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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JEFFREY COWART, an individual, on behalf of	}	Case No.: 26CV010989
himself, the State of California, and all other		
aggrieved employees,		
Plaintiff,		
vs.	}	REPRESENTATIVE PAGA ACTION
OFF GRID ENERGY SOLUTIONS, LLC d/b/a		FIRST AMENDED COMPLAINT FOR:
AVEYO;		1.Failure to Pay Earned Wages and
AVEYO DIRECT, LLC;		Commissions — Lab. Code §§ 200, 204, 218,
CALIBER SOLAR, LLC;		218.5, 218.6
DISH ONE SATELLITE, LLC d/b/a CALIBER		2.Failure to Pay Minimum Wage — Lab. Code
SMART;		§§ 1182.12, 1194, 1194.2, 1197, 1197.1
RIVVIA, LLC;		3.Failure to Pay Overtime Wages — Lab. Code
MARC CRAM, an individual;	}	§§ 510, 1194, 1198; IWC Wage Order
	}	4.Waiting Time Penalties (Failure to Pay Wages
	}	on Separation) — Lab. Code §§ 201, 202, 203

GRANT MISER, an individual;
JEREMY HAMMOND, an individual;
DAVID ANDERSON, an individual;
SCOTT CHRISTENSEN, an individual
and DOES 1 through 50, inclusive,
Defendant(s)

5.Unlawful Deductions and Wage Clawbacks —
Lab. Code §§ 221, 223, 224
6.Failure to Reimburse Business Expenses —
Lab. Code § 2802
7.Failure to Provide Accurate Itemized Wage
Statements — Lab. Code § 226
8.Unlawful Charge to Employee for Workers'
Compensation Coverage – Lab. Code § 3751
9.Meal Period Violations — Lab. Code §§
226.7, 512; Wage Order 4, § 11
10. Rest Period Violations — Lab. Code §
226.7; Wage Order 4, § 12
11. Untimely Payment of Wages — Lab. Code
§§ 204, 210
12. Unfair Competition — Bus. & Prof. Code
§ 17200
13. Quantum Meruit / Unjust Enrichment, in
the alternative
14. Violation of the Private Attorneys General
Act — Lab. Code §§ 2698 et seq.

DEMAND FOR JURY TRIAL

INTRODUCTION

1. This is a representative enforcement action under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. (“PAGA”). Plaintiff Jeffrey Cowart brings this action individually for the wages, damages, and statutory penalties owed to him, and, as to the Fourteenth Cause of Action, as a proxy and agent of the State of California on behalf of himself and all other aggrieved employees, to remedy Defendants’ uniform, centrally administered practice of misclassifying their California solar

1 sales and sales-management workforce as “independent contractors,” “dealers,” or “affiliates,” and the
2 wage-and-hour violations that flowed directly from that misclassification.

3 2. Plaintiff Jeffrey Cowart (“Plaintiff”) through undersigned counsel, brings this action to recover
4 unpaid wages, earned commissions, unlawful deductions, unreimbursed business expenses, statutory
5 penalties, restitution, interest, attorney’s fees, costs, and other relief arising from Defendants’ (Off Grid
6 Energy Solutions, LLC d/b/a Aveyo; Aveyo Direct, LLC; Caliber Solar, LLC; Dish One Satellite, LLC
7 d/b/a Caliber Smart; Rivvia, LLC; Marc Cram; Grant Miser; Jeremy Hammond; David Anderson; Scott
8 Christensen; and Does 1 through 50, collectively referred to herein as “Defendants,” with the limited
9 liability company defendants collectively referred to as the “Entity Defendants” and the natural-person
10 defendants collectively referred to as the “Individual Defendants”) misclassification of Plaintiff as an
11 independent contractor while exercising employer-level control over his work in California.

12 3. For approximately four years, Plaintiff performed solar sales, branch management, recruiting,
13 sales oversight, customer management, project support, and related operational duties for Defendants in
14 California, including work centered in and around Rocklin, Roseville, Sacramento, and surrounding
15 California markets, which locations were assigned to Plaintiff by Defendants as Plaintiff’s base of
16 operations and his principal place of work.

17 4. Defendants labeled Plaintiff as an “independent contractor,” “affiliate,” “dealer,” or “branch
18 manager,” but the substance of the relationship was employment under California law. Defendants
19 controlled Plaintiff’s compensation, payment structure, commission calculations, sales systems,
20 territory, resources, software access, payroll processes, meetings, sales materials, financing
21 relationships, customer management processes, and branch operations.

22 5. Defendants’ own records contradict their classification position. Plaintiff’s pay history was
23 labeled “Independent Contractor Pay History Report,” yet Defendants deducted workers’ compensation
24 charges from Plaintiff’s pay over numerous pay periods. Defendants also provided or facilitated
25 employer-type benefits, including health insurance coverage, while shifting business costs and
26 operational expenses onto Plaintiff.

27 6. Defendants failed to pay Plaintiff earned commissions, including but not limited to commissions
28 and other wages owed for work Plaintiff performed in California, as further alleged below. Defendants

1 also made unlawful deductions and offsets from Plaintiff's wages and commissions, including alleged
2 line-of-credit repayments, rent, office costs, service fees, workers' compensation charges, and other
3 business expenses.

4 7. Plaintiff seeks relief under the California Labor Code, applicable Industrial Welfare Commission
5 ("IWC") Wage Orders, California Business and Professions Code § 17200, and related common-law
6 theories.

7 8. Defendants' misclassification of Plaintiff was not an isolated act directed at Plaintiff alone. On
8 information and belief, Defendants applied a single, uniform, company-wide classification policy to all
9 or substantially all of the persons who performed solar sales, team-lead, recruiting, and branch-
10 management work for them in California: Defendants classified them as independent contractors,
11 dealers, or affiliates; paid them exclusively on a commission, per-watt, or override basis with no
12 guaranteed hourly wage or salary; kept no record of the hours they worked; neither provided nor
13 authorized compliant meal or rest periods and paid no premium in lieu thereof; provided no paid sick
14 leave; issued them pay records captioned "INDEPENDENT CONTRACTOR PAY HISTORY
15 REPORT" that omitted the information Labor Code section 226 requires; deducted workers'
16 compensation premiums and other unauthorized amounts from their pay; refused to reimburse their
17 necessary business expenses; and failed to pay all wages due during the engagement and upon its end.
18 Those persons are aggrieved employees within the meaning of Labor Code section 2699(c).

19 9. Plaintiff brings the First through Thirteenth Causes of Action individually, on his own behalf.
20 Plaintiff brings the Fourteenth Cause of Action as a proxy and agent of the State of California, on behalf
21 of himself and all other aggrieved employees, to recover the civil penalties PAGA makes available for
22 the Labor Code violations alleged herein.

23 **PARTIES**

24 10. Plaintiff Jeffrey Cowart is an individual. During the relevant period, Plaintiff performed
25 substantial work in California for Defendants, including sales, management, recruiting, branch
26 operations, customer support, and project-related duties in the California solar market, which was
27 Plaintiff's principal place of business.
28

1 11. Plaintiff Jeffrey Cowart sues in two capacities: individually, for the wages, damages, statutory
2 penalties, and other relief owed to him; and as an aggrieved employee acting on behalf of the State of
3 California and all other aggrieved employees, pursuant to Labor Code sections 2698 et seq. Plaintiff was
4 subject to each of the uniform policies and practices addressed herein, and personally suffered each of
5 the Labor Code violations for which civil penalties are sought in the Fourteenth Cause of Action.

6 Plaintiff had no authority to adopt, set, alter, or waive any of the policies or practices challenged in this
7 Complaint.

8 12. Defendant Off Grid Energy Solutions, LLC d/b/a Aveyo, is a Utah limited liability company,
9 qualified to do business in California ("Aveyo"). At all times relevant, Aveyo was an employer of
10 Plaintiff and was responsible, in whole or in part, for Plaintiff's wages, working conditions, and
11 classification.

12 13. Defendant Aveyo Direct, LLC is a Utah limited liability company ("Aveyo Direct"). Aveyo
13 Direct is managed by Aveyo, shares offices with Aveyo, and, on information and belief, operates with
14 Entity Defendants as part of a unified or integrated enterprise doing business in California. On
15 information and belief, at all times relevant, Aveyo Direct was an employer of Plaintiff and was
16 responsible, in whole or in part, for controlling, managing, directing, compensating, or otherwise
17 benefiting from Plaintiff's work.

18 14. Defendant Caliber Solar, LLC is a Utah limited liability company ("Caliber Solar"). Caliber
19 Solar shares offices with Aveyo and, on information and belief, operates with the other Entity
20 Defendants as part of a unified or integrated enterprise doing business in California. On information and
21 belief, Caliber Solar is a predecessor, affiliate, or alter ego of Aveyo, and was the entity through which
22 Defendants administered payroll, processed deductions, and issued compensation records to Plaintiff
23 during portions of the relevant period. On information and belief, at all times relevant, Caliber Solar was
24 an employer, joint employer, or co-employer of Plaintiff and was responsible, in whole or in part, for
25 controlling, managing, directing, compensating, or otherwise benefiting from Plaintiff's work.

26 15. Defendant Dish One Satellite, LLC, doing business as Caliber Smart, is a Utah limited liability
27 company ("Caliber Smart"). Caliber Smart shares offices with Aveyo and, on information and belief,
28 operates with the other Entity Defendants as part of a unified or integrated enterprise doing business in

1 California. On information and belief, Caliber Smart is a predecessor, affiliate, or alter ego of Aveyo and
2 Caliber Solar within the same integrated enterprise, and shares common ownership, management, and
3 legal counsel with the other Entity Defendants. On information and belief, at all times relevant, Caliber
4 Smart was an employer, joint employer, or co-employer of Plaintiff and was involved in controlling,
5 managing, directing, compensating, or otherwise benefiting from Plaintiff's work.

6 16. Defendant Rivvia, LLC is a Utah limited liability company ("Rivvia"). On information and
7 belief, Rivvia shares common control with the other Entity Defendants and operates with them as part of
8 a unified or integrated enterprise doing business in California. On information and belief, Rivvia is an
9 affiliate or alter ego of Aveyo within the same integrated enterprise. On information and belief, at all
10 times relevant, Rivvia was an employer, joint employer, or co-employer of Plaintiff and was responsible,
11 in whole or in part, for controlling, managing, directing, compensating, or otherwise benefiting from
12 Plaintiff's work.

13 17. Defendant Marc Cram is an individual who is an owner and executive of Aveyo and, on
14 information and belief, exercised control over Plaintiff's working conditions, commission structures,
15 branch operations, recruit placement, compensation decisions, and/or payment practices.

