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April 27, 2026

Via Online Submission (LWDA) and Certified Mail (Employer)

California Labor and Workforce Development Agency
Attn: PAGA Administrator
7575 Metropolitan Dr., Room 210
San Diego, CA 92108
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

PALAMERICAN SECURITY
(CALIFORNIA) INC.
11300 4th Street N, Suite 150
St. Petersburg, FL 33716

PALAMERICAN SECURITY
(CALIFORNIA) INC.
CSC – Lawyers Incorporating Service
Attn: Koy Saechao
2710 Gateway Oaks Drive Suite 150N
Sacramento, CA 95833

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 et seq.

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff Nigel Crockett, individually and on behalf of all Aggrieved Employees, hereby provides written notice pursuant to California Labor Code section 2699.3(a) of the intent to commence a civil action under the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698 et seq. This notice is submitted electronically to the Labor and Workforce Development Agency (“LWDA”) and served by certified mail on PalAmerican Security (California) Inc. and DOES 1 through 50 (collectively “PalAmerican”)¹, who employed Plaintiff and all similarly aggrieved current and former non-exempt employees during the relevant time period.

¹ Plaintiff does not know the true names and capacities, whether individual, partner or corporate, of DOES 1 through 50, inclusive, and for that reason, said DOES are designated under such fictitious names. Plaintiff will amend this notice when the true names and capacities are known. Plaintiff is informed and believes each DOE was responsible in some way for the matters alleged herein and proximately caused him and other current and former Aggrieved Employees to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

The Plaintiff worked for PalAmerican as a Security Guard from March 6, 2025 through May 23, 2025. During his employment he usually worked 4-5 days a week and approximately 8+ hours per day. At the time of separation, he earned \$20 per hour.

The Aggrieved Employees were subject to common policies, supervision, scheduling practices, payroll practices, and wage practices that resulted in systemic Labor Code violations detailed below. This notice is submitted within one year of the violations described herein and is therefore timely. In addition to the facts and theories set forth in the attached complaint (which is incorporated in full by this reference), the facts and theories which follow make Mr. Crockett an Aggrieved Employee pursuant to California Labor Code section 2699(c):

Failure to Pay Minimum Wages

Labor Code §§ 1194, 1197, 1197.1, 1198

Plaintiff alleges that PalAmerican violated Labor Code sections 1194, 1197, 1197.1, 1198, and the applicable IWC Wage Order, including, but not limited to, Wage Order 4-2001, by failing to pay all minimum wages owed for all hours worked. California law requires employers to compensate employees for every hour worked, including all time spent performing required tasks before and after scheduled shifts and any time spent working during interrupted meal periods. Throughout his employment, Plaintiff and Aggrieved Employees were required to work off the clock on a regular basis. For instance, Plaintiff was regularly required to work straight through his meal and rest periods. Because this work was performed off the clock and were not entered into PalAmerican's timekeeping or payroll system, Plaintiff and Aggrieved Employees were not paid at least minimum wage for substantial periods of compensable time.

PalAmerican's practices resulted in systemic underpayment of minimum wages for all hours worked. Time spent performing these duties was never captured, recorded, or compensated, constituting clear violations of California's minimum wage requirements.

Failure to Pay Overtime

Labor Code §§ 510, 1194, 1198

Plaintiff further alleges that PalAmerican failed to pay required overtime premiums in violation of Labor Code sections 510, 1194, 1198 and the applicable IWC Wage Order, including, but not limited to, Wage Order 4-2001. Plaintiff and Aggrieved Employees regularly worked more than eight hours per day and more than forty hours per week. Despite these hours, PalAmerican failed to pay overtime at the required premium rates. On numerous occasions, employees worked overtime but were not paid one-and-a-half times their regular rate for all such hours. In addition, employees who worked more than twelve hours in a day were not paid double-time compensation as required by law.

PalAmerican failed to include off-the-clock work in calculating overtime hours, further depriving employees of wages owed. By failing to record all hours worked, and by requiring

employees to perform work before clocking in and after clocking out, PalAmerican did not accurately track or pay overtime hours. Plaintiff and Aggrieved Employees frequently worked throughout their meal and rest periods. These practices constitute violations of California's overtime laws.

Failure to Provide Lawful Meal Periods

Labor Code §§ 226.7, 512

Plaintiff alleges that PalAmerican failed to provide lawful, uninterrupted meal periods in accordance with Labor Code sections 226.7 and 512 and the applicable IWC Wage Order, including, but not limited to, Wage Order 4-2001. Throughout their employment, Plaintiff and Aggrieved Employees regularly worked shifts in excess of five hours without being provided a compliant thirty-minute off-duty meal period. PalAmerican's chronic understaffing and management's constant expectations made it impossible for employees to take meal breaks. When the Aggrieved Employees were able to actually take a meal period break, supervisors routinely contacted them via personal cell phone work-related communications, requiring immediate responses that interrupted break time. Employees working shifts exceeding ten hours were not provided a second meal period as required by law.

PalAmerican failed to compensate employees with meal period premiums, and when premiums were issued, they were not calculated based on the correct regular rate of pay. These violations were systemic and occurred throughout all of PalAmerican's departments.

