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Attorneys for Plaintiff Angel Martinez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANGEL MARTINEZ,

Plaintiff,

vs.

CLIMATE SOLAR SOLUTIONS LLC;
PATRICK MOLESWORTH; PROSOLAR
CALIFORNIA LLC; and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: **24STCV06226**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PROVIDE REST BREAKS;**
- 7) FAILURE TO PROVIDE MEAL BREAKS;**
- 8) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 10) DISCRIMINATION IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA");**
- 11) RETALIATION IN VIOLATION OF FEHA;**
- 12) FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA;**
- 13) RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**

1) **14) RETALIATION IN VIOLATION OF**
2) **LABOR CODE SECTION 98.6;**
3) **15) VIOLATION OF BUSINESS AND**
4) **PROFESSIONS CODE SECTION**
5) **17200.**

6)
7)
8) **JURY TRIAL DEMANDED**
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14 COMES NOW Plaintiff, ANGEL MARTINEZ (hereinafter “Plaintiff”), and alleges as
15 follows:
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17 **PARTIES, JURISDICTION, and VENUE**

18 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
19 County of Los Angeles in this judicial district because Defendants CLIMATE SOLAR
20 SOLUTIONS LLC; PATRICK MOLESWORTH; PROSOLAR CALIFORNIA LLC and
21 DOES 1 to 25, inclusive (hereinafter collectively “CLIMATE SOLAR” or “Defendant(s)”) do
22 business in the County of Los Angeles, and because Defendants’ obligations and liabilities
23 arise therein, and because the work that was performed by Plaintiff in the County of Los
24 Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed
25 \$35,000.
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27 2. Plaintiff is a male resident of the County of Los Angeles, State of California.
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1 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
2 CLIMATE SOLAR SOLUTIONS LLC and PROSOLAR CALIFORNIA LLC are
3 California Limited Liability Companies, doing business in the County of Los Angeles, State of
4 California, and which employed Plaintiff. Plaintiff alleges that CLIMATE SOLAR
5 SOLUTIONS LLC and PROSOLAR CALIFORNIA LLC are “joint employers” in that each
6 controlled the wages, hours, and/or working conditions of Plaintiff and other employees.
7 Moreover, CLIMATE SOLAR SOLUTIONS LLC and PROSOLAR CALIFORNIA LLC are
8 considered an “integrated enterprise” under the law. The integrated enterprise test sets forth four
9 factors for assessing whether two entities are considered a single entity for purposes of liability:
10 (1) interrelation of operations; (2) common management; (3) centralized control of labor
11 relations; and (4) common ownership or financial control. Even though one does not have to
12 show proof of all factors to prevail on an integrated enterprise claim, here all four factors are
13 unequivocally met as all companies and entities have the exact same ownership and
14 management, including Patrick Molesworth. Furthermore, there is centralized control of labor
15 relations and there is interrelation of operations considering the fact that employees from one
16 business also worked for the other business.

19 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
20 PATRICK MOLESWORTH is a male resident of the State of California, and the owner,
21 managing agent, and/or director CLIMATE SOLAR SOLUTIONS LLC and PROSOLAR
22 CALIFORNIA LLC. Defendant PATRICK MOLESWORTH is being included in this lawsuit
23 pursuant to Labor Code Section 558.1 in that he was involved in the day-to-day operations of
24 the businesses and, as such, controlled the hours, wages, and/or working conditions of Plaintiff
25 and other hourly, non-exempt employees. Defendants CLIMATE SOLAR SOLUTIONS LLC,
26 PROSOLAR CALIFORNIA LLC and PATRICK MOLESWORTH are collectively
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referred to herein as “Defendant(s)” (unless otherwise noted) or “CLIMATE SOLAR”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

7. Plaintiff started working at CLIMATE SOLAR in 2022 as an electrical lead installation and later as an inspection technician. Plaintiff is still currently employed at CLIMATE SOLAR. During his employment tenure, Plaintiff was classified as an hourly, non-exempt employee and earned approximately \$30 per hour as his latest rate of pay.

8. CLIMATE SOLAR has committed numerous labor code violations against Plaintiff and other similarly situated aggrieved employees.

9. CLIMATE SOLAR has committed the below labor code violations against Plaintiff and other hourly, non-exempt employees. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a

1 year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his
2 claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of
3 wages upon termination of employment and weekly payment of wages to temporary
4 employees. The trial court determined Huff was not a temporary employee, and therefore,
5 lacked standing to bring the claim. Thus, Securitas was granted a motion for summary
6 judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a
7 new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor
8 Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA
9 statute only allows the PAGA representative to sue for violations that the representative has
10 personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit
11 on behalf of themselves and others. The statute also states that an “aggrieved employee” is
12 “any person who was employed by the alleged violator and against whom one or more of the
13 alleged violations was committed.” Because at least one of the violations that Huff had alleged
14 had affected him personally, the Court of Appeal denied Securitas’ motion.

