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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOHN BRIONES, an individual, on behalf of
himself and all members of the putative class,

Plaintiff,

v.

SUNRUN, INC., a Delaware Corporation;
SUNRUN INSTALLATION SERVICES, INC., a
Delaware Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24STCV19411

CLASS ACTION

FIRST AMENDED COMPLAINT

- (1) Violation of California Labor Code § 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code § 226.7 (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174 (Failure to Keep Requisite Payroll Records);
- (9) Violation of California Business & Professions Code §§ 17200, et seq.
- (10) Violation of California Labor Code § 2698 et seq. (California Labor Code Private Attorney General Act of 2004)

DEMAND FOR JURY TRIAL

1 Plaintiff JOHN BRIONES (“Plaintiff”) on behalf of himself, all other members of the general
2 public similarly situated, files this First Amended Complaint against Defendants SUNRUN, INC.,
3 SUNRUN INSTALLATION SERVICES, INC., and DOES 1 through 100, inclusive (“Defendants”).
4 Plaintiff’s allegations are based upon information and belief and upon investigation of Plaintiff’s counsel,
5 except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff’s personal
6 knowledge.

7 **JURISDICTION AND VENUE**

8 1. This class action is brought pursuant to California Code of Civil Procedure section 382.
9 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
10 Superior Court and will be established according to proof at trial. The amount in controversy for each
11 class representative or putative class member, including claims for compensatory damages, interest,
12 penalties, and attorneys’ fees, is less than \$75,000.

13 2. This Court has jurisdiction over this action pursuant to the California Constitution, Article
14 VI, section 10, which grants the Superior Court “original jurisdiction in all causes except those given by
15 statute to other courts.” The statutes under which this action is brought do not specify any other basis for
16 jurisdiction.

17 3. This Court has jurisdiction over all Defendants because each defendant is either a citizen
18 of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the
19 California market so as to render the exercise of jurisdiction over it by the California courts consistent
20 with traditional notions of fair play and substantial justice.

21 4. Venue is proper in this Court because, upon information and belief, the named Defendants
22 reside, transact business, or have offices in this county and the acts and omissions alleged herein took
23 place in this county.

24 **PARTIES**

25 5. Plaintiff JOHN BRIONES (“Plaintiff”) is a citizen of the State of California.

26 6. Defendant SUNRUN, INC. is a corporation organized and existing under the laws of the
27 State of Delaware, and transacts business throughout the State of California, including the County of Los
28 Angeles. At all relevant times, Defendant SUNRUN, INC. was the “employer” of Plaintiff within the

1 meaning of all applicable state laws and statutes.

2 7. Defendant SUNRUN INSTALLATION SERVICES, INC. is a corporation organized and
3 existing under the laws of the State of Delaware, and transacts business throughout the State of California,
4 including the County of Los Angeles. At all relevant times, Defendant SUNRUN INSTALLATION
5 SERVICES, INC. was the “employer” of Plaintiff within the meaning of all applicable state laws and
6 statutes.

7 8. At all times herein relevant, Defendants SUNRUN, INC., SUNRUN INSTALLATION
8 SERVICES, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers,
9 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other,
10 and at all times relevant hereto were acting within the course and scope of their authority as such agents,
11 partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns,
12 and that all acts or omissions alleged herein were duly committed with the ratification, knowledge,
13 permission, encouragement, authorization and consent of each defendant designated herein.

14 9. The true names and capacities, whether corporate, associate, individual or otherwise, of
15 defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such
16 fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that
17 each of the defendants designated as a Doe is legally responsible for the events and happenings referred
18 to in this complaint, and unlawfully caused the injuries and damages to Plaintiff alleged in this complaint.
19 Plaintiff will seek leave of court to amend this complaint to show the true names and capacities when the
20 same have been ascertained

21 10. Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC., and DOES
22 1 through 100 will hereinafter collectively be referred to as “Defendants.”

23 **FACTUAL ALLEGATIONS**

24 11. Defendants employ Plaintiff as a non-exempt or hourly-paid employee.

25 12. Defendants have the authority to hire and terminate Plaintiff and the other class members;
26 to set work rules and conditions governing Plaintiff and the other class members; and to supervise their
27 daily employment activities.

28 13. Defendants directly hired and paid wages and benefits to Plaintiff and the other class

1 members.

2 14. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
3 relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and
4 consultants highly knowledgeable about California wage law, employment and personnel practices.

