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David W. Slayton,
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By A. Munoz, Deputy Clerk

7 Attorneys for Plaintiff
Jose Martinez

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

13 JOSE MARTINEZ, individually and on
behalf of other aggrieved employees
14 pursuant to the Private Attorneys General
Act,

15 Plaintiff,

16 v.

17 SUNNOVA ENERGY CORPORATION, a
18 Delaware Corporation; and DOES 1 through
50, inclusive,

19 Defendants.
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CASE NO.: **24STCV28059**
[Unlimited Jurisdiction]

REPRESENTATIVE ACTION COMPLAINT

**(1) Violation Of Cal. Labor Code § 2699,
(Private Attorneys General Act)**

DEMAND FOR JURY TRIAL

1 Plaintiff Jose Martinez (“Plaintiff”), individually and on behalf of other aggrieved
2 employees pursuant to the Private Attorneys General Act, based upon facts that either have
3 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
4 further investigation and discovery, alleges as follows:

5 **JURISDICTION & VENUE**

6 1. Plaintiff brings this action against Defendant Sunnova Energy Corporation and
7 Does 1 through 50 (hereinafter also collectively referred to as “Defendants”) for California Labor
8 Code violations, and civil penalties stemming from Defendants’ wage and hour violations,
9 including but not limited to, failure to pay overtime compensation, failure to provide compliant
10 meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure
11 to timely pay wages, failure to provide accurate wage statements, and failure to maintain accurate
12 time and payroll records. In addition, this is a representative action lawsuit seeking penalties and
13 interest thereon for unpaid wages for all hours worked at minimum wage and overtime worked at
14 the overtime rate of pay, as well as non-compliant meal breaks, due to defendant’s policy,
15 practice, and/or procedure of rounding down or shaving down employees’ daily hours worked.

16 2. Plaintiff’s First Cause of Action is brought as a representative action on behalf of
17 himself and certain other current and former employees of Defendants against whom one or more
18 of the alleged violations was committed (hereinafter collective referred to as the “Aggrieved
19 Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved
20 employee against whom one or more of the alleged violations occurred. The civil penalties sought
21 by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established
22 according to proof at trial.

23 3. The amount in controversy Plaintiff seeks on his own behalf in this lawsuit does
24 not exceed \$75,000.

25 4. The Court has jurisdiction over this action pursuant to the California Constitution,
26 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
27 except those given by statute to other courts. The statutes under which this action is brought do
28 not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles.

PARTIES

7. Plaintiff Jose Martinez is an individual residing in the State of California and in the County of Los Angeles.

8. Defendant Sunnova Energy Corporation is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct. Defendants and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

10. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with

the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the Aggrieved Employees so as to make each of said Defendant employers and employers jointly liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

12. At all times herein set forth, PAGA was applicable to Plaintiff’s employment by Defendant.

13. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

14. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

15. Plaintiff was employed by Defendant and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendant, and one or more of the alleged violations were committed against them.

16. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved employees, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been

1 violated, including the facts and theories to support the alleged violations.

2 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
3 employer and the aggrieved employee by certified mail that it does not intend
4 to investigate the alleged violation within sixty (60) calendar days of the
5 postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice,
6 or if the LWDA Notice is not provided within sixty-five (65) calendar days
7 of the postmark date of the Employee’s Notice, the aggrieved employee may
8 commence a civil action pursuant to California Labor Code section 2699 to
9 recover civil penalties in addition to any other penalties to which the
10 employee may be entitled.

11 17. On June 25, 2024, Plaintiff provided written notice by online submission to the
12 LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor
13 Code alleged to have been violated, including the facts and theories to support the alleged
14 violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of
15 the date of Plaintiff’s notice.

16 18. Therefore, Plaintiff has satisfied the administrative prerequisites under California
17 Labor Code section 2699.3(a) to recover civil penalties against Defendant, in addition to other
18 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
19 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

20 **GENERAL ALLEGATIONS**

21 19. Defendant is a supplier of a residential solar, battery storage, and system protection
22 services throughout California.

23 20. Defendant employed Plaintiff to work as solar technician from approximately
24 January 2020 to September 2023. Plaintiff’s job duties included performing maintenance and
25 service tasks for Defendant’s solar customers, and to diagnose and repair solar systems and
26 electrical components.

27 21. At all relevant times set forth herein, Defendant employed Plaintiff and the
28 Aggrieved Employees as hourly-paid or non-exempt employees.

1 22. Throughout the time period involved in this case, Defendant had the authority to
2 hire and terminate Plaintiff and the Aggrieved Employees; to directly or indirectly control work
3 rules, working conditions, wages, working hours, and conditions of employment of Plaintiff and
4 the Aggrieved Employees.

