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and on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

NIGEL CROCKETT, individually,
and on behalf of himself and all others
similarly situated,

Plaintiff,

v.

PALAMERICAN SECURITY
CALIFORNIA, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

- 1. Failure To Pay Minimum Wages**
- 2. Failure To Pay Overtime Owed**
- 3. Failure To Provide Lawful Meal Periods**
- 4. Failure To Authorize and Permit Lawful Rest Periods**
- 5. Failure To Timely Pay Wages Due and Payable During Employment**
- 6. Failure To Reimburse Necessary Expenses**
- 7. Knowing And Intentional Failure to Comply with Itemized Employee Wage Statement Provisions**
- 8. Failure to Timely Pay Wages Owed upon Separation from Employment**
- 9. Unfair Competition**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff NIGEL CROCKETT (“Plaintiff”), individually, and on behalf of himself and all others similarly situated, asserts claims against Defendant PALAMERICAN SECURITY CALIFORNIA, INC., a Delaware corporation, and DOES 1-50, inclusive (collectively “Defendant” or “PalAmerican”) as follows:

INTRODUCTION

1. This is a putative wage and hour class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendant, either directly or indirectly, as non-exempt employees, however titled, in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter (“Class” or “Class Members” or “Non-Exempt Employees”).

2. During the “liability period,” as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair Competition Law is four (4) years; Plaintiff’s claims for either unpaid wages or actual damages is three (3) years; and Plaintiff’s claims for statutory penalties is one (1) year from the filing of this action through the present (referred to as “the liability period(s)”) – Defendant consistently maintained and enforced against its Class Members unlawful practices and policies in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff and Class Members for all hours worked, including minimum wages and overtime and double time; failing to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee’s regular rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to accurately pay overtime; failing to reimburse necessary expenses; failing to provide accurate itemized wage statements; failing to timely pay wages during employment and at termination; and failing to keep accurate records.

3. During the liability period, Defendant consistently maintained and enforced against Class Members unlawful practices and policies, among others, in violation of California state wage and hour

1 laws, failing to accurately pay all employees earned wages for hours worked including the required
2 overtime and minimum wage for all hours worked, failing to pay for rest periods at the regular rate, and
3 failing to provide meal and rest periods, reimbursement for necessary expenses, and timely payment of
4 wages.
5

6 4. Such actions and policies, as described above and further herein, were and continue to be
7 in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class Members, brings
8 this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6,
9 221-224, 226, 226.2, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802,
10 applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et*
11 *seq.*, seeking unpaid wages, unreimbursed expenses, penalties, liquidated damages, interest, and
12 reasonable attorneys' fees and costs.
13

14 5. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and
15 Professions Code sections 17200-17208, also seeks restitution from Defendant for its failure to pay to
16 Plaintiff and Class Members all of their wages, including minimum wages, overtime, double time, and
17 premium wages, and for unreimbursed expenses.
18

19 **JURISDICTION AND VENUE**

20 6. The California Superior Court has jurisdiction over this action pursuant to California
21 Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases
22 except those given by statute to other trial courts."

23 7. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section
24 410.10 and Business and Professions Code sections 17203 and 17204.

25 8. This Court has jurisdiction over the Defendant because each Defendant is a person having
26 sufficient minimum contacts with the State of California so as to render the exercise of jurisdiction over
27 the Defendant by the California courts consistent with traditional notions of fair play and substantial
28

1 justice.

2 9. The unlawful acts alleged herein have a direct effect on Plaintiff and the other similarly
3 situated Class Members within Sacramento County and it is believed that Defendant has employed over
4 one hundred Class Members as non-exempt employees throughout the state.
5

6 10. The California Superior Court also has jurisdiction in this matter because the individual
7 claims of the Class Members described herein are presently believed to be under the seventy-five
8 thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential
9 damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in
10 controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar
11 (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question
12 at issue, as the issues herein are based solely on California statutes and law, including the Labor Code,
13 IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California
14 Business and Professions Code.
15

16 11. Venue is proper in the Superior Court of Sacramento County pursuant to Code of Civil
17 Procedure section 395.5 because one or more of the violations alleged in this Complaint arise in
18 Sacramento County, where Defendant operates an office at 591 Watt Avenue, Suite 200, Sacramento,
19 CA, 95864, and where Plaintiff was employed and certain of the alleged violations occurred.
20

21 **PARTIES**

22 12. Defendant PalAmerican Security California, Inc. is a Delaware Corporation doing
23 business in the state of California. PalAmerican's headquarters are located at 11300 4th Street North,
24 Suite 150, St. Petersburg, Florida 33716.
25

26 13. Plaintiff Nigel Crockett is and was at all relevant times a resident of Sacramento County,
27 California. Plaintiff was employed by Defendant from approximately March 6, 2025 through May 23,
28 2025.