5 15. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
6 relevant, without any justification, Defendants ignored the employment and personnel policy changes
7 proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly
8 knowledgeable about California wage laws, employment, and personnel practice.

9 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to receive certain wages for all work
11 performed, including for overtime compensation.

12 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
13 should have known that Plaintiff and the other class members were working over eight (8) hours per day
14 and were entitled to receive certain wages for overtime compensation and that they were not receiving
15 wages for overtime compensation.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a
17 uniform policy and systematic scheme of wage abuse against their hourly paid employees.

18 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
19 provide Plaintiff and the other class members the required rest and meal periods during the relevant time
20 period as required under the Industrial Welfare Commission Wage Orders and/or applicable Labor Codes,
21 thus are entitled to any and all applicable penalties.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
23 should have known that Plaintiff and the other class members were entitled to receive all meal periods or
24 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when
25 a meal period was missed.

26 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that Plaintiff and the other class members were entitled to receive all rest periods or
28 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when

1 a rest period was missed.

2 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
3 should have known that Plaintiff and the other class members were entitled to receive all wages owed to
4 them upon discharge or resignation.

5 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
6 should have known that Plaintiff and the other class members were entitled to receive complete and
7 accurate wage statements in accordance with California law.

8 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that they had a duty to compensate Plaintiff and the other class members pursuant to
10 California law, and that Defendants had the financial ability to pay such compensation, but willfully,
11 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class
12 members that they were properly denied wages, all in order to increase Defendants' profits.

13 25. At all material times set forth herein, Defendants regularly and consistently failed to
14 compensate Plaintiff and the other class members for all hours worked.

15 26. At all material times set forth herein, Defendants failed to fully comply with the relevant
16 provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiff and the other class
17 members.

18 27. At all material times set forth herein, Defendants failed to fully comply with the relevant
19 provision of the Labor Code and the IWC orders to provide uninterrupted meal and rest periods to Plaintiff
20 and the other class members.

21 28. At all material times set forth herein, Defendants regularly and consistently failed to
22 provide complete and accurate wage statements to Plaintiff and the other class members.

23 29. At all material times set forth herein, Defendants regularly and consistently failed to pay
24 Plaintiff and the other class members all wages owed to them upon discharge or resignation.

25 **CLASS ACTION ALLEGATIONS**

26 30. Plaintiff brings this action on her own behalf and on behalf of all other members of the
27 general public similarly situated, and thus, seeks class certification under Code of Civil Procedure section
28 382.

1 31. The proposed class is defined as follows:

2 All current and former hourly-paid or non-exempt California based
3 employees employed by Defendants within the State of California at any
4 time during the period from August 2, 2020 to final judgment.

5 32. Plaintiff reserves the right to establish subclasses as appropriate.

6 33. The class is ascertainable and there is a well-defined community of interest in the litigation:

7 a. The class members are so numerous that joinder of all class members is
8 impracticable. The membership of the entire class is unknown to Plaintiff at
9 this time; however, the class is estimated to be ninety-nine (99) individuals
10 or more and the identity of such membership is readily ascertainable by
11 inspection of Defendants' employment records.

12 b. Plaintiff's claims are typical of all other class members' as demonstrated
13 herein. Plaintiff will fairly and adequately protect the interests of the other
14 class members with whom they have a well-defined community of interest.

15 c. Plaintiff will fairly and adequately protect the interests of each class member,
16 with whom they have a well-defined community of interest and typicality of
17 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic
18 to the other class members. Plaintiff's attorneys, the proposed Class
19 Counsel, are versed in the rules governing class action discovery,
20 certification, settlement, and trial. Plaintiff has incurred, and during the
21 pendency of this action will continue to incur, costs and attorneys' fees, that
22 have been, are, and will be necessarily expended for the prosecution of this
23 action for the substantial benefit of each class member.

24 d. A class action is superior to other available methods for the fair and efficient
25 adjudication of this litigation because individual joinder of all class members
26 is impractical.