Failure to Authorize and Permit Rest Periods

Labor Code §§ 226.7, 1198

Plaintiff alleges that PalAmerican failed to authorize and permit rest periods as required by Labor Code sections 226.7 and 1198 and the applicable IWC Wage Order, including, but not limited to, Wage Order 4-2001. Aggrieved Employees were required to work through rest periods due to insufficient staffing and the expectation that they remain available at all times. Employees working eight-hour shifts were frequently unable to take two uninterrupted rest periods, and employees working longer shifts were likewise unable to take additional rest breaks required by law.

PalAmerican did not pay rest period premiums at the employee's regular rate of pay. These violations were ongoing and affected all hourly, non-exempt employees across PalAmerican's operations.

Failure to Timely Pay Wages During Employment

Labor Code §§ 204, 210

Labor Code section 204 requires that all wages are due and payable twice in each calendar

month. The wages required by Labor Code §§ 226.7, 510, 1194, and other sections became due and payable to Plaintiff and each Aggrieved Employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled. PalAmerican violated Labor Code §204 by systematically refusing to pay wages due under the Labor Code.

Labor Code section 210(a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Section 201.3, 204, 204b, 204.1, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

PalAmerican failed to timely pay wages owed within each pay period in violation of Labor Code section 204. Wages due for missed meal periods, missed rest periods, unpaid minimum wages, unpaid overtime, off-the-clock work, and other forms of earned compensation were not timely paid. Pursuant to Labor Code section 210, PalAmerican is subject to statutory penalties for failing to timely pay wages on each applicable pay date.

Failure to Provide Accurate Itemized Employee Wage Statements

Labor Code § 226(a)

Labor Code section 226(a) reads in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee...”

Labor Code section 226(a) requires employers to provide accurate itemized wage statements showing, among other things, total hours worked, applicable hourly rates, gross wages earned, net wages earned, and the inclusive dates of the pay period. Wage statements issued to Plaintiff and Aggrieved Employees failed to list total hours worked, failed to reflect overtime hours, failed to record off-the-clock work, and did not include meal or rest break premiums owed. These failures constitute violations of section 226(a).

Failure to Reimburse Necessary Expenses

Labor Code §§ 2800, 2802

PalAmerican violated Labor Code sections 2800 and 2802 by failing to reimburse employees for necessary business expenses incurred in direct relation to their work. PalAmerican required Plaintiff and Aggrieved Employees to use personal cell phones and devices for work-related communications throughout the work day. Despite requiring this use, PalAmerican provided no reimbursement for related expenses, in violation of the Labor Code.

Failure to Keep Accurate Payroll Records

Labor Code §§ 1174, 1198

Plaintiff also contends that PalAmerican failed to keep accurate records as required by the applicable Wage Order, including, but not limited to, 4-2001, Labor Code 1174, and 1198. The IWC Wage Orders required in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be records...(5) Total hours worked in the payroll period and applicable rate of pay..." Labor Code section 1174 also requires PalAmerican to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees.

PalAmerican failed to maintain accurate payroll and timekeeping records as required by the Labor Code and applicable Wage Orders. Time records did not reflect when employees began and ended each work period. Records failed to show interrupted meal periods, missed rest periods, off-the-clock work, and other compensable time. PalAmerican's inaccurate and incomplete timekeeping practices violate Labor Code sections 1174 and 1198.

Failure to Pay Sick Pay at the Proper Rate

Labor Code § 246

Plaintiff alleges that PalAmerican failed to pay sick leave at the proper rate required by Labor Code section 246. PalAmerican failed to calculate sick leave based on the regular rate of pay because they excluded nondiscretionary compensation and other forms of earned wages from the calculation. As a result, Plaintiff and Aggrieved Employees were paid sick leave at rates lower than required by law.

Failure to Pay All Wages Upon Separation

Labor Code §§ 201, 203

Plaintiff alleges that PalAmerican failed to timely pay all wages owed at the time of separation. Unpaid overtime, unpaid minimum wages, off-the-clock work, meal and rest break premiums, unreimbursed expenses, and other wages earned were not included in Plaintiff's final pay. These failures were willful, entitling Plaintiff and Aggrieved Employees to waiting time penalties under Labor Code sections 201–203.

Failure to Provide Required Information at the Time of Hiring

Plaintiff also alleges that PalAmerican violated California Labor Code section 2810.5 by failing to provide Plaintiff and the Aggrieved Employees required information at the time of hiring. Labor Code 2810.5 states that: At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information: (a) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (b) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (c) the regular payday designated by the employer in accordance with the requirements of this code; (d) the name of the employer, including any “doing business as” names used by the employer; (e) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (f) the telephone number of the employer; (g) the name, address, and telephone number of the employer's workers' compensation insurance carrier; (h) that an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates; (i) The existence of a federal or state emergency or disaster declaration applicable to the county or counties where the employee is to be employed, and that was issued within 30 days before the employee's first day of employment, that may affect their health and safety during their employment; (j) Any other information the Labor Commissioner deems material and necessary. Not all of the information required by (a) through (j) was provided to Plaintiff and the Aggrieved Employees at the time of hiring. This constitutes a violation of the Labor Code.

As mentioned above, in addition to the violations set forth herein, Plaintiff has attached his Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against PalAmerican in the Complaint.

All Labor Code and related Complaint allegations pertain to all entities or individuals named in the Complaint, even if not so specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Nicholas W. Schieffelin

Nicholas W. Schieffelin, Esq.