17 10. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
18 other employees, it allows for suits broader than the specific violations the named employee
19 experienced. Therefore, even if the employee did not personally experience the Labor Code
20 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
21 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
22 employees of CLIMATE SOLAR (third party or directly employed by the company), including
23 hourly non-exempt employees, irrespective of job title or job duties and irrespective of location
24 worked, as long as it was in the state of California.

26 11. CLIMATE SOLAR did not provide Plaintiff and other similarly situated aggrieved
27 employees with the minimum wages to which they were entitled for all work performed and did
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1 not compensate him and others for all hours worked pursuant to California Labor Code sections
2 1194, 1197 and 1197.1. This is so because Plaintiff and others consistently worked “off the
3 clock” in that the company had a policy of rounding down hours to the detriment of employees
4 who would not be paid for all hours worked. In addition, the company’s time clock system had
5 an auto deduct of meal periods on a daily basis, irrespective of whether Plaintiff and others
6 actually received and were able to take meal periods. Since Plaintiff and others were not able to
7 take consistent meal/rest breaks due to not being able to leave his post, Plaintiff and others were
8 unequivocally not paid for all hours worked and were not even paid the minimum wage in
9 contravention of California law. Consequently, Plaintiff was not being paid for all hours worked
10 and was not being paid the minimum wage for all hours worked. Moreover, Plaintiff did “off the
11 clock” work in that he would have to answer work-related calls on his phone after hours from
12 customers. The customers would get angry if he did not answer and the office would fail to
13 communicate with the clients, who would then call Plaintiff for work-related issues and
14 questions. In addition, CLIMATE SOLAR failed to pay proper reporting time pay to all
15 employees.
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18 12. Additionally, pursuant to California Industrial Welfare Commission Order No. 4/7/16-
19 2001, Section 9(B), “When tools or equipment are required by the employer or are necessary to
20 the performance of a job, such tools and equipment shall be provided and maintained by the
21 employer, except that an employee whose wages are at least two (2) times the minimum wage
22 provided herein may be required to provide and maintain hand tools and equipment customarily
23 required by the trade or craft.” CLIMATE SOLAR unequivocally required its employees,
24 including technicians like Plaintiff, to provide their own hand tools for the performance of their
25 job duties. As such, CLIMATE SOLAR violated the aforementioned IWC Wage Orders in that
26 CLIMATE SOLAR required its employees, including Plaintiff, to provide and maintain hand
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1 tools and equipment customarily required by the trade but did NOT compensate these employees
2 at least two (2) times the minimum wage at all times during their employment tenure.

3 13. Due to the above, including the “off the clock” work and time shaving and auto deduct
4 for meal periods, CLIMATE SOLAR also violated Labor Code §510 because it failed to pay
5 Plaintiff and other similarly situated aggrieved employees overtime, even though they worked
6 more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their
7 employment. This is so because CLIMATE SOLAR did not factor in the “off the clock” hours
8 for purposes of overtime payment in that the “off the clock” hours caused employees to be
9 entitled to overtime compensation, however, they were not paid the proper and correct
10 overtime compensation. Moreover, any bonuses or incentive payments, including sign-up
11 bonuses, were not factored into Plaintiff’s and others’ regular rate of pay for purposes of
12 deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments
13 were also not factored into employees’ regular rate for purposes of receiving meal and rest
14 break premiums per the Ferra v. Loews case.

15
16 14. CLIMATE SOLAR violated Labor Code §§ 512 and 226.7 along with the applicable
17 Industrial Welfare Commission Wage Order (no. 4/7/16) because it failed to provide Plaintiff
18 and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal
19 periods for every five (5) hours of work throughout their employment, and Plaintiff did not
20 validly waive said meal periods. CLIMATE SOLAR did not completely relieve Plaintiff of all
21 duties during said meal periods. CLIMATE SOLAR did not pay to Plaintiff one additional hour
22 of pay at Plaintiff’s regular rate of compensation for each workday that one or more statutory
23 meal periods was not provided. It was not part of the company culture for employees such as
24 Plaintiff and others to consistently receive a meal break before the 5th hour worked and for the
25 meal break to be uninterrupted. In fact, Plaintiff and others would not and did not take meal
26 breaks due to the nature of their job being on the road with customers, even though the company
27 timekeeping system actually automatically deducted 30 minutes from Plaintiff and others.