27 e. Certification of this lawsuit as a class action will advance public policy
28 objectives. Employers of this great state violate employment and labor laws

every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

34. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- b. Whether Plaintiff and the other class members did not receive wages for all time worked;
- c. Whether Defendants deprived Plaintiff and the other class members of meal periods or required Plaintiff and the other class members to work during meal periods without compensation;
- d. Whether Defendants deprived Plaintiff and the other class members of rest periods or required Plaintiff and the other class members to work during rest periods without compensation;
- e. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- f. Whether Defendants complied with wage reporting as required by the California Labor Code; including, but not limited to, section 226;
- g. Whether Defendants' conduct was willful or reckless;
- h. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200 et seq.;
- i. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- j. Whether Plaintiff and the other class members are entitled to compensatory

damages pursuant to the California Labor Code.

FIRST CAUSE OF ACTION

(Violation of California Labor Code section 1198)

(Against Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC., and DOES 1 through 100)

35. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 34 and each and every part thereof with the same force and effect as though fully set forth herein.

36. Pursuant to California Labor Code section 1198 and the applicable IWC Wage Order, it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

37. Pursuant to California Labor Code section 1198, the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

38. Pursuant to the applicable IWC Wage Order, Plaintiff and the other class members are not to be employed more than eight (8) hours in any one workday or more than six (6) days in any workweek unless they receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over eight (8) hours in any workday and for the first eight (8) hours on the seventh (7th) day of work and double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of work in the workweek.

39. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day and more than six (6) days in a workweek, but did not receive overtime pay.

40. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

41. Defendants' failure to pay Plaintiff and the other class members overtime compensation, as required by California laws, violates the provisions of California Labor Code section 1198, and is therefore unlawful.

1 42. Pursuant to California Labor Code section 1194, subdivision (a), notwithstanding any
2 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the
3 legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
4 balance of the full amount of this minimum wage or overtime compensation, including interest thereon,
5 reasonable attorneys' fees, and costs of suit.

6 43. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are
7 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

8 **SECOND CAUSE OF ACTION**

9 **(Violation of California Labor Code section 226.7)**

10 **(Against Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC., and DOES 1**
11 **through 100)**

12 44. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 43,
13 and each and every part thereof with the same force and effect as though fully set forth herein.

14 45. At all relevant times, the IWC Order and California Labor Code section 226.7, subdivision
15 (a) was applicable to Plaintiff's and the other class members' employment by Defendants.

16 46. At all relevant times, California Labor Code section 226.7 provides that no employer shall
17 require an employee to work during any meal or rest period mandated by an applicable order of the
18 California IWC.

19 47. At all relevant times, the applicable IWC Wage Order provides that an employer may not
20 require, cause or permit an employee to work for a work period of more than five (5) hours per day without
21 providing the employee with a meal period of not less than thirty (30) minutes, except that if the total
22 work period per day of the employee is no more than six (6) hours, the meal period may be waived by
23 mutual consent of both the employer and employee.

24 48. During the relevant time period, Plaintiff and the other class members who were scheduled
25 to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated
26 meal periods by mutual consent, were required to work for periods longer than five (5) hours without an
27 uninterrupted meal period of not less than thirty (30) minutes.

28 49. During the relevant time period, Plaintiff and the other class members who were scheduled

1 to work for a period of time in excess of six (6) hours were required to work for periods longer than five
2 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

3 50. During the relevant time period, Defendants intentionally and willfully required Plaintiff
4 and the other class members to work during meal periods and failed to compensate Plaintiff and the other
5 class members the full meal period premium for work performed during meal periods.

6 51. During the relevant time period, Defendants failed to pay Plaintiff and the other class
7 members the full meal period premium due pursuant to California Labor Code section 226.7.

8 52. Defendants' conduct violates applicable IWC Wage Order and California Labor Code
9 section 226.7.

10 53. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7
11 subdivision (b), Plaintiff and the other class members are entitled to recover from Defendants one
12 additional hour of pay at the employee's regular rate of compensation for each work day that the meal
13 period was not provided.

14 **THIRD CAUSE OF ACTION**

15 **(Violation of California Labor Code section 226.7)**

16 **(Against Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC., and DOES 1**
17 **through 100)**

18 54. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 53,
19 and each and every part thereof with the same force and effect as though fully set forth herein.

20 55. At all times herein set forth, the applicable IWC Wage Order and California Labor Code
21 section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

22 56. At all relevant times, California Labor Code section 226.7 provides that no employer shall
23 require an employee to work during any rest period mandated by an applicable order of the California
24 IWC.

25 57. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
26 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
27 middle of each work period" and that the "rest period time shall be based on the total hours worked daily
28 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total

1 daily work time is less than three and one-half (3 1/2) hours.

