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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

NOV 15 2013

Sherri R. Carter, Executive Officer/Clerk

By: Luis Barahona, Deputy

Attorneys for Plaintiff Brandon Horta and the Proposed Class

**SUPERIOR COURT OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

BRANDON HORTA, an individual, on  
behalf of himself and all others similarly  
situated,

Plaintiffs,

v.

TECHNICAL SOLUTIONS WEST LLC, a  
New York Limited Liability Corporation;  
and, DOES 1 through 10, inclusive,

Defendants

CASE NO. BC526488

**AMENDED CLASS ACTION  
COMPLAINT**

1. Failure to Pay all Hourly Wages  
(Labor Code §§204, 1194, 1194.2;  
IWC Wage Order 16-2001(4)),  
Alternatively Minimum Wages;
2. Failure to Pay Overtime Wages  
(Labor Code §§510 and 1194, Wage  
Order 16-2001)
3. Failure to Provide Uninterrupted and  
Duty Free Meal Periods (Labor Code  
§226.7)
4. Failure to Provide Uninterrupted and  
Duty Free Rest Periods (Labor Code  
§226.7)
5. Failure to Fully Reimburse Business  
Expenses (Labor Code §2802)
6. Failure to Timely Pay All Wages Due  
Upon Termination of Employment  
(Labor Code §203)
7. Failure to Provide Accurate Itemized  
Wage Statements (Labor Code §226)
8. Violation of Unfair Competition Law  
(Business & Professions Code §17200,  
*et seq.*)
9. Violation of the Private Attorneys  
General Act of 2004 ("PAGA");  
(Labor Code §2698, *et seq.*)

**DEMAND FOR JURY TRIAL**

1 Plaintiff BRANDON HORTA ("Plaintiff"), by and through his attorneys, brings this action on  
2 behalf of himself and all other persons currently or formerly employed by TECHNICAL  
3 SOLUTIONS WEST LLC and DOES 1 through 10, inclusive ("Defendant" or "TECHNICAL  
4 SOLUTIONS"). Plaintiff hereby alleges, on information and belief, except for information based on  
5 personal knowledge, which allegations are likely to have evidentiary support after further  
6 investigation and discovery, as follows:

7 I.

8 INTRODUCTION

9 1. This case arises from Defendant's failure to pay employees all compensable travel time  
10 wages and the requisite amount of straight-time, alternatively minimum wage, overtime and double-  
11 time wages for travel time between the office/shop and the job site, for wages that were improperly  
12 deducted by use of an automatic "30-minute" wage deduction for unprovided meal periods, failure to  
13 pay the overtime rate of pay for hours worked in excess of eight (8) hours per day, failure to pay the  
14 double-time wages rate of pay for hours worked in excess of twelve (12) hours per day, failure to  
15 authorize and permit compliant meal and rest periods (or failure to pay one hour of pay at the  
16 employee's regular rate of pay in lieu thereof), failure to reimburse employees for job-related  
17 business expenses, failure to provide correctly itemized and accurate wage statements, and failure to  
18 pay all wages owed at separation to separated employees.

19 2. This case is brought on behalf of certain California employees currently employed by, or  
20 formerly employed by, Defendant TECHNICAL SOLUTIONS WEST LLC, a New York Limited  
21 Liability Corporation, conducting business throughout California, and DOES 1 through 100. The  
22 proposed Plaintiff Class consists of non-exempt hourly technicians or tower employees and others  
23 similarly situated, employed in California by Defendant, who, during the period four years prior to  
24 filing the complaint through the time of trial, did not receive all straight time or alternatively  
25 minimum wages, overtime and double-time owed, properly calculated overtime and double-time  
26 wages, were not provided with meal or rest periods, had 30 minutes automatically deducted from  
27 hours worked for unprovided meal periods, were not fully reimbursed for all business related  
28 expenses incurred, were not provided with accurate wage statements, and were not paid all wages due

1 at termination.

2 3. Plaintiff sent notice to the California Labor and Workforce Development Agency  
3 (LWDA) and to TECHNICAL SOLUTIONS pursuant to the Private Attorney General Act of 2004  
4 ("PAGA"). A copy of that notice is attached hereto as Exhibit "A" and is incorporated herein by this  
5 reference. As the LWDA or the Division of Labor Standards Enforcement (DLSE) has not taken  
6 action within the prescribed time-period, Plaintiff amends this Complaint to include allegations and  
7 remedies available under California Labor Code §§ 2699, *et seq.*, in order to recover penalties as  
8 representative of the State of California. The PAGA provides: "Notwithstanding any other provisions  
9 of law, a Plaintiff may as a matter of right amend an existing complaint to add a cause of action  
10 arising under this part within 60 days of the time periods specified in this part." Plaintiff has complied  
11 with California Labor Code §2699 to act as a party representative for which recovery of penalties is  
12 now authorized as set forth in Labor Code §2699, *et seq.*, as more fully set forth in the Ninth Cause of  
13 Action and the Prayer for relief below.

14 **II.**

15 **JURISDICTION AND VENUE**

16 4. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil  
17 Procedure, section 395. Defendant conducts business and commits Labor Code violations in Los  
18 Angeles County, as well as Concord, California and each Defendant is within the jurisdiction of this  
19 Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiff and  
20 those similarly situated within the State of California and Los Angeles County. Defendant employs  
21 numerous Class Members in Los Angeles County. There is no federal question at issue, as the issues  
22 herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders,  
23 Code of Civil Procedure, Civil Code, Business and Professions Code, and PAGA.

24 5. Further, Business and Professions Code, section 17203 provides that any person who  
25 engages in unfair competition may be enjoined in any court of competent jurisdiction. Business and  
26 Professions Code, section 17204 provides that any person acting on his or her own behalf may bring  
27 an action in a court of competent jurisdiction. Thus, the above entitled court maintains appropriate  
28 jurisdiction to hear this matter.

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III.

