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August 29, 2024

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

California Solar Integrators Inc.
Cal Solar Inc.
200 S. San Pedro Street, Suite 500,
Los Angeles, CA 90012

Re: *Lopez v. California Solar Integrators Inc. et al.*

Dear California Solar Integrators Inc. and Cal Solar Inc.:

This office represents Diego Santana Lopez. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendants as a result of its unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendants due to Defendants' systematic failure to pay overtime/double time, minimum wages, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to reimburse business expenses, to pay for uniforms and maintenance thereof, to provide proper wages for alternative workweeks, to pay prevailing wages, to pay for all hours worked and to provide sick leave and to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendants from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against California Solar Integrators Inc and Cal Solar Inc.. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 16)

Defendants were required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendants failed to pay Plaintiff and the Class for any off the clock work they performed.

Defendant required Plaintiff and the Class to regularly perform compensable tasks pre and post-shift off-the-clock for which they did not receive any compensation. Specifically, Plaintiff and Class members to work off the clock prior to the start of their shifts for about 20 minutes, preparing their vehicles with tools and gear, before clocking in. Every day Plaintiffs and Class members arrived at the jobsites approximately 30 minutes prior to the start time of their shifts and prepared their tools and gear for their work, prior to clocking in. After clocking out for their shifts, Defendants required Plaintiff and Class members to spend about 10 minutes returning their tools and gear to their personal vehicles and helping other employees with their tools and gear, after clocking out for their shifts. Defendants also required Plaintiffs and Class members to use their cell phones on their days off to check and respond to emails. Further, they were required to respond to calls while off the clock. Defendants failed to pay Plaintiffs and the Class for these off-the clock activities and as result thereof, Plaintiffs and the Class were not paid overtime/double time that was due to them. Further, Defendants required Plaintiff and Class members to travel to various projects, but did not pay them for time spent traveling to those projects.

As a result, and because they improperly treated such pre- and post-shift activities as non-compensable, Defendants failed to compensate Plaintiff and the Class for such time.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for their off the clock work.

B. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE

(Cal. Labor Code §§ 510, 511, 1194, 1198; IWC Wage Order No. 16)

Under California law, non-exempt employees as defined by Wage Order 16, are entitled to premium wages for overtime/double time worked. Plaintiff and Class members worked 4/10 and 5/8 work schedules and also engaged in off the clock work. Plaintiff and Class members were not paid overtime and were also not paid double time.

As a result, during this period, it was the practice and policy of Defendants to not pay employees at appropriate overtime/double time rates. Monies for unpaid overtime/double time remain due and owing.

Throughout Plaintiff's employment, Defendants failed and refused to pay compensation to Plaintiff and Class Members as required by law. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendants' failure and refusal to pay overtime/double time, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 16)

Defendants failed to satisfy minimum wage requirements. As a result of being afforded any meal breaks/rest breaks, Plaintiff and members of the Class were paid less than minimum wage. This resulted in Defendants' failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order 16.

D. FAILURE TO PROVIDE MEAL PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 16)

Defendants failed to provide proper meal periods to Plaintiff and Class members in violation of Labor Code § 226.7 and the applicable Wage Order. At times Plaintiff's and Class members' meal periods were provided late and/or were routinely interrupted.

By virtue of Defendants' unlawful failure to provide legally compliant meal periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 16)

Defendants failed to provide any rest periods as required by Labor Code § 226.7 and the applicable Wage Order. Additionally, Plaintiff and Class members were never afforded third rest breaks, despite working 12-hour shifts.

By virtue of Defendants' unlawful failure to provide rest periods to the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226; IWC Wage Order No. 16)

Defendants intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime/double time compensation, minimum wages, meal/rest periods not afforded, proper wages for alternative workweeks, prevailing wages, wages for all hours worked, were not included in gross wages earned by Plaintiff and members of the Class.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime/double time compensation, minimum wages, pay for meal/rest periods not provided, payment of proper wages for alternative workweeks, prevailing wages, wages for all hours worked, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Cal. Labor Code §2802)

Defendants were aware that Plaintiff and Class members were using their personal cell phones, vehicles and purchasing tools/equipment, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendants maintained a practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in using their personal cell phones, vehicles and tool/equipment purchases for work-related purposes.

Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

H. FAILURE TO PAY FOR UNIFORMS AND MAINTENANCE ALLOWANCE

(Cal. Labor Code §2802 and Wage Order 16)

Defendants required Plaintiff Class members to wear uniforms such as company shirts with logos. However, Defendants do not does not maintain the uniforms. Plaintiff and members of the Class pay for maintenance and cleaning of their uniforms themselves.

Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not provided a weekly maintenance allowance. An employer may never impose a financial burden on employees, with respect to maintaining uniforms, which would reduce the employees' wage rate below the minimum wage.

I. FAILURE TO PROVIDE PROPER WAGES FOR ALTERNATIVE WORKWEEKS

(Cal. Labor Code § 511)

Defendants required Plaintiff and Class members to work 4/10 and 5/8 work schedules. Defendants failed to provide proper wages for alternative workweeks. Plaintiff and Class members were not paid overtime and were also not paid double time.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid proper wages for alternative workweeks.

J. FAILURE TO PAY PREVAILING WAGES

(Cal. Labor Code §§204, 510, 1194, 1194.2, 1197.1, 1198, 1720, 1770, 1771, 1773, 1773.1, 1774, 1776 and 1778 and Wage Order 16)

Defendants were required to pay Plaintiff prevailing wages as determined by the California Department of Industrial Relations. Defendants had a policy and practice of failing to compensate Plaintiff and Class members at the applicable prevailing wage rate for the work performed at various public works projects. Defendants paid Plaintiff and Class members at a rate lower than the statutory prevailing wage rate for their work performed.

Throughout Plaintiff's employment, Defendants failed and refused to pay and properly calculate prevailing wages to Plaintiff and Class members as required by law.

The foregoing prevailing wage compensation is owed and unpaid. As a direct and proximate result of Defendants' failure and refusal to pay prevailing wages, Plaintiff and Class members suffered damages in an amount to be proven at trial.

K. FAILURE TO PAY FOR ALL HOURS WORKED
(Cal. Labor Code § 204)

Defendants required Plaintiff and Class members to attend required training. Plaintiff and Class members were required to use their sick days for time spent being trained.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for all hours worked.

L. FAILURE TO PROVIDE SICK LEAVE
(Cal. Labor Code § 246)

Defendant failed to provide Plaintiff and Class members with sick leave. Defendant did not allow Plaintiff and Class members to use their sick leave. Plaintiff was terminated for requesting a day of sick leave.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not provided sick leave.

M. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and the Class and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.