2 58. During the relevant time period, Defendants required Plaintiff and other class members to
3 work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four
4 (4) hour period worked.

5 59. During the relevant time period, Defendants willfully required Plaintiff and the other class
6 members to work during rest periods and failed to pay Plaintiff and the other class members the full rest
7 period premium for work performed during rest periods.

8 60. During the relevant time period, Defendants failed to pay Plaintiff and the other class
9 members the full rest period premium due pursuant to California Labor Code section 226.7.

10 61. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
11 section 226.7.

12 62. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7,
13 subdivision (b), Plaintiff and the other class members are entitled to recover from Defendants one
14 additional hour of pay at the employees' regular hourly rate of compensation for each work day that the
15 rest period was not provided.

16 **FOURTH CAUSE OF ACTION**

17 **(Violation of California Labor Code sections 1194, 1197, and 1197.1)**

18 **(Against Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC., and DOES 1**
19 **through 100)**

20 63. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 61,
21 and each and every part thereof with the same force and effect as though fully set forth herein.

22 64. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that
23 the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed
24 is unlawful.

25 65. During the relevant time period, Defendants regularly failed to pay minimum wage to
26 Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197,
27 and 1197.1.

28 66. Defendants' failure to pay Plaintiff and the other class members the minimum wage as

1 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections
2 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
3 compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to
4 the wages unlawfully unpaid and interest thereon.

5 67. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members
6 are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum
7 wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

8 68. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members
9 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
10 thereon.

11 **FIFTH CAUSE OF ACTION**

12 **(Violation of California Labor Code sections 201 and 202)**

13 **(Against Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC., and DOES 1**
14 **through 100)**

15 69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 67,
16 and each and every part thereof with the same force and effect as though fully set forth herein.

17 70. Pursuant to California Labor Code sections 201 and 202, if an employer discharges an
18 employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if
19 an employee quits his or her employment, his or her wages shall become due and payable not later than
20 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or
21 her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

22 71. During the relevant time period, Defendants intentionally and willfully failed to pay
23 Plaintiff and the other class members their wages, earned and unpaid, within seventy-two (72) hours of
24 Plaintiff and the other class members leaving Defendants' employ.

25 72. Defendants' failure to pay Plaintiff and the other class members their wages, earned and
26 unpaid, within seventy-two (72) hours of them leaving Defendants' employ, is in violation of California
27 Labor Code sections 201 and 202.

28 73. Pursuant to California Labor Code section 203, if an employer willfully fails to pay,

1 without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who
2 is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof
3 at the same rate until paid or until an action is commenced; but the wages shall not continue for more than
4 thirty (30) days.

5 74. Plaintiff and the other class members are entitled to recover the statutory penalty for each
6 day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to
7 California Labor Code section 203.

8 **SIXTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 204)**

10 **(Against Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC., and DOES 1**
11 **through 100)**

12 75. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 73,
13 and each and every part thereof with the same force and effect as though fully set forth herein.

14 76. At all times herein set forth, California Labor Code section 204 provides that all wages
15 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month,
16 other than those wages due upon termination of an employee, are due and payable between the 16th and
17 the 26th day of the month during which the labor was performed.

18 77. At all times herein set forth, California Labor Code section 204 provides that all wages
19 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar
20 month, other than those wages due upon termination of an employee, are due and payable between the 1st
21 and the 10th day of the following month.

22 78. At all times herein set forth, California Labor Code section 204 provides that all wages
23 earned for labor in excess of the normal work period shall be paid no later than the payday for the next
24 regular payroll period.

25 79. During the relevant time period, Defendants intentionally and willfully failed to pay
26 Plaintiff and the other class members all wages due to them, within any time period permissible under
27 California Labor Code section 204.

28 80. Plaintiff and the other class members are entitled to recover all remedies available for

violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code section 226, subdivision (a))

(Against Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC., and DOES 1 through 100)

81. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 79, and each and every part thereof with the same force and effect as though fully set forth herein.

82. Pursuant to California Labor Code section 226, subdivision (a), every employer shall furnish each of his or her employees an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and his or her social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

83. Defendants intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies included one or more of the following: the failure to include the correct total number of hours worked by Plaintiff and the other class members and the failure to include the correct hourly rate.