16 18. Defendant Grant Miser is an individual who, on information and belief, served in an executive,
17 ownership, officer, or managing capacity and exercised control over Plaintiff's compensation, work
18 structure, operational resources, payment decisions, and classification.

19 19. Defendant Jeremy Hammond is an individual who, on information and belief, served in an
20 executive, ownership, officer, or managing capacity and exercised control over Plaintiff's compensation,
21 contracts, payment terms, operational authority, and classification.

22 20. Defendant David Anderson, at relevant, served in an executive, ownership, officer, or managing
23 capacity for Aveyo and exercised control over Plaintiff's compensation, classification, working
24 conditions, and the policies and practices alleged in this Complaint.

25 21. Defendant Scott Christensen, at relevant times, served in an executive, ownership, officer, or
26 managing capacity for Aveyo and exercised control over Plaintiff's compensation, classification,
27 working conditions, and the policies and practices alleged in this Complaint.

22. Plaintiff is ignorant of the true names and capacities of Defendants sued as DOES 1 through 50 and therefore sues those Defendants by fictitious names. Plaintiff will amend this Complaint when their true names and capacities are discovered.

23. At all relevant times, each Defendant was the agent, employee, employer, joint employer, alter ego, successor, predecessor, partner, joint venturer, representative, officer, manager, owner, or co-conspirator of the other Defendants and acted within the course and scope of that relationship, and subject to the California Labor Code and IWC Wage Orders. On information and belief, each Defendant knew of, consented to, authorized, ratified, or failed to prevent the conduct of the other Defendants alleged herein. On information and belief, the Entity Defendants further constituted a single integrated enterprise at all times relevant.

JURISDICTION AND VENUE

24. This Court has subject matter jurisdiction because Plaintiff seeks damages, penalties, restitution, equitable relief, and other relief under California law, including under the California Labor Code §§ 200, 201, 202, 203, 204, 218, 218.5, 218.6, 221, 223, 224, 226, 510, 558.1, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 3751; and the California Business and Professions Code § 17200 et seq. The amount in controversy exceeds the jurisdictional minimum of this Court.

25. This Court has personal jurisdiction over Defendants because the claims arise from Defendants' purposeful conduct directed toward California, including California solar sales, California branch operations, California customers, California installations, California commissions, California work performed by Plaintiff, California-based office operations, California-directed compensation, and California employment-related control.

26. Specific California contacts supporting personal jurisdiction over Defendants include, without limitation: (a) Defendants' use of California Contractors State License Board License #782366 (issued to Off Grid Energy Solutions / Aveyo) on customer-facing contracts in California, including contracts Plaintiff signed as company representative; (b) Defendants' contracts with named California consumers, including Kelsi Lanphear (2000 Camanche Road, Space 25, Ione, California 95640), Leeanne Stephens (2000 Camanche Road, Space 76, Ione, California 95640), and Donald Schwoerer (4801 Victory Mine Road, Placerville, California 95667), each of which involved residential solar installations performed on

1 California real property; (c) Defendants' submission of permit applications to, and Plaintiff's repeated in-
2 person appearances on behalf of Defendants at, the California Department of Housing and Community
3 Development on Aveyo's Lanphear and Stephens projects; (d) Defendants' coordination with local
4 California authorities having jurisdiction in Amador County and El Dorado County for inspection of
5 installations; (e) Defendants' receipt of Permission to Operate authorizations from Pacific Gas & Electric
6 Company, a California utility, for the California projects at issue; (f) Defendants' designation of a
7 Sacramento-region branch managed by Plaintiff as part of Aveyo's California operations; (g)
8 Defendants' employment of Plaintiff, and issues of an Aveyo company email address to Plaintiff
9 (jeffc@aveyo.com), and Aveyo-branded business cards bearing the title "Senior Vice President of
10 Sales," used by Plaintiff to represent Aveyo in California; and (h) Defendants' direction of
11 communications by telephone, email, and text message into California to Plaintiff, California customers,
12 California lenders, and California regulators throughout the relevant period.

13 27. Defendants purposefully availed themselves of California law and California markets by
14 recruiting, assigning, managing, compensating, and benefiting from Plaintiff's work in California solar
15 sales and branch operations.

16 28. Plaintiff performed substantial work for Defendants in California, including work in and around
17 the Rocklin, Roseville, and Sacramento regions. The relevant employment, commissions, customer
18 projects, branch operations, office expenses, recruiting, project management, and sales activities
19 occurred substantially in California. Plaintiff's work involved California customers, California sales
20 representatives, California solar installations, California branch management, California office expenses,
21 California operational resources, and California sales activity. The wage claims arise directly from this
22 California work. Plaintiff worked in California during the relevant periods of this complaint. Throughout
23 the relevant period, Plaintiff maintained a residential presence in California, including at the outset of
24 his employment with Defendants and during subsequent portions of the relevant period during which
25 Plaintiff held a long-term residential lease, and living arrangements in California. Plaintiff's principal
26 place of work was in California, and his base of operations was Defendants' office located in Rocklin,
27 California.

29. Venue is proper in the Superior Court of California, County of Sacramento, pursuant to Code of Civil Procedure §§ 395 and 395.5. A substantial part of the employment relationship, wage obligations, and conduct giving rise to Plaintiff's claims occurred in Sacramento County. Plaintiff performed substantial work for Defendants in Sacramento County, including recruiting and managing California sales representatives, conducting customer-facing sales activity, coordinating with lenders and vendors, and supporting residential solar projects. Defendants' wage and commission obligations to Plaintiff were incurred and were to be performed in Sacramento County, and Defendants' breaches of those obligations occurred in Sacramento County. Defendants are foreign limited liability companies and limited liability company affiliates that conducted substantial business in Sacramento County during the relevant period.

30. Plaintiff has exhausted the administrative prerequisites to bringing a representative action under PAGA. Pursuant to Labor Code section 2699.3, on or about May 6, 2026, Plaintiff gave written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission, setting forth the specific provisions of the Labor Code alleged to have been violated together with the facts and theories supporting each alleged violation. Plaintiff concurrently paid the seventy-five dollar (\$75.00) filing fee. On May 9, 2026, the notice was also sent to the Defendants by certified mail. More than sixty-five (65) calendar days have elapsed since Plaintiff's notice, and the LWDA has not provided notice of its intention to investigate the alleged violations. Accordingly, Plaintiff has satisfied Labor Code section 2699.3 and is authorized to commence a civil action under Labor Code section 2699 on behalf of himself and all other aggrieved employees. See Lab. Code § 2699.3(a)(2)(A).

31. For purposes of the Fourteenth Cause of Action, "Aggrieved Employees" means all persons who performed solar sales, sales-management, recruiting, team-lead, branch-management, or related services for any Defendant in California, and whom any Defendant classified, treated, or compensated as an independent contractor, dealer, affiliate, or other non-employee, at any time from one (1) year prior to the date of Plaintiff's LWDA notice through the date of judgment. Plaintiff is an Aggrieved Employee and personally suffered each of the Labor Code violations for which civil penalties are sought.

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FACTUAL ALLEGATIONS

A. Plaintiff's Work for Defendants

32. Plaintiff worked for Defendants from approximately the fall of 2021 through November 2025.

33. Plaintiff's principal place of work, and base of operations, was in California, including the Rocklin, Roseville, Sacramento, and surrounding regions.

34. Plaintiff's duties included direct solar sales, recruiting and onboarding sales representatives, managing and supervising sales personnel, overseeing branch operations, coordinating customer accounts, supporting projects through final installation and Permission to Operate, and resolving customer service issues.

35. In or about October 2023, Plaintiff assumed the role of Branch Manager of Defendants' Sacramento branch.

36. As Branch Manager, Plaintiff managed the Sacramento branch's sales team, maintained production levels, coordinated operational functions, and supported Defendants' business objectives.

37. Plaintiff's day-to-day work for Defendants included: (a) recruiting and onboarding sales representatives for the Sacramento branch, including, but not limited to, Matt Cowart, Shad Rasmussen, Bryan James, Haley Huntsman, Mike Lewis, Jose Fuentes, Eric Smith, Grant Smith, Benjamin Burgess, Nadia Smith, Nate Miller, Jeff Dean, Will Lara, Bryan Lara, Nick Galvan, Joe Jensen, Sam Jones, Nolan Kjar; (b) coordinating residential solar permitting with the California Department of Housing and Community Development; (c) executing customer-facing documentation as Aveyo's authorized representative under Aveyo's California Contractors State License Board License #782366; (d) performing site surveys and field-verification work on California real property; (e) conducting customer service and post-installation escalation; (f) reviewing and editing Defendants' customer-facing welcome-call scripts at Defendant Miser's request; (g) attending mandatory company leadership calls, training events, and company-sponsored incentive trips; and (h) operating exclusively for the Aveyo enterprise.

38. By way of example and not limitation, on multiple occasions during the relevant period Plaintiff appeared in person to local California authorities having jurisdiction, including the Amador County and El Dorado County permitting offices, on three to five separate occasions per project on Aveyo's behalf

1 to correct deficient or rejected permit applications that Defendants' back-office personnel had submitted
2 incorrectly.

3 39. By way of further example, Plaintiff conducted post-installation site visits to California
4 customers' properties to photograph foundations, roofs, and completed installations as required by
5 Defendants for project documentation, lender funding submissions, and dispute resolution.

6 40. By way of further example, on multiple occasions Plaintiff coordinated with California
7 customers to execute new financing documents under successive lender programs after Defendants
8 unilaterally cycled customer accounts through four successive lenders, including in-person re-signature
9 events and additional customer-facing meetings made necessary by Defendants' lender transitions, all
10 performed by Plaintiff under Aveyo's name and authority.

11 41. Defendants controlled the manner and means of Plaintiff's work.

12 42. Defendants set Plaintiff's compensation structure, commission rates, redline rates, and payment
13 timing.

14 43. Defendants approved or rejected projects and established the customer-facing processes Plaintiff
15 was required to follow.

16 44. Defendants required Plaintiff to use specific company software systems, including Sequifi,
17 Gamify, Podio, Momentum Tools, and Go High Level.

18 45. Defendants required Plaintiff's attendance at mandatory company meetings, leadership calls, and
19 training events.

20 46. Defendants retained, and exercised, the authority to unilaterally modify compensation terms,
21 reassign sales representatives away from Plaintiff's branch, and terminate the relationship at their
22 discretion.

23 47. Defendants paid Plaintiff through a "Caliber"-branded company payroll platform.

24 48. Defendants required Chief Executive Officer-level approval of Plaintiff's pay before processing.