1 Plaintiff and others never physically clocked in and out for a meal period. As such, it was the
2 normal practice and custom of CLIMATE SOLAR not to authorize, permit, and enforce
3 UNINTERRUPTED statutory meal periods. As such, the environment and culture at CLIMATE
4 SOLAR was not conducive to receiving consistent, statutory meal breaks under California law.
5 If CLIMATE SOLAR had Plaintiff sign a meal period waiver, it would not be valid and
6 enforceable since Plaintiff and others generally worked more than a 6-hour shift. If CLIMATE
7 SOLAR had Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work
8 through the meal periods, it would be invalid and unenforceable because the nature of Plaintiff's
9 job does not and did not prevent him from taking a meal period and the company could have
10 hired "breakers" to relieve Plaintiff of his job duties so that he can actually take a timely,
11 uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow
12 for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others did
13 not generally receive statutory, timely meal periods during their employment. To the extent that
14 CLIMATE SOLAR argues that employees receive meal break premium pay for missed meal
15 periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties
16 are for the violations themselves, irrespective of whether an employee received the premium
17 payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection,*
18 *Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice between
19 providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire*
20 *Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of
21 pay does not excuse the violation; the employer has still committed a violation even if the remedy
22 for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL
23 1110302 at *4). As such, the work environment and culture at CLIMATE SOLAR was not
24 conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover,
25 any meal or rest break premiums paid were not compensated at the weighted average regular
26 rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

27 15. Similarly, CLIMATE SOLAR violated Labor Code § 226.7 along with Industrial
28 Welfare Commission Wage Order (no. 4/7/16) because it failed to provide Plaintiff and other
similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or

majority portion thereof, throughout their employment. CLIMATE SOLAR did not completely relieve Plaintiff of all duty during said rest periods. CLIMATE SOLAR did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods was not provided. Like the situation involving meal breaks, it was not company policy and not part of the company culture for employees such as Plaintiff and others to always take two timely, uninterrupted rest breaks per day. In fact, Plaintiff and others did not get any timely, uninterrupted rest breaks throughout their employment tenure. As such, the culture at CLIMATE SOLAR did not lend itself to the employees receiving timely and uninterrupted statutory breaks wherein they were relieved of all work duties.

16. Furthermore, during the relevant time period, and due to the violations as alleged above, CLIMATE SOLAR failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. CLIMATE SOLAR was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, all hours worked, all hourly rates in effect, overtime hours worked, gross wages earned, premium pay for missed meal and rest breaks, all deductions, net wages earned, gross wages earned, all deductions, the correct name and address of the employing entity, the start and end of the pay period, and reimbursement for business expenses, among others. As such, CLIMATE SOLAR did not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized wage statements during the PAGA period.

17. CLIMATE SOLAR violated Labor Code § 203 because it willfully failed to pay other similarly situated aggrieved employees their earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, overtime

1 compensation, premium pay for missed meal and rest breaks, and business expense
2 reimbursement, among others.

3 18. During the relevant time period, CLIMATE SOLAR also failed to keep accurate and
4 complete payroll records showing the hours worked by Plaintiff and other similarly situated
5 aggrieved employees as well as the correct wages paid to Plaintiff and other aggrieved employees
6 pursuant to California Labor Code sections 1174(d).

7 19. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related
8 expenses and costs that were not reimbursed by CLIMATE SOLAR. These costs include, but
9 are not limited to, use of personal cell phones for work purposes, use of personal hand tools to
10 effectuate job duties, and uniforms. Accordingly, CLIMATE SOLAR was in violation of
11 California Labor Code sections 2800 and 2802.

12 20. Furthermore, CLIMATE SOLAR did not provide for proper sick pay and sick leave, and
13 which was not delineated on employee pay stubs in violation of Labor Code sections 233 and
14 246 and also failed to provide worker's compensation coverage under Labor Code section
15 3700.5.
16

17 21. In addition, Plaintiff would have individual claims for discrimination and retaliation
18 under the Fair Employment and Housing Act (FEHA) in that Plaintiff was demoted and his work
19 hours and schedule were cut after he took paternity leave/baby bonding time. In fact, during the
20 conversation with Human Resources about the issue, Human Resources told Plaintiff that this
21 was happening "due to you going on baby leave..." Pursuant to California Government Code
22 section 12960, Plaintiff has exhausted his administrative remedies. Plaintiff filed a complaint
23 with the California Civil Rights Department (formerly, Department of Fair Employment and
24 Housing ("DFEH"), alleging claims in this complaint. The California Civil Rights Department
25 immediately issued to Plaintiff a right to sue letter/notice.
26

27 22. Furthermore, Plaintiff would also have individual claims under Labor Code sections 98.6
28 and 1102.5 in that after Plaintiff brought forth complaints about labor code violations via a

PAGA notice that was sent to Defendants on December 29, 2023.