5 23. At all times herein mentioned, Defendant was subject to the Labor Code of the
6 State of California and the applicable Industrial Welfare Commission Orders.

7 24. Plaintiff and the Aggrieved Employees worked more minutes per shift than
8 Defendants credited them with having worked, which resulted in them working for periods of
9 time in which they were not paid at the minimum wage or overtime rate, as well as not taking
10 proper and compliant meal breaks. Defendants “rounded” down or “shaved” Plaintiff and the
11 Aggrieved Employees’ total daily hours worked at the time of their clock-in and clock-out to the
12 nearest quarter (or tenth) of an hour, to the benefit of Defendants, in policy and/or practice.
13 Plaintiff and the Aggrieved Employees were not paid for this time. Despite the fact that California
14 law requires employers to pay employees for all hours worked at least at a minimum wage rate,
15 Defendants rounded down or shaved down Plaintiff and the Aggrieved Employees’ daily hours
16 worked, Defendants suffered, permitted, and required its hourly employees to be subject to
17 Defendant’s control without paying wages for that time. This resulted in Plaintiff and the
18 Aggrieved Employees’ working time for which they were not compensated any wages, in
19 violation of California Labor Code sections 1194, 1197, and the Wage Orders.

20 25. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in
21 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
22 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
23 Plaintiff and the Aggrieved Employees to work off the clock without compensation, thereby
24 failing to pay them for all hours worked, including minimum and overtime wages. In addition,
25 Defendant routinely failed to permit Plaintiff and the Aggrieved Employees to take timely and
26 duty-free meal periods that were no less than 30 minutes in length, and compliant rest periods
27 that were no less than 10 minutes in length for every four hours (or major fraction thereof) worked,
28 in violation of California law. Defendant also failed to reimburse Plaintiff and the Aggrieved

1 Employees for all necessary business-related expenses.

2 26. Throughout the time period involved in this case, Defendant implemented policies
3 and/or practices which failed to provide Plaintiff and the Aggrieved Employees with timely and
4 duty-free meal periods. Defendant routinely failed to relieve Plaintiff and the Aggrieved
5 Employees of all duties during their meal periods, regularly failed to relinquish control over
6 Plaintiff and the Aggrieved Employees during their meal periods, regularly failed to permit
7 Plaintiff and the Aggrieved Employees a reasonable opportunity to take their meal periods, and
8 regularly impeded or discouraged Plaintiff and the Aggrieved Employees from taking thirty (30)
9 minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
10 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work
11 for shifts lasting more than ten (10) hours. Defendant also failed to maintain accurate records of
12 meal periods taken by Plaintiff and the Aggrieved Employees.

13 27. Plaintiff and similarly situated employees worked more minutes per shift than
14 Defendants credited them with having worked. Defendants “rounded” down or “shaved”
15 Plaintiff’s and similarly situated employees’ total daily hours worked at the time of their clock-in
16 and clock-out to the nearest quarter of an hour, to the benefit of Defendants, in policy and/or
17 practice. Plaintiff and similarly situated employees were not paid for this time. Despite the fact
18 that California law requires employers to pay employees for all hours worked at least at a
19 minimum wage rate, Defendants rounded down or shaved down Plaintiff’s and similarly situated
20 employees’ daily hours worked, Defendants suffered, permitted, and required its hourly
21 employees to be subject to Defendant’s control without paying wages for that time. This result
22 in Plaintiff and similarly situated employees working time for which they were not compensated
23 any wages, in violation of California Labor Code sections 1194, 1197, and the Wage Orders.

24 28. Throughout the time period involved in this case, Defendant did not adequately
25 inform Plaintiff and the Aggrieved Employees of their right to take meal periods under California
26 law. Moreover, Defendant systematically disregarded their own written policies regarding the
27 provision and timing of meal periods for Plaintiff and the Aggrieved Employees. Instead,
28 Defendant’s actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in

1 a way that prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
2 and the Aggrieved Employees to work through their meal periods, for which they were not
3 compensated.

4 29. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
5 and the Aggrieved Employees premium wages for meal periods that were missed, late,
6 interrupted, or less than 30 minutes, in violation of California law. Defendant knew or should
7 have known that Plaintiff and the Aggrieved Employees were entitled to receive all meal periods
8 or payment of one additional hour of pay at their regular rate of pay when a meal period was
9 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely
10 failed to provide legally compliant meal periods to Plaintiff and the Aggrieved Employees, and
11 routinely failed to pay one additional hour of pay to Plaintiff and the Aggrieved Employees at
12 their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

13 30. Throughout the time period involved in this case, Defendant has implemented
14 policies and practices which prohibited Plaintiff and the Aggrieved Employees from taking timely
15 and duty-free rest periods. Defendant regularly failed to provide, authorize, and permit Plaintiff
16 and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift
17 lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods
18 for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
19 permit, and provide such rest breaks in the middle of each work period.