THE PARTIES

A. The Plaintiff

6. Plaintiff Brandon Horta is a resident of the State of California. At all relevant times herein, Plaintiff was employed by Defendant as a tower Technician, working out of Defendant's offices located in Los Angeles, California, and was employed by Defendant as a non-exempt employee from approximately September 2012 through July 2013.

7. Mr. Horta drove his personal vehicle initially for all work-related travel and was not fully reimbursed for his business miles driven. Mr. Horta was required to meet at the office prior to going to the job site. At the office, he would load materials and get information about the job site, then would typically transport other employees to the job site. He was not compensated for his travel time from the office to the job site. Horta often worked over eight hours in a day and at times more than twelve hours in a day. He was not paid at the appropriate overtime rate of pay for hours worked over eight in a day or twelve in a day. He was generally only paid for overtime when he exceeded forty hours in a week (although it did not include his wages for thirty minutes per day that was automatically deducted or for travel time that Defendant treated as non-compensable time). For example, within the first month of employment, Plaintiff worked 27 hours straight, but did not receive any double-time for that work. Horta was not informed that he was able to take an off-duty 30-minute meal period within the first five hours of a shift, nor that he was to record such a meal period in his time records, but the company regularly automatically deducted 30 minutes each day from his time records, ostensibly for a meal period taken. The company did not confirm with Mr. Horta that he in fact took a meal period, nor did it provide a mechanism for him to report that he did not take a 30-minute meal period. Mr. Horta was also not informed that he was able to take a 10-minute rest period for every four hours or major fraction thereof worked. Mr. Horta did not take full 30-minute meal periods; rather, he would often eat quickly while working, or take a quick break to eat something and then go back to work. Mr. Horta does not believe that he was ever paid a premium payment of one hour of pay at the regular rate of pay for Technical Solution's failure to provide a meal or rest period.

1           **B.     The Defendant**

2           8.     Defendant, TECHNICAL SOLUTIONS is a New York Limited Liability Corporation  
3 headquartered at 2030 Delaware Avenue, Des Moines, Iowa 50317, and is engaged in business in Los  
4 Angeles County and throughout California. Defendant also operates out of an office in Concord,  
5 California. Defendant provides cell tower construction and maintenance services in Northern and  
6 Southern California. During the class period, Defendant TECHNICAL SOLUTIONS employed  
7 Plaintiff and similarly situated persons as Plaintiff Class members within California and Los Angeles  
8 County. On information and belief, Defendant TECHNICAL SOLUTIONS is conducting business in  
9 good standing in California.

10          9.     Plaintiff is unaware of the true names, capacities, relationships, and extent of  
11 participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 100, but is  
12 informed and believes, and based thereon alleges, that said Defendants are legally responsible for the  
13 wrongful conduct alleged herein, and therefore sues these Defendants by such fictitious names.  
14 Plaintiff will amend this complaint when their true names and capabilities are ascertained.

15          10.    Plaintiff is informed and believes and, based thereon alleges, that each Defendant,  
16 directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the  
17 class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and  
18 believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action  
19 as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects  
20 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

21                               **IV.**

22                               **GENERAL ALLEGATIONS**

23          11.    During all, or a portion, of the Class Period, Plaintiff and each member of the Plaintiff  
24 Class were employed by Defendant, in the State of California.

25          12.    Defendant provides cell tower construction and maintenance services in Southern and  
26 Northern California. Upon information and belief, Plaintiff and members of the Plaintiff Class work  
27 in non-exempt, non-managerial positions, and have not, during the class period, been paid all straight  
28 time wages, alternatively minimum wages, or overtime wages for all hours worked, not been paid

1 overtime or double-time at the correct rate, have not been provided uninterrupted thirty-minute meal  
2 periods for work periods of at least five (5) hours or second uninterrupted thirty-minute meal periods  
3 for work period of at least ten (10) hours, and have not been permitted to take paid ten-minute rest  
4 periods for work periods of four (4) hours or major fractions, have had illegal wage deductions by  
5 automatic 30-minute deductions for unprovided meal period, and have not been reimbursed for all  
6 business related expenses, pursuant to the Labor Code, Industrial Welfare Commission Wage Order  
7 16-2001 and other applicable Wage Orders.

8 13. During Plaintiff's employment with TECHNICAL SOLUTIONS, the company had in  
9 effect a standard policy that applied to all class members that (1) prevented the employees from using  
10 their own vehicles to travel directly from their home to the pre-designated work-site; (2) required  
11 loading and transport of work materials; (3) mandated that he and all similar employees meet at the  
12 office and then drive to the day's assigned work-site; (3) did not compensate employees for time  
13 worked while loading materials, travelling, and transporting passengers and materials; and (4) and  
14 required use of personal vehicles for a period of time and did not fully reimburse for all expenses  
15 related to driving.

16 14. Furthermore, Plaintiff and similarly situated employees often worked over eight (8)  
17 hours in a day, and at time worked more than twelve (12) hours in a day, but Defendant did not pay  
18 Plaintiff and similarly situated employees at the overtime rate when they worked over eight (8) hours  
19 in a day, nor did Defendant pay Plaintiff and similarly situated employees the double-time rate when  
20 they worked more than twelve (12) hours in a day. Instead, Defendant only paid the overtime rate of  
21 pay when employees worked more that forty (40) hours in a week.

22 15. During the California Class Period, the Defendant, by virtue of centralized and uniform  
23 pay policies failed to provide accurate, itemized wage statements to Plaintiff and similarly situated  
24 employees as required by Labor Code section 226.

25 16. During the class period, Defendant failed to pay all wages owed Plaintiff and similarly  
26 situated terminated employees as required by Labor Code section 203.

27 17. Business and Professions Code, section 17203 provides that any person who engages in  
28 unfair competition may be enjoined in any court of competent jurisdiction. Business and Professions

Code, section 17204 provides that any person who has suffered actual injury and has lost money or property as a result of the unfair competition may bring an action in a court of competent jurisdiction.