23. After Defendants received Plaintiff's PAGA notice and notice of the claimed violations, Plaintiff was retaliated against at the workplace in an effort to try to get Plaintiff to quit his employment. For instance, Defendants would keep Plaintiff home on certain days while other employees were able to come in for safety trainings. Moreover, Plaintiff was written up for smoking in his vehicle when Patrick vapes all the time in company vehicles and at the warehouse. Plaintiff's work hours have been cut significantly after Defendants received the PAGA notice, which has led to Plaintiff's health insurance being terminated. Defendants have been tracking Plaintiff's various stops very closely, making it difficult for Plaintiff to use the restroom and are constantly singling out Plaintiff and harassing Plaintiff with respect to his estimated time of arrival at different locations. Defendants also recently sent Plaintiff home for not having appropriate work boots even though Plaintiff was told he did not need them. The bottom line is that Defendants have made and continue to make every effort to make Plaintiff's work environment extremely difficult after receiving Plaintiff's PAGA notice in the mail.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4-2001/7-2001/16-2001, California Code Of Regulations Title 8 Section 11040/11070/11160, and California Labor Code Section 1198)

(Plaintiff against all named defendants and all DOE defendants)

24. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 23, inclusive, of this Complaint as though fully set forth herein.

25. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001/7-2001/16-2001, California Code of Regulations, Title 8, Section 11040/11070/11160.

1 26. For the three (3) years preceding filing of this action, Defendants failed to compensate
2 Plaintiff for all hours worked.

3 27. Under the aforementioned wage order and regulations, Plaintiff is to recover
4 compensation for all hours worked but not paid by Defendants for the three (3) years
5 preceding the filing of this Complaint.

6 28. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
7 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
8 this Court.

9 29. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
10 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
11 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
12 reasonable attorney's fees and costs of suit.

13 30. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
15 amount known to Plaintiff once he has obtained all of his payroll records from
16 Defendants.
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19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(California Labor Code Sections 1194, 1194.2, 1197)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 31. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 30, inclusive, of this Complaint as though fully set forth herein.
25

26 32. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
27 to suffer or permit a California employee to work without paying wages at the minimum wage
28

1 rate for all hours worked as required by the applicable Industrial Welfare Commission
2 (hereinafter "IWC") Wage Order No. 4-2001/7-2001/16-2001, codified at California Code of
3 Regulations, Title 8, Section 11040/11070/11160, subdivision 4.

4 33. Pursuant to IWC Wage Order no. 4-2001/7-2001/16-2001, subdivision 2(K)/(H), at all
5 relevant times, "hours worked" included "the time during which an employee is subject to the
6 control of an employer, and includes all the time the employee is suffered or permitted to work,
7 whether or not required to do so..."

8 34. During his employment, Plaintiff was regularly required as a matter of uniform
9 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
10 was paid less than the minimum wage rate by Defendants for hours worked in violation of
11 California Labor Code Section 1197 and the applicable California Industrial Wage
12 Commission wage order(s).

13 35. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
14 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
15 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
16 to believe that their acts or omissions were not contrary to California law.

17 36. For all hours worked by Plaintiff for which he was paid less than the minimum wage
18 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
19 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
20 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
21 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

22 37. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

25 ///

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 4-2001/7-2001/16-2001, California Code of Regulations Title 8 Section 11040/11070/11160; California Labor Code Section 510)

(Plaintiff against all named defendants and all DOE defendants)

38. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 37, inclusive, of this Complaint as though fully set forth herein.

39. Pursuant to Industrial Welfare Commission Order No. 4-2001/7-2001/16-2001, Cal. Code of Regs., Title 8, Section 11040/11070/11160, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

40. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001/7-2001/16-2001, California Code of Regulations, Title 8, Section 11040/11070/11160.

41. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a single workday or forty (40) hours in a single workweek on numerous occasions.

42. Plaintiff was entitled to the above overtime premiums.

43. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past

1 twelve (12) in a day.

2 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
3 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

4 45. Plaintiff worked at least one pay period in which he was not properly paid overtime
5 within the three (3) years prior to the initiation of this lawsuit.

6 46. Defendants know or should know the actual dates of overtime worked, the amount of
7 overtime worked, and the amount of unpaid overtime due.

8 47. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
9 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
10 Court.

11 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
12 Regulations, Title 8, Sections 11040/11070/11160, Plaintiff is entitled to recover damages for
13 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
14 reasonable attorney's fees and costs of suit.

15 49. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial.

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20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 **(California Labor Code Section 226)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

26 51. Pursuant to California Labor Code Section 226, every employer must furnish each
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1 employee an itemized statement of wages and deductions at the time of payment of wages.

2 52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
3 accurately reflected all information required by Labor Code Section 226, including but not
4 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
5 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
6 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
7 statements to Plaintiff in accordance with California Labor Code Section 226(a).
8

9 53. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
10 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
11 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
12 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
13 reasonable attorney's fees.
14

15 54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
16 sustained damages, including loss of earnings, in an amount to be established at trial. As a
17 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
18 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
19 and attorney's fees pursuant to statute.
20

21 55. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

24 **FIFTH CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

26 **(California Labor Code Section 204)**

27 **(Plaintiff against all named defendants and all DOE defendants)**
28

1 56. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

3 57. California Labor Code Section 204 establishes the fundamental right of all employees
4 in the State of California to be paid wages in a timely fashion for their work.

5 58. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
6 full amount of all owed wages when due as required by California Labor Code Section 204.