20 31. Throughout the time period involved in this case, Defendant did not adequately
21 inform Plaintiff and the Aggrieved Employees of their right to take rest periods under California
22 law. Moreover, Defendant systematically disregarded their own written policies regarding the
23 provision and timing of rest periods for Plaintiff and the Aggrieved Employees. Instead,
24 Defendant's actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in
25 a way that regularly prohibited them from taking timely and duty free rest periods, and to regularly
26 require Plaintiff and the Aggrieved Employees to work through their rest periods.

27 32. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
28 and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted,

1 or shortened in violation of California law. Defendant knew or should have known that Plaintiff
2 and the Aggrieved Employees were entitled to receive all rest periods or payment of one
3 additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
4 interrupted. Notwithstanding this knowledge, Defendant routinely failed to authorize and permit
5 Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failed to pay one
6 additional hour of pay to Plaintiff and the Aggrieved Employees at their regular rate of pay when
7 a rest period was missed, short, late and/or interrupted.

8 33. Throughout the time period involved in this case, Defendant implemented policies
9 that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time
10 worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

11 34. Throughout the time period involved in this case, Plaintiff and the Aggrieved
12 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

13 35. Throughout the time period involved in this case, Defendant regularly failed to
14 pay all overtime compensation owed to Plaintiff and the Aggrieved Employees when they worked
15 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or
16 in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work
17 week. Defendant knew or should have known that Plaintiff and the Aggrieved Employees were
18 entitled to receive certain wages for overtime compensation and that they were not receiving
19 wages for overtime compensation.

20 36. Throughout the time period involved in this case, Defendant failed to pay overtime
21 to Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of
22 pay correctly calculated to include all applicable remuneration.

23 37. Throughout the time period involved in this case, Defendant regularly failed to
24 pay Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked.
25 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
26 to receive at least minimum wages for all hours worked and that they were not receiving at least
27 minimum wages for all hours worked. Defendant's failure to pay minimum wages included, *inter*
28 *alia*, failing to pay Plaintiff and the Aggrieved Employees at the required minimum wage pursuant

1 to California law, requiring Plaintiff and the Aggrieved Employees to perform work off the clock.

2 38. Throughout the time period involved in this case, Defendant regularly failed to
3 pay Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
4 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
5 to receive all wages owed to them upon termination within the time permissible under California
6 Labor Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all
7 final wages owed to them upon discharge or resignation, including overtime compensation and
8 minimum wages within any time permissible under California Labor Code section 202.

9 39. Throughout the time period involved in this case, Defendant regularly failed to
10 pay Plaintiff and the Aggrieved Employees all wages within any time permissible under
11 California law, including, *inter alia*, California Labor Code section 204. Defendant knew or
12 should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages
13 owed to them during their employment. Plaintiff and the Aggrieved Employees did not receive
14 payment of all wages, including overtime compensation, minimum wages, and meal and rest
15 period premiums.

16 40. Throughout the time period involved in this case, Defendant regularly failed to
17 provide complete or accurate wage statements to Plaintiff and the Aggrieved Employees.
18 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
19 to receive complete and accurate wage statements in accordance with California law, but, in fact,
20 they did not receive complete and accurate wage statements from Defendant. The deficiencies
21 included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages
22 earned, the correct rates of pay, and the address of the legal entity of the employer.

23 41. Throughout the time period involved in this case, Defendant regularly failed to
24 keep complete or accurate payroll records for Plaintiff and the Aggrieved Employees. Defendant
25 knew or should have known that Defendant was required to keep complete and accurate payroll
26 records for Plaintiff and the Aggrieved Employees in accordance with California law, but, in fact,
27 did not keep complete and accurate payroll records.

28 42. Throughout the time period involved in this case, Defendant regularly failed to

maintain accurate records relating to Plaintiff's and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

43. Throughout the time period involved in this case, Defendant failed to reimburse Plaintiff and the Aggrieved Employees for all necessary business-related expenses. Defendant knew or should have known that Defendant was required to reimburse Plaintiff and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

44. Throughout the time period involved in this case, Defendant knew or should have known that they had a duty to compensate Plaintiff and the Aggrieved Employees pursuant to California law. Defendant had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendant's profits.