1 14. Plaintiff was employed in an hourly, non-exempt position by PalAmerican during the
2 relevant time period.

3 15. Plaintiff and the members of the putative class were employed as non-exempt employees
4 employed by Defendant, either directly or indirectly, working in the State of California at any time from
5 four years prior to the filing of this Complaint.
6

7 16. The true names and capacities of Defendants, whether individual, corporate, associate, or
8 otherwise, sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
9 therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff
10 is informed and believes, and based thereon alleges that each of the Defendants designated herein as a
11 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek
12 leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
13 designated hereinafter as DOES when such identities become known.
14

15 17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in
16 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
17 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
18 attributable to the other Defendants.
19

20 18. Plaintiff is further informed and believes, and thereon alleges, that at all times material
21 herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the
22 alter ego of the other. Whenever and wherever reference is made in this Complaint to any conduct by
23 Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of
24 each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is
25 made to individuals who are not named as Defendants in this complaint, but were employees and/or
26 agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this
27 complaint within the scope of their respective employments.
28

FACTUAL ALLEGATIONS

19. During the relevant time, Defendant compensated Plaintiff and the Class Members based on an hourly wage.

20. Defendant employed Plaintiff and the Class as non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

21. During the relevant time, Plaintiff was employed by Defendant in an hourly, non-exempt position. He worked as a Security Guard for approximately 5 days per week, 40+ hours per week.

22. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

23. All Class Members are similarly situated in that they are all subject to Defendant's uniform policies and systemic practices as specified herein.

24. Plaintiff and the Class Members were not properly compensated for all hours worked, in part because they were frequently required to work off the clock to complete pre-shift and post-shift duties, during purported meal periods, and because they had hours worked against their interests.

25. Further, Plaintiff and the Class Members frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate of time and one-half the employee's regular rate of pay per hour.

26. Plaintiff and Class Members were regularly required to work shifts in excess of five hours without being provided a lawful uninterrupted, meal period and over ten hours in a day without being provided a second lawful uninterrupted meal period as required by law.

27. Defendant failed to properly calculate and pay overtime premiums at the rate of time and one-half of the regular rate of pay for all hours worked in excess of eight hours in a workday and forty

1 hours in a workweek, and failed to pay double-time premiums for hours worked in excess of twelve hours
2 in a workday.

3
4 28. Not only did Defendant fail to properly compensate overtime hours worked off the clock,
5 but also Defendant failed to pay overtime at the proper regular rate, as it omitted incentives, bonuses, and
6 other non-discretionary compensation from the calculation of the regular rate.

7 29. Defendant failed to timely pay all wages owed to employees during the course of
8 employment, and failed to pay wages earned at least twice per month as required by California Labor
9 Code section 204.

10 30. Plaintiff and the Class Members were regularly required to work shifts in excess of five
11 hours without being provided a lawful meal period as required by law.

12 31. Indeed, during the relevant time, as a consequence of Defendant's staffing and scheduling
13 practices, lack of coverage, work demands, and Defendant's policies and practices, Defendant frequently
14 failed to provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal
15 periods on shifts over five hours as required by law.

16 32. On information and belief, Plaintiff and Class Members did not waive their rights to meal
17 periods under the law.

18 33. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
19 periods.

20 34. Despite the above-mentioned meal period violations, Defendant failed to compensate
21 Plaintiff, and on information and belief, failed to compensate Class Members, one additional hour of pay
22 at their regular rate of pay as required by California law when meal periods were not timely or lawfully
23 provided in a compliant manner.

24 35. Plaintiff is informed and believes, and thereon alleges, that Defendant knows, should
25 know, knew, and/or should have known that Plaintiff and the other Class Members were entitled to
26

1 receive accurate premium wages under Labor Code § 226.7 at the regular rate for non-provided meal
2 periods but were not receiving accurately calculated compensation.