25 49. Defendants issued Plaintiff a company email address (jeffc@aveyo.com).

26 50. Defendants issued Plaintiff Aveyo-branded business cards bearing the title "Senior Vice
27 President of Sales."
28

51. Plaintiff used the Aveyo email address and business cards to represent Aveyo to customers, recruits, lenders, and regulators throughout the relevant period.

52. Defendants enrolled Plaintiff in the company-sponsored group health insurance plan for approximately four years and invoiced approximately \$900 per month directly to Plaintiff's personal credit card.

53. Defendants deducted workers' compensation premiums from Plaintiff's pay on every pay period from approximately January 2022 through July 2025.

54. Defendants issued Plaintiff pay statements bearing the header "INDEPENDENT CONTRACTOR PAY HISTORY REPORT" while taking the workers' compensation deductions described above.

55. On information and belief, Plaintiff was covered under Defendants' workers' compensation insurance policy as an employee throughout the relevant period. Defendants treated Plaintiff as an employee for workers' compensation purposes by enrolling him under their policy and deducting workers' compensation premiums from his pay on every pay period.

56. Defendants restricted Plaintiff from operating any competing solar sales enterprise during the relevant period and for three years thereafter.

57. At all relevant times, Defendants attempted to classify Plaintiff as an "independent contractor," "dealer," or "affiliate," but that classification did not reflect the operational reality of Plaintiff's work for Defendants.

58. Defendants restricted Plaintiff from performing similar work for any other person or entity during substantial portions of the relevant period.

59. During relevant times, Plaintiff did not operate an independently established trade, occupation, or business in the solar sales industry separately and apart from his work for Defendants, and did not otherwise hold himself out as an independent business distinct from Defendants.

60. Defendants provided the tools, instrumentalities, and infrastructure Plaintiff used to perform his work for Defendants, including Defendants' company software systems, the Caliber-branded payroll platform, the Aveyo company email address, the Aveyo-branded business cards, Defendants' customer

relationship management and pipeline-tracking systems, Defendants' lender-portal access, and Defendants' sales scripts and customer-facing documentation.

61. Defendants exercised unilateral control not only over Plaintiff's own work but also over the work of the sales representatives Plaintiff recruited, managed, and supervised on behalf of Defendants. Defendants determined which sales representatives would be assigned to Plaintiff's branch and which would be reassigned to other branches, regardless of Plaintiff's recruitment or management of those representatives, and regardless of whether the reassignment caused Plaintiff to lose override compensation tied to those representatives' production. By way of example, Defendants unilaterally reassigned Eric Smith from Plaintiff's California branch to a separate Oklahoma branch, over Plaintiff's objection and without Plaintiff's consent, and thereafter unilaterally controlled the resolution of disputes regarding Plaintiff's override compensation on Smith's subsequent production.

62. Defendants required Plaintiff to attend Defendants' training events, mandatory leadership calls, and weekly company meetings, and required Plaintiff to perform his work according to Defendants' processes, scripts, and procedures. Defendants paid Plaintiff exclusively through Defendants' company-controlled payroll platform, and on Defendants' regular payroll cycle.

63. Plaintiff supervised and managed other Aveyo sales representatives who, on information and belief, were onboarded directly by Defendants, executed onboarding and compensation agreements with Defendants, were paid through Defendants' company-controlled payroll platform, and represented Defendants in their customer-facing sales activities, including by wearing Aveyo- and Caliber-branded apparel, distributing Aveyo- and Caliber-branded marketing materials, and using Aveyo- and Caliber-branded customer-facing documentation supplied by Defendants.

64. During the relevant period, certain written agreements were executed in connection with Plaintiff's work for Defendants. Among other things, those agreements recited terms relating to Plaintiff's compensation, including the rate at which Plaintiff's commissions on solar projects he originated were calculated, the override compensation Plaintiff was to receive on installations in Defendants' Sacramento branch, and the conditions under which such commissions and overrides were earned (collectively, the "Compensation Agreements"). The Compensation Agreements also recited certain duties Plaintiff performed for Defendants, including (i) onboarding and managing sales teams for

1 the Sacramento, CA branch, (ii) overseeing sales teams for the Sacramento, CA branch, (iii) overseeing
2 quality of sales and customer experience from a sales aspect for the branch that Plaintiff managed, (iv)
3 attending weekly meetings with installation teams, and (v) other duties as Defendants required. The
4 Compensation Agreements are referenced herein as evidence of the rates and terms upon which
5 Plaintiff's wages and commissions were calculated

6 65. The Compensation Agreements also established a "Code of Conduct," pursuant to which
7 Plaintiff was required to comply, or face disciplinary action.

8 66. The Compensation Agreements established the framework under which Plaintiff's commissions
9 were earned.

10 67. Plaintiff's commission on each solar project Plaintiff originated was calculated as the system size
11 in watts multiplied by the difference between the net price per watt of the project and a "redline" rate.
12 Plaintiff's redline rate for installations in California was \$2.35 per watt. Installations in other states were
13 under different rates, including Oklahoma at \$2.20 per watt.

14 68. In addition to commissions earned on solar projects Plaintiff originated, Plaintiff was paid a
15 separate commission on solar projects originated by other Aveyo sales representatives that Plaintiff
16 managed and supervised on behalf of Defendants (the "Representative Redline Commission"). The
17 Representative Redline Commission was calculated as the system size in watts multiplied by the
18 difference between Plaintiff's redline rate and the supervised representative's redline rate, with
19 Plaintiff's share equal to fifty percent (50%) of that differential. Defendants set both Plaintiff's redline
20 rate and the redline rates of the supervised representatives, controlled the calculation and payment of the
21 Representative Redline Commission, and captured the remainder of the redline differential as effective
22 markup.

23 69. In addition to the per-watt commission on projects Plaintiff originated, the Compensation
24 Agreements provided Plaintiff a separate branch-manager override of \$50 per kilowatt (equivalent to
25 \$0.05 per watt) on all solar installations in Defendants' Sacramento branch and surrounding region that
26 were installed, received Permission to Operate (PTO), and did not charge back, regardless of which sales
27 representative originated the deal.

1 70. Plaintiff's commissions and overrides were earned upon completion of the work that gave rise to
2 them, including upon installation of the solar products on California real property.

3 71. Defendants thereafter exercised unilateral discretion to determine whether to pay, delay, reduce,
4 or withhold commissions Plaintiff had earned under the Compensation Agreements.

5 72. Defendants modified compensation terms, project eligibility for commissions, and commission
6 calculations through informal communications and executive directives, without Plaintiff's agreement.

7 **B. Defendants' Uniform Policies and Practices Applicable to Plaintiff and Other Aggrieved**
8 **Employees**

9 73. The classification, compensation, timekeeping, recordkeeping, deduction, and expense practices
10 described above were not devised for Plaintiff individually. On information and belief, Defendants
11 applied each of them uniformly to all or substantially all of the persons who performed solar sales, team-
12 lead, recruiting, and branch-management work for Defendants in California during the PAGA period.

13 74. On information and belief, Defendants classified every Aggrieved Employee as an "independent
14 contractor," "dealer," or "affiliate" pursuant to a single classification decision made centrally by
15 Defendants' executives, without any individualized assessment of the person's duties, the degree of
16 control Defendants exercised, or whether the person operated an independently established business.

17 75. On information and belief, Defendants engaged every Aggrieved Employee under substantially
18 similar terms as Plaintiff's engagement, on terms Defendants drafted and did not negotiate, including the
19 same Code of Conduct, the same disciplinary provisions, the same commission and redline
20 compensation structure, and the same restrictions on performing similar work for others.

21 76. On information and belief, Defendants paid every Aggrieved Employee exclusively on a
22 commission, per-watt, redline-differential, override, or bonus basis, and paid no hourly wage, salary, or
23 other guaranteed compensation independent of sales production, regardless of how many hours the
24 person worked or whether any sale closed.

25 77. Plaintiff was not exempt from California's minimum wage, overtime, or meal and rest period
26 requirements, because more than half of his working time was devoted to activities that do not constitute
27 outside sales. On information and belief, the same is true of other Aggrieved Employees who held
28

1 branch-manager, team-lead, sales-manager, or equivalent branch-level roles, whose duties likewise
2 required recruiting, onboarding, training, and supervising other sales personnel; attendance at
3 Defendants' mandatory meetings, leadership calls, and training events; preparation and processing of
4 project documentation in Defendants' required software systems; coordination with Defendants' lender
5 partners and re-papering of customer financing; appearances before California permitting authorities and
6 authorities having jurisdiction; post-installation documentation and site verification; and resolution of
7 customer service and installation issues. Upon information and belief, Defendants kept no record of the
8 hours any Aggrieved Employee worked or of how that time was allocated.

9 78. On information and belief, Defendants did not require Aggrieved Employees to record their
10 hours worked, did not provide any timekeeping system for recording hours worked, and did not create or
11 maintain any record of the daily hours worked or the applicable rates of pay for any Aggrieved
12 Employee. Defendants' failure to keep those records was a consequence of their uniform classification
13 policy and applied to every Aggrieved Employee.

14 79. Defendants had no meal period policy and no rest period policy applicable to Plaintiff or other
15 Aggrieved Employees, because Defendants did not treat them as employees. Defendants never advised
16 Plaintiff or other Aggrieved Employees of any right to a meal or rest period, never scheduled or relieved
17 them of duty for a meal period, never authorized or permitted paid rest periods, never maintained any
18 record of meal periods taken or missed, and never paid any premium wage under Labor Code section
19 226.7 or the applicable Wage Order for any meal or rest period that was missed, late, shortened, or
20 interrupted. Plaintiff and other Aggrieved Employees regularly worked shifts of more than five hours,
21 and frequently more than ten hours, without a compliant off-duty meal period and without a compliant
22 rest period.

23 80. Defendants provided Plaintiff and other Aggrieved Employees no paid sick days and no paid sick
24 leave accrual of any kind, and maintained no paid sick leave policy applicable to them. Defendants also
25 failed to provide written notice of available paid sick leave on any pay record furnished to Plaintiff or
26 other Aggrieved Employees.

27 81. On information and belief, Defendants furnished every Aggrieved Employee with the same form
28 of pay record that Defendants furnished to Plaintiff — a record captioned “INDEPENDENT

1 CONTRACTOR PAY HISTORY REPORT” that failed to identify the legal name and address of the
2 employing entity, failed to state total hours worked, failed to state the applicable hourly rates and the
3 hours worked at each rate, failed to state gross and net wages earned in a manner that could be promptly
4 and easily determined, failed to itemize deductions accurately, and failed to state available paid sick
5 leave.

