

Adam Rose (210880)
adam@frontierlawcenter.com
Manny Starr (319778)
manny@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorneys for Plaintiffs
Raymundo Ramirez, et al.

E-FILED
10/4/2024 11:57 AM
Superior Court of California
County of Fresno
By: P. Shaeffer, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO

RAYMUNDO RAMIREZ, and LEONARD
RAMIREZ,

Plaintiff,

v.

CALIFORNIA COMMERCIAL SOLAR,
INC., and DOES 1 to 100,

Defendants.

Case No. **24CECG04326**

COMPLAINT

1. Meal Break Violations
2. Rest Break Violations
3. Failure to Pay All Hours Worked
4. Failure to Pay Overtime
5. Failure to Reimburse Work-Related Expenses
6. Wage Statement Violations
7. Waiting Time Penalties
8. Unfair Competition
9. PAGA Allegations

PARTIES

1. Plaintiff Raymundo Ramirez is a resident of Kern County.
2. Plaintiff Leonard Ramirez is a resident of Kern County.
3. Defendant California Commercial Solar, Inc (“Defendant”) is a corporation based in Fresno County.
4. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein as Does 1 to 100, and therefore uses fictitious names. Plaintiff amend the complaint pursuant to Code of Civil Procedure section 474 when the names and capacities are obtained.

1 5. Plaintiffs are informed and believe, and based on such information and belief allege that
2 each of the Doe Defendants has participated in some way in the wrongful acts and omissions
3 alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled.
4

5 **FACTUAL ALLEGATION**

6 6. Raymundo Ramirez was employed by Defendants from November 2021 until February 2024
7 to help install solar panels; therefore Wage Order 4 applies.

8 7. Leonard Ramirez was employed by Defendants from 2020 to February 2024.

9 8. Defendants did not provide Plaintiffs with compliant meal breaks since they were not
10 permitted to take meal breaks. Despite not being provided with compliant meal breaks, Defendant
11 did not pay premium pay for these missed breaks at Plaintiffs' regular rate of pay.

12 9. Defendant did not provide Plaintiffs with compliant rest breaks because rest breaks would be
13 interrupted to perform work related tasks. Despite not being provided with compliant rest breaks,
14 Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

15 10. Defendants did not to pay Plaintiffs for all hours worked because Plaintiffs would perform
16 work related tasks prior to clocking-in for work.

17 11. Defendants did not pay Plaintiffs all overtime owed because Plaintiffs would perform work
18 related tasks prior to clocking-in for work in addition to regular shifts.

19 12. Defendants did not correctly calculate the regular rate of pay, and as a result, underpaid
20 overtime and premium pay. Defendants did not include all non-discretionary pay earned when
21 calculating the regular rate of pay.

22 13. Defendants did not reimburse Plaintiffs for all work-related expenses because they were
23 required to drive for Defendants while working but were not reimbursed for mileage.

24 14. Defendants did not provide accurate wage statements because the wage statements did not
25 accurately list total wages owed and hours worked.

26 15. Due to Defendants' not paying all wages due to Plaintiffs, waiting time penalties apply.

27 ///

28 ///

1 **PAGA ALLEGATIONS**

- 2 16. On June 30, 2024, Raymundo Ramirez provided written notice by online filing to the
3 LWDA and by certified mail to Defendant of the provisions of the Labor Code that were violated.
4 17. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
5 notice that it intends to investigate the violations of the Labor Code.
6 18. The Aggrieved Employees are defined as “All nonexempt, hourly employees who were
7 employed by Defendants within one year prior to June 30, 2024, to final disposition of this action.”
8

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Compliant Meal Periods**

11 **Against All Defendants**

- 12 19. Plaintiffs incorporate by reference the above paragraphs.
13 20. Labor Code section 512 and the Wage Orders provide that an employer shall not employ an
14 employee for a work period of more than five hours per day without providing the employee with a
15 meal period of not less than 30 minutes or for a work period of more than 10 hours per day without
16 providing the employee with a second meal period of not less than 30 minutes.
17 21. An employer provides compliant meal breaks to its employees if it relieves its employees of
18 all duty, relinquishes control over their activities and permits them a reasonable opportunity to take
19 an uninterrupted 30-minute break. (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004,
20 1040 (2012)).
21 22. Not only must an employer affirmatively relieve its employees of all duty during their meal
22 breaks, it also must not impede or discourage its employees from taking compliant meal breaks.
23 23. Defendants failed to provide Plaintiff with compliant meal breaks.
24 24. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
25 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
26 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*
27 (2021) 11 Cal. 5th 858).

28 ///

25. Defendants did not pay premium pay at the regular rate of pay for each day a meal break was missed.

26. Plaintiffs are therefore entitled to recover premium pay for missed meal breaks, interest, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

Against All Defendants

27. Plaintiffs incorporate by reference the above paragraphs.

28. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

29. Furthermore, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016)).

30. Defendants did not provide Plaintiffs with compliant rest breaks.

31. Plaintiffs would be interrupted when taking rest breaks.

32. For each day that Defendants did not provide compliant rest breaks, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858 (2021)).