3
4 36. In addition, during the relevant time frame, Plaintiff and the Class Members were
5 systematically not authorized and permitted to take one net ten-minute paid rest period for every four
6 hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

7 37. Defendant maintained and enforced scheduling practices, policies, and imposed work
8 demands and customer requirements that frequently required Plaintiff and the Class Members to forego
9 their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof.
10 Such requisite rest periods were not timely authorized and permitted.

11
12 38. Despite the above-mentioned rest period violations, Defendant did not compensate
13 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at their
14 regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC
15 wage order, for each day on which lawful rest periods were not authorized and permitted.

16 39. Moreover, Plaintiff and the Class Members have been required to incur necessary
17 expenses in the discharge of their duties but have not been reimbursed for such costs.

18
19 40. Defendant required Class Members to use personal cell phones for work purposes,
20 including making themselves available at all times during meal periods and for scheduling, but failed to
21 reimburse employees for such necessary business expenses.

22 41. Defendant also failed to provide accurate, lawful itemized wage statements to Plaintiff
23 and the Class Members in part because of the above specified violations. In addition, upon information
24 and belief, Defendant omitted an accurate identification of the employer, itemization of total hours
25 worked, the applicable hourly rates, the number of hours worked at each rate, the name and address of
26 the legal entity that is the employer, gross pay and net pay figures from Plaintiff, and the Class Members'
27 wage statements. Such actions were and continue to be in violation of the California Labor Code and
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1 applicable IWC Wage Orders.

2 42. Defendant has also made it difficult to determine applicable hourly rates of pay, total hours
3 worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to
4 Class Members, including Plaintiff, during the liability period because it did not implement and preserve
5 a lawful record-keeping method to record all hours worked, meal periods, and non-provided rest and
6 meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section 211(c),
7 California Labor Code section 226, and applicable California Wage Orders.
8

9 43. Plaintiff and the Class Members are covered by applicable California IWC Wage Orders
10 and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et*
11 *seq.*
12

13 44. Defendant failed to timely pay all wages owed to Class Members upon termination of
14 employment, including but not limited to unpaid minimum wages, straight-time wages, overtime wages,
15 and penalties for meal and rest period violations, in violation of California Labor Code sections 201, 202,
16 and 203.
17

18 45. On information and belief, Defendant knew or should have known that it is improper and
19 unlawful to: (a) fail to pay minimum wages for all hours worked; (b) fail to pay overtime premiums; (c)
20 fail to provide meal and rest periods; (d) fail to reimburse necessary business expenses; and (e) fail to
21 timely pay wages during employment and upon termination.
22

23 46. Defendant's unlawful policies and practices described herein constitute unfair business
24 practices in violation of California Business and Professions Code section 17200 *et seq.*, as Defendant
25 gained an unfair competitive advantage over competitors who comply with California wage and hour
26 laws by reducing labor costs through the systematic underpayment of wages and benefits to employees.
27

28 47. As a result of Defendant's unlawful conduct, Plaintiff and the Class have been damaged
in amounts to be proven at trial, including but not limited to unpaid minimum wages, unpaid overtime

1 wages, meal and rest period premiums, unreimbursed business expenses, waiting time penalties, and
2 other damages and penalties provided by law.

3
4 **CLASS ACTION ALLEGATIONS**

5 48. Plaintiff brings this action on behalf of himself and all others similarly situated as a class
6 action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a Class composed of
7 and defined as follows: **all persons currently or formerly employed by Defendant, directly or**
8 **indirectly, as non-exempt employees working for Defendant in California any time during the four**
9 **years before the filing of this Complaint through the time of trial** (the “Class” or “Class Members”).

10 49. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which are
11 composed of Class Members satisfying the following definitions:

- 12
- 13 a. All Class Members who were not paid at least minimum wage for all hours worked
14 (collectively “**Minimum Wage Subclass**”);
 - 15 b. All Class Members who were not accurately paid overtime for hours worked over eight
16 in a day or over forty in a workweek (collectively “**Overtime Subclass**”);
 - 17 c. All Class Members who were not accurately paid double time for hours worked over
18 twelve (12) hours in a day or for hours worked over eight (8) hours on the seventh
19 consecutive day of the workweek (collectively “**Double Time Subclass**”);
 - 20 d. All Class Members who worked more than five (5) hours in a workday and were not
21 provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes and
22 were not paid compensation of one hour premium wages at the employee's regular rate in
23 lieu thereof (hereinafter collectively referred to as the “**First Meal Period Subclass**”);
 - 24 e. All Class Members who worked more than ten (10) hours in a workday and were not
25 provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes
26 and were not paid compensation of one hour premium wages at the employee's regular
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rate in lieu thereof (hereinafter collectively referred to as the “**Second Meal Period Subclass**”);

f. All Class Members who worked more than three and a half hours in a workday and were not authorized and permitted to take a lawful net 10-minute rest period for every four (4) hours or major fraction thereof worked per day and were not paid compensation of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the “**Rest Period Subclass**”);

g. All Class Members who were not provided with accurate and complete itemized wage statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement Subclass**”);

h. All Class Members who were not reimbursed for all necessary expenditures (collectively “**Indemnification Subclass**”);

i. All Class Members who separated from employment with Defendant and who were not timely paid all wages due to them upon termination or resignation (collectively “**Waiting Time Subclass**”);

j. All Class Members who were employed by Defendant and subject to Defendant’s Unfair Business Practices (collectively “**Unfair Business Practices Subclass**”).

50. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate, or if it should be deemed necessary by the Court or to further divide the Class Members into additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the Class Members or the Plaintiff’s Class includes the members of each of the Subclasses.

51. As set forth in further detail below, this action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because

1 there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses are
2 easily ascertainable through Defendant's records.

3
4 a. Numerosity: The members of the Class and Subclasses are so numerous that joinder of
5 all members of the Class and Subclasses would be unfeasible and impractical. The
6 membership of the entire Class and Subclasses is unknown to Plaintiff at this time,
7 however, the Class is estimated to be hundreds of individuals. Accounting for employee
8 turnover during the relevant periods necessarily increases this number substantially.
9 Plaintiff alleges Defendant's employment records would provide information as to the
10 number and location of all Class Members. Joinder of all members of the proposed Class
11 is not practicable.

12
13 b. The proposed class is easily ascertainable. The number and identity of the class members
14 are determinable from Defendant's payroll records and time records for each class
15 member.

16
17 c. Commonality: There are common questions of law and fact as to the Class and Subclasses
18 that predominate over questions affecting only individual Class Members. These common
19 questions of law and fact include, without limitation:

- 20 1. Whether Defendant accurately paid Class Members for all hours worked;
- 21 2. Whether Defendant paid Class Members at least minimum wage for all hours
22 worked;
- 23 3. Whether Defendant was required to pay Class Members for hours worked during
24 purported meal periods;
- 25 4. Whether Defendant knew or should have known that Class Members were
26 required to perform work off the clock;
- 27 5. Whether Defendant accurately calculated and paid all Class Members overtime
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1 premiums at the regular rate;

2 6. Whether Defendant accurately calculated and paid all Class Members double
3 time premiums at the regular rate;

4 7. Whether Defendant had a policy and practice of providing lawful, timely meal
5 periods in accordance with Labor Code § 512, as well as the applicable Industrial
6 Welfare Commission (“IWC”) wage order;

7 8. Whether Defendant accurately calculated and paid all Class Members overtime
8 for the hours which Plaintiff and Class Members worked;

9 9. Whether Defendant accurately paid all Class Members double time for the hours
10 which Plaintiff and Class Members worked over twelve (12) hours in a day or
11 for hours worked over eight (8) hours on the seventh consecutive day of the
12 workweek;

13 10. Whether Defendant’s on-duty meal periods were lawful;

14 11. Whether Defendant required employees to remain on the premises during meal
15 periods;

16 12. Whether Defendant relieved Class Members of all duty during meal periods;

17 13. Whether Defendant relieved Class Members of all duty during rest period;

18 14. Whether Defendant had a policy and practice of complying with Labor Code
19 section 226.7 and IWC Wage Order on each instance that a lawful meal period
20 was not provided;

21 15. Whether Defendant failed to authorize and permit a lawful, net 10-minute rest
22 period to the Class Members for every four (4) hours or major fraction thereof
23 worked;

24 16. Whether Defendant required employees to remain on the premises during rest
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1 periods;

2 17. Whether Defendant automatically deducted time from hours worked for
3 purported meal periods regardless of whether the meal period was actually
4 provided;