84. As a result of Defendants' violation of California Labor Code section 226, subdivision (a), Plaintiff and the other class members experienced actual injury because it: (1) resulted in the non-payment of wages; (2) deprived Plaintiff and the other class members of the information necessary to identify discrepancies in Defendant's reported data; (3) created confusion over whether they received all wages owed to them; (4) created difficulty and expense involved in reconstructing pay records; and (5) forced

1 Plaintiff and the other class member to make mathematical computations to analyze whether the wages
2 paid in fact properly compensated them.

3 **EIGHTH CAUSE OF ACTION**

4 **(Violation of California Labor Code section 1174, subdivision (d))**

5 **(Against Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC., and DOES 1**
6 **through 100)**

7 85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 83,
8 and each and every part thereof with the same force and effect as though fully set forth herein.

9 86. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep,
10 at a central location in the state or at the plants or establishments at which employees are employed, payroll
11 records showing the hours worked daily by and the wages paid to, and the number of piece-rate units
12 earned by and any applicable piece rate paid to, employees employed at the respective plants or
13 establishments. These records shall be kept in accordance with rules established for this purpose by the
14 commission, but in any case shall be kept on file for not less than two years.

15 87. Defendants have intentionally and willfully failed to keep accurate and complete payroll
16 records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

17 88. As a result of Defendants' violation of California Labor Code section 1174, subdivision
18 (d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected
19 rights.

20 89. More specifically, Plaintiff and the other class members have been injured by Defendants'
21 intentional and willful violation of California Labor Code section 1174, subdivision (d) because they were
22 denied both their legal right and protected interest, in having available, accurate and complete payroll
23 records pursuant to California Labor Code section 1174, subdivision (d).

24 **NINTH CAUSE OF ACTION**

25 **(Violation of California Business & Professions Code sections 17200 et seq.)**

26 **(Against Defendants Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC.,**
27 **and DOES 1 through 100)**

28 90. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 88,

and each and every part thereof with the same force and effect as though fully set forth herein.

91. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the other class members, and Defendants' competitors. Accordingly, Plaintiff and the other class members seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

92. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, et seq.

93. A violation of California Business & Professions Code sections 17200, et seq. may be predicated on the violation of any state or federal law.

Failure to Pay Overtime

94. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Provide Meal Periods

95. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Provide Rest Periods

96. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Pay Minimum Wages

97. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Timely Pay Wages Upon Termination

98. Defendants' failure to timely pay wages upon termination in violation of California Labor

Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Timely Pay Wages During Employment

99. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

100. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

101. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

102. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

103. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

104. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Provide Compliant Wage Statements

105. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226, subdivision (a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Keep Complete and Accurate Payroll Records

106. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep,

1 at a central location in the state or at the plants or establishments at which employees are employed, payroll
2 records showing the hours worked daily by and the wages paid to, and the number of piece-rate units
3 earned by and any applicable piece rate paid to, employees employed at the respective plants or
4 establishments. These records shall be kept in accordance with rules established for this purpose by the
5 commission, but in any case shall be kept on file for not less than two years.

6 107. Defendants have intentionally and willfully failed to keep accurate and complete payroll
7 records showing the hours worked daily and the wages paid to Plaintiff and the other class members.

8 108. As a result of Defendants' violation of California Labor Code section 1174, subdivision
9 (d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected
10 rights.

11 109. More specifically, Plaintiff and the other class members have been injured by Defendants'
12 intentional and willful violation of California Labor Code section 1174, subdivision (d) because they were
13 denied both their legal right and protected interest, in having available, accurate and complete payroll
14 records pursuant to California Labor Code section 1174, subdivision (d).

15 110. Defendants' failure to keep complete and accurate payroll records in violation of California
16 Labor Code section 1174, subdivision (d), as alleged above, constitutes unlawful and/or unfair activity
17 prohibited by California Business & Professions Code sections 17200, et seq.

18 **TENTH CAUSE OF ACTION**

19 **(Violation of California Labor Code sections 2698 et seq.)**

20 **(Against Defendants Defendants SUNRUN, INC., SUNRUN INSTALLATION SERVICES, INC.,**
21 **and DOES 1 through 100)**

22 111. Plaintiff incorporates and re-alleges each paragraph above as though set forth herein.

23 112. At all times herein set forth herein, PAGA was applicable to Plaintiff's employment by
24 Defendants.

25 113. At all times herein set forth, PAGA provides that any provisions of law under the California
26 Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of
27 the California Labor Code may, as an alternative, be recovered through a civil action brought by an
28 aggrieved employee on behalf of himself and other current or former employees pursuant to procedures

1 outlined in California Labor Code section 2699.3.

