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Case #26CV497677

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

SALVADOR ALVAREZ, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

LTS MANAGED TECHNICAL SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 26CV497677

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. **MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 204, 558, 1182.12, 1194, 1194.2, 1197, 1198);**
2. **FAILURE TO PAY OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194, 1198);**
3. **MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 1198);**
4. **REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 1198);**
5. **WAGE STATEMENT VIOLATIONS (LABOR CODE § 226, *et seq.*);**
6. **WAITING TIME PENALTIES (LABOR CODE §§ 201-203);**
7. **FAILURE TO REIMBURSE BUSINESS EXPENSES (LABOR CODE §§ 2802, 2804);**
8. **UNFAIR COMPETITION (BUS. & PROF. CODE § 17200, *et seq.*) ; and**
9. **PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*).**

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiff Salvador Alvarez ("Plaintiff"), on behalf of himself and all others similarly situated, and as a private attorney general on behalf of himself, the State of California, and other Aggrieved Employees, brings this Class and Representative Action Complaint against LTS Managed Technical Services, LLC and Does 1 through 100, inclusive (collectively, "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all others similarly situated, and as a private attorney general on behalf of himself, the State of California, and other Aggrieved Employees, brings this class and representative action for recovery of unpaid wages and penalties under California Business and Professions Code section 17200, *et. seq*.; Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq*.; and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"), in addition to seeking declaratory relief and restitution. This class action is brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Santa Clara. Defendants own, maintain offices, transact business, have an agent or agents within the County of Santa Clara, and/or otherwise are found within the County of Santa Clara, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is over the age of eighteen (18). At all relevant times, Plaintiff was, and is, a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-204,

226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq*.; Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 4.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business and that they employed Plaintiff and other similarly situated non-exempt employees within Santa Clara County and/or the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes (as defined in Paragraph 18).

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GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt employee in California from approximately March 2021 to approximately September 2025.

10. During Plaintiff's employment with Defendants, Defendants did not pay Plaintiff and other non-exempt employees for all hours worked as required by California law. Instead, Defendants maintain systematic timekeeping and payroll practices that round, edit, and/or shave employees' times, even though Defendants' timekeeping system recorded to the minute the time that employees were on the clock. On information and belief, Defendants' practice is not a "neutral" time-rounding practice and Defendants have rounded and shaved other non-exempt employees' time to those employees' detriment during the putative class period.

11. In addition to rounding, editing, and/or shaving employees' on-the-clock times, Defendants also failed to pay Plaintiff and other non-exempt employees for off-the-clock work required by Defendants. Specifically, Defendants' "Daily Checklist" required that employees spend time off-the-clock the "Night Before" the following workday making sure that service appointments were completed and fully closed, accepting and noting future service appointments for the workweek, gathering parts and materials for upcoming jobs, and ensuring that the work truck stock, test sets, and tools are ready. Defendants' Daily Checklist also required that employees perform off-the-clock work the morning prior to the start of their workday, including completing Defendants' Daily Checklist "Morning Of" work such as checking emails and messages from team members or customers, checking the Billflex report, completing a Geotab pre-trip inspection, and doing a safety circle check of the company truck. Only after completing the "Morning Of" checklist items, employees are then required to go 'Enroute' in the FSL app on their cellular phone and head to their worksite. Once onsite at the worksite, and before getting out of their company truck, employees are required to change their status in the FSL app from 'Enroute' to 'Onsite'. When leaving their worksite, employees are then required to update the FSL app to indicate that they are 'Enroute' to another worksite or that they are traveling home. At the end of the workday (when they arrive home), employees are required to change the status in the FSL app to stop travel time. Thus, employees typically have only three time entries for

which they are compensated: (1) travel time to the worksite; (2) time spent onsite at the worksite; and (3) time spent traveling to other worksites or arrival to their home (end of the workday). As a result, Plaintiff and other employees were not compensated for the required "Night Of" and/or "Morning Of' off-the-clock work they are required to perform. As a result, Defendants under-paid Plaintiff and other non-exempt employees due to this unlawful time-rounding/time-shaving system and the failure to pay for off-the-clock work, resulting in unpaid minimum wages and unpaid overtime wages.

12. Defendants have also failed to provide meal periods to Plaintiff and other non-exempt employees as required under California law. Specifically, Defendants would deduct 30 minutes from each shift Plaintiff and other non-exempt employees worked in order to account for an employee meal period. Yet, Plaintiff and other non-exempt employees did not actually clock out for their meal periods, nor were they actually able to take a timely, 30-minute, duty-free meal period during many instances. Indeed, the workload and work demands imposed on Plaintiff and other non-exempt employees often made it impracticable for Plaintiff and other non-exempt employees to take an uninterrupted 30-minute off-duty meal period prior to the end of the fifth hour of work, and/or a second 30-minute meal period on shifts over 10.0 hours. Plaintiff's and other non-exempt employees' meal periods were often late, interrupted, delayed, missed and/or cut short due to the workload and work demands placed on them. In those instances that Defendants failed to provide Plaintiff and other non-exempt employees with a legally compliant meal period, Defendants failed to pay the meal period premiums required by Labor Code section 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

13. Defendants have also failed to authorize and permit rest periods to Plaintiff and other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-minute net rest period for every 4 hours worked, or major fraction thereof, as Plaintiff and other non-exempt employees were frequently unable to take the rest periods to which they were entitled as a result of the workload and work demands imposed on them by Defendants. In those instances

that Defendants failed to provide Plaintiff and other non-exempt employees with a legally compliant rest period, Defendants failed to pay the rest period premiums required by Labor Code section 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

14. Defendants also have failed to reimburse Plaintiff and other employees for all work-related expenses incurred in the course of their employment. Specifically, Plaintiff and other employees were required to use their personal cell phones for work related purposes, including, but not limited to, text messaging and phone calls with management, supervisors, and other employees. Despite requiring that Plaintiff and other employees use their personal cell phones for work-related purposes, Defendants failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cellular phone bills. As a result of the foregoing, Plaintiff and other non-exempt employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014) (holding that an employer must reimburse employees for a "reasonable percentage" of their cell phone bills if employees are required to use their cell phones for work purposes, even if the employee did not incur any specific out-of-pocket expense in doing so).

15. As a result of Defendants' failure to pay all wages due, their failure to account for and compensate for all hours worked by its employees, and their failure to pay meal and rest period premium wages, Defendants have failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

16. As a further result of Defendants' unlawful practices described above, Defendants have maintained inaccurate records and have issued inaccurate wage statements to Plaintiff and other non-exempt employees, as employees' wage statements failed to include accurate accountings of, among other things, all hours worked, gross and net wages earned, and all meal and rest period premium wages owed.

17. On information and belief, Defendants have engaged in the above unlawful practices throughout the putative class period and continuing to the present.

CLASS ACTION ALLEGATIONS

18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping, payroll, and/or meal period practices, at any point from four years prior to the filing of this action to the present.

b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, and who were subject to Defendants' timekeeping and payroll practices at any time from four years prior to the filing of this action through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, at any time from four years prior to the filing of this action through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least 3.5 hours in at least one workday, at any time from four years prior to the filing of this action through the present.

e. The Expense Reimbursement Class consists of all of Defendants' employees who worked for Defendants in California, who were required to use their personal property, including but not limited to personal cellular phones, for work-related purposes, at any time from four years prior to the filing of this action through the present.

f. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants at any time from one year prior to the filing of this action through the present.

g. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, whose employment with Defendants ended at any time from three prior to the filing of this action through the present.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, but not limited to:

i. Whether Defendants paid members of the Minimum Wage Class at least the applicable minimum wage for all hours worked;

ii. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194, by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;

iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;

iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;

v. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

vii. Whether Defendants timely paid final wages to Waiting Time Class members.

21. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' timekeeping,

overtime, wage statement, meal period, rest period, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

22. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was not paid all earned minimum wages and overtime wages; was subject to Defendants' uniform meal and rest period policies/practices; was subject to Defendants' expense reimbursement policies/practices, was furnished with inaccurate wage statements; and was deprived of all final wages upon separation of employment from Defendants.

23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

24. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly

superior resources. Moreover, requiring each Class member to pursue an individual remedy would discourage assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and potential damage to their careers. Further, the prosecution of separate actions by individual Class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants. Further, the claims of the individual Class members are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 18 are maintainable under Section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish employees' right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

27. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to Defendants' control and/or suffered or permitted to work under the Labor Code and Wage Order 4.

28. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

29. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 4.

30. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and which provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

33. At all relevant times, Defendants were required to compensate Plaintiff and Overtime Class members for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime and double-time hours but did not compensate them at one and one-half times (or two times) their regular rate of pay.

34. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, for the reasons set forth herein.

37. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

39. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

40. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

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41. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all hours worked, all hours worked at each rate of pay, and all wages earned, in violation of Labor Code § 226.

44. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their wages and meal and rest period premium wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

45. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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47. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event of discharge or if an employee provides at least 72 hours of notice of intent to quit. In the event an employee provides less than 72 hours of notice of intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid minimum wages, overtime wages, and unpaid meal and rest period premium wages.

49. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

51. At all relevant times, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

52. At all relevant times, Defendants were subject to Labor Code § 2804, which states, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

53. Due to Defendants' unlawful policy and practice of requiring employees to use their personal property, including but not limited to personal cell phones, for work purposes, and their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

54. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have suffered damages in sums that will be shown according to proof.

55. Plaintiff and members of the Expense Reimbursement Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

56. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

58. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the members of the Classes all earned wages, failing to provide meal and rest periods, failing to furnish accurate and complete itemized wage statements, and failing to pay all earned wages at separation of employment.

59. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

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60. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein. Plaintiff for himself, and on behalf of the members of the Classes, seeks restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

61. The acts complained of herein occurred within the four years immediately preceding the filing of this action. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

63. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff is an "Aggrieved Employee" within the meaning of Labor Code § 2698 *et seq*. Plaintiff, acting on behalf of himself, the State of California, and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

a. Failing to pay Plaintiff and other Aggrieved Employees at least the minimum wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;

b. Failing to pay Plaintiff and other Aggrieved Employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

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c. Failing to provide meal periods, and failing to pay meal period premiums, to Plaintiff and other Aggrieved Employees, in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all rest periods, and failing to pay rest period premiums, to Plaintiff and other Aggrieved Employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to furnish Plaintiff and other Aggrieved Employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

f. Failing to pay Plaintiff and other formerly employed Aggrieved Employees all final wages due, in violation of Labor Code §§ 201-203;

g. Failing to reimburse Plaintiff and other Aggrieved Employees for work-related expenses, in violation of Labor Code §§ 2802 and 2804;

h. Failing to maintain accurate records of the hours worked by, meal periods taken by, and other records regarding Plaintiff and other Aggrieved Employees, in violation of Labor Code §§ 1174, 1198, and 1199.

64. On or about July 9, 2026, Plaintiff notified Defendant LTS Managed Technical Services LLC via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the Labor Code identified in paragraph 63 (a)-(h) above. Now that sixty-five (65) days have passed from Plaintiff's notifying Defendants and the LWDA of the above violations of the Labor Code, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

65. As indicated in Plaintiff's PAGA notice letter, the "Aggrieved Employees" whom Plaintiff seeks to represent include all of Defendants' current and former non-exempt employees who have worked for Defendants in California at any time from one year prior to the date of Plaintiff's PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA action or any other alternative date agreed upon by the partes and/or approved by the Court.

66. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants and to seek injunctive relief under the PAGA. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under Labor Code § 2699(k).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing counsel for Plaintiff as counsel for the Classes;

4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;

5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, 558, and 1198;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;

8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 203;

10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

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11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

12. Upon the Ninth Cause of Action, for any and all civil penalties available to Plaintiff, the State of California, and other Aggrieved Employees under the Private Attorneys General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from engaging in the unlawful conduct alleged herein;

13. Prejudgment interest on all due and unpaid wages and other damages pursuant to Cal. Labor Code §§ 218.6, 1194(a); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226(e), 1194 *et seq.*, 2802(c), 2699(k), Cal. Code Civ. Proc. § 1021.5, and all other applicable statutes; and

15. For such other and further relief the Court may deem just and proper.

Date: October 6, 2026 MARQUEE LAW GROUP, APC

/s/ Neil M. Larsen
Neil M. Larsen
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Date: October 6, 2026 MARQUEE LAW GROUP, APC

/s/ Neil M. Larsen
Neil M. Larsen
Attorneys for Plaintiff