6 82. On information and belief, Defendants deducted workers’ compensation premium charges from
7 the pay of other Aggrieved Employees, as they did from Plaintiff’s pay, on a recurring per-pay-period
8 basis, and did so through the same centralized payroll platform pursuant to the same practice. On
9 information and belief, Defendants likewise applied to other Aggrieved Employees the same categories
10 of deductions, offsets, chargebacks, and clawbacks that they applied to Plaintiff, including line-of-credit
11 and advance repayments, recruiting and sign-on bonus recoupments, rent and housing charges, software
12 and equipment charges, and project-level chargebacks.

13 83. On information and belief, Defendants required other Aggrieved Employees, as they required
14 Plaintiff, to incur the ordinary and necessary costs of Defendants’ business — including vehicle and
15 mileage costs, cellular telephone and data costs, computer and equipment costs, software and
16 subscription costs, marketing and lead-generation costs, travel costs, and, for branch-level personnel,
17 office and facility costs — and reimbursed none of them.

18 84. On information and belief, Defendants required other Aggrieved Employees, as they required
19 Plaintiff, to use Defendants’ designated software systems, including Sequifi, Gamify, Podio, Momentum
20 Tools, and Go High Level; to attend Defendants’ mandatory meetings, leadership calls, and training
21 events; to follow Defendants’ customer-facing processes and approval workflows; and to submit to
22 Defendants’ unilateral authority to set and change compensation terms, to approve or reject projects, to
23 reassign personnel, and to end the relationship at will.

24 85. Plaintiff has personal knowledge that Defendants applied these practices to other Aggrieved
25 Employees. Plaintiff recruited, onboarded, and supervised sales representatives for Defendants’
26 Sacramento branch, including the representatives identified above; those representatives executed
27 Defendants’ form onboarding and compensation documents, were classified by Defendants as non-
28 employees, were paid by Defendants exclusively on a commission or per-watt basis through Defendants’

1 payroll platform, had no hours recorded by Defendants, received no meal or rest periods and no
2 premium pay, and were subject to Defendants' deductions and chargebacks.

3 **C. Failure to Pay Minimum Wage**

4 86. Defendants paid Plaintiff exclusively on a commission basis throughout the relevant period.
5 Defendants did not pay Plaintiff any hourly wage, salary, or other guaranteed compensation independent
6 of commissions.

7 87. Plaintiff worked approximately fifty (50) hours per week for Defendants throughout the relevant
8 period.

9 88. More than fifty percent (50%) of Plaintiff's working time was devoted to activities that did not
10 constitute outside sales activities away from the employer's place of business. Specifically, a majority of
11 Plaintiff's work constituted, but was not limited to, recruiting, training, and supervising sales
12 representatives; coordinating with lenders, vendors, and authorities having jurisdiction; managing post-
13 installation customer issues; processing administrative paperwork; conducting sales from the employer's
14 place of business; and attending internal meetings. Plaintiff did not customarily and regularly engage in
15 outside sales activities for more than half of his working time.

16 89. Defendants did not pay Plaintiff any wages, hourly or otherwise, for the time Plaintiff spent
17 performing his work duties.

18 90. The applicable minimum wage in Sacramento, California, where Plaintiff primarily worked, was
19 \$15.00 per hour for employers with 26 or more employees, \$15.50 per hour in 2023, \$16.00 per hour in
20 2024, and \$16.50 per hour in 2025.

21 91. Defendants' failure to pay Plaintiff minimum wage was willful. Defendants knew Plaintiff
22 performed substantial work, required Plaintiff to do so, and yet paid no wages whatsoever for his
23 worktime.

24 **D. Hours Worked**

25 92. Throughout the relevant period, Plaintiff regularly worked in excess of eight hours per workday
26 and in excess of forty hours per workweek for Defendants.

27 93. Plaintiff's work for Defendants regularly required him to work approximately fifty hours per
28 week, and on occasion more, performing the duties described in Section A above.

1 94. Plaintiff's hours of work were dictated by the volume and demands of the work Defendants
2 required of him, the schedules of Defendants' customers, the schedules of Defendants' lender partners
3 and permitting and inspection authorities, the schedules of the sales representatives Plaintiff recruited
4 and managed, and the schedules of Defendants' mandatory company meetings, leadership calls, and
5 training events.

6 95. Defendants knew Plaintiff worked these hours. Defendants required Plaintiff's attendance at
7 company meetings and leadership calls; required Plaintiff to recruit, onboard, train, and manage sales
8 representatives; required Plaintiff to support customer projects through installation and Permission to
9 Operate; and required Plaintiff to be available to Defendants, customers, lenders, and regulators
10 throughout the workweek.

11 96. Defendants paid Plaintiff exclusively on a commission basis throughout the relevant period and
12 paid Plaintiff no overtime premium for any hours Plaintiff worked in excess of eight hours per workday
13 or forty hours per workweek.

14 **E. Unpaid Commissions and Wages**

15 97. Plaintiff earned substantial commissions, overrides, and other compensation through his work for
16 Defendants. These wages were earned through Plaintiff's direct sales efforts, management of downline
17 sales representatives, recruitment activities, and oversight of solar projects from origination through
18 completion.

19 98. Among the commissions earned by Plaintiff were those associated with specific projects, as well
20 as override-based compensation related to the production of sales representatives under Plaintiff's
21 management.

22 99. On June 6, 2024, Plaintiff originated a residential solar project for Kelsi Lanphear at 2000
23 Camanche Road, Space 25, Ione, California 95640 (the "Lanphear Project"). The system was 3.69 kW.
24 The net price per watt was \$5.78, per Defendants' internal Scope of Work. The project was installed on
25 February 14, 2025, passed inspection on April 3, 2025, and received Permission to Operate from Pacific
26 Gas & Electric Company on October 6, 2025. The Lanphear Project did not chargeback or cancel. After
27 deducting the \$2.35 per-watt redline, the commission earned on the Lanphear Project is not less than
28 \$12,546.00, with the precise amount subject to verification through discovery of Defendants'

commission calculations, payment records, and project accounting. Plaintiff reserves the right to amend, supplement, or recalculate this amount as additional information is obtained through discovery, expert analysis, or further investigation. Defendants failed to pay any such commissions.

100. On June 18, 2024, Plaintiff originated a residential solar project for LEEANNE STEPHENS at 2000 Camanche Road, Space 76, Ione, California 95640 (the "Stephens Project"). The system was 6.15 kW. The net price per watt was \$5.75, per Defendants' LightReach EPC-rate documentation on the change order. The project was installed on February 18, 2025, passed inspection on April 3, 2025, and received final Permission to Operate from Pacific Gas & Electric Company on November 24, 2025. The Stephens Project did not chargeback or cancel. After deducting the \$2.35 per-watt redline, the commission earned on the Stephens Project is not less than \$20,910.00, with the precise amount subject to verification through discovery of Defendants' commission calculations, payment records, and project accounting. Plaintiff reserves the right to amend, supplement, or recalculate this amount as additional information is obtained through discovery, expert analysis, or further investigation. Defendants failed to pay any such commissions.

101. On July 7, 2023, Plaintiff originated a residential solar project for DONALD SCHWOERER at 4801 Victory Mine Road, Placerville, California 95667 (the "Schwoerer Project"). The system was 11.2 kW. The net price per watt was \$4.478, per the original signed customer contract of \$50,151.20. The project was installed on October 18, 2023, passed inspection, and received Permission to Operate from Pacific Gas & Electric Company on July 17, 2024. The Schwoerer Project did not chargeback or cancel. After deducting the \$2.35 per-watt redline, the commission earned on the Schwoerer Project is not less than \$23,833.60, with the precise amount subject to verification through discovery of Defendants' commission calculations, payment records, and project accounting. Plaintiff reserves the right to amend, supplement, or recalculate this amount as additional information is obtained through discovery, expert analysis, or further investigation. Defendants subsequently and unilaterally settled a customer dispute on the Schwoerer Project for \$33,500 without Plaintiff's knowledge or consent. That settlement did not constitute a chargeback or cancellation and did not relieve Defendants of their obligation to pay Plaintiff's earned commission. Defendants failed to pay such commission in full.

1 102. Combined, the Lanphear, Stephens, and Schwoerer Projects total not less than \$57,289.60 in
2 earned but unpaid commissions, with the precise amount subject to verification through discovery of
3 Defendants' commission calculations, payment records, and project accounting. Plaintiff reserves the
4 right to amend, supplement, or recalculate this amount as additional information is obtained through
5 discovery, expert analysis, or further investigation. Defendants failed to pay such commissions in full.

6 103. In addition, Defendants withheld earned Representative Redline Commission compensation
7 owed to Plaintiff on production by Eric Smith, a sales representative recruited and managed by Plaintiff.
8 In or about the summer of 2024, Defendant Cram unilaterally reassigned Eric Smith from Plaintiff's
9 California branch to an Oklahoma region without Plaintiff's consent and refused to pay Plaintiff the
10 Representative Redline Commission on Smith's subsequent production. As a result of such
11 reassignment, Smith funded a number of deals, totaling 68.36 kW (the "Oklahoma Deals"). At
12 Plaintiff's redline rate of \$2.20 per watt and Eric Smith's redline rate of \$2.55 per watt, Plaintiff's
13 Representative Redline Commission on the Oklahoma Deals is not less than \$11,963.00, calculated as
14 68,360 watts multiplied by the \$0.35 per-watt differential between the two redline rates, multiplied by
15 Plaintiff's fifty percent (50%) share of that differential. Defendants' payroll records confirm that only
16 \$2,900.75 was paid, and three of the seven Oklahoma Deals were paid nothing. The unpaid balance
17 owed to Plaintiff on the Oklahoma Deals is therefore not less than \$9,062.25, with the precise amount
18 subject to verification through discovery of Defendants' commission calculations, payment records, and
19 project accounting. Plaintiff reserves the right to amend, supplement, or recalculate this amount as
20 additional information is obtained through discovery, expert analysis, or further investigation.