7 59. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
8 informed, believes, and thereon alleges, that all times relevant during the liability period,
9 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
10 including overtime hours, the minimum wage, and premium pay for missed meal and rest
11 breaks.
12

13 60. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
14 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
15 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
16 from Defendants' records or indirectly based on information from Defendants' records.
17

18 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.
21

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO GIVE REST BREAKS**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

27 63. Plaintiff brings this cause of action under the following laws, for the following reasons:
28

- 1 a. Title 8 of the California Code of Regulations Sections 11040/11070/11160(12)(A),
2 which provides that every employer shall authorize and permit all employees to
3 take rest periods, which insofar as practicable shall be in the middle of each work
4 period. The authorized rest period time shall be based on the total hours worked
5 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
6 thereof;
- 7 b. Title 8 of the California Code of Regulations Sections 11040/11070/11160(12)(B),
8 which provides that if an employer fails to provide an employee a rest period in
9 accordance with the applicable provisions of this order, the employer shall pay the
10 employee one (1) hour of pay at employee's regular rate of compensation for each
11 workday that the rest period is not provided;
- 12 c. Title 8 of the California Code of Regulations sections 11040/11070/11160(20)(A),
13 which penalizes the employer \$50.00 for each initial violation, per employee, of any
14 provision of the Wage Order, and \$100.00 for each additional violation thereafter
15 per employee; and
- 16 d. California Labor Code section 226.7, which states that (a) no employer shall require
17 any employee to work during any rest period mandated by an applicable order of
18 the Industrial Welfare Commission, and (b) if an employer fails to provide an
19 employee a rest period in accordance with an applicable order of the Industrial
20 Welfare Commission, the employer shall pay the employee one (1) additional hour
21 of pay at employee's regular rate of compensation for each work day that the rest
22 period is not provided.

23 64. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
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1 rest break after every four (4) hours of work or major fraction thereof, as required by California
2 law.

3 65. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 66. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.
12

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO GIVE MEAL BREAKS**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

18 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19
- 20 a. California Labor Code section 512(a), which requires that employees be given a 30-
21 minute uninterrupted meal break after five (5) hours of work, and a second
22 uninterrupted meal break after ten (10) hours of work;
23
- 24 b. California Labor Code section 226.7, which states that (a) no employer shall require
25 any employee to work during any meal period mandated by an applicable order of
26 the Industrial Welfare Commission, and (b) if any employer fails to provide an
27 employee a meal period in accordance with an applicable order of the Industrial
28

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at the employee's regular rate of compensation for each workday that the
3 meal period is not provided;

4 c. California Industrial Welfare Commission Order No. 4/7/16 section 11(B), as
5 codified under Title 8 of the California Code of Regulations Section
6 11040/11070/11160, which states that if an employer fails to provide an employee a
7 meal period in accordance with the applicable provisions of the Wage Order, the
8 employer shall pay the employee one (1) hour of pay at the employee's regular rate
9 of compensation for each workday that the meal period is not provided;
10

11 d. California Industrial Welfare Commission Wage Order No. 4/7/16 Section 7(A)(3),
12 as codified under Title 8 of the California Code of Regulations Section
13 11040/11070/11160, which requires an employer to maintain records documenting
14 its employees' meal periods;

15 e. California Industrial Welfare Commission wage order No. 4/7/16 Section 20(A), as
16 codified under California Code of Regulations Section 11040/11070/11160, which
17 penalizes the employer \$50.00 for each initial violation, per employee, of any
18 provision of the Wage Order, and \$100.00 for each additional violation thereafter
19 per employee; and
20

21 f. California Labor Code section 1171 and 1173, which have given the California
22 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4 ,
23 7, and 16) as enforceable law.
24

25 70. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
26 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
27 take a second relieved meal break after ten (10) hours of work, as required by California law.
28

1 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
2 4/7/16, as codified under California Code of Regulations Sections 11040/11070/11160 et. seq.
3 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
4 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
5 all work duty. California Labor Code section 226.7 provides that employers may not require
6 their employees to work through their meal periods. California Labor Code section 226.7 and
7 California Code of Regulations section 11040/11070/11160 requires that if the employer fails
8 to provide the employee with an uninterrupted meal period, the employer must pay the
9 employee one (1) hour of pay for each work day that the meal period is not given.
10

11 71. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
12 regulations, and wage orders alleged in this cause of action along with any allowable interest,
13 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
14 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
15

16 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
17 fees as well as interest under Labor Code section 218.6.

18 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.
21

22 **EIGHTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

24 **(Plaintiff against All Named Defendants and all DOE defendants)**

25 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

27 75. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
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1 employee for all necessary expenditures or losses incurred by the employee in direct
2 consequence of the discharge of his or her duties.”

3 76. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
4 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
5 of completing his job duties, which were not reimbursed by Defendant. These expenses
6 include, but are not limited to, use of personal cell phones for work purposes, use of personal
7 hand tools to effectuate job duties, and uniforms.