18. Defendant's failure to pay all wages (minimum, overtime and otherwise), wages owed due by use of an automatic "30-minute" wage deduction for unprovided meal periods, failure to authorize and permit compliant meal and rest periods (or failure to pay one hour of pay at the employee's regular rate of pay in lieu thereof), reimburse employee expenses, provide wage statements and wages due at termination, subjects Defendant to a civil penalty pursuant to California Labor Code section 2699, subdivision (f).

## V.

### CLASS ACTION ALLEGATIONS

19. Plaintiff brings this action on behalf of himself and all other similarly situated persons as a class action pursuant to California Code of Civil Procedure section 382. Plaintiff seeks to represent a Class composed of and defined as follows:

All current and former hourly Technicians or tower employees employed by Defendant in the State of California at any time beginning four years prior to the filing of this Complaint to the commencement of trial in this action.

20. Further, Plaintiff brings this action on behalf of himself and all other similarly situated persons in Subclasses of the Plaintiff Class, defined as:

A. **Travel Time Subclass:** All members of the proposed Class who were subject to Defendant's policy and/or practice of not being paid for travel time;

B. **Overtime Subclass:** All members of the proposed Class who were subject to Defendant's policy and/or practice of failing to pay the appropriate overtime rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) in a workweek, or appropriate double-time rate of pay for hours worked in excess of twelve (12) hours in a day.

C. **Auto-Deduct Subclass:** All members of the proposed Class who were subject to Defendant's policy and/or practice of automatic deduction of 30 minutes per day related to a meal period.

D. **Meal Period Subclass:** All members of the proposed Class who worked periods exceeding five (5) hours without an uninterrupted, off-duty 30-minute meal period and/or periods in

1 excess of ten hours without a second uninterrupted, off-duty 30-minute meal period, and were not  
2 provided compensation of one hour's pay at the employee's regular rate of pay for each such day that  
3 a meal period was not provided.

4 E. **Rest Period Subclass:** All members of the proposed Class who worked periods  
5 of four hours or major fraction thereof without a rest period of at least 10 minutes in length, and who  
6 were not paid compensation of one hour's pay at the employee's regular rate of pay for each such day  
7 that a rest period was not authorized or permitted.

8 F. **Reimbursement Subclass:** All members of the proposed Class who were  
9 subject to a company practice of failing to fully reimburse for all business related expenses.

10 G. **Waiting Time Subclass:** All members of the proposed Class who, within three  
11 years of the filing of the Complaint, were not paid all wages due at the time of their respective  
12 separation/termination from the company;

13 H. **Wage Statement Subclass:** All members of the proposed Class who, within one  
14 year of the filing of the Complaint, were subject to a company practice of failing to accurately itemize  
15 wage statements;

16 I. **UCL Subclass:** All members of the proposed Class who suffered damages as a  
17 result of being subject to Defendant's pay practices relating to travel time, failure to pay  
18 overtime/double-time for hours worked in excess of eight (8) in a day, forty (40) in a workweek, or  
19 twelve (12) in a day, automatic deduction of time related to meal periods that were not taken, failure  
20 to authorize and permit meal and rest periods and failure to fully reimburse for all business related  
21 expenses.

22 21. Plaintiff reserves the right under Rule 3.765(b), California Rules of Court, to amend or  
23 modify the Class description with greater specificity or further division into subclasses or limitation  
24 to particular issues.

25 22. This action has been brought and may be properly maintained as a class action under the  
26 provisions of California Code of Civil Procedure section 382 because there is a well-defined  
27 community of interest in the litigation and the proposed Class is easily ascertainable.  
28



1           **A.     Numerosity**

2           23.     The members of the Class are so numerous that individual joinder of all of them as  
3     Plaintiffs is impracticable. While the exact number of the Class members is unknown to Plaintiff at  
4     this time, Plaintiff is informed and believes, and based thereon alleges, that there are more than 100  
5     Class members, who, at all relevant times, were employed in the State of California.

6           **B.     Commonality**

7           24.     There are questions of law and fact common to the Class that predominate over any  
8     questions affecting only individual Class Members. These common questions of law and fact  
9     include, without limitation:

- 10           a.     Whether Defendant violates Labor Code section 204 by failing to pay all wages  
11                   and overtime earned for mandatory, on-duty travel time;
- 12           b.     Whether Defendant violates Labor Code sections 510 or 1194 by improperly  
13                   failing to pay the applicable overtime rate of pay when an employee worked  
14                   more than eight (8) hours in a workday, including travel time;
- 15           c.     Whether Defendant violates Labor Code sections 510 or 1194 by improperly  
16                   failing to pay the applicable overtime rate of pay when an employee worked  
17                   more than twelve (12) hours in a workday, including travel time;
- 18           d.     Whether Defendant violates Labor Code sections 510 or 1194 by automatically  
19                   deducting thirty minutes of time, ostensibly for a meal period;
- 20           e.     Whether Defendant violates Labor Code sections 226.7 and 512 by improperly  
21                   failing to provide or authorize and permit meal and rest periods;
- 22           f.     Whether Defendant violates Labor Code section 2802 by failing to fully  
23                   reimburse for all business related expenses, including mileage;
- 24           g.     Whether Defendant violates Labor Code section 226 by knowingly and  
25                   intentionally failing to provide accurate itemized wage statements showing all  
26                   hours worked at the appropriate and requisite rates of pay;
- 27           h.     Whether Defendant violates Labor Code sections 201 and/or 202 by not paying  
28                   Class Members who are no longer employed by Defendant all earned wages,

including straight time wages, overtime wages, and wages due under Labor Code sections 510 and 1194, upon their termination of employment. If so, whether such violations were “willful” within the meaning of Labor Code section 203;

i. Whether Defendant violates the Unfair Competition Law, Business & Professions Code, section 17200, *et seq.*, by engaging in the conduct alleged in this complaint;

j. The effects and the extent of any injuries sustained by the Plaintiff Class and Plaintiff Subclass members and appropriate type and/or measure of damages;

k. The amount of restitution owed by Defendant attributable to violation of the Unfair Competition Law by failure to pay overtime compensation to the class members, and other wage violations;

l. Appropriateness and nature of relief to each Plaintiff Class and Subclass member;

m. The extent of liability of each Defendant, including DOE defendants, to each Plaintiff Class and Subclass member; and

n. Whether injunctive relief is appropriate to ensure Defendant’s compliance with the requirements of the Labor Code with respect to members of the Class who are still currently employed by Defendant.

