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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

Assigned for All Purposes
Judge Andre Manssourian

SYED M. RASHEED,

Plaintiff,

v.

L & T TECHNOLOGY SERVICES LTD.; and DOES 1 through 50,

Defendants.

**Case No.** 30-2026-01567404-CU-OE-CJC

**COMPLAINT**

1. FAILURE TO PAY OVERTIME WAGES [Lab. Code §§ 510, 1194]
2. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS [Lab. Code § 226; Wage Order No. 5]
3. FAILURE TO PROVIDE PROPER MEAL AND REST PERIODS [Lab. Code §§ 226.7, 512; Wage Order No. 5]
4. FAILURE TO PAY WAGES UPON DISCHARGE, WAITING TIME PENALTIES [Lab. Code §§ 201-203]
5. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEY GENERLA ACT [Labor Code §§ 2698–2699.8]
6. RETALIATION IN VIOLATION OF LABOR CODE § 1102.5
7. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

**DEMAND FOR JURY TRIAL**

Plaintiff SYED M. RASHEED (“Plaintiff”) brings this action for damages—including statutory damages and penalties—against defendants named herein, and alleges based upon the personal knowledge of Plaintiff, the investigation of counsel, and upon information and belief, as follow:

**<u>THE PARTIES</u>**

1. Plaintiff SYED M. RASHEED is an individual over the age of eighteen years and is now and, at all relevant times mentioned in this Complaint, was a resident of the County of Orange in the State of California. At all relevant times herein, Plaintiff was employed by and worked for Defendant L & T TECHNOLOGY SERVICES LTD. as a salesperson.

2. On information and belief, Defendant L & T TECHNOLOGY SERVICES LTD. ("LTTS") is and, at all relevant times mentioned herein, was a corporation duly organized and existing under the laws of the State of Delaware. Defendant LTTS, at all relevant times mentioned herein, has been doing business in the County of Irvine, California. On information and belief, Defendant LTTS designs, develops and sells engineering and technology services to companies in various industries. In particular, LTTS sells engineering and systems services to leading global medical devices manufacturers to develop innovative medical devices, connected health systems, and digital platforms, redefining patient care and accelerating time to market.

3. Defendants DOES 1 through 50, inclusive, are sued herein under fictitious names as their true names and capacities, whether corporate, individual, associate or otherwise, is presently unknown to Plaintiff. Plaintiff will seek leave of this court to amend this Complaint to show the true names and capacities of Defendants DOES 1 through 50, inclusive, once the same have been ascertained. Plaintiff is informed and believes, and based thereon alleges, that each Defendant fictitiously named herein caused or contributed to the occurrences, events and happenings described herein, caused or contributed to the damages complained of by Plaintiff and/or engaged in and/or participated in the wrongful activities set forth herein. Plaintiff further alleges, on information and belief, that at all times mentioned herein, Defendants DOES 1 through 50's business activities in the State of California were and are substantially greater than their business activities in any other state or country, and that a substantial predominance of their business activity is conducted in California. As such, Defendants DOES 1 through 50, inclusive, are citizens of California.

4. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein, Defendants, and each of them, aided and abetted, and acted in concert with and/or conspired with, each and every other Defendant to commit the acts complained of herein, and to engage in a

course of conduct and the business practices complained of herein.

5. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, acted within their course and scope of employment, authority, and/or apparent authority as an officer, director, employee, agent and/or representative of the other Defendants, and each of them.

6. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times mentioned herein, the actions by Defendants, and each of them, were done under the authorization, consent, instruction and/or approval, express or implied, of each of the other Defendants and were duly ratified by Defendants, and each of them, and, thus, is imputed to each Defendant.

7. At all times mentioned herein, Defendants, and each of them, were the agents, servants, joint-employers, and alter-egos of and with each other, and as such, the acts of one defendant are considered the acts of all defendants. Plaintiff is informed and believes, and based thereon alleges, that there is such unity of interests and ownership between these defendants that separate status no longer exists and, further, observance of the fiction of separate existence among these defendants would sanction fraud and promote injustice.

8. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times, the entity Defendants and DOES 1 through 50 acted as and constituted a “single employer” or “joint employer” of Plaintiff in connection with all governing laws, statutes, and regulations.

