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February 3, 2026

Via Certified Mail

Labor & Workforce Development Agency
By online submission

FIS Management Services, LLC
347 Riverside Avenue
Jacksonville, FL 32202

Agent for Service of Process for FIS Management Services, LLC
C T Corporation System
330 N. Brand Avenue
Glendale, CA 91203

Re: Labor Code Violations of Opus Consulting Solutions, Inc. – Compliance Letter of California Labor Code § 2698 Private Attorneys General Act

Dear LWDA:

This office represents Paul Arias, a former exempt-classified California employee of FIS Management Services, LLC ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 et seq.

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its exempt-classified and non-exempt California employees ("Aggrieved Employees").

Defendant misclassified exempt-classified Aggrieved Employees as overtime and meal and rest period exempt employees even though they do not perform the requisite job duties or meet any exempt classification, as required by Labor Code §§ 510, 558, and 1194 and IWC Wage Order 4-2001. Our client alleges that Defendant misclassified exempt-classified Aggrieved Employees as exempt because their primary job duties did not consist of managing employees or performing primarily administrative, executive, or professional tasks, or otherwise qualify for any other exemption, including the inside or outside sales exemptions. As a result of their misclassification, when our client and other exempt-classified Aggrieved Employees worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in a workweek, they were not paid proper overtime wages of one-and-one-half times the regular rate of pay, nor were they paid twice the regular rate of pay for all hours worked in excess of twelve (12) in a workday. These failures to pay all wages due constitute violations of Labor Code §§ 510, 558, and 1194 and IWC Wage Order 4-2001.

Our client further alleges that Defendant failed to pay all wages due, in violation of Labor Code §§ 510 and 1194, and IWC Wage Order No. 4-2001. Labor Code § 200(a) defines wages to include "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." Our client and Aggrieved Employees earned commission wages based on meeting sales goals; however, Defendant has not paid our client and Aggrieved Employees all commission wages earned. This violates Labor Code §§ 510 and 1194 and IWC Wage Order 4-2001.

Our client and other Aggrieved Employees were not paid their wages timely during their employment, in violation of Labor Code §§ 204 and 210. Defendant paid our client and other Aggrieved Employees on a semi-monthly basis, but failed to issue them all their wages for work "performed between the 1st and 15th days" no later than the 26th and for work "performed between the 16th and the last day, inclusive, of any calendar month" no later than the 10th day of the following month as required by Labor Code § 204(a); our client and other Aggrieved Employees have not been paid their commission wages according to the time frames required by Labor Code § 204(a). This subjects Defendant to penalties as authorized by Labor Code § 210.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Our client was simply denied and not authorized to take his legally entitled rest periods and was never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001. Our client and Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001.

Our client further alleges that Defendant failed to provide him and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to fully reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802. Labor Code § 2802 requires that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendant's failure to do so has violated this section. Specifically, Defendant failed to reimburse for, among other things, travel expenses, automobile expenses, home office furniture and computer accessories, mobile phone usage, and Internet usage.

Our client further alleges that Defendant failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and Aggrieved Employees no longer employed by Defendant.

The $75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

Alex P. Katofsky