8
9 77. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
10 and attorney’s fees and costs, under Labor Code section 2802.

11 **NINTH CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
14 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5,**
1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 3700.5)

15 **(Plaintiff against All Named Defendants and all DOE defendants)**

16 78. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

18 79. Plaintiff has complied with the procedures for bringing suit specified in California
19 Labor Code § 2699.3.

20 80. By letter dated December 29, 2023, Plaintiff gave written notice by certified mail to the
21 Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific
22 provisions of the California Labor Code alleged to have been violated, including the facts and
23 theories to support the alleged violations.

24 81. Pursuant to California Labor code section 2699.3, no response was received from
25 the LWDA within 65 days of the postmark date of the above-alleged letter.

26 82. Plaintiff therefore has exhausted all administrative remedies required of him under
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1 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
2 cause of action and pursue penalties in a representative action for Defendants' violations of the
3 Labor Code.

4 83. Pursuant to California Labor Code section 2699, any provisions of the Labor
5 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
6 departments, divisions, commissions, boards, agencies, or employees for violation of the code
7 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
8 on behalf of himself or herself and other current or former employees pursuant to the procedures
9 specified in California Labor Code section 2699.3.

10 84. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
11 violator and had one or more of the alleged violations committed against him, and therefore is
12 properly suited to represent the interests of other current and former employees, including all
13 current and former hourly, non-exempt employees who worked for CLIMATE SOLAR at all
14 locations in the State of California during the applicable PAGA Period.

15 85. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
16 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
17 numerous provisions of the California Labor Code as alleged in this Complaint.

18 86. Plaintiff therefore has exhausted all administrative remedies required of him under
19 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
20 this cause of action and pursue penalties in a representative action for Defendants' violations of
21 the Labor Code.

22 87. California Labor Code section 2699 et seq. imposes penalties upon culpable
23 Defendants for violating the Labor Code.

24 88. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
25 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
26 seeking individual penalties/victim specific relief or underpaid wages for himself or other
27 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
28 this Complaint for individual wages but is not seeking wages through the PAGA action.

89. Specifically, Plaintiff seeks penalties under California Labor Code

1 section 2699, for the following:

2 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
3 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
4 2802, 3700.5, and any other Labor Codes/Industrial Welfare Commission Order (No. 4/7/16)
5 violated based on the facts alleged in this Complaint.

6 90. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
7 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
8 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
9 limits of this Court.

10 **TENTH CAUSE OF ACTION**

11 **DISCRIMINATION IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT**

12 **(Plaintiff against Defendants CLIMATE SOLAR SOLUTIONS and PROSOLAR**
13 **CALIFORNIA LLC and All DOE Defendants)**

14 91. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

16 92. At all times herein mentioned, FEHA, Government Code section 12900, et seq.,
17 was in full force and effect and was binding on Defendants. FEHA and Government Code
18 Section 12900 et seq. expressly provide that the practice of discrimination because of one's sex
19 and/or familial status is recognized and declared to be a civil right. Gov. C. Section 12921(b).
20 As a result of Plaintiff's status of being a male employee who had taken time off for paternity
21 leave after the birth of his child and due to his familial association in that regard, Defendants
22 retaliated against Plaintiff as alleged above. As such, Plaintiffs unlawfully discriminated
23 against Defendant in violation of FEHA.

24 93. In engaging in the aforementioned conduct, corporate Defendants, and each of them,
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1 aided, abetted, incited, compelled, and/or coerced unlawful employment practices in violation
2 of the announced policy of this State against such practices. Furthermore, they failed to take
3 immediate and appropriate corrective action to prevent this type of discrimination at the
4 workplace.

5 94. As a proximate result of the conduct of Defendants, Plaintiff has suffered and will
6 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other
7 pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer
8 physical and emotional injuries, including nervousness, humiliation, depression, anguish,
9 embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of
10 Plaintiff's damages will be ascertained at trial.
11

12 95. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
13 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
14 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.
15

16 96. The acts of oppression, fraud, and/or malice, were engaged in by employees and owner
17 of Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of
18 each employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified
19 the wrongful conduct for which an award of punitive damages is sought, and/or was personally
20 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
21 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
22 part of an officer, director, or managing agent of each of the Defendants, thereby entitling
23 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with
24 California Civil Code section 3294 in a sum appropriate to punish and make an example of
25 each Defendant.
26

27 97. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
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1 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
2 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
3 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
4 award of attorneys' fees and costs.

5 **ELEVENTH CAUSE OF ACTION**

6 **RETALIATION IN VIOLATION OF FEHA**

7 **(Plaintiff against Defendants CLIMATE SOLAR SOLUTIONS and PROSOLAR**
8 **CALIFORNIA LLC and All DOE Defendants)**

9
10 98. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 97, inclusive, of this Complaint as thought fully set forth herein.