33. Defendants failed to pay premium pay at the regular rate of pay for each day a rest break was missed.

34. Plaintiffs are therefore entitled to recover premium pay for missed rest breaks, interest, attorney fees, and costs.

///

///

///

1 45. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
2 all necessary expenditures or losses incurred by the employee in direct consequence of the
3 employee's discharge of his or her duties.

4 46. Defendants did not Plaintiffs for all work-related expenses.

5 47. Plaintiffs are entitled to reimbursement for all work-related expenses and attorney fees.
6

7 **SIXTH CAUSE OF ACTION**

8 **Wage Statement Penalties**

9 **Against All Defendants**

10 48. Plaintiffs incorporate by reference the above paragraphs.

11 49. Labor Code section 226(a) requires employers to provide itemized wage statements to that
12 identify accurate information regarding their compensation.

13 50. The wage statements that Defendants issued to Plaintiffs were inaccurate and incomplete.

14 51. Defendants knowingly and intentionally issued wage statements that were inaccurate and
15 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
16 Plaintiffs since they could not accurately calculate their wages.

17 52. Plaintiffs are therefore entitled to wage statement penalties, attorney fees, and costs.
18

19 **SEVENTH CAUSE OF ACTION**

20 **Waiting Time Penalties**

21 **Against All Defendants**

22 53. Plaintiffs incorporate by reference the above paragraphs.

23 54. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
24 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
25 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
26 thirty days.

27 55. Defendants willfully did not pay Plaintiffs all wages owed at the conclusion of employment.

28 56. Plaintiffs are therefore entitled to waiting time penalties.

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of the Unfair Competition Law**

3 **Against All Defendants**

4 57. Plaintiffs incorporate by reference the above paragraphs.

5 58. Defendants' conduct described herein is unfair competition.

6 59. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
7 wrongfully withheld wages.

8 60. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.
9

10 **NINTH CAUSE OF ACTION**

11 **Private Attorneys General Act**

12 **By Raymundo Ramirez Against California Commercial Solar, Inc.**

13 61. Plaintiff incorporates by reference the above paragraphs.

14 62. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
15 violations of the Labor Code.

16 63. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
17 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation, the
18 penalties in Labor Code sections 558 and 2699 apply.

19 64. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
20 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation, the penalties
21 in Labor Code section 2699 apply.

22 65. With respect to violations of Labor Code section 1194 for Defendants' failure to compensate
23 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
24 sections 1197.1 and 2699 apply.

25 66. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
26 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
27 sections 558, and 2699 apply.
28

1 67. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
2 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
3 and 2699 apply.

4 68. With respect to violations of Labor Code section 203 for failure to pay all wages due to
5 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
6 Labor Code section 2699 apply.

7 69. For the failure to reimburse Plaintiff and the Aggrieved Employees for all work-related
8 expenses, the penalties in Labor Code section 2699 apply.

9 70. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney fees pursuant to
10 Labor Code section 2699(g).

11
12 **PRAYER FOR RELIEF**

13 **First Cause of Action**

- 14 1. Premium pay
15 2. Interest
16 3. Attorneys fees
17 4. Costs
18 5. Other relief the court deems proper
19

20 **Second Cause of Action**

- 21 1. Premium pay
22 2. Interest
23 3. Attorney fees
24 4. Costs
25 5. Other relief the court deems proper
26

27 **Third Cause of Action**

- 28 1. Payment of minimum wages

- 1 2. Liquidated damages
- 2 3. Interest
- 3 4. Attorney fees
- 4 5. Costs
- 5 6. Other relief the court deems proper

6

7 Fourth Cause of Action

- 8 1. Payment of overtime wages
- 9 2. Interest
- 10 3. Attorney fees
- 11 4. Costs
- 12 5. Other relief the court deems proper

13

14 Fifth Cause of Action

- 15 1. Reimbursement of all work-related expenses
- 16 2. Attorney fees
- 17 3. Costs
- 18 4. Other relief the court deems proper

19

20 Sixth Cause of Action

- 21 1. Wage statement penalties
- 22 2. Attorney fees
- 23 3. Costs
- 24 4. Other relief the court deems proper

25

26 Seventh Cause of Action

- 27 1. Waiting time penalties
- 28 2. Attorney fees

3. Costs
4. Other relief the court deems proper

Eighth Cause of Action

1. Restitution of all wrongfully withheld wages
2. Attorney fees
3. Other relief the court deems proper

Ninth Cause of Action

1. All applicable PAGA penalties
2. Public injunctive relief in the form of an order enjoining Defendants from continuing to violate the Labor Code, as well as restitution and disgorgement of all unpaid wages and penalties due and owing to the Aggrieved Employees
3. Attorney fees
4. Costs
5. Other relief the court deems proper

Date: October 4, 2024

FRONTIER LAW CENTER

/s/ Adam Rose
Attorney for Plaintiffs
Raymundo Ramirez, et al.