9. Whenever and wherever reference is made in this Complaint to any act by a defendant or defendants, such allegations and reference shall also be deemed to mean the acts and failures to act of each defendant acting individually, jointly, and severally.

10. Whenever and wherever reference is made to individuals who are not named as Plaintiff or Defendants in this Complaint but were agents, servants, employees and/or supervisors of Defendants, such individuals at all relevant times acted on behalf of Defendants within the scope of their employment.

11. Hereinafter in the Complaint, unless otherwise specified, reference to a Defendant or Defendants shall refer to all Defendants, and each of them.

## JURISDICTION AND VENUE

12. Jurisdiction is conferred on this Court over Defendants, as each and every Defendant is incorporated in, conducts business in, and/or resides in California. Jurisdiction is conferred on this Court as to all Claims for Relief as they arise under state statutory or common law.

13. Venue is proper in this Court because Defendants are doing business in this County, a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in this County, and Plaintiff sustained her losses and/or damages within this County.

## STATEMENT OF FACTS

**Plaintiff's Employment With Defendant:**

14. From June 5, 2024 to November 19, 2025, Mr. Rasheed was employed by L&T TECHNOLOGY SERVICES LTD. ("Defendant") as a salesperson. In that capacity, his primary job duty was making sales, or obtaining orders or contracts for services or for the delivery of technology services for which a consideration will be paid by the client or customer. His job was to develop a portfolio of sales accounts in the medical devices industry and to procure order/contracts for engineering services and digital technologies within the medical devices field. Towards the goal of obtaining such orders and contracts, Mr. Rasheed made technical presentations, analyzed the technical needs and requirements, prepared written proposals, designed solutions, and acted as a liaison between the Company's technical teams and clients.

15. Mr. Rasheed regularly worked more than 8 hours in a workday or more than 40 hours in a workweek. His typical work hours were 60-70 hours per week. Mr. Rasheed primarily worked from home. In terms of how he was compensated, he was paid a salary and a small part of his compensation came in the form of sales commissions. It should be noted that far less than 50% of his weekly compensation came from commissions.

16. Here, Mr. Rasheed alleges that he and other Aggrieved Employees, based on their primary job duties, were salespersons for the Defendant and that they regularly worked more than 8 hours in a workday or more than 40 hours in a workweek. Mr. Rasheed further alleges that he and other Aggrieved Employees were not exempt salespersons because they primarily worked from

home and were primarily compensated through salary, i.e., less than half of their compensation came from commissions. In fact, commissions represented a very small portion of their weekly compensation.

**Defendant Failed to Pay for Overtime Hours Worked:**

17. Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

18. In addition, Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday or more than 40 hours in a workweek unless they receive the legal overtime compensation. Additionally, Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the commission is unlawful.

19. Throughout the statutory period, Defendant misclassified Mr. Rasheed and other Aggrieved Employees as exempt salespersons and did not pay them overtime wages when they worked more than 8 hours in a workday or more than 40 hours in a workweek. This misclassification and the subsequent failure to pay for overtime violated the Labor Code, and Defendant is liable to Plaintiff and other Aggrieved Employees for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay overtime wages.

**Defendant Failed to Pay All Earned Wages Twice Per Month:**

20. Based on its failure to pay Plaintiff and the Aggrieved Employees for all overtime wages as discussed above, Defendant also violated Labor Code section 204.

21. Labor Code section 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and other Aggrieved Employees were entitled to be paid wages twice a month at their

regular or overtime rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay them all wages due, and failed to pay those wages twice a month, in that Plaintiff and other Aggrieved Employees were not paid overtime wages and were not paid premium wages for meal and rest period violations. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and other Aggrieved Employees suffered damages in those amounts.

22. Moreover, Defendant is liable to Plaintiff and other Aggrieved Employees for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

**Defendant Failed to Provide Meal Periods:**

23. Labor Code Sections 226.7 and 512 and IWC Order No. 4-2001 provide that an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. This means that a first meal period must be provided no later than the end of an employee's fifth hour of work, and a second meal period no later than the end of an employee's 10th hour of work. The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so.

24. Labor Code Section 226.7 and IWC Order No. 4-2001 further provide that if the employer fails to provide an employee a meal period or rest period in accordance with this law, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period or rest period is not provided.