21 104. Plaintiff's current allegations regarding unpaid commissions, overrides, Representative Redline
22 Commissions, branch-manager overrides, and other compensation are limited to the matters Plaintiff has
23 been able to identify based on the records and information presently within Plaintiff's possession. On
24 information and belief, Defendants withheld additional commissions, overrides, Representative Redline
25 Commissions, branch-manager overrides, and other earned compensation from Plaintiff during the
26 relevant period that have not yet been identified, including but not limited to compensation associated
27 with solar projects originated by Aveyo sales representatives Plaintiff managed and supervised, solar
28 projects originated by other sales representatives within Plaintiff's branch or territory, deals reassigned,

1 recharacterized, or recoded by Defendants in a manner that reduced or eliminated Plaintiff's
2 compensation, and projects for which Defendants paid less than the full amount owed under the
3 Compensation Agreements or applicable redline rates. Specifically, on information and belief,
4 Defendants installed additional residential solar projects in Defendants' Sacramento branch and Northern
5 California region — including projects originated by Nick Kinsling, Joe Jensen (a sales representative
6 recruited by Plaintiff and thereafter reassigned by Defendants to an inside-sales role), Sam Jones (a sales
7 representative recruited by Plaintiff and thereafter reassigned by Defendants to an inside-sales role, on
8 whose subsequent production Plaintiff received no override), and other members of Defendants' inside-
9 sales team operating in Northern California — that gave rise to branch-manager overrides owed to
10 Plaintiff but that were not disclosed to Plaintiff and were not paid. The records, communications, payroll
11 data, project accounting, commission ledgers, and customer files necessary to identify the full scope of
12 unpaid compensation are within Defendants' exclusive possession, custody, and control. Plaintiff
13 reserves the right to amend, supplement, or recalculate the factual allegations and damages alleged
14 herein as additional unpaid compensation is identified through discovery, expert analysis, or further
15 investigation.

16 105. On or about September 5, 2024, Plaintiff sent the complete deal list, and requested payment for
17 the unpaid overrides, to Defendant Hammond, who responded in writing: “I'll make sure you are
18 square.”

19 106. The Lanphear, Stephens, and Schwoerer Projects, and unpaid overrides for the Oklahoma Deals,
20 represent the unpaid commissions and overrides Plaintiff has identified to date. Defendants maintained
21 exclusive access to the records, communications, and accounting data necessary to identify the full
22 scope of unpaid commissions, overrides, and other compensation owed to Plaintiff.

23 107. On at least one other project for which Plaintiff was owed commissions, for Brian Oertwig (the
24 “Oertwig Project”), Defendants delayed paying Plaintiff his earned commission for at least 4 months.

25 108. Defendants’ failure to pay earned commissions was willful and deliberate. Plaintiff had fulfilled
26 all conditions required to earn the commissions, including generating sales, managing projects, and
27 ensuring that installations progressed toward completion. Nonetheless, Defendants withheld payment,
28 delayed payment, or imposed additional conditions not set forth in any enforceable agreement.

1 **F. Unlawful Deductions and Offsets**

2 109. In addition to failing to pay earned commissions, Defendants engaged in a pattern and practice of
3 deducting, offsetting, and clawing back amounts from Plaintiff's earned wages and commissions. These
4 deductions were taken directly from Plaintiff's compensation and were itemized on the
5 "INDEPENDENT CONTRACTOR PAY HISTORY REPORT" Defendants generated and maintained
6 for Plaintiff.

7 110. Defendants' deductions from Plaintiff's compensation included, but were not limited to: (a)
8 recoupments of recruit sign-on bonuses Defendants had advanced to sales representatives placed under
9 Plaintiff's branch; (b) charges for short-term housing, lodging, Airbnb stays, and apartment-related
10 expenses incurred while Plaintiff performed work for Defendants in California; (c) Sacramento branch
11 rent deductions, including weekly rent charges and monthly rent expenses imposed during Plaintiff's
12 California residency; (d) "Milestone One" or upfront-commission clawbacks tied to customer accounts,
13 including a clawback of the \$1,000 Milestone One advance on the Lanphear Project after Defendants'
14 own installation error caused the project's financing to be re-papered; (e) line-of-credit advances and
15 repayments directed by Defendant Hammond, including advances and corresponding repayments tagged
16 on Defendants' payroll system to Hammond personally; (f) "White Glove" professional fee deductions;
17 and (g) workers' compensation premium deductions taken on every pay period.

18 111. Specifically, on or about November 10, 2022, Defendants caused Caliber Solar, LLC to issue
19 \$10,000 promissory notes to each of Wilmer Lara and Bryan Lara as sign-on bonuses for sales
20 representatives placed under Plaintiff's branch at the direction of Defendant Cram. The total \$20,000
21 advanced under these notes was thereafter clawed back from Plaintiff's commissions in installments over
22 multiple pay periods, resulting in a clawback of at least \$10,000 to Plaintiff's wages.

23 112. Net of offsetting credits, the principal amount of unlawful deductions Defendants took from
24 Plaintiff's pay (across the categories described above and exclusive of the Lara sign-on bonus clawbacks
25 separately alleged) totals not less than \$50,215.

1 **G. Business Expenses Shifted to Plaintiff**

2 113. Throughout the course of Plaintiff's work for Defendants, Plaintiff was required, directed, or
3 reasonably expected to incur substantial business expenses in order to perform his duties and further
4 Defendants' operations. These expenses were not optional or discretionary; they were necessary to carry
5 out the work assigned to Plaintiff and to maintain Defendants' revenue-generating activities in
6 California.

7 114. Plaintiff incurred substantial business expenses in the discharge of his duties for Defendants and
8 in obedience to Defendants' directives, which Plaintiff bore personally and for which Defendants did not
9 reimburse him. These expenses, include, but were not limited to, air travel between Arizona, Utah, and
10 California in connection with Aveyo work; hotel and lodging; rental cars and ground transportation; fuel
11 and local vehicle costs incurred in traveling to California customer sites, California permitting and
12 inspection offices, and California utility coordination; meals incurred during Aveyo work travel; cell
13 phone service used for Aveyo customer, lender, and internal communications; and home-office, internet,
14 and similar expenses necessary to perform branch-management, recruiting, and customer-service duties
15 for Defendants. Plaintiff's unreimbursed business expenses incurred in the discharge of his duties for
16 Defendants total not less than \$131,643.

17 **H. End of Employment**

18 115. Plaintiff's employment with Defendants concluded on or about November 5, 2025, the date on
19 which the last of the California projects then-remaining in the pipeline obtained PTO and the last of
20 Plaintiff's branch-management, permitting-coordination, customer-advocacy, and service-escalation
21 duties on Aveyo-directed work was complete. Defendants' continued maintenance of Plaintiff on the
22 company group health plan through October or November 2025; their continued direction of Plaintiff's
23 California field, permitting, lender, and service work through such period each independently confirm
24 the continuation of the employment relationship through and until November.

25 116. At all relevant times, Plaintiff's daily wage rate, calculated by reference to his commission
26 earnings exceeded \$950 per day.

27 117. Defendants failed to timely pay Plaintiff his final wages, and such wages remain unpaid.
28

I. Alter Ego, Successor, Joint Employer, and Integrated Enterprise Allegations

118. Plaintiff alleges that all Entity Defendants, including, but not limited to, Off Grid Energy Solutions, LLC d/b/a Aveyo, Aveyo Direct, LLC, Caliber Solar, LLC, Dish One Satellite, LLC d/b/a Caliber Smart, Rivvia, LLC, and DOES 1 through 50, operated not as truly separate and independent entities, but as part of a single, continuous, and integrated enterprise engaged in the solar sales and operations business.

119. At all relevant times, these entities shared common ownership, management, control, and operational structure. On information and belief, they utilized overlapping officers, executives, and agents, including the individually named Defendants, who exercised decision-making authority across multiple entities. These individuals directed compensation policies, commission structures, payroll practices, operational control, and classification decisions affecting Plaintiff and similarly situated workers.

120. The Entity Defendants shared and utilized common business infrastructure, including but not limited to centralized sales systems, commission tracking platforms, payroll processing mechanisms, customer pipelines, financing arrangements, and internal communication networks. Plaintiff is informed and believes that these entities operated using shared domains, shared software systems, and coordinated operational practices, such that they functioned as a unified business rather than distinct corporate actors.

121. The transition and evolution between Dish One Satellite, LLC, Caliber Solar, LLC, and Aveyo-related entities further demonstrate continuity of enterprise. These entities maintained substantially similar business operations, personnel, management structure, compensation practices, and customer-facing activities. Rather than constituting independent companies, they operated as successive or parallel components of a single business enterprise.

122. Plaintiff is informed and believes that Defendants used this multi-entity structure to shift liabilities, obscure responsibility for wage and hour obligations, and avoid compliance with California labor laws. The use of multiple entities enabled Defendants to assign contracts, process payments, and manage payroll through different corporate forms while maintaining unified control over the underlying business operations.

1 123. Additionally, Defendants acted as joint employers of Plaintiff. Each Defendant exercised, either
2 directly or indirectly, control over Plaintiff's wages, hours, working conditions, and classification.
3 Defendants jointly determined compensation structures, commission eligibility, payment timing,
4 operational requirements, and employment policies. Plaintiff's work benefited all Defendants
5 collectively, and each Defendant had the power to influence or control the terms and conditions of
6 Plaintiff's employment.

7 124. The unity of interest and ownership among the Entity Defendants is such that any separateness
8 between them has ceased, and adherence to the fiction of separate corporate existence would sanction a
9 fraud or promote injustice. Plaintiff is informed and believes that these entities were inadequately
10 capitalized in relation to their liabilities, commingled funds and assets, failed to observe corporate
11 formalities, and used one another interchangeably in conducting business operations.

12 125. Defendants also operated as successors and predecessors to one another. Business operations,
13 personnel, compensation structures, contractual relationships, and revenue-generating activities were
14 transferred, continued, or rebranded across entities without interruption. This continuity supports the
15 imposition of successor liability for the wage-and-hour violations alleged herein.

16 126. By virtue of the foregoing, each Entity Defendant is liable for the acts and omissions of the
17 others under theories of alter ego, joint employer liability, integrated enterprise, and successor liability.
18 Plaintiff therefore seeks to hold all Defendants jointly and severally liable for all damages, penalties,
19 restitution, and other relief arising from the unlawful conduct described in this Complaint.

20 **J. Individual Liability of the Individual Defendants**

21 127. On information and belief, each of the Individual Defendants held the title of owner, director,
22 officer, or managing agent of one or more of the Entity Defendants. Each of the Individual Defendants
23 exercised control over Plaintiff's wages, hours, working conditions, and classification, and each
24 personally participated in, directed, authorized, or ratified the acts and omissions alleged in this
25 Complaint.

26
27 //

28 //

1 **CAUSES OF ACTION**

2 128. Each Individual Defendant is liable for the violations alleged in the First through Fourteenth
3 Causes of Action pursuant to Labor Code section 558.1, as an owner, director, officer, or managing
4 agent of one or more Entity Defendants who caused those violations.

