§
8 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 4;
- 9 c. Failing to properly compensate PLAINTIFF and other current and former
10 employees for missed rest periods in violation of California Labor Code §§
11 226.7 and 512 and IWC Wage Order No. 4;
- 12 d. Failing to properly compensate PLAINTIFF and other current and former
13 employees for all overtime hours worked in violation of California Labor Code
14 §§ 226, 510, 1194, 1197 and IWC Wage Order No. 4;
- 15 e. Failing to compensate PLAINTIFF and other current and former employees at
16 a wage rate at least equal to the California minimum wage for each hour worked
17 in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and
18 IWC Wage Order No. 4;
- 19 f. Failing to maintain required records in violation of California Labor Code §§
20 1174-1174.5;
- 21 g. Failing to provide PLAINTIFF and other current and former employees with
22 accurate itemized wage statements that set forth the wage rate paid for each
23 hour worked, in violation of California Labor Code § 226;
- 24 h. Failing to properly compensate PLAINTIFF and other current and former
25 employees for all wages when due in violation of California Labor Code §§
26 201, 202, and 204; and
- 27 i. Failing to indemnify PLAINTIFF and other current and former employees for
28 necessary expenditures incurred in discharge of duties in violation of California

Labor Code § 2802.

70. These penalties are in addition to any other relief available under the Labor Code. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalty is established: one hundred dollars (\$100) for each aggrieved employee per pay period. PLAINTIFF is entitled to such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802.

PRAYER FOR RELIEF

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

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF, including the disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 4-2001;
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: April 27, 2026

Respectfully submitted,

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 and aggrieved

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