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

5 115. Plaintiff was employed by Defendants and the alleged violations were committed against
6 him during his time of employment and he is therefore, an aggrieved employee. Plaintiff is an “aggrieved
7 employee” as defined by California Labor Code section 2699, subdivision (c).

8 116. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
9 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have
10 been met:

- 11 a. The aggrieved employee shall give written notice by certified mail (hereinafter
12 “Employee’s Notice”) to the LWDA and the employer of the specific provisions
13 of the California Labor Code alleged to have been violated, including the facts
14 and theories to support the alleged violations.
- 15 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
16 and the aggrieved employee by certified mail that it does not intend to investigate
17 the alleged violation within sixty (60) calendar days of the postmark date of the
18 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice
19 is not provided within sixty-five (65) calendar days of the postmark date of the
20 Employee’s Notice, the aggrieved employee may commence a civil action
21 pursuant to California Labor Code section 2699 to recover civil penalties in
22 addition to any other penalties to which the employee may be entitled.

23 117. On August 1, 2024, Plaintiff provided written notice by certified mail to the LWDA and to
24 Defendants SUNRUN, INC., and SUNRUN INSTALLATION SERVICES, INC. of the specific
25 provisions of the California Labor Code alleged to have been violated, including the facts and theories to
26 support the alleged violations. Plaintiff has not received any response from the LWDA.

27 118. Plaintiff satisfied the administrative prerequisites under California Labor Code section
28 2699.3, subdivision (a), to recover civil penalties against Defendants in addition to other remedies, for

violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, and all applicable wage orders.

119. 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.

120. 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 a civil penalty.

121. Plaintiff and the other non-exempt or hourly employees are “aggrieved employees” as defined by California Labor Code section 2699, subdivision (c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

122. California Labor Code sections 510 and 1198 and the applicable wage order require employers to pay their employees overtime compensation equal to one and one-half times their regular rate of pay for all hours worked in excess of eight hours in one day and/or over 40 hours in a week.

123. Defendants do not pay Plaintiff and the other aggrieved employees overtime compensation when they worked in excess of eight hours in one day and/or over 40 hours in a week as alleged above.

Failure to Provide Meal Periods

124. California Labor Code sections 226.7 and 512 and the applicable wage order require employers to pay their employees one additional hour of pay at the employee’s regular rate of pay for each workday that a meal period is not provided when it should have been.

125. Defendants do not provide Plaintiff and the other aggrieved employees with meal periods when it should have, nor does it pay them premium pay as alleged above.

Failure to Provide Rest Periods

126. California Labor Code sections 226.7 and 512 and the applicable wage order require

1 employers to pay their employees one additional hour of pay at the employee's regular rate of pay for
2 each workday that a rest break is not provided when it should have been

3 127. Defendants do not provide Plaintiff and the other aggrieved employees with rest breaks
4 when it should have, nor does it pay them premium pay as alleged above.

5 **Failure to Pay Minimum Wages**

6 128. California Labor Code sections 1194, 1197, and 1197.1 and the applicable wage order
7 require employers to pay their employees at least the minimum wage for each hour worked.

8 129. Defendants do not pay Plaintiff and the other aggrieved employees the minimum wage for
9 each hour they worked as alleged above.

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

11 130. California Labor Code sections 201, 202, and 203 and the applicable wage order provide
12 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are
13 due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
14 her wages shall become due and payable no later than seventy-two hours thereafter, unless the employee
15 has given seventy-two hours previous notice of his or her intention to quit, in which case the employee
16 is entitled to his or her wages at the time of quitting.

17 131. As explained above, Defendants failed to pay Plaintiff and the other aggrieved employees
18 minimum wage for each hour of work they performed, failed to pay them overtime when they worked
19 in excess of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional
20 hour of pay at their regular rate of pay when they were not provided meal periods and rest breaks.
21 Accordingly, these wages are not timely paid to Plaintiff and the other aggrieved employees upon their
22 discharge or termination.

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

24 132. At all times herein set forth, California Labor Code section 204 provides that all wages
25 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month,
26 other than those wages due upon termination of an employee, are due and payable between the 16th and the
27 26th day of the month during which the labor was performed, and that all wages earned by any person in
28 any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages

1 due upon termination of an employee, are due and payable between the 1st and the 10th day of the following
2 month. Labor Code section 204 also requires that all wages earned for labor in excess of the normal work
3 period shall be paid no later than the payday for the next regular payroll period.