5 **FIRST CAUSE OF ACTION**

6 **Failure to Pay Earned Wages and Commissions**

7 Labor Code §§ 200, 204, 218, 218.5, 218.6

8 Against All Defendants

9
10 129. Plaintiff realleges and incorporates by reference each and every preceding paragraph of this
11 Complaint as though fully set forth herein.

12 130. Under California law, including California Labor Code § 200, commissions constitute wages.
13 Plaintiff earned wages in the form of commissions, overrides, bonuses, and other compensation through
14 his work for Defendants.

15 131. Plaintiff performed all required duties and satisfied all conditions necessary to earn commissions
16 and other compensation, including generating sales, managing projects, supporting installations, and
17 overseeing branch operations. Plaintiff's commissions were earned upon completion of the required
18 performance criteria, including installation, project progression, and power-on.

19 132. Defendants failed to pay Plaintiff all earned wages, including minimum wages, and commissions
20 in violation of Labor Code § 204. Defendants withheld, delayed, reduced, or refused to pay commissions
21 associated with multiple projects and revenue streams, including but not limited to the Lanphear,
22 Stephens, Schwoerer, and Oertwig Projects, commissions related to Eric Smith, and other projects,
23 commissions, and overrides.

24 133. Defendants also failed to pay wages in a timely manner as required by California Labor Code §
25 204, which requires employers to pay earned wages promptly and at regular intervals.

26 134. Defendants' failure to pay earned wages was willful and without lawful justification. Defendants
27 maintained control over commission calculations, payment determinations, and compensation structures
28 and intentionally failed to pay Plaintiff amounts due.

1 135. Pursuant to California Labor Code § 218, Plaintiff is entitled to recover all unpaid wages.
2 Plaintiff is further entitled to recover attorney's fees and costs under California Labor Code § 218.5 and
3 interest on unpaid wages pursuant to California Labor Code § 218.6.

4 136. Plaintiff therefore seeks recovery of all unpaid wages, commissions, and compensation, together
5 with prejudgment interest, attorney's fees, costs, and all other relief available under California law.

6 137. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has
7 suffered damages in an amount to be proven at trial and is entitled to all relief available under California
8 law, including all relief sought in the Prayer for Relief set forth below.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Pay Minimum Wage**

11 Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1197.1

12 Against All Defendants

13
14 138. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

15 139. At all relevant times, Plaintiff was an employee of Defendants within the meaning of the
16 California Labor Code.

17 140. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC
18 is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so
19 fixed is unlawful

20 141. Plaintiff's work for Defendants was governed by Industrial Welfare Commission Wage Order
21 No. 4, which applies to persons employed in professional, technical, clerical, mechanical, and similar
22 occupations. To the extent any other IWC Wage Order is found to apply to any portion of Plaintiff's
23 work for Defendants, Plaintiff alleges his claims under that order in the alternative (Wage Order No. 4-
24 2001 and any such other applicable Industrial Welfare Commission Wage Order, collectively, the
25 "Applicable Wage Order").

26 142. Plaintiff was not exempt from California's minimum wage requirements. Plaintiff did not qualify
27 for the outside-salesperson exemption set forth in the Applicable Wage Order because more than half of
28 Plaintiff's working time was spent on duties other than selling activities outside of the Defendants'

workplace, including, but not limited to, recruiting and managing sales representatives, branch management, coordinating with California permitting and inspection authorities, supporting projects through installation and Permission to Operate, conducting customer service and post-installation escalation, liaising with Defendants' lender partners, and performing such other duties as Defendants required.

143. Defendants paid Plaintiff exclusively on a commission basis throughout the relevant period. Defendants did not pay Plaintiff any hourly wage, salary, or other guaranteed compensation independent of commissions for any of Plaintiff's working time, as required by Labor Code §§ 1194 and 1197.

144. Defendants failed to pay Plaintiff at the applicable California minimum wage rate for the substantial hours Plaintiff worked for Defendants. Defendants' failure was willful and continued throughout the relevant period.

145. Pursuant to Labor Code § 1194, Plaintiff is entitled to recover the unpaid balance of the full amount of minimum wages owing, together with interest, reasonable attorneys' fees, and costs of suit. Pursuant to Labor Code § 1194.2, Plaintiff is further entitled to recover liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.

146. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has suffered damages in an amount to be proven at trial and is entitled to all relief available under California law, including all relief sought in the Prayer for Relief set forth below.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

Labor Code §§ 510, 1194, and 1198; Violation of the Applicable Wage Order

Against All Defendants

147. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

148. At all relevant times, Plaintiff was an employee of Defendants within the meaning of the California Labor Code and the Applicable Wage Order.

1 149. Labor Code § 1198 and the Applicable Wage Order provide that it is unlawful to employ persons
2 without compensating them at a rate of pay either one and one-half (1½) or two (2) times the person's
3 regular rate of pay, depending on the number of hours or days worked by the person on a daily or
4 weekly basis.

5 150. Specifically, the Applicable Wage Orders provide that Defendants were required to pay overtime
6 compensation to Plaintiff at the rate of one and one-half times (1½) his regular rate of pay for all hours
7 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek, and for the
8 first eight (8) hours of work on the seventh day of work in a workweek.

9 151. The Applicable Wage Order further provides that Defendants were required to pay overtime
10 compensation to Plaintiff at a rate of two times his regular rate of pay for all hours worked in excess of
11 twelve (12) hours in a day or in excess of eight (8) hours on the seventh day of work in a workweek.

12 152. California Labor Code § 510 codifies the right to overtime compensation at one and one-half
13 (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40)
14 hours in a week and for the first eight (8) hours worked on the seventh consecutive day of work, and
15 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
16 in a day or in excess of eight (8) hours in a day on the seventh day of work in a workweek.

17 153. Labor Code § 510 and the Applicable Wage Order provide that employment of more than six
18 days in a workweek is only permissible if the employer pays proper overtime compensation as set forth
19 herein.

20 154. Plaintiff was wrongfully misclassified as an independent contractor by Defendants and, instead,
21 should have been classified as a non-exempt employee entitled to the protections of California Labor
22 Code §§ 510 and 1194 and the Applicable Wage Order.

23 155. Plaintiff regularly worked approximately fifty (50) hours per week, and on occasion more,
24 throughout the relevant period. Plaintiff regularly worked in excess of forty (40) hours per workweek
25 and, on occasion, in excess of eight (8) hours per workday.

26 156. During the relevant time period, Defendants failed to pay Plaintiff overtime wages for all
27 overtime hours worked when Plaintiff worked in excess of eight (8) hours in a day or in excess of forty
28 (40) hours in a workweek.

1 157. Defendants' failure to pay Plaintiff the unpaid balance of overtime compensation, as required by
2 California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

3 158. Pursuant to Labor Code § 1194, Plaintiff is entitled to recover the unpaid balance of overtime
4 compensation as well as interest, costs, and attorneys' fees.

5 159. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has
6 suffered damages in an amount to be proven at trial and is entitled to all relief available under California
7 law, including all relief sought in the Prayer for Relief set forth below.

8 **FOURTH CAUSE OF ACTION**

9 **Waiting Time Penalties (Failure to Pay Wages on Separation)**

10 Labor Code §§ 201, 202, 203

11 Against All Defendants

12
13 160. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

14 161. At all relevant times, Plaintiff was an employee of Defendants within the meaning of the
15 California Labor Code. Plaintiff's employment with Defendants ended in or about early November
16 2025.

17 162. Pursuant to California Labor Code §§ 201 and 202, Defendants were required to pay Plaintiff all
18 wages earned and unpaid immediately upon discharge, or within the statutory period following
19 resignation.

20 163. At the time of separation, Plaintiff had earned, but had not been paid, substantial wages,
21 including but not limited to minimum wages, overtime, commissions, overrides, and other compensation
22 arising from completed or substantially completed solar projects and branch operations.

23 164. Defendants willfully failed and refused to pay Plaintiff all wages due at the time of separation, as
24 required by Labor Code §§ 201 and 202. Defendants' failure was not the result of a good-faith dispute,
25 clerical error, or inadvertence, but was instead a deliberate decision to withhold compensation.

26 165. As a direct and proximate result of Defendants' willful failure to pay all wages due in
27 compliance with Labor Code §§ 201 and 202, Plaintiff is entitled to waiting time penalties under
28

California Labor Code § 203 in an amount equal to his daily rate of pay for each day that payment was delayed, up to a maximum of thirty (30) days.

166. Plaintiff further seeks recovery of interest, costs, and attorney's fees as permitted by law. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has suffered damages in an amount to be proven at trial and is entitled to all relief available under California law, including waiting time penalties under California Labor Code § 203 in an amount equal to his daily rate of pay for each day that payment was delayed, up to a maximum of thirty (30) days, and all other relief sought in the Prayer for Relief set forth below.

FIFTH CAUSE OF ACTION

Unlawful Deductions and Wage Clawbacks

Labor Code §§ 221, 223, 224

Against All Defendants

167. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

168. California Labor Code § 221 prohibits an employer from collecting or receiving from an employee any part of wages theretofore paid. Labor Code § 223 prohibits the secret payment of lower wages than those designated by contract or law. Labor Code § 224 strictly limits the circumstances under which wage deductions are permissible.

169. During the course of Plaintiff's employment, Defendants made numerous deductions, offsets, chargebacks, and clawbacks from Plaintiff's earned wages and commissions.

170. These deductions included, but were not limited to, purported line-of-credit repayments, recruiting bonus recoupments (including Lara-related bonuses), office rent charges, housing-related expenses, service or "White Glove" fees, workers' compensation deductions, and other operational costs.

171. These deductions were taken directly from Plaintiff's earned compensation, which constitutes wages under Labor Code § 200.

172. Defendants' practices also resulted in Plaintiff receiving less compensation than promised or represented, in violation of Labor Code § 223.

173. The deductions and clawbacks were not authorized under Labor Code § 224 and do not fall within any lawful exception permitting deductions from wages.

174. Defendants' own accounting and payroll records confirm that these deductions were systematically applied to Plaintiff's compensation.

175. Plaintiff is entitled to recover all unlawfully deducted wages, together with interest, costs, and attorney's fees as permitted by law. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has suffered damages in an amount to be proven at trial and is entitled to all relief available under California law, including all relief sought in the Prayer for Relief set forth below.

SIXTH CAUSE OF ACTION

Failure to Reimburse Necessary Business Expenses

Labor Code § 2802

Against All Defendants

176. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

177. California Labor Code § 2802 requires an employer to indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or in obedience to the directions of the employer.