**C. Typicality**

25. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class and subclasses sustained injuries and damages arising out of and caused by the Defendant’s common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged.

**D. Adequacy of Representation**

26. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

**E. Superiority of Class Action**

27. A class action is superior to other available means for the fair and efficient adjudication

1 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law  
2 and fact common to the Class predominate over questions affecting only individual Class members.  
3 Each Class member has been damaged and is entitled to recovery by reason of Defendant's illegal  
4 policy and/or practice of failing to pay straight, minimum, overtime and double-time wages,  
5 reimburse employees for business related expenses and provide meal and rest periods. A Class action  
6 will allow those similarly situated to litigate their claims in the most efficient and economical manner  
7 for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be  
8 encountered in the management of this action that would preclude its maintenance as a class action.

9  
10 **VI.**  
**CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **Failure to Pay Hourly Wages, alternatively Minimum Wages**  
13 **(On Behalf of Travel Time Subclass, Auto-Deduct Subclass)**

14 28. Plaintiff re-alleges and incorporates by this reference each of the foregoing paragraphs  
15 as if fully set forth herein.

16 29. By failure to pay straight time wages, as alleged above, Defendant willfully violated the  
17 provisions of Labor Code section 204. By failing to pay for all compensable travel time, including  
18 travel that occurs after the first location where the employee's presence is required by the employer,  
19 and all wages for the time that was wrongfully automatically deducted from employee's time entries,  
20 ostensibly for meal periods, Defendant willfully violated the provisions of Labor Code sections 204  
21 and 1194.

22 30. California law requires employers, such as Defendant, to pay compensation to all non-  
23 exempt employees for all hours actually caused or suffered to work, including all travel time,  
24 excluding the employees' reasonable initial and final commute time. Defendant automatically  
25 deducted thirty minutes every work day ostensibly for a meal period even when employees did not  
26 enter a thirty-minute meal period in their time records.

27 31. Named Plaintiff and Travel Time and Auto-Deduct Subclass members were non-exempt  
28 employees entitled to be paid compensation for all hours worked.

32. Throughout the Class Period, Named Plaintiff and Travel Time and Auto-Deduct  
Subclass members worked hours without compensation at the appropriate hourly rate, or alternatively

1 minimum wages.

2 33. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,  
3 Named Plaintiff and Travel Time and Auto-Deduct Subclass members have sustained damages,  
4 including loss of compensation for straight time worked on behalf of Defendant in an amount to be  
5 established at trial, prejudgment interest, and costs and attorney's fees, pursuant to statute and other  
6 applicable law.

## 7 **SECOND CAUSE OF ACTION**

### 8 **Failure to Pay Overtime Wages**

#### 9 **(On Behalf of Travel Time Subclass, Auto-Deduct Subclass, Overtime Subclass)**

10 34. Plaintiff re-alleges and incorporates by this reference each of the foregoing paragraphs  
as if set forth herein.

11 35. By failing to compensate for travel time, automatically deducting thirty minutes for meal  
12 periods that were not taken, and failing to compensate at the overtime rate of pay for shifts that  
13 exceed eight (8) hours in a day or forty (40) hours in a workweek and the double-time rate of pay for  
14 shifts that exceed twelve (12) hours in a day, Defendant illegally failed to pay overtime wages, and in  
15 so doing, Defendant willfully violated the provisions of Labor Code sections 510 and 1194, IWC  
16 Wage Order 16-2001 and California Code of regulations, Title 8, section 11160(3).

17 36. California law requires employers, such as Defendant, to pay overtime compensation to  
18 all non-exempt employees for all hours worked over eight in a day or forty per week for overtime and  
19 over twelve in a day for double-time.

20 37. The Named Plaintiff, Travel Time, Auto-Deduct and Overtime Subclass members were  
21 non-exempt employees entitled to be paid compensation for all overtime worked. Plaintiff and Travel  
22 Time, Auto-Deduct and Overtime Subclass members, and each of them, regularly and consistently  
23 worked in excess of 8 hours per day, twelve hours per day and/or over 40 hours per work week.  
24 Simple reference to Defendant's time records and payroll records will demonstrate when Defendant  
25 failed to pay the appropriate overtime and double-time rates of pay. Additionally the records will  
26 show the automatic thirty minute deductions. Additionally, to the extent that travel time was not  
27 recorded, it can be determined based on the records that show amount of time spent at the job site,  
28 location of the job site, proximity of the job site to the office, and the number of hours the employee

1 was paid for the day, thus the amount owed for travel time owed can be calculated.

2 38. Throughout the Class Period, Named Plaintiff, Travel Time, Auto-Deduct and Overtime  
3 Subclass members worked in excess of eight hours in a workday and/or forty hours in a workweek  
4 and may have worked in excess of twelve hours in a workday, all without compensation at the  
5 appropriate overtime rate. As a direct and proximate result of Defendant's unlawful conduct, as set  
6 forth herein, Named Plaintiff and the Overtime Subclass members have sustained damages, including  
7 loss of compensation for overtime worked on behalf of Defendant in an amount to be established at  
8 trial, prejudgment interest, and costs and attorney's fees, pursuant to statute and other applicable law.

9 **THIRD CAUSE OF ACTION**

10 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**  
11 **(On Behalf of the Meal Period Subclass)**

12 39. Plaintiff re-alleges and incorporates by this reference each of the foregoing paragraphs  
13 as if set forth herein.

14 40. By failing to authorize and permit statutory meal periods, and by failing to provide  
15 compensation for these meal periods, as alleged above, Defendant willfully violated the provisions of  
16 Labor Code sections 226.7 and 512, IWC Wage Order No. 16-2001 and California Code of  
17 Regulations, section 11160(11).