5 18. Whether Defendant had a policy and practice of complying with Labor Code
6 section 226.7 and the IWC Wage Order on each instance that a lawful rest period
7 was not provided;

8 19. Whether Defendant failed to reimburse employees for necessary expenses in
9 accordance with Labor Code section 2802;

10 20. Whether Defendant omitted required information from itemized wage
11 statements;

12 21. Whether Defendant failed to maintain accurate records of Class Members'
13 earned wages, work periods, meal periods and deductions;

14 22. Whether Defendant engaged in unfair competition in violation of section 17200
15 et seq. of the Business and Professions Code;

16 23. Whether Defendant's conduct was willful and/or reckless;

17 24. Whether Defendant failed to provide accurate itemized wage statements in
18 violation of Labor Code § 226; and

19 25. The appropriate amount of damages, restitution, and/or monetary penalties
20 resulting from Defendant's violations of California law.

21 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the interests of
22 each member of the Class and Subclasses with whom they have a well-defined community
23 of interest. Plaintiff's claims herein alleged are typical of those claims which could be
24 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of
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1 the relief which would be sought by each member of the Class and/or Subclasses in
2 separate actions. All members of the Class and/or Subclasses have been similarly harmed
3 by Defendant's failure to provide lawful meal periods and rest periods, failure to
4 reimburse expenses, failure to provide accurate wage statements, and failure to pay
5 minimum wages, straight time wages, premium, overtime, and double time wages, failure
6 to provide accurate wage statements, failure to timely pay wages during employment and
7 at termination, all due to Defendant's policies and practices that affected each member of
8 the Class and/or Subclasses similarly. Further, Defendant benefited from the same type
9 of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.
10

11
12 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the interests of
13 each member of the Class and/or Subclasses with whom they have a well-defined
14 community of interest and typicality of claims, as demonstrated herein. Plaintiff
15 acknowledges that he has an obligation to make known to the Court any relationships,
16 conflicts, or differences with any member of the Class and/or Subclasses, and no such
17 relationships or conflicts are currently known to exist. Plaintiff's attorneys and the
18 proposed counsel for the Class and Subclasses are versed in the rules governing class
19 action discovery, certification, litigation, and settlement and experienced in handling such
20 matters. Other former and current employees of Defendant may also serve as
21 representatives of the Class and Subclasses if needed.
22

23 f. Superiority: The nature of this action makes the use of class action adjudication superior
24 to other methods. A class action will achieve economies of time, effort, judicial resources,
25 and expense, which would not be achieved with separate lawsuits. The prosecution of
26 separate actions by individual members of the Class and/or Subclasses would create a risk
27 of inconsistent and/or varying adjudications with respect to the individual members of the
28

1 Class and/or Subclasses, establishing incompatible standards of conduct for the
2 Defendant, and resulting in the impairment of the rights of the members of the Class and/or
3 Subclasses and the disposition of their interests through actions to which they were not
4 parties. Thus, a class action is superior to other available means for the fair and efficient
5 adjudication of this controversy because individual joinder of all Class Members is not
6 practicable, and questions of law and fact common to the Class predominate over any
7 questions affecting only individual Class Members. Each member of the Class has been
8 damaged and is entitled to recovery by reason of Defendant's unlawful policies and
9 practices, including Defendant's failure to provide lawful meal periods and rest periods,
10 failure to reimburse expenses, failure to provide accurate wage statements, failure to pay
11 minimum wages, straight time wages, premium, overtime, and double time wages, failure
12 to provide accurate wage statements, failure to timely pay wages during employment and
13 at termination, all due to Defendant's policies and practices that affected each member of
14 the Class and/or Subclasses similarly. Class action treatment will allow those similarly
15 situated persons to litigate their claims in the manner that is most efficient and economical
16 for both parties and the judicial system. Plaintiff is unaware of any difficulties that are
17 likely to be encountered in the management of this action that would preclude its
18 maintenance as a class action.

- 19
20
21
22 g. Public Policy Considerations: Employers in the state of California violate employment
23 and labor laws every day. However, current employees are often afraid to assert their
24 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing
25 actions because they believe their former employers may damage their future endeavors
26 through negative references and/or other means. The nature of this action allows for the
27 protection of current and former employees' rights without fear of retaliation or damage.
28

1 Additionally, the citizens of California have a significant interest in ensuring employers
2 comply with California's labor laws and in ensuring those employers who do not are