178. During the course of his employment, Plaintiff incurred substantial business expenses that were necessary for the performance of his duties and were incurred for the benefit of Defendants, including, but not limited to, travel and transportation costs, lodging, office-related expenses in the Sacramento and Rocklin areas, recruiting costs, customer-related expenses, operational and administrative costs, and software and system-related expenses, and related charges incurred in connection with Defendants' requirements.

179. Plaintiff incurred these expenses as a direct result of Defendants' directives, operational requirements, and business structure, and in furtherance of Defendants' solar sales and management operations.

1 180. Defendants knew or had reason to know that Plaintiff was incurring these expenses, and in many
2 instances expressly required or implicitly mandated that such expenses be incurred as a condition of
3 performing Plaintiff's duties.

4 181. Defendants failed and refused to reimburse Plaintiff for these necessary expenditures.

5 182. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover the full amount of all
6 unreimbursed business expenses, together with interest, attorney's fees, and costs.

7 183. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has
8 suffered damages in an amount to be proven at trial and is entitled to all relief available under California
9 law, including all relief sought in the Prayer for Relief set forth below.

10 **SEVENTH CAUSE OF ACTION**

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

12 Labor Code § 226

13 Against All Defendants

14 184. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

15 185. At all relevant times, Defendants were required under California Labor Code § 226 to furnish
16 Plaintiff with accurate, itemized wage statements containing, among other things, gross wages earned,
17 total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the name and
18 address of the legal entity that is the employer, the name of the employee and last four digits of his
19 social security number or employee identification number, and all applicable hourly rates.

20 186. Defendants failed to provide Plaintiff with accurate and compliant wage statements. Instead,
21 Defendants issued compensation records that mislabeled Plaintiff as an "independent contractor" and
22 failed to accurately reflect the true nature of Plaintiff's earnings, wages, commissions, deductions, and
23 employer identity.

24 187. The wage statements and compensation records provided by Defendants omitted required
25 information, failed to properly identify the employer, failed to clearly itemize deductions, and did not
26 accurately reflect the calculation of commissions, overrides, and other compensation that Plaintiff
27 earned in the respective period.
28

1 188. As a result of these deficiencies, Plaintiff was unable to promptly and easily determine from the
2 face of the wage statements the total wages earned, the basis for deductions, the accuracy of
3 compensation calculations, and the identity of the responsible employer or employers.

4 189. Defendants knowingly and intentionally failed to provide accurate itemized wage statements to
5 Plaintiff, thereby violating California Labor Code § 226.

6 190. Plaintiff is entitled to recover statutory penalties (fifty dollars (\$50.00) for the initial pay period
7 in which a violation occurred, and one hundred dollars (\$100.00) per each violation in subsequent pay
8 periods), actual damages, interest, costs of suit, attorney's fees where permitted, and all other relief
9 available under California law. As a direct and proximate result of Defendants' unlawful conduct
10 alleged herein, Plaintiff has suffered damages in an amount to be proven at trial and is entitled to all
11 relief available under California law, including all relief sought in the Prayer for Relief set forth below.

12 **EIGHTH CAUSE OF ACTION**

13 **Unlawful Charge to Employee for Workers' Compensation Coverage**

14 Labor Code § 3751

15 Against All Defendants

16 191. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

17 192. California Labor Code § 3751(a) provides that no employer shall exact or receive from any
18 employee any contribution, or make or take any deduction from the earnings of any employee, either
19 directly or indirectly, to cover the whole or any part of the cost of workers' compensation coverage. §
20 3751(b) further provides that any employer who violates this section is guilty of a misdemeanor.

21 193. Defendants deducted workers' compensation premiums directly from Plaintiff's pay on every pay
22 period from approximately January 2022 through at least July 2025. The deductions are visible on the
23 face of every pay statement Defendants generated for Plaintiff during that period and are itemized within
24 the "INDEPENDENT CONTRACTOR PAY HISTORY REPORT" maintained on Defendants' Caliber-
25 branded payroll platform.

26 194. Defendants' deductions of workers' compensation premiums from Plaintiff's pay were unlawful
27 and prohibited by Labor Code § 3751. Plaintiff is entitled to restitution of the full amount unlawfully
28

deducted, together with prejudgment interest, attorneys' fees, costs, and all relief available under California law.

195. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has suffered damages in an amount to be proven at trial and is entitled to all relief available under California law, including all relief sought in the Prayer for Relief set forth below.

NINTH CAUSE OF ACTION

Meal Period Violations

Labor Code §§ 226.7, 512; Violation of the Applicable Wage Order

Against All Defendants

196. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

197. At all relevant times, Plaintiff was a non-exempt employee of Defendants within the meaning of the California Labor Code and the applicable Wage Order, and was not exempt under the outside salesperson exemption or any other exemption.

198. Labor Code section 512(a) and the applicable Wage Order prohibit an employer from employing a person for a work period of more than five hours per day without providing an off-duty meal period of not less than thirty minutes, and from employing a person for more than ten hours per day without providing a second off-duty meal period of not less than thirty minutes. Labor Code section 226.7 and the applicable Wage Order require an employer that fails to provide a compliant meal period to pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

199. Defendants maintained no meal period policy applicable to Plaintiff. Defendants never advised Plaintiff of any right to a meal period, never relieved him of all duty for a meal period, never scheduled meal periods, never maintained records of meal periods taken or missed, and never obtained any lawful written waiver of a meal period.

200. Plaintiff regularly worked work periods of more than five hours, and frequently more than ten hours, without receiving a compliant off-duty meal period. Defendants' productivity demands, customer

and permitting schedules, mandatory meetings and leadership calls, and commission-only compensation structure operated to discourage and impede the taking of meal periods.

201. Defendants failed to pay Plaintiff any premium wage under Labor Code section 226.7 or the applicable Wage Order for any missed, late, shortened, or interrupted meal period. The premium owed must be calculated at the regular rate of compensation, which includes commissions, overrides, and other non-discretionary remuneration.

202. Plaintiff is entitled to recover one additional hour of pay at the regular rate of compensation for each workday on which a compliant meal period was not provided, together with interest, attorney's fees, and costs as permitted by law. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount to be proven at trial.

203. This Cause of Action seeks unpaid premium wages under Labor Code section 226.7 and the applicable Wage Order.

TENTH CAUSE OF ACTION

Rest Period Violations

Labor Code § 226.7; Violation of the Applicable Wage Order

Against All Defendants

204. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

205. The applicable Wage Order requires an employer to authorize and permit all non-exempt employees to take paid rest periods of not less than ten minutes per four hours worked or major fraction thereof, and Labor Code section 226.7 requires an employer that fails to do so to pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period was not provided.

206. Defendants maintained no rest period policy applicable to Plaintiff, never advised him of any right to a paid rest period, never authorized or permitted paid rest periods, and maintained no record of rest periods.

207. Plaintiff regularly worked shifts of more than three and one-half hours, more than six hours, and more than ten hours without being authorized and permitted to take compliant paid rest periods.

Defendants' commission-only compensation structure, under which Plaintiff was paid nothing for time not spent producing revenue, independently operated to discourage the taking of paid rest periods.

208. Defendants failed to pay Plaintiff any premium wage under Labor Code section 226.7 for any rest period that was not authorized and permitted. Plaintiff is entitled to recover one additional hour of pay at the regular rate of compensation for each such workday, together with interest, attorney's fees, and costs as permitted by law. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount to be proven at trial.

209. This Cause of Action seeks unpaid premium wages under Labor Code section 226.7 and the applicable Wage Order.

ELEVENTH CAUSE OF ACTION

Untimely Payment of Wages

Labor Code §§ 204, 210

Against All Defendants

210. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

211. Labor Code section 204 requires that all wages earned by an employee be paid twice during each calendar month on days designated in advance as regular paydays, and that wages earned be paid within the periods section 204 prescribes.

212. Defendants failed to pay Plaintiff all wages earned within the periods Labor Code section 204 prescribes. Defendants withheld earned commissions, redline differentials, overrides, and bonuses beyond those periods, in some instances for months, and reserved to themselves unilateral discretion to determine whether and when to pay wages that had already been earned.

213. Defendants' failures were not the product of a good-faith dispute. Defendants knew the wages had been earned, controlled the calculation and timing of payment, and elected not to pay. Defendants' violations of Labor Code section 204 were willful and intentional.

214. Plaintiff seeks the statutory penalties provided by Labor Code section 210 of one hundred dollars (\$100) for each initial violation and, for each subsequent violation or any willful or intentional violation,

two hundred dollars (\$200) plus twenty-five percent (25%) of the amount unlawfully withheld, together with interest, attorney's fees, and costs as permitted by law.

215. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has suffered damages in an amount to be proven at trial and is entitled to all relief available under California law, including all relief sought in the Prayer for Relief set forth below.

TWELFTH CAUSE OF ACTION

Unfair Competition

Violation of Business and Professions Code § 17200

Against All Defendants

216. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

217. California Business and Professions Code § 17200 prohibits any unlawful, unfair, or fraudulent business act or practice. Defendants have engaged in and continue to engage in unlawful, unfair, and fraudulent business practices within the meaning of § 17200.

218. Defendants' conduct, as alleged herein, constitutes "unlawful" business practices because it violates multiple provisions of the California Labor Code, including but not limited to Labor Code §§ 200, 201, 202, 203, 204, 221, 223, 224, 226, 510, 1182.12, 1194, 1197, 1198, 2802, 3751, and Applicable Wage Order. These violations include, without limitation, failure to pay earned wages and commissions, unlawful deductions from wages, failure to reimburse necessary business expenses, failure to provide accurate wage statements, and misclassification of Plaintiff as an independent contractor.

219. Defendants' conduct also constitutes "unfair" business practices because it offends established public policy, is immoral, unethical, oppressive, and unscrupulous, and causes substantial injury to Plaintiff and similarly situated workers. Defendants gained an unfair competitive advantage by improperly shifting business costs to Plaintiff, avoiding payroll obligations, and failing to comply with California employment laws.

220. Defendants' conduct further constitutes "fraudulent" business practices because it was likely to deceive members of the public, including Plaintiff, regarding the true nature of the employment

relationship, the calculation and payment of commissions, and the legitimacy of deductions and offsets taken from wages.

221. Plaintiff seeks restitution of all money wrongfully obtained or retained by Defendants, including unpaid wages, commissions, and deducted amounts, as well as injunctive relief to prevent Defendants from continuing such unlawful practices. Plaintiff also seeks all other relief available under Business and Professions Code § 17200, including interest, costs, and attorney's fees where authorized by law.

222. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has suffered damages in an amount to be proven at trial and is entitled to all relief available under California law, including all relief sought in the Prayer for Relief set forth below.