12 99. At all times herein mentioned, Government Code section 12940 et. seq. was in full
13 force and effect and was binding upon Defendants. Said statute imposes certain duties upon
14 Defendants concerning retaliation against persons, such as Plaintiff, on the basis of sex/gender
15 or for taking paternity leave or any type of medical leave in general, including statutory leave
16 under the CFRA/FMLA. Said statutes were intended to prevent the type of injury and damage
17 set forth herein. Plaintiff was, at all times herein mentioned, a member of the class of persons
18 intended to be protected by said statutes. As alleged above, Plaintiff was retaliated against after
19 taking time off for paternity leave.
20

21 100. As a direct and proximate result of the conduct of Defendants, and each of them,
22 Plaintiff has been harmed in that Plaintiff has suffered the loss of wages, salary, and
23 benefits, among other things. As a result, Plaintiff has suffered such damages in an amount
24 according to proof.
25

26 101. As a further direct and proximate result of the conduct of Defendants, and each of
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1 them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish, and
2 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
3 such damages in an amount according to proof.

4 102. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
5 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
6 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

7 103. The acts of oppression, fraud, and/or malice, were engaged in by employees/owners of
8 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
9 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
10 wrongful conduct for which an award of punitive damages is sought, and/or was personally
11 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
12 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
13 part of an officer, director, or managing agent of each of the Defendants, thereby entitling
14 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with
15 California Civil Code section 3294 in a sum appropriate to punish and make an example of
16 each Defendant.

17 104. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
18 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
19 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
20 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
21 award of attorneys' fees and costs.

22 **TWELFTH CAUSE OF ACTION**

23 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION**

24 **OF FEHA**

**(Plaintiff against Defendants CLIMATE SOLAR SOLUTIONS and PROSOLAR
CALIFORNIA LLC and All DOE Defendants)**

105. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 104, inclusive, of this Complaint as thought fully set forth herein.

106. FEHA requires employers to take “all reasonable steps necessary to prevent discrimination and harassment from occurring.” (Gov. Code section 12940, subd. (k)).

107. As alleged above, Plaintiff was subjected to discrimination and retaliation.

108. Defendants failed to take all reasonable steps necessary to prevent discrimination and retaliation. In addition, Defendants failed to remedy such discrimination and retaliation when it realized and was informed that it was occurring. Defendants further failed to train, supervise, and monitor its employees and agents.

109. The failure of Defendants to prevent discrimination and retaliation created and encouraged an environment where such discrimination and retaliation was condoned, encouraged, tolerated, sanctioned, and/or ratified.

110. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has been harmed in that Plaintiff has suffered the loss of wages, salary, benefits, and additional amounts of money Plaintiff would have received if Defendant had not been retaliated against Plaintiff. As a result, Plaintiff has suffered such damages in an amount according to proof.

111. As a further direct and proximate result of the conduct of Defendants, Plaintiff has been harmed in that Plaintiff has suffered the intangible loss of employment-related opportunities. As a result, Plaintiff has suffered such damages in an amount according to proof.

112. As a further direct and proximate result of the conduct of Defendants, Plaintiff has

1 been harmed in that Plaintiff has suffered humiliation, mental anguish, and emotional distress,
2 and has been harmed in mind and body. As a result, Plaintiff has suffered such damages in an
3 amount according to proof.

4 113. The above-recited actions of Defendants was done with malice, fraud, oppression,
5 and in reckless disregard of Plaintiff's rights under FEHA. Accordingly, Plaintiff is entitled to
6 an award of punitive damages.

7 **THIRTEENTH CAUSE OF ACTION**

8 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

9
10 **(Plaintiff against Defendants CLIMATE SOLAR SOLUTIONS and PROSOLAR**
11 **CALIFORNIA LLC and All DOE Defendants)**

12 114. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

14 115. At all times material to this Complaint, California Labor Code § 1102.5(b) was in
15 effect and binding on Defendants. This section requires Defendants to refrain from
16 retaliating against an employee for refusing to participate in an activity that he/she reasonably
17 believes would result in a violation of state or federal statute, or a violation or noncompliance
18 with a state or federal rule or regulation. California Labor Code section 1102.5(b) also requires
19 Defendants to refrain from retaliating against an employee for disclosing information to a
20 person with authority over the employee if the employee has reasonable cause to believe that
21 the information discloses a violation of state or federal statute, or a violation of or
22 noncompliance with a local, state, or federal rule or regulation, regardless of whether
23 disclosing the information is part of the employee's job duties.

24
25
26 116. As discussed fully above, Plaintiff complained to Defendants about illegal conduct at
27 the workplace, namely, labor code violations that were present at the workplace. Plaintiff did
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1 so through a PAGA notice that was sent to Defendants on or around December 29, 2023.

2 117. Defendants retaliated against Plaintiff for his whistleblowing, as alleged above,
3 all in violation of Labor Code § 1102.5.