45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2699, Et Seq.

(Against All Defendants)

46. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

47. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

48. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess

1 a civil penalty.

2 49. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
3 employees” as defined by California Labor Code section 2699(c) in that they are all current or
4 former employees of Defendants, and one or more of the alleged violations was committed against
5 them. As set forth in detail above, during all times relevant to this Action, Defendants have
6 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
7 Codes by:

8 **Failure to Pay Overtime**

9 50. Defendants’ failure to pay legally required overtime wages to Plaintiff and the
10 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
11 activity prohibited by California Labor Code sections 204, 510, 1194 and 1198.

12 **Failure to Provide Meal Periods**

13 51. Defendants’ failure to provide legally required meal periods to Plaintiff and the
14 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
15 activity prohibited by California Labor Code sections 226.7 and 512(a).

16 **Failure to Provide Rest Periods**

17 52. Defendants’ failure to provide legally required rest periods to Plaintiff and the
18 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
19 activity prohibited by California Labor Code section 226.7 and 512.

20 **Failure to Pay Minimum Wages**

21 53. Defendants’ failure to pay legally required minimum wages to Plaintiff and the
22 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
23 activity prohibited by California Labor Code sections 1194, 1197, 1197.1 and 1198.

24 **Failure to Timely Pay Wages Upon Termination**

25 54. Defendants’ failure to timely pay wages to Plaintiff and the other Aggrieved
26 Employees upon termination in accordance with Labor Code sections 201 and 202 constitutes
27 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

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1 **Failure to Timely Pay Wages During Employment**

2 55. Defendants' failure to timely pay wages to Plaintiff and the other Aggrieved
3 Employees during employment in accordance with Labor Code section 204 constitutes unlawful
4 and/or unfair activity prohibited by California Labor Code section 204.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 56. Defendants' failure to provide complete and accurate wage statements to Plaintiff
7 and the other Aggrieved Employees in accordance with Labor Code section 226(a) constitutes
8 unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

9 **Failure to Keep Complete and Accurate Payroll Records**

10 57. Defendants' failure to keep complete and accurate payroll records relating to
11 Plaintiff and the other Aggrieved Employees in accordance with California Labor Code section
12 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
13 1174(d).

14 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

15 58. Defendants' failure to reimburse Plaintiff and the other Aggrieved Employees for
16 necessary business-related expenses and costs in accordance with California Labor Code sections
17 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
18 sections 2800 and 2802.

19 59. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
20 individually and on behalf of the Aggrieved Employees and the State of California, requests and
21 is entitled to recover penalties against Defendants for the Labor Code violations described above,
22 including but not limited to penalties under California Code of Regulations Title 8 section 11010,
23 penalties under California Labor Code sections 2699, 558, 210, 351, 1197.1, 226, 226.3, 226.8,
24 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California
25 Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an
26 amount to be shown according to proof at trial

27 60. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
28 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and

1 Workforce Development Agency for the enforcement of labor laws and education of employers
2 and employees about their rights and responsibilities and twenty-five percent (25%) to the
3 aggrieved employees.

4 61. Plaintiff has exhausted his administrative remedies pursuant to Labor Code section
5 2699.3. On June 25, 2024, Plaintiff, through his counsel of record, by online filing with the Labor
6 and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified
7 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders
8 that Defendants have violated, including the facts and theories to support the violations, and of
9 Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee
10 required under Labor Code section 2699.3. As of the filing of this Complaint, more than sixty-
11 five (65) days have elapsed since the mailing of Plaintiff’s June 25, 2024 notice, and the Labor
12 and Workforce Development Agency has not indicated that it intends to investigate the violations
13 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties
14 for himself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

15 62. Further, Plaintiff is entitled to seek and recover reasonable attorneys’ fees and
16 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
17 statute.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
20 public similarly situated, prays for relief and judgment against Defendant, jointly and severally,
21 as follows:

22 **As to the First Cause of Action**

23 1. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
24 (f) and (g) and 558 plus costs and attorneys’ fees for violation of California Labor Code sections
25 201, 202, 203, 204, 226(a), 226.7, 226.8, 351, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
26 2800 and 2802; and

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2. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 25, 2024

DOMB & RAUCHWERGER, LLP

By: 

ZACK I. DOMB
DEVIN RAUCHWERGER
JEFFREY P. JACKSON
Attorneys for Plaintiff
Jose Martinez

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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: October 25, 2024

DOMB & RAUCHWERGER, LLP

By: 

ZACK I. DOMB
DEVIN RAUCHWERGER
JEFFREY P. JACKSON
Attorneys for Plaintiff
Jose Martinez