

July 22, 2026

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
Email: PAGAFilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employee: Charles Nesby

Employer: LTS Managed Technical Services LLC DBA Ledcor Group

Dear PAGA Administrator:

Pursuant to Cal. Lab. Code § 2699.3(a)(1), Charles Nesby (“Nesby”) hereby notifies the California Labor & Workforce Development Agency (“LWDA”), and his employer **LTS Managed Technical Services LLC DBA Ledcor Group** (“Employer” or “Ledcor”) that he intends to seek civil penalties and injunctive relief pursuant to Cal. Lab. Code §§ 2699(a), (e), (f), and (k) against Employer, and any presently unknown and later discovered related entities involved in the violations alleged, for their violations of the California Labor Code and applicable Industrial Welfare Commission Wage Order(s), including, but not limited to:

- §§ 204, 226.7, 512, and 1198 (failure to authorize, permit, and/or make available meal and rest periods, or pay premium wages);
- §§ 204, 510, 1182.12, 1194, 1197, and 1198 (violations regarding payment of wages, including timeliness, overtime pay, and minimum wage);
- § 1174 (failure to maintain accurate records); and
- § 226 (failure to provide accurate itemized wage statements).

Throughout the Relevant Period, Employer committed, and continues to commit, the acts herein alleged against Nesby and Aggrieved Employees.¹

Background of Employer:

Ledcor is a Delaware limited liability company with its principal place of business in San Diego, California. Ledcor is a diversified construction company, providing services to civil & infrastructure, oil & gas, pipeline, building, mining, power, and telecommunications sectors. Ledcor does business in the State of California.

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¹ “Relevant Period” includes the one-year period preceding the date of this letter. “Aggrieved Employees” has the same meaning as defined in Cal. Lab. Code § 2699(c)(1).



Background of Nesby:

Nesby has been employed by Employer as a Field Engineer since 2019 and provides IT, technology, and communication services on behalf of Leducor for its clients throughout Southern California. While Nesby's shifts varied in length, Nesby typically worked at least eight (8) hours per shift and five (5) shifts per week. Nesby frequently worked more than forty (40) hours per week. Nesby's position requires him to travel to worksites throughout all of Southern California to perform tasks including, but not limited to, installing circuits and switches, setting up networks for Employer's clients.

Failure to Provide Compliant Meal & Rest Breaks, or Premium Wages:

Employer failed and continues to fail to provide compliant meal and rest breaks to Nesby and Aggrieved Employees. Employer requires Nesby and Aggrieved Employees skip meal breaks at least three (3) times per week to ensure that work performed on worksites is completed as fast as possible and does not allow interruptions for meal periods resulting in them being missed. Employer also failed and continues to fail to provide Nesby and Aggrieved Employees with uninterrupted meal periods. Nesby's and Aggrieved Employees' meal periods are interrupted approximately once or twice per month with requests or tasks that they are instructed cannot wait until the end of their meal periods. Employer also failed and continues to fail to ensure that Nesby's and Aggrieved Employees' meal periods are taken before the fifth (5th) hour of work. Nesby and Aggrieved Employees work at client locations throughout Southern California and must begin work tasks when they arrive at the a work location without consideration to the time spent on the clock before arriving at the worksite. Nesby and Aggrieved Employees work shifts that are longer than ten (10) hours between three (3) to five (5) times per week. Despite being on the clock for more than ten (10) hours. Nevertheless, Employer fails to provide Nesby and Aggrieved Employees with second meal periods as mandated by California labor laws.

Cumulatively, Nesby and Aggrieved Employees were not and are not provided duty-free, uninterrupted, and timely thirty (30) minute meal periods by the end of the fifth (5th) hour of work and second (2nd) duty-free, uninterrupted, and timely thirty (30) minute meal periods by the end of the tenth (10th) hour of work.

For the same reasons or similar reasons, Employer fails to provide Nesby and Aggrieved Employees with compliant ten (10) minute rest breaks in the appropriate amount for the length of each shift and which are duty-free, uninterrupted, and timely.

Despite failing to provide Nesby and Aggrieved Employees with code-complaint meal and rest periods, Employer did not and does not pay Nesby and Aggrieved Employees one (1) additional hour of pay at their regular rate of compensation for each workday that a compliant meal and/or rest period is not provided. Employer's failure to timely pay earned premium wages for missed and/or noncompliant meal and rest periods is willful and/or intentional.

Failure to Timely Provide Earned Wages and to Pay Minimum Wages and Overtime Wages:

Employer denies Nesby and Aggrieved Employees proper compensation for all hours worked including minimum wage and overtime. Employer failed and continues to fail to pay all minimum wages and overtime wages at the lawful rate when the time spent working off-the-clock during their meal periods resulted in overtime hours.

Employer's failure to pay minimum wage and correct overtime wages is willful and intentional.



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Page 3 of 4

Failure to Provide Timely & Itemized Wage Statements:

As outlined above, Nesby and Aggrieved Employees perform a substantial amount of work over eight (8) hours in a day and/or over forty (40) hours a week which is not compensated with overtime wages, and do not receive premium payments for untimely, interrupted, or missed meal and rest periods. Therefore, Nesby and Aggrieved Employees do not receive accurate, itemized wage statements in accordance with Cal. Lab. Code § 226. Employer knowingly and intentionally provides a wage statement that omits and/or inaccurately states the gross wages earned, total hours worked, all deductions, net wages earned, and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” For example, in Nesby’s wage statement, the total gross and net wages earned are inaccurate because they do not include premium wages earned for missed and non-compliant meal and rest periods, do not include compensation for work performed while off the clock during his meal periods, and do not include accurate accounting of all overtime wages. Nesby and Aggrieved Employees cannot promptly and easily determine from the wage statement alone their accurate gross wages earned, total hours worked, all deductions, net wages earned, and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

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Nesby is represented by Schneider Wallace Cottrell Kim LLP (“SWCK”), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firm can be found at www.schneiderwallace.com. Nesby and SWCK are committed to zealously pursuing redress on behalf of the State of California and all other Aggrieved Employees for the violations set forth above.

Very Truly Yours,

**SCHNEIDER WALLACE
COTTRELL KIM LLP**

Carolyn H. Cottrell

Attorney at Law

Admitted in California



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Page 4 of 4

cc: via U.S.P.S. Certified Mail with Returned Receipt Requested:

**LTS Managed Technical Services LLC, doing business
as Ledcor Group**

c/o Agent for Service of Process
Corporation Service Company Which Will Do Business in
California as CSC – Lawyers Incorporating Service
2170 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833