4 118. As a direct and proximate result of the aforementioned acts and omissions of
5 Defendants, Plaintiff has suffered general and compensatory damages, including but not
6 limited to, loss of income (past and future), loss of employment benefits (past and future),
7 general and compensatory damages (past and future), mental pain and anguish and emotional
8 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
9 trial.
10

11 119. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
12 and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

13 **FOURTEENTH CAUSE OF ACTION**

14 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

15 **(California Labor Code section 98.6)**

16 **(Plaintiff against Defendants CLIMATE SOLAR SOLUTIONS and PROSOLAR**
17 **CALIFORNIA LLC and All DOE Defendants)**

18 120. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 119, inclusive, of this Complaint as though fully set forth herein.
20

21 121. California Labor Code section 98.6 provides, in pertinent part, as follows:

22 "A person shall not discharge an employee or in any manner discriminate, retaliate, or
23 take any adverse action against any employee or applicant for employment because the
24 employee or applicant engaged in any conduct delineated in this chapter...or because
25 the employee or applicant...made a written or oral complaint that he or she is owed
unpaid wages...

26 122. In doing the things herein alleged, Defendants violated Labor Code section 98.6 in
27
28

1 that they retaliated against Plaintiff for complaining about his wages and about the labor code
2 violations that were being committed by Defendants.

3 123. As a direct and proximate result of the aforementioned acts and omissions of
4 Defendants, Plaintiff suffered general and compensatory damages, including but not
5 limited to, loss of income (past and future), loss of employment benefits (past and future),
6 general and compensatory damages (past and future), mental pain and anguish and emotional
7 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
8 trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is
9 liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each
10 violation of this section.

11
12 **FIFTEENTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

14 **(California Business and Professions Code Section 17200)**

15 **(Plaintiff against Defendants CLIMATE SOLAR SOLUTIONS and PROSOLAR**
16 **CALIFORNIA LLC and All DOE Defendants)**

17 124. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 123, inclusive, of this Complaint as though fully set forth herein. 1
19

20 125. By virtue of the foregoing statutes, regulations, and laws, the acts of
21 Defendants constitutes unfair and unlawful business practices under California Business and
22 Professions Code Section 17200, et seq.

23 126. Defendant's violations of the California labor laws and FEHA constitutes a
24 business practice because it was done repeatedly over a significant period of time in a
25 systematic manner that was detrimental to Plaintiff and other employees.

26
27 127. Defendants' violations of California labor laws and FEHA constitutes a business
28 practice because it was done repeatedly over a significant period of time in a systematic

1 manner that was detrimental to Plaintiff and others.

2 128. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
3 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
4 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
5 seq.
6

7 129. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
8 multiple damages as specifically provided in California Business and Professions Code section
9 17200 et seq.

10 130. For the four years preceding the filing of this action, Plaintiff requests
11 restitution of all monies and profits to be disgorged from Defendants in an amount according to
12 proof at time of trial, but in excess of the jurisdiction of this Court.
13

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
16 follows:

- 17 1. For compensatory damages including lost past and future wages, regular wages,
18 overtime, and all other sums of money, including employment benefits, together with
19 interest on said amounts, and any other economic injury to Plaintiff, up to an amount of
20 **\$250,000;**
- 21 2. For special and consequential damages to Plaintiff in an amount up to **\$250,000;**
- 22 3. For general damages in an amount up to **\$1,000,000;**
- 23 4. For punitive/exemplary damages in an amount up to **\$2,500,000** against corporate
24 Defendants;
- 25 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount up
26 to **\$4,000;**
- 27 6. For damages and penalties pursuant to Labor Code Section 203 in an amount up to
28 **\$15,000;**

7. For damages and penalties pursuant to Labor Code Section 204/210 in an amount up to **\$50,000**;
8. For restitution and disgorgement for all unfair business practices by corporate Defendants against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period for an amount up to **\$50,000**;
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break for an amount up to **\$50,000**;
12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action up to an amount of **\$250,000** for Plaintiff individually and up to an amount of **\$5,000,000** for other aggrieved employees;
13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of attorney's fees, costs, interest, and penalties according to proof to the extent permitted by law;
14. For restitution and/or damages for all amounts unlawfully withheld from the wages of Plaintiff, as may be proven;
15. For the imposition of civil penalties and/or statutory penalties;
16. For all interest as allowed by law;
17. For all costs and disbursements incurred in this suit;
18. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, including section 2698 et seq., Government Code section 12940 et seq. and the FEHA, Code of Civil Procedure section 1021.5, and/or other applicable laws; and

///

1 19. For such other and further relief as this Court may deem proper.

2
3 DATED: March 13, 2024

MESSRELIAN LAW INC.

4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Angel Martinez
7
8

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

11
12 DATED: March 13, 2024

MESSRELIAN LAW INC.

13 By 
14 Harout Messrelian, Esq.
15 Attorneys for Plaintiff Angel Martinez
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