18 41. As a result of the unlawful acts of Defendant, Plaintiff and the Meal Period Subclass he  
19 seeks to represent have been deprived of meal periods, premium wages and/or other compensation in  
20 amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest,  
21 attorney's fees, and costs.

22 42. Plaintiff and the Meal Period Subclass he seeks to represent request relief as described  
23 below.

24 **FOURTH CAUSE OF ACTION**

25 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**  
26 **(On Behalf of the Rest Period Subclass)**

27 43. Plaintiff re-alleges and incorporates by this reference each of the foregoing paragraphs  
28 as if set forth herein.

44. By failing to authorize and permit rest periods, and by failing to provide compensation  
for these rest periods, as alleged above, Defendant willfully violated the provisions of Labor Code

1 section 226.7.

2 45. As a result of the unlawful acts of Defendant, Plaintiff and the Rest Period Subclass he  
3 seeks to represent have been deprived of rest periods, premium wages and/or other compensation in  
4 amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest,  
5 attorney's fees, and costs.

6 46. Plaintiff and the Rest Period Subclass he seeks to represent request relief as described  
7 below.

8 **FIFTH CAUSE OF ACTION**  
9 **Failure to Fully Reimburse Business Expenses**  
10 **(Brought On Behalf of the Reimbursement Subclass)**

11 47. Plaintiff re-alleges and incorporates by this reference each of the foregoing paragraphs  
12 as if set forth herein.

13 48. Pursuant to California Labor Code, section 2802, Defendant is required to fully  
14 reimburse Plaintiff and other similarly situated Class members for all out-of-pocket expenses incurred  
15 by them in the performance of their job duties. Plaintiff and the members of the class he seeks to  
16 represent were employed by Defendant as Technicians and incurred expenses in the performance of  
17 their job duties. In the performance of their job duties, Plaintiff and other members of the class he  
18 seeks to represent incurred expenses related to driving their personal vehicles for business related  
19 travel. Plaintiff was not fully reimbursed for these necessary business expenses incurred. For the four  
20 year period preceding the filing of this complaint, Plaintiff and other similarly situated  
21 Reimbursement Subclass members have been required to personally incur and pay for these expenses  
22 in the discharge of their employment duties, all without full reimbursement from Defendant.

23 49. As a proximate result of the aforementioned violations, Plaintiff and other similarly  
24 situated Reimbursement Subclass members have been damaged in an amount according to proof at  
25 the time of trial, but in an amount in excess of the minimum jurisdiction of this court.

26 50. Pursuant to Labor Code, sections 2802 and 2804, Plaintiff and other similarly situated  
27 Reimbursement Subclass members are entitled to recover from Defendant the full amount of the  
28 expenses they incurred in the performance of their job duties, plus interest, reasonable attorney's fees  
and costs of suit.

**SIXTH CAUSE OF ACTION**  
**Failure to Timely Pay Wages Due At Termination**  
**(On Behalf of the Waiting Time Subclass)**

51. Plaintiff re-alleges and incorporates by this reference each of the foregoing paragraphs as if fully set forth herein.

52. California Labor Code section 203 provides that if an employer willfully fails to timely pay wages, the employer must continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

53. All Waiting Time Claim Subclass members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

54. More than thirty days have passed since Plaintiff and members of the Waiting Time Subclass left Defendant's employment.

55. Plaintiff is informed and believes, and based thereupon alleges, that Defendant purposefully engaged in a common scheme and design to deprive employees of their full wages and benefits under California law by failing to pay for all travel time, improperly automatically deducting thirty minutes for a meal period without reference to whether employees actually took meal periods, and failing to pay all hours over eight (8) in a day and over forty (40) in a workweek at the overtime rate of pay and all hours over twelve (12) in a day at the double-time rate of pay.

56. As a consequence of Defendant's willful conduct in not paying compensation for all hours worked, the California Class Members whose employment ended during the class period are entitled to thirty days' wages under Labor Code section 203, together with interest thereon and attorney's fees and costs.

**SEVENTH CAUSE OF ACTION**  
**Failure to Provide Itemized Employee Wage Statements**  
**(On Behalf of the Wage Statement Subclass)**

57. Plaintiff re-alleges and incorporates by this reference each of the foregoing paragraphs as if fully set forth herein.

58. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, inter alia, hours worked, to Plaintiff and Wage Statement Subclass members in accordance with Labor Code section 226(a) and applicable IWC Wage Orders. Such failure caused

1 injury to Plaintiff and Wage Statement Subclass members, by, among other things, impeding them  
2 from knowing the amount of wages to which they are and were lawfully entitled and under-reporting  
3 wages and hours for which pay was due and owing. At all times relevant herein, Defendant has failed  
4 to maintain appropriate records of hours worked by the Plaintiff and Wage Statement Subclass  
5 members as required under Labor Code section 1174(d).

6 59. Plaintiff and Wage Statement Subclass members are entitled to seek injunctive relief  
7 requiring Defendant to comply with Labor Code sections 226(a) and 1174(d), and further seek the  
8 amount provided under Labor Code sections 226(e) and 1174.5, including the greater of all actual  
9 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred  
10 dollars (\$100) per employee for each violation in a subsequent pay period.

11 **EIGHTH CAUSE OF ACTION**  
12 **Violation of the Unfair Competition Law**  
13 **(On Behalf of each Class Member and Subclass Member)**

14 60. Plaintiff re-alleges and incorporates by this reference each of the foregoing paragraphs  
15 as if fully set forth herein.