4 133. As explained above, Defendants failed to pay Plaintiff and the other aggrieved employees
5 minimum wage for each hour of work they performed, failed to pay them overtime when they worked in
6 excess of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional hour
7 of pay at their regular rate of pay when they were not provided meal periods and rest breaks. Accordingly,
8 these wages are not timely paid to Plaintiff and the other aggrieved employees during their employment.

9 **Failure to Provide Compliant Wage Statements**

10 134. California Labor Code sections 226, subdivision (a), and 1174, subdivision (d) requires
11 employers to keep complete and accurate payroll records.

12 135. Defendants do not keep complete and accurate payroll records for Plaintiff and the other
13 aggrieved employees as alleged above.

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

15 136. California Labor Code section 1174, subdivision (d) requires employers to keep complete
16 and accurate payroll records.

17 137. Defendants do not keep complete and accurate payroll records for Plaintiff and the other
18 aggrieved employees as alleged above.

19 **PRAYER FOR RELIEF**

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

22 **Class Certification**

- 23 1. That this action be certified as a class action;
- 24 2. That Plaintiff be appointed as the representative of the Class;
- 25 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 26 4. That Defendants provide to Class Counsel, immediately upon its appointment, the names
27 and most current contact information (address and telephone numbers) of all class members.

28 ////

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

2 5. That the court declare, adjudge, and decree that Defendants violated California Labor Code
3 section 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to
4 Plaintiff and the other class members;

5 6. For general unpaid wages at overtime wage rates and such general and special damages as
6 may be appropriate;

7 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
8 date such amounts were due;

9 8. For reasonable attorneys' fees and costs of suit incurred herein; and

10 9. For such other and further relief as the court may deem just and proper.

11 **As to the Second Cause of Action**

12 10. That the court declare, adjudge, and decree that Defendants violated California Labor Code
13 section 226.7 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including
14 second meal periods) to Plaintiff and the other class members;

15 11. That the court make an award to Plaintiff and the other class members of one (1) hour of
16 pay at each employee's regular rate of compensation for each workday that a meal period was not
17 provided;

18 12. For all actual, consequential, and incidental losses and damages, according to proof;

19 13. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);

20 14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

21 15. For reasonable attorneys' fees and costs of suit incurred herein; and

22 16. For such other and further relief as the court may deem just and proper.

23 **As to the Third Cause of Action**

24 17. That the court declare, adjudge, and decree that Defendant violated California Labor Code
25 section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff
26 and the other class members;

27 18. That the court make an award to Plaintiff and the other class members of one (1) hour of
28 pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

- 1 19. For all actual, consequential, and incidental losses and damages, according to proof;
2 20. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);
3 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;
4 22. For reasonable attorneys' fees and costs of suit incurred herein; and
5 23. For such other and further relief as the court may deem just and proper.

6 **As to the Fourth Cause of Action**

7 24. That the court declare, adjudge, and decree that Defendants violated California Labor Code
8 sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class
9 members;

10 25. For general unpaid wages and such general and special damages as may be appropriate;

11 26. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff
12 and the other class members in the amount as may be established according to proof at trial;

13 27. For pre-judgment interest on any unpaid compensation from the date such amounts were
14 due;

15 28. For reasonable attorneys' fees and costs of suit incurred herein; and

16 29. For liquidated damages pursuant to California Labor Code section 1194.2; and

17 30. For such other and further relief as the court may deem just and proper.

18 **As to the Fifth Cause of Action**

19 31. That the court declare, adjudge, and decree that Defendants violated California Labor Code
20 sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of
21 the employment of the other class members no longer employed by Defendants;

22 32. For all actual, consequential, and incidental losses and damages, according to proof;

23 33. For statutory wage penalties pursuant to California Labor Code section 203 for the other
24 class members who have left Defendants' employ;

25 34. For pre-judgment interest on any unpaid compensation from the date such amounts were
26 due;

27 35. For reasonable attorneys' fees and costs of suit incurred herein; and

28 36. For such other and further relief as the court may deem just and proper.