25. Throughout the statutory period, Defendant failed to provide meal periods of not less than 30 minutes for a work period of more than 5 hours per day. Instead, Defendant required and expected Plaintiff and other Aggrieved Employees to work without a compliant meal period. Therefore, Plaintiff and other Aggrieved Employees are entitled to be paid one additional hour of

pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided. Defendant failed to pay Plaintiff and other Aggrieved Employees one additional hour of pay for each workday that the meal or rest or recovery period is not provided.

26. As a result, Defendant is liable to Plaintiff for failing to provide meal periods and then failing to pay them the additional hour of pay for each workday that the meal period was not provided.

27. Moreover, Defendant is liable to Plaintiff and other Aggrieved Employees for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) as a result of its failure to provide meal periods and its subsequent failure to pay the statutory additional hour of pay.

**Defendant Failed to Authorize and Permit Rest Periods:**

28. Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

29. Throughout the statutory period, Defendant had no policy regarding rest periods. Instead, Defendant required and expected Plaintiff and other Aggrieved Employees to work without a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours). Therefore, Plaintiff and other Aggrieved Employees were entitled to be paid one hour of additional pay for each workday they were not authorized and permitted to take a rest period. Defendant failed to pay Plaintiff and other Aggrieved Employees the addition hour of pay for each workday that the rest or recovery period was not provided.

30. As a result, Defendant is liable to Plaintiff for failing to provide rest periods and then failing to pay them the additional hour of pay for each workday that the rest period was not provided.

31. Moreover, Defendants are liable to Plaintiff and other Aggrieved Employees for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) as a result of its failure to

provide rest periods and its subsequent failure to pay the statutory additional hour of pay.

**<u>Defendant Failed to Maintain Accurate Records of Hours Worked and Meal Periods:</u>**

32. Plaintiff seeks penalties under Labor Code §§ 226, 1174, and 1174.5. Under Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174 is subject to a penalty. Pursuant to IWC Wage Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

33. Moreover, under Labor Code § 226, Defendant was required to furnish itemized earnings statements to Plaintiff and other Aggrieved Employees that accurately show: (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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.

34. Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and other Aggrieved Employees. Moreover, Defendant failed to furnish accurate itemized earnings statements as required by Labor Code § 226. The earnings statements that were provided to Plaintiff and other Aggrieved Employees were missing, inter alia, their overtime hours worked, their applicable overtime rates, the correct gross and net wages earned, and their meal period premium wages.

35. Defendant's failure to furnish and maintain records required by the Labor Code and the applicable IWC Wage Order deprived Plaintiff and other Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked. Therefore, Plaintiff and other Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and other Aggrieved Employees have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to comply with the California wage and hour laws, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Order, Plaintiff and other Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments owed to them.

**Defendant Failed to Pay All Wages Upon Discharge or Resignation**

36. Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

37. Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended—i.e., they either resigned or were discharged. However, during the relevant statutory period, Defendant failed, and continues to fail, to pay Plaintiff and other Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or 72 hours of their leaving Defendant's employment. These unpaid wages include their overtime wages and premium wages for meal and rest period violations.

38. Defendant's conduct violates Labor Code sections 201 and 202. Labor Code section

203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced, but that the wages shall not continue for more than 30 days.

39. Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up 30 days, pursuant to Labor Code section 203. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination or voluntary departure.

**Plaintiff's Termination in Retaliation for Whistleblowing:**

40. During his employment with LTTS, Plaintiff was responsible for managing an account with a major client known as Beckman Coulter Life Sciences and acted as the primary liaison/ contact person between the Client and LTTS for purposes of selling and delivering high-level technology services (software) to the Client. In or about 2024, Plaintiff was responsible for consummating a sales contract for the sale and delivery of a high-value technology known as the Oracle implementation initiative to the Client. However, in January 2025, before the project could begin, the Client shelved the initiative and canceled the contract. Thereafter, LTTS demanded monetary compensation from the Client for the early termination of the contract, which resulted in the Client having to pay money to LTTS in March of 2025. This episode damaged the relationship between the Client and LTTS.

41. Immediately following the March 2025 settlement, the Client expressed direct and unequivocal dissatisfaction with LTTS. The Client further stated that they would not work with LTTS in the future. The loss of this Client—and their immediate, explicit refusal to engage in any future business—represented a significant revenue and relationship loss for LTTS.