16 61. Defendant's failure to pay all hourly and overtime wages for non-commute travel time  
17 owed, use the appropriate rate of overtime pay for shifts exceeding eight (8) hours of work per day  
18 and/or over forty (40) hours in a workweek and twelve (12) in a day, failure to authorize and permit  
19 meal and rest periods or pay appropriate compensation in lieu thereof, failure to fully reimburse for  
20 all business related expenses and constitute unlawful activity, acts and practices that are prohibited by  
21 Business and Professions Code sections 17200, *et seq.* The actions of Defendant described above  
22 constitute false, unfair, fraudulent and deceptive business practices, within the meaning of Business  
23 and Professions Code sections 17200, *et seq.* Defendant has violated multiple provisions of  
24 California law and applicable regulations and Orders of the IWC that have the same force and effect  
25 of a violation of law. This includes, without limitation California Labor Code Sections 201-203,  
26 226.7, 512, 1194, and 2802 which serve as statutory predicates for which restitution is owed by  
27 Defendant, as well as Wage Order 16-2001, Section 1-2, and applicable regulations of the California  
28 Code of Regulations that relate to record keeping, overtime pay calculations, and failure to properly  
account for and pay for travel time that is unrelated to normal commute time.



62. Named Plaintiff is entitled to restitution and other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

63. As a result of these unlawful acts, Defendant has reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and the proposed Class and the proposed Subclasses he seeks to represent. Defendant should make restitution for these ill-gotten gains to restore to Plaintiff and the members of the UCL Subclass the wrongfully under-reimbursed amounts, underpaid wages and overtime pursuant to Business and Professions Code section 17203 and specific performance of payment of penalties ordered under Business and Professions Code section 17202.

64. Plaintiff is informed and believes, and based thereon alleges, that Defendant is unjustly enriched through the acts described above and that he and the proposed Class have and continue to suffer irreparable prejudice by Defendant's unfair practices. Further, by engaging in such activities, Defendant is illegally operating at an advantage to other law abiding employers in the State of California and underpaying payroll and other applicable taxes that are collected by the State and local governmental entities in California.

65. The illegal conduct alleged herein is continuing, and there is no indication that Defendant will not continue such activity into the future. Plaintiff alleges that Defendant will continue to fail to pay all hourly and overtime wages, appropriate overtime rates of pay for shifts where overtime is clearly worked, fail to pay all wages due at termination, and fail to pay and avoid paying appropriate taxes, insurance, and unemployment withholdings.

**NINTH CAUSE OF ACTION**  
**Violations of the Private Attorneys General Act of 2004 (“PAGA”)**  
**(Plaintiff, as a Representative of the General Public, on behalf of all aggrieved Employees)**

66. Plaintiff re-alleges and incorporates by this reference each of the foregoing paragraphs as if fully set forth herein.

67. Plaintiff, by virtue of his employment with TECHNICAL SOLUTIONS and the Defendant's failure to pay all wages, reimburse employee expenses, provide wage statements and wages due at termination, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff, by virtue of Exhibit "A" attached hereto, has satisfied all prerequisites to serve as a

1 representative of the general public to enforce California's labor laws, including, without limitation,  
2 the penalty provisions identified in Labor Code section 2699.5. Since the LWDA took no steps within  
3 the time period required to intervene and because TECHNICAL SOLUTIONS took no corrective  
4 action to remedy the allegations set forth above, Plaintiff HORTA, as a representative of the people of  
5 the State of California, will seek any and all penalties otherwise capable of being collected by the  
6 Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes,  
7 each of the following, as is set forth in Labor Code Section 2699.5, which states:

8       The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation  
9       of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,  
10       201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,  
11       205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections  
12       221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7,  
13       227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c)  
14       of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and  
15       403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510,  
16       511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5,  
17       852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5,  
18       and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1,  
19       1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290,  
20       1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,  
21       1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision  
22       (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696,  
23       1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and  
24       1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of  
25       Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10,  
26       1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673,  
27       subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and  
28       2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

19       68. Plaintiff is informed and believes that TECHNICAL SOLUTIONS has violated and  
20 continues to violate provisions of the California Labor Code and applicable Wage Orders related to  
21 the payment of straight-time, alternatively minimum wage, overtime and double-time wages, wages  
22 that were improperly deducted by use of an automatic "30-minute" wage deduction for unprovided  
23 meal periods, failure to authorize and permit compliant meal and rest periods (or failure to pay one  
24 hour of pay at the employee's regular rate of pay in lieu thereof), failure to reimburse employees for  
25 job-related business expenses, the failure to provide accurate itemized wage statements, and has and  
26 continues to knowingly and intentionally fail to pay all wage due in a timely fashion for all  
27 employees whose employment is or has been terminated during the class period. Despite mailing of  
28 Exhibit "A" at least 33 days prior to amending this complaint, no state agency has acknowledged or

1 accepted the Complaint, such that, by operation of law, Plaintiff is entitled to commence this action in  
2 Superior Court as a representative action under PAGA.

3 69. In addition to restitution, the recovery of unpaid back wages and the recovery of  
4 premium pay for unpaid overtime, interest on wages owed and violations of the applicable Wage  
5 Orders relating thereto, Plaintiff, as a personal representative of the general public, will and does seek  
6 to recover any and all penalties for each and every violation shown to exist or to have occurred during  
7 the proposed Class Period, in an amount according to proof, as to those penalties that are otherwise  
8 only available to public agency enforcement actions. Said funds recovered will be distributed in  
9 accordance with the PAGA, with at least 75% of said PAGA penalty recovery being reimbursed to  
10 the State of California and the LWDA.

## 11 VII.

### 12 PRAYER FOR RELIEF

13 WHEREFORE, Plaintiff BRANDON HORTA, on behalf of himself and all members of the  
14 proposed Plaintiff Class and subclasses he seeks to represent, prays for relief as follows:

- 15 A. Certification of this action as a class action on behalf of the proposed class;
- 16 B. For an order certifying that action be maintained as a class action pursuant to Code of  
17 Civil Procedure section 382 on behalf of a class of technicians or tower employees employed by  
18 Defendant in the state of California within the last four and that notice of the pendency of this action  
19 be provided to members of the California Class;
- 20 C. Designation of Named Plaintiff as Class Representative and Plaintiff's attorneys as  
21 Counsel for the Class;
- 22 D. A declaratory judgment that the practices complained of herein are unlawful under  
23 appropriate state law;
- 24 E. All appropriate state statutory penalties;
- 25 F. An award of compensatory and liquidated damages pursuant to Labor Code section  
26 1194.2, and restitution to be paid by Defendant according to proof;
- 27 G. Pre-Judgment and Post-Judgment interest, as provided by law;
- 28 H. Such other equitable relief as the Court may deem just and proper; and

1 I. Attorneys' fees and costs of suit, including expert fees and fees pursuant to California  
2 Labor Code sections 1194, California Code of Civil Procedure sections 1021.5, and other applicable  
3 state laws.