1 **As to the Sixth Cause of Action**

2 37. That the court declare, adjudge and decree that Defendants violated California Labor Code
3 section 204 by willfully failing to pay all compensation owed at the time required by California Labor
4 Code section 204 to Plaintiff and the other class members;

5 38. For all actual, consequential, and incidental losses and damages, according to proof;

6 39. For pre-judgment interest on any unpaid compensation from the date such amounts were
7 due;

8 40. For reasonable attorneys' fees and costs of suit incurred herein; and

9 41. For such other and further relief as the court may deem just and proper.

10 **As to the Seventh Cause of Action**

11 42. That the court declare, adjudge, and decree that Defendants violated the record keeping
12 provisions of California Labor Code section 226, subdivision (a) and applicable IWC Wage Orders as to
13 Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements
14 thereto;

15 43. For actual, consequential and incidental losses and damages, according to proof;

16 44. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

17 45. For reasonable attorneys' fees and costs of suit incurred herein; and

18 46. For such other and further relief as the court may deem just and proper.

19 **As to the Eighth Cause of Action**

20 47. That the court declare, adjudge and decree that Defendants violated California Labor Code
21 section 1174, subdivision (d) by willfully failing to keep accurate and complete payroll records for
22 Plaintiff and the other class members as required by California Labor Code section 1174, subdivision (d);

23 48. For actual, consequential and incidental losses and damages, according to proof;

24 49. For statutory penalties pursuant to California Labor Code section 1174.5;

25 50. For reasonable attorneys' fees and costs of suit incurred herein; and

26 51. For such other and further relief as the court may deem just and proper.

27 **As to the Ninth Cause of Action**

28 52. That the court decree, adjudge and decree that Defendants violated California Business and

1 Professions Code sections 17200, et seq.

2 53. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-
3 judgment interest from the day such amounts were due and payable;

4 54. For the appointment of a receiver to receive, manage and distribute any and all funds
5 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
6 of violation of California Business and Professions Code sections 17200, et seq.;

7 55. For injunctive relief to ensure compliance with this section, pursuant to California
8 Business and Professions Code sections 17200, et seq.; and

9 56. For reasonable attorneys' fees and costs of suit incurred herein; and

10 57. For such other and further relief as the court may deem just and proper.

11 **As to the Tenth Cause of Action**

12 58. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of
13 all aggrieved employees, requests and is entitled to recover from Defendants and each of them, unpaid
14 wages and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California
15 Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them,
16 including but not limited to:

17 a. Penalties under California Labor Code section 2699 in the amount of one hundred
18 dollars (\$100) for each aggrieved employee per pay period for the initial violation,
19 and two hundred dollars (\$200) for each aggrieved employee per pay period for
20 each subsequent violation;

21 b. Penalties under California Code of Regulations Title 8 section 11070 in the
22 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
23 initial violation, and one hundred dollars (\$100) for each aggrieved employee per
24 pay period for each subsequent violation;

25 c. Penalties under California Labor Code section 210 in addition to, and entirely
26 independent and apart from, any other penalty provided in the California Labor
27 Code in the amount of one hundred dollars (\$100) for each aggrieved employee
28 per pay period for the initial violation, and two hundred (\$200) for each aggrieved

employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

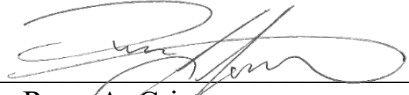
59. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

60. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 2699, 218.5, and 210 and any other applicable statute.

Date: October 9, 2024

PARRIS LAW FIRM

By: _____


Ryan A. Crist
Attorneys for Plaintiff,
and the Putative Class

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Date: October 9, 2024

By: 
Ryan A. Crist
Attorneys for Plaintiff,
and the Putative Class

PROOF OF SERVICE
1013A(3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 43364 10th Street West, Lancaster, California 93534.

On October 9, 2024, I served the foregoing document described as **FIRST AMENDED COMPLAINT** by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Daniel J. McQueen
daniel.mcqueen@afslaw.com

*Counsel for Defendants Sunrun, Inc. and Sunrun
Installation Services, Inc.*

Brett D. Young
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Alex W. Rafuse
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ARENTFOX SCIDFF LLP
555 West Fifth Street, 48th Floor
Los Angeles, California 90013
Telephone: (213) 629-7400
Facsimile: (213) 629-7401

[X] Said document was electronically transmitted to **CASE ANYWHERE** at www.caseanywhere.com on the date stated herein to be served on all parties included on the service listed provided to **CASE ANYWHERE**.

Executed on October 9, 2024, at Lancaster, California.

[X] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Monica Alvarez