42. Recognizing the severity of the situation, LTTS's senior leadership made a deliberate and deceptive strategic decision. They issued a written discount commitment to the Client for all new services signed and purchased between April 2025 and March 2026. The commitment

authorized discounts of up to 25% on each new project.  The discount commitment was in fact a false and deceptive tactical scheme to lure the Client into engaging LTTS for new technology services.

43. Relying on this discount, the Client engaged Plaintiff for new services, one of which was the Plant Transfer initiative. Plaintiff led substantial sales efforts in pursuing this opportunity. After a thorough evaluation, the Client awarded the initiative to LTTS on the express condition that LTTS would extend the promised 25% discount.

44. When the time came to honor the written 25% discount commitment on the Plant Transfer initiative,   LTTS refused to do so. I advocated and complained internally, pressing LTTS to honor the written discount commitment that had been made to the Client. Plaintiff complained to LTTS's senior leadership about the deceptive, unlawful, unfair, or fraudulent nature of the company's business practices, and that the discount commitment should be honored.

45. Despite Plaintiff's sustained advocacy, LTTS leadership continued to refuse to honor the commitment. His concerns were either dismissed or ignored.

46. On or about November 19, 2025, Plaintiff was terminated in retaliation for complaining and raising his concerns about Defendant LTTS's deceptive, unlawful, unfair, or fraudulent business practices.

**<u>FIRST CAUSE OF ACTION</u>**

**(FAILURE TO PAY OVERTIME WAGES BY PLAINTIFF AGAINST ALL DEFENDANTS)**

47. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates same by reference as though fully set forth herein.

48. At all times relevant herein, Plaintiff was a non-exempt employee of Defendants, and *Labor Code* sections 510 and 1194 and IWC Wage Order No. 4-2001 applied to Defendants.

49. *Labor Code* section 510 states that: "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall

be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

50. *Labor Code* section 1194 provides, in relevant part, that any employee receiving less than the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this overtime compensation, including interest thereon, reasonable attorney's fees, and cost of suit.

51. At all relevant times herein, Plaintiff regularly worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek.

52. At all relevant times herein, Defendants knowingly and intentionally failed to Plaintiff for all overtime hours worked. Instead, Defendants misclassified as an exempt salesperson and denied him overtime compensation.

53. At all relevant times herein, Defendants knowingly and intentionally did not keep accurate records of all hours worked by Plaintiff.

54. At all relevant times herein, Defendants failed to pay overtime wages to Plaintiff when he worked in excess of eight (8) hours in a workday or more than forty (40) hours in a workweek.

55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent that she was not compensated for all overtime hours worked. Accordingly, Defendants owe Plaintiff overtime wages.

56. Pursuant to *Labor Code* sections 510, 1194, and 1197, Plaintiff is entitled to recover the full amount of her unpaid overtime wages, prejudgment interest, reasonable attorney's fees and costs of suit.

## SECOND CAUSE OF ACTION

**(FAILURE TO FURNISH ACCURATE WAGE STATEMENTS BY PLAINTIFF AGAINST**

**ALL DEFENDANTS)**

57. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates same by reference as though fully set forth herein.

58. At all times relevant herein, Plaintiff was an employee of Defendants covered by *Labor Code* sections 226 and 226.2 as well as IWC Wage Order No. 4-2001.

59. California *Labor Code* section 226, subdivision (a) provides, in pertinent part, that:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing . . . (2) total hours worked by the employee . . . (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.

60. Further, the Wage Order No. 4-2001 of the Industrial Welfare Commission applicable to Plaintiff states in pertinent part:

> "(A) Every employer shall keep accurate information with respect to each employee including the following"
>
> (3) Time records showing when the employee begins and ends each work period.
>
> (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
>
> (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request."

61. *Labor Code* section 226, subdivision (e)(2)(B) states that "an employee is deemed to suffer injury for purpose of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following: (i) the amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a)."

62. At all material times set forth herein, Defendants knowingly and intentionally failed

to furnish accurate itemized statements that show, among other things, the workweek and pay period, the total overtime hours worked per pay period, the total number of regular hours worked per pay period, the number of noncompliant meal and rest periods each pay period and the amount of premium wages owed for said noncompliant meal and rest periods, and the applicable rate of pay.