THIRTEENTH CAUSE OF ACTION

Quantum Meruit / Unjust Enrichment, in the Alternative

Against All Defendants

223. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

224. In the alternative to Plaintiff's statutory claims, Plaintiff alleges that he provided valuable services to Defendants, including solar sales, recruiting, branch management, customer support, project coordination, and operational services.

225. Defendants knowingly accepted, used, and benefited from Plaintiff's services. Plaintiff's work directly contributed to Defendants' revenue generation, customer acquisition, project completion, and overall business operations.

226. Plaintiff rendered these services with the reasonable expectation that he would be fully compensated for the value of his work, including payment of commissions, overrides, and other compensation consistent with industry practice and Defendants' representations.

227. Defendants have failed to pay Plaintiff the reasonable value of the services rendered. Instead, Defendants retained the benefits of Plaintiff's labor while withholding compensation and imposing deductions and offsets.

1 228. As a result, Defendants have been unjustly enriched at Plaintiff's expense. It would be
2 inequitable for Defendants to retain the benefits of Plaintiff's services without providing full and fair
3 compensation.

4 229. Plaintiff therefore seeks restitution in an amount equal to the reasonable value of the services
5 provided, together with interest, costs, and such other and further relief as the Court deems just and
6 proper.

7 230. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff has
8 suffered damages in an amount to be proven at trial and is entitled to all relief available under California
9 law, including all relief sought in the Prayer for Relief set forth below.

10 **FOURTEENTH CAUSE OF ACTION**

11 **Violation of the Private Attorneys General Act**

12 Labor Code §§ 2698 et seq.

13 Against All Defendants

14 On Behalf of Plaintiff, the State of California, and All Aggrieved Employees

15 231. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

16 232. Plaintiff brings this Cause of Action as a private attorney general, as a proxy and agent of the
17 State of California and its Labor and Workforce Development Agency, on behalf of himself and all
18 other Aggrieved Employees as defined above, to recover the civil penalties PAGA makes available for
19 Defendants' violations of the Labor Code.
20

21 233. Plaintiff is an Aggrieved Employee within the meaning of Labor Code section 2699(c). Plaintiff
22 was employed by Defendants during the PAGA period and personally suffered each of the Labor Code
23 violations for which civil penalties are sought below.

24 234. Plaintiff has satisfied the notice and exhaustion requirements of Labor Code section 2699.3, as
25 alleged above.

26 235. Plaintiff gave notice to the LWDA and to Defendants that Defendants violated the following
27 provisions of the Labor Code and the applicable Wage Order with respect to Plaintiff and other
28 Aggrieved Employees:

- Labor Code sections 2775 and 226.8 (willful misclassification of individuals as independent contractors)
- Labor Code sections 1182.12, 1194, 1194.2, 1197, and 1197.1, and the applicable Wage Order (failure to pay minimum wages for all hours worked)
- Labor Code sections 510, 1194, and 1198, and the applicable Wage Order (failure to pay overtime and double-time wages)
- Labor Code sections 200, 201, 202, 204, and 218 (failure to pay all wages earned, including commissions and overrides, and failure to pay wages timely during employment and upon separation)
- Labor Code sections 221, 223, 224, and 225.5 (unlawful deductions from wages, secret payment of lower wages, and unlawful wage clawbacks)
- Labor Code section 3751 (unlawful exaction of workers' compensation premium contributions from employees)
- Labor Code section 2802 (failure to indemnify employees for necessary business expenditures and losses)
- Labor Code sections 226, 226.3, 1174, and 1174.5, and IWC Wage Order No. 4 (failure to furnish accurate itemized wage statements and failure to keep and maintain accurate records of hours worked and wages paid)
- Labor Code sections 558 and 558.1 (violation of provisions regulating hours and days of work under an Industrial Welfare Commission Order, and individual liability of owners, directors, officers, and managing agents who caused the violations)

236. Each of the violations described above was committed with respect to Plaintiff and, on information and belief, with respect to each other Aggrieved Employee, in each pay period during the PAGA period, pursuant to Defendants' uniform policies and practices alleged above.

237. Plaintiff seeks the civil penalties provided by the Labor Code for each of the violations enumerated above and, for any provision for which no civil penalty is specifically provided, the default civil penalties provided by Labor Code section 2699(f) of one hundred dollars (\$100) per Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200) per Aggrieved

Employee per pay period for each subsequent violation. Plaintiff seeks these penalties pursuant to Labor Code sections 2699(a) and 2699.3, together with reasonable attorney's fees and costs pursuant to Labor Code section 2699. Civil penalties recovered shall be distributed as Labor Code section 2699(m) provides.

238. Each Individual Defendant is personally liable for the civil penalties sought in this Cause of Action pursuant to Labor Code section 558.1, as an owner, director, officer, or managing agent of one or more Entity Defendants who caused the violations alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Jeffrey Cowart, individually and, as to the Fourteenth Cause of Action, as a proxy and agent of the State of California and all other aggrieved employees, respectfully requests relief, as follows:

1. A jury trial;
2. As to the First Cause of Action (Failure to Pay Earned Wages and Commissions):
 - a. Wages, including all unpaid commissions, redline differentials, overrides, and bonuses, in an amount to be proven at trial;
 - b. Interest on the wages due pursuant to California Labor Code section 218.6;
 - c. Reasonable attorney's fees and costs incurred pursuant to California Labor Code section 218.5;
3. As to the Second Cause of Action (Failure to Pay Minimum Wage):
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. Reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action (Failure to Pay Overtime Wages):
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;

- 1 c. Reasonable attorney's fees and costs incurred pursuant to California Labor Code section
2 1194;
- 3 5. As to the Fourth Cause of Action (Waiting Time Penalties):
- 4 a. Penalties pursuant to California Labor Code section 203 in an amount equal to each
5 employee's daily rate of pay for each day wages remained unpaid, up to thirty (30) days;
- 6 b. Attorney's fees, costs, and interest pursuant to California Code of Civil Procedure section
7 1021.5;
- 8 c. For any initial violation, one hundred dollars (\$100) for each failure to pay each
9 employee;
- 10 d. For each subsequent violation, or any willful or intentional violation, two hundred dollars
11 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
12 withheld;
- 13 6. As to the Fifth Cause of Action (Unlawful Deductions and Wage Clawbacks):
- 14 a. All wages unlawfully deducted, offset, charged back, recouped, or withheld, in an
15 amount to be proven at trial;
- 16 b. Interest on the wages due pursuant to California Labor Code section 218.6;
- 17 c. Reasonable attorney's fees and costs incurred pursuant to California Labor Code section
18 218.5;
- 19 7. As to the Sixth Cause of Action (Failure to Reimburse Necessary Business Expenses):
- 20 a. All necessary expenditures and losses incurred, in an amount to be proven at trial;
- 21 b. Interest from the date on which each expenditure or loss was incurred, pursuant to
22 California Labor Code section 2802(b);
- 23 c. Reasonable attorney's fees and costs pursuant to California Labor Code section 2802(c);
- 24 8. As to the Seventh Cause of Action (Wage Statement Violations):
- 25 a. Penalties as provided for in Labor Code section 226(e), including the greater of all actual
26 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred
27 and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay
28 period, but not to exceed four thousand dollars (\$4,000.00);

- 1 b. Reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);
- 2 9. As to the Eighth Cause of Action (Unlawful Charge to Employee for Workers' Compensation
- 3 Coverage):
- 4 a. Restitution of all amounts unlawfully exacted, received, or deducted, in an amount to be
- 5 proven at trial;
- 6 b. Attorney's fees, costs, and interest pursuant to California Code of Civil Procedure section
- 7 1021.5;
- 8 10. As to the Ninth Cause of Action (Meal Period Violations):
- 9 a. One additional hour of pay at the regular rate of compensation for each workday on which
- 10 a compliant meal period was not provided, in an amount to be proven at trial;
- 11 b. Attorney's fees, costs, and interest pursuant to California Code of Civil Procedure section
- 12 1021.5;
- 13 11. As to the Tenth Cause of Action (Rest Period Violations):
- 14 a. One additional hour of pay at the regular rate of compensation for each workday on which
- 15 a compliant rest period was not authorized and permitted, in an amount to be proven at
- 16 trial;
- 17 b. Attorney's fees, costs, and interest pursuant to California Code of Civil Procedure section
- 18 1021.5;
- 19 12. As to the Eleventh Cause of Action (Untimely Payment of Wages):
- 20 a. For any initial violation, one hundred dollars (\$100) for each failure to pay each
- 21 employee;
- 22 b. For each subsequent violation, or any willful or intentional violation, two hundred
- 23 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
- 24 unlawfully withheld;
- 25 13. As to the Twelfth Cause of Action (Unfair Competition):
- 26 a. Restitution, pursuant to Business and Professions Code section 17203, of all wages,
- 27 commissions, and other amounts wrongfully obtained or retained by Defendants during
- 28 the four years preceding the filing of the original Complaint in this action;

1 b. Injunctive relief restraining Defendants from continuing the unlawful, unfair, and
2 fraudulent business practices alleged herein;

3 c. Attorney's fees, costs, and interest pursuant to California Code of Civil Procedure section
4 1021.5;

5 14. As to the Thirteenth Cause of Action (Quantum Meruit / Unjust Enrichment, in the Alternative,
6 brought on behalf of Plaintiff individually):

7 a. Restitution in an amount equal to the reasonable value of the services rendered, to be
8 proven at trial;

9 b. Interest and costs as provided by law;

10 15. As to the Fourteenth Cause of Action (Private Attorneys General Act):

11 a. For civil penalties as provided in the Labor Code for each enumerated violation;

12 b. For those Labor Code sections where there is no civil penalty provided for their violation,
13 the default penalty provided in Labor Code section 2699(f): for any initial violation, one
14 hundred dollars (\$100) for each aggrieved employee per pay period; for any subsequent
15 violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

16 c. For civil penalties pursuant to Labor Code section 226.8 for the willful misclassification
17 of individuals as independent contractors;

18 d. Distribution of all civil penalties recovered as provided in Labor Code section 2699(m);

19 e. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

20 f. For any other remedies as allowed by law and/or deemed appropriate by the Court;

21 16. For such other and further relief as this Court may deem just and proper, including, but not
22 limited to:

23 a. Wages as proved at trial;

24 b. Injunctive and declaratory relief;

25 c. Attorney's fees and costs as provided for by law; and

26 d. Interest.
27
28

Dated this 31st day of July, 2026

Chapman Legal, PLLC

By: /s/ Andrew Chapman
Andrew Chapman
Attorney for Plaintiff