4 J. For an order that Defendant make restitution to Plaintiff and the California Class due to  
5 its unlawful business practices, including unlawfully-collected compensation pursuant to California  
6 Business and Professions Code sections 17203 and 17204;

7 K. For penalties as provided, per violation, under the Private Attorneys General Act  
8 (PAGA) Labor Code section 2699, *et seq.*, and as provided by Labor Code Section 558, and  
9 distributed in accordance with the Act; and

10 L. Such other legal equitable relief as this Court deems necessary, just, equitable and  
11 proper.

12  
13 COHELAN KHOURY & SINGER

14 Dated: November 14, 2013

15 By: 

16 Kimberly D. Neilson

17 Counsel for Plaintiff BRANDON HORTA and all  
18 others similarly situated

19 **DEMAND FOR JURY TRIAL**

20 PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

21 COHELAN KHOURY & SINGER

22 Dated: November 14, 2013

23 By: 

24 Kimberly D. Neilson

25 Counsel for Plaintiff BRANDON HORTA and all  
26 others similarly situated  
27  
28

# **EXHIBIT A**

# COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, \* APLC  
ISAM C. KHOURY, APC  
DLANA M. KHOURY, APC  
MICHAEL D. SINGER, •APLC

(\*Also admitted in the District of Columbia)  
(•Also admitted in Colorado)

ATTORNEYS AT LAW

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SAN DIEGO, CALIFORNIA 92101-5305

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Facsimile: (619) 595-3000

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JEFF GERACI Δ  
J. JASON HILL†  
KIMBERLY D. NEILSON

(† Also admitted in Illinois)  
(Δ Of Counsel)

October 7, 2013

## NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

To: California Labor and Workforce Development Agency and Technical Solutions West LLC

From: Brandon Horta on behalf of himself and all current and former technicians of Technical Solutions West LLC

### Factual Statement

Technical Solutions West provides cell tower construction and maintenance services in Northern and Southern California. Brandon Horta was formerly employed by Technical Solutions West LLC as a non-exempt technician from approximately September 2012 through July 2013. Horta gives notice of his intent to bring a cause of action for violation of the Private Attorneys General Act of 2004 ("PAGA") for failure by Technical Solutions West LLC to comply with California's wage and hour requirements.

When Mr. Horta first started employment with the company, he drove his personal vehicle (a V-8 Chevy truck) for all work-related travel. Later the company purchased a fleet of trucks, and he was issued a work vehicle. The managers had two gas cards for the entire Southern California operation. The company would, at times, fill up his truck with gas. Mr. Horta believes that he was not fully reimbursed for all of his business-related mileage as the filling up of his tank did not cover all of the gas necessary for business related driving, nor did account for the wear and tear and insurance on his truck.

It was Mr. Horta's understanding that Technical Solutions generally required employees to report to the office every day prior to going to the job site. Mr. Horta was regularly required to meet at the office prior to going to the job site, and his travel time from the office to the job site was not compensated. Mr. Horta often worked over eight hours in a day and at times worked more than twelve hours in a day. But Technical Solutions West LLC did not pay him at the overtime rate when he worked more than eight hours in a day, nor did it pay him the double-time rate when he worked more than twelve hours in a day. Instead, it calculated and paid him overtime only when he worked more than 40 hours in a week. For example, within the first month of employment, Mr. Horta worked 27 hours straight, but did not receive any double-time for that work, and did not receive overtime starting at eight hours, he only received overtime when his weekly hours were in excess of 40. He spoke to his

project manager about the fact that he was not paid at the double-time rate for hours worked in excess of 12. The response provided to Mr. Horta was that those rules do not apply to them. At some point after Horta started working for Technical Solutions West LLC, the company started to compensate him at the appropriate overtime and double-time rates of pay.

Once the company obtained the work truck fleet, no one was allowed to take the work truck home. The technicians would have to drive their personal vehicles to the shop to pick up the truck, load the materials and take the truck to the job site. Plaintiff served as a foreman. He believes that as a foreman there was a period of time during which he did not get paid for the drive time from the shop to the first job site. At some point after Horta started working for Technical Solutions West LLC, Horta believes the company started to compensate him for that drive-time from the shop to the first job site.

Mr. Horta was not informed that he was able to take an off-duty 30-minute meal period within the first five hours of a shift, nor that he was to record such a meal period in his time records, but the company regularly automatically deducted 30 minutes each day from his time records, ostensibly for a meal period taken. The company did not confirm with Mr. Horta that he in fact took a meal period, nor did it provide a mechanism for him to report that he did not take a 30-minute meal period. Mr. Horta was also not informed that he was able to take a 10-minute rest period for every four hours or major fraction thereof worked. Mr. Horta did not take full 30-minute meal periods; rather, he would often eat quickly while working, or take a quick break to eat something and then go back to work. Mr. Horta does not believe that he was ever paid premium payment of one hour of pay at the regular rate of pay for Technical Solution's failure to provide a meal or rest period.