63. As a result of Defendants' said knowing and intentional failure, Plaintiff has suffered injury. The absence of accurate information on his wage statements has prevented timely challenges to Defendants' unlawful pay practices, required discovery and mathematical computations to determine the amount of wages owed, and caused difficulty and expense in attempting to reconstruct time and pay records..

64. As a result of Defendants' conduct, Plaintiff is entitled to recover from Defendants the greater of their actual monetary damages caused by Defendants' failure to comply with California *Labor Code* section 226, subdivision (a), or fifty-dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four-thousand dollars ($4,000) per employee and an award of costs and reasonable attorney's fees pursuant to California *Labor Code* section 226, subdivision (e).

## THIRD CAUSE OF ACTION

## (FAILURE TO PROVIDE COMPLIANT MEAL AND REST PERIODS BY PLAINTIFF AGAINST ALL DEFENDANTS)

65. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates same by reference as though fully set forth herein.

66. Labor Code Sections 226.7 and 512 and Wage Order No. 4-2001 provide that an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. This means that a first meal period must be provided no later than the end of an employee's fifth hour of work, and a second meal period no later than the end of an employee's 10th hour of work. The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their

activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so.

67. Labor Code § 226.7 and the applicable Wage Order further provide that employers shall authorize and permit employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours of work. This means that an employer must provide 10 minutes net rest time per 4 hours or major fraction thereof. Under these provisions, employers are required to provide 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours.

68. Labor Code Section 226.7 and Wage Order No. 4-2001 further provide that if an employer fails to provide an employee meal periods in accordance with this law, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

69. As detailed above and incorporated herein by reference, Defendants did not provide compliant meal and rest periods to Plaintiff. In fact, Defendants did not have a compliant meal and rest period policy under which Plaintiff worked.

70. Pursuant to *Labor Code* section 226.7, Plaintiff is entitled to one additional hour of pay at his regular rate of compensation for each workday that he was not provided a statutorily compliant meal or rest period.

**<u>FOURTH CAUSE OF ACTION</u>**

**(FAILURE TO PAY ALL EARNED AND UNPAID WAGES UPON DISCHARGE BY PLAINTIFF AGAINST ALL DEFENDANTS)**

71. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates same by reference as though fully set forth herein.

72. California *Labor Code* section 201, subdivision (a) states, in relevant part, that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

73. California *Labor Code* section 202, subdivision (a) states, in relevant part, that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable *not later than 72 hours thereafter*, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

74. Defendants willfully failed to pay all earned wages to Plaintiff at the end of his employment. Instead, Defendants knowingly and willfully misclassified Plaintiff as an exempt salesperson even though his payroll records and the method of his compensation clearly rendered him a non-exempt employee.

75. The earned and unpaid wages that were due at the time of his discharge include his overtime wages and additional pay for noncompliant meal and rest periods.

76. Based on Defendants' conduct as alleged herein, Defendants are liable for civil penalties pursuant to California *Labor Code* sections 201, 202, and 203 and other applicable provisions of the California Labor Code.

77. California *Labor Code* section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under sections 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) workdays. Accordingly, Plaintiff seek unpaid wages and waiting time penalties, the exact amount of which is to be determined at trial, as well as attorney's fees and costs.

**FIFTH CAUSE OF ACTION**

**(CIVIL PENALTIES UNDER LABOR CODE SECTIONS 2698-2699.8 BY PLAINTIFF AND OTHER AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

78. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates same by reference as though fully set forth herein.

79. The Private Attorney General Act (Labor Code §§ 2698-2699.8) 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.

80. 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.

81. Plaintiff and other salespersons employed by Defendants in California are "Aggrieved Employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

82. Defendants' failure to pay legally required overtime wages to Plaintiff and other Aggrieved Employees violates the IWC Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

83. Defendants' failure to provide legally required meal periods to Plaintiff and other Aggrieved Employees violates the IWC Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

84. Defendants' failure to provide legally required rest periods to Plaintiff and other Aggrieved Employees violates the IWC Wage Orders and constitutes a violation of California Labor Code section 226.7.

85. Defendants' failure to pay wages to Plaintiff and other Aggrieved Employees upon termination or resignation in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

86. Defendants' failure to timely pay wages twice during each calendar month to Plaintiff and other Aggrieved Employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

87. Defendants' failure to furnish complete and accurate itemized statements to Plaintiff and other Aggrieved Employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

88. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and other Aggrieved Employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

89. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all other Aggrieved Employees, requests and is entitled to recover from Defendants, and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699(f) in the amount of one hundred dollars ($100) for each aggrieved employee per pay period or two hundred dollars ($200) for each aggrieved employee per pay period for each violation where there has been a prior finding or determination that Defendants' policies or practices were unlawful or where Defendants' conduct was malicious, fraudulent, or oppressive;

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation;

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

90. Pursuant to California Labor Code section 2699(m), civil penalties recovered by

aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five percent (35%) to the aggrieved employees.

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

**SIXTH CAUSE OF ACTION**

**(RETALIATION IN VIOLATION OF LABOR CODE § 1102.5 BY PLAINTIFF AGAINST ALL DEFENDANTS)**

92. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates same by reference as though fully set forth herein.

93. At all times mentioned herein, Defendants, through their employees, agents, managers and supervisors and managing agents and each of them, while acting in the course and scope of their employment with Defendants, and in carrying out the policies and practices of Defendants, retaliated against Plaintiff for exercising his protected activity.

94. At all times herein mentioned, Labor Code Section 1102.5 provided in pertinent part:

> (a) An employer or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.
>
> (b) An employer or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a

person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

(c) An employer or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

95. At all times herein mentioned, Plaintiff was a whistleblower under Labor Code Section 1102.5. Plaintiff complained about, disclosed information about, and/or reported Defendant's deceptive, unfair, unlawful, and/or fraudulent business practices. Defendants retaliated against Plaintiff because Plaintiff disclosed or was disclosing information about Defendant's deceptive, unfair, unlawful, and/or fraudulent business practices to LTTS's senior leadership who the authority to investigate, discover or correct the practice. The retaliation came in the form of his termination.

96. On or about November 19, 2025, Plaintiff was terminated in retaliation for complaining about and raising his concerns about Defendant LTTS's deceptive, unlawful, unfair, or fraudulent business practices.

97. By the aforesaid acts and conduct of Defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs, and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of Court to amend when ascertained.

98. As a direct and legal result of the acts and conduct of Defendants, as aforesaid, Plaintiff has been caused, and did suffer, and continue to suffer severe and permanent emotional and mental distress and anguish, humiliation, depression, fright, shock, pain, discomfort and anxiety.

99. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid, Plaintiff has been caused to suffer and did suffer a loss of earnings, earning capacity, medical benefits, including insurance and other benefits to which they were entitled. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of Court to assert the same when they are ascertained.

100. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this Court.

101. The aforementioned acts of Defendants, and each of them, were committed by and through their managing agents, officers, and/or alter egos, were done with the knowledge of Defendants, their managing agents, officers, and/or alter egos, and/or were ratified and condoned by Defendants and their managing agents, officers, and/or alter egos. The aforementioned acts of Defendants, and each of them, were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managing agents, officers and alter egos of Defendants, and with the express knowledge, consent, and ratification of Defendants' managing agents, officers, or directors, thereby justifying punitive and exemplary damages in an amount to be determined at the time of trial. Defendants and their managing agents, officers, and directors (whose identities are known to Defendants, and will be the subject of discovery in this case) knew that their actions were illegal and acted in conscious disregard for the law, putting their own desires for higher profit margins over their compliance with the law.

## SEVENTH CAUSE OF ACTION

## (WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY BY PLAINTIFF AGAINST ALL DEFENDANTS)

102. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates same by reference as though fully set forth herein.

103. At all times mentioned herein, Defendants, through their employees, agents, managers and supervisors and managing agents and each of them, while acting in the course and

scope of their employment with Defendants, and in carrying out the policies and practices of Defendants, retaliated against Plaintiff for exercising his protected activity.

104. At all times herein mentioned, Plaintiff was a whistleblower under Labor Code Section 1102.5. Plaintiff complained about, disclosed information about, and/or reported Defendant's deceptive, unfair, unlawful, and/or fraudulent business practices. Defendants retaliated against Plaintiff because Plaintiff disclosed or was disclosing information about Defendant's deceptive, unfair, unlawful, and/or fraudulent business practices to LTTS's senior leadership who the authority to investigate, discover or correct the practice. The retaliation came in the form of his termination.

105. On or about November 19, 2025, Plaintiff was terminated in retaliation for complaining about and raising his concerns about Defendant LTTS's deceptive, unlawful, unfair, or fraudulent business practices.

106. Plaintiff was terminated in violation of the public policy as set forth in Labor Code § 1102.5, which states that "an employer or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance."

107. By the aforesaid acts and conduct of Defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs, and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of Court to amend when ascertained.

108. As a direct and legal result of the acts and conduct of Defendants, as aforesaid, Plaintiff has been caused, and did suffer, and continue to suffer severe and permanent emotional and mental distress and anguish, humiliation, depression, fright, shock, pain, discomfort and anxiety.

109. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid, Plaintiff has been caused to suffer and did suffer a loss of earnings, earning capacity, medical benefits, including insurance and other benefits to which they were entitled. The exact nature and extent of said

injuries is presently unknown to Plaintiff, who will pray leave of Court to assert the same when they are ascertained.

110. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this Court.

111. The aforementioned acts of Defendants, and each of them, were committed by and through their managing agents, officers, and/or alter egos, were done with the knowledge of Defendants, their managing agents, officers, and/or alter egos, and/or were ratified and condoned by Defendants and their managing agents, officers, and/or alter egos. The aforementioned acts of Defendants, and each of them, were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managing agents, officers and alter egos of Defendants, and with the express knowledge, consent, and ratification of Defendants' managing agents, officers, or directors, thereby justifying punitive and exemplary damages in an amount to be determined at the time of trial. Defendants and their managing agents, officers, and directors (whose identities are known to Defendants, and will be the subject of discovery in this case) knew that their actions were illegal and acted in conscious disregard for the law, putting their own desires for higher profit margins over their compliance with the law.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. ON THE FIRST CAUSE OF ACTION
    a. Unpaid overtime wages, according to proof;
    b. Prejudgment interest;
    c. Reasonable attorney's fees;
    d. Costs of suit; and
    e. Such other relief as the Court deems just and proper.
2. ON THE SECOND CAUSE OF ACTION
    a. Compensatory damages, according to proof;
    b. Civil penalties;

c. Prejudgment interest;

d. Reasonable attorney's fees;

e. Costs of suit; and

f. Such other relief as the Court deems just and proper.

3. ON THE THIRD CAUSE OF ACTION

a. Additional pay or premium wages, according to proof;

b. Prejudgment interest;

c. Reasonable attorney's fees;

d. Costs of suit; and

e. Such other relief as the Court deems just and proper.

4. ON THE FOURTH CAUSE OF ACTION

a. Unpaid wages, according to proof;

b. Waiting time penalties;

c. Prejudgment interest;

d. Reasonable attorney's fees;

e. Costs of suit; and

f. Such other relief as the Court deems just and proper.

5. ON THE FIFTH CAUSE OF ACTION

a. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (k), and 558 for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198; and

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

c. Reasonable attorney's fees;

d. Costs of suit; and

e. Such other relief as the Court deems just and proper.

6. ON THE SIXTH CAUSE OF ACTION

a. For general damages in an amount within the jurisdictional limits of this court;

b. For loss of earnings, future earning capacity and benefits, according to proof;

c. For attorneys' fees according to proof;

d. For prejudgment interest according to proof;

e. For costs of suit incurred herein;

f. For interest as allowed by law;

g. For Special Damages as permitted by Statute;

h. For such other and further relief as the court may deem just and proper; and

i. For exemplary and punitive damages in an amount according to proof.

7. ON THE SEVENTH CAUSE OF ACTION

a. For general damages in an amount within the jurisdictional limits of this court;

b. For loss of earnings, future earning capacity and benefits, according to proof;

c. For attorneys' fees according to proof;

d. For prejudgment interest according to proof;

e. For costs of suit incurred herein;

f. For interest as allowed by law;

g. For Special Damages as permitted by Statute;

h. For such other and further relief as the court may deem just and proper; and

i. For exemplary and punitive damages in an amount according to proof.

## **DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury as to all issues so triable.

Dated: May 1, 2026

MICHAEL H. KIM, P.C.

By: ______________________________

Michael H. Kim, Esq.
Attorneys for Plaintiff
SYED M. RASHEED