### **Theories of Labor Code Violations and Remedies**

Claimant Brandon Horta and others employed by Technical Solutions West LLC as technicians were entitled to (1) minimum, straight-time, overtime and double-time wages for travel time between the office/shop and the job site and for auto-deduction of 30 minutes ostensibly for meal periods that were not taken under IWC Wage Order 16-2001, sections 3 and 5, Labor Code sections 204, 510 and 1194; (2) compensation at the overtime rate of pay for hours worked in excess of eight hours in a day under IWC Wage Order 16-2001, sections 3 and 5, Labor Code sections 204, 510 and 1194; (3) compensation at the double-time rate of pay for hours worked in excess of twelve hours in a day under IWC Wage Order 16-2001, sections 3 and 5, Labor Code sections 204, 510; (4) expense reimbursement for business related expenses related to business miles under Labor Code section 2802; (5) meal periods within the first five hours of work, and second meal periods for shifts greater than twelve hours, or compensation in lieu thereof under IWC Wage Order 16-2001, section 10, Labor Code sections 226.7 and 512; (6) rest periods for every four hours worked or compensation in lieu thereof under IWC Wage Order 16-2001, section 11, Labor Code section 226.7; (7) payment of all wages due at termination pursuant to Labor Code sections 201-203; and (8) correctly itemized and accurate wage statements under Labor Code section 226, as well as all available penalties as set forth in Labor Code Section 2699(f).

October 7, 2013

Claimant Horta and other technicians were at all times entitled to wages for their travel time for all travel that occurred after the first location where the employee's presence is required by the employer, and wages for the time that was wrongfully automatically deducted from employees' time entries, ostensibly for meal periods. At all times Claimant Horta and other technicians were entitled to wages at the appropriate overtime rate of pay for hours worked in excess of eight in a day and appropriate double-time rate of pay for hours worked in excess of twelve in a day.

Technical Solutions West LLC failed to authorize or permit meal periods for Claimant and all other similarly situated technician employees as required by Labor Code sections 226.7 and 512, and Industrial Welfare Commission Wage Orders 16-2001(10). Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code Section 558 and applicable IWC Wage Orders. Furthermore, since Technical Solutions West LLC required Horta and others similarly situated to work during their meal period in violation of Labor Code Section 226.7(a), Claimants seek wages of one additional hour of pay as permitted by Labor Code Section 226.7(b) as well as all available penalties as set forth in Labor Code Section 2699(f).

These aggrieved employees were also entitled rest breaks. Technical Solutions West LLC failed to authorize or permit rest breaks for claimant and all other similarly situated technician employees as required by Labor Code sections 226.7 and 512, and IWC Wage Orders. Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and applicable IWC Wage Orders. Furthermore, since Technical Solutions West LLC required its technicians to work during rest periods in violation of Labor Code section 226.7(a), Claimants seek wages of one additional hour of pay as permitted by Labor Code section 226.7(b) as well as all available penalties as set forth in Labor Code Section 2699(f).

Technical Solutions West LLC's uniform failure to properly pay for travel time that occurred after the first location where the employee's presence is required, properly pay overtime and double-time wages, authorize and permit rest and meal periods to Horta and other technician employees during their workday without payment of an additional one-hour's wage per day per type of violation to said Claimants at their regular rate of pay, and uniform improper automatic deduction of time ostensibly for meal periods not taken, violates Labor Code sections 201-203, 204, 204(b), 226, 226.7, 510, 512, 558, 1194, such that penalties are recoverable as set forth in Labor Code section 210, 226, 558, 2699, *et seq.*

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorney's fees as permitted by Labor Code sections 218.5, 1194, and other penalties, as permitted.

Plaintiff will file a proposed class action lawsuit and if, after 33 days has elapsed the LWDA does not take action or declines to intervene, Horta will amend the Complaint to add a cause of action for violations of PAGA and proceed as a representative action, as permitted by law.

Thank you for your attention to this matter.



CA Labor & Workforce Development Agency

Page 4

October 7, 2013

Very truly yours,  
COHELAN KNOURY & SINGER

  
Kimberly D. Neilson

**VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT**

Marty Morgenstern, Secretary  
California Labor and Workforce Development Agency  
800 Capitol Mall, Suite 5000 MIC-55  
Sacramento, CA 95814

Technical Solutions West LLC  
2030 Delaware Ave  
Des Moines, IA 50317

Technical Solutions West LLC  
c/o John Fye, Agent for Service of Process  
693 Downing Dr.  
Galt, CA 95632

7012 1640 0002 3439 0390

<b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ 1.32
Certified Fee	3.10
Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.97
Sent To: <b>Technical Solution West LLC</b> Street, Apt. No., or PO Box No. <b>2030 Delaware Ave.</b> City, State, ZIP+4 <b>Des Moines IA 50317</b>	
PS Form 3800, August 2006 See Reverse for Instructions	

7012 1640 0002 3439 0406

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ 0.06
Certified Fee	3.10
Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.31
Sent To: <b>Marty Morgenstern / CLWDA</b> Street, Apt. No., or PO Box No. <b>800 Capital Mall, Ste. 5000 MIC-95</b> City, State, ZIP+4 <b>Sacramento, CA 95814</b>	
PS Form 3800, August 2006 See Reverse for Instructions	

7012 1640 0002 3439 0413

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ 1.32
Certified Fee	3.10
Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.97
Sent To: <b>Tech Solutions / c/o: John Fye</b> Street, Apt. No., or PO Box No. <b>693 Downing Dr.</b> City, State, ZIP+4 <b>Galt, CA 95632</b>	
PS Form 3800, August 2006 See Reverse for Instructions	

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Technical Solutions West LLC  
2030 Delaware Ave.  
Des Moines, IA 50317

2. Article Number

(Transfer from service label)

7012 1640 0002 3439 0390

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressed

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ G.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Marty Morgenstern, Secretary  
CLWDA  
800 Capital Mall, Ste. 5000  
MIG-55  
Sacramento, CA 95814

2. Article Number

(Transfer from service label)

7012 1640 0002 3439 0406

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressed

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ G.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Technical Solutions West LLC  
c/o: John Fye  
Agent for Service of Process  
693 Downing Dr.  
Galt, CA 95632

2. Article Number

(Transfer from service label)

7012 1640 0002 3439 0413

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressed

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ G.O.D.

4. Restricted Delivery? (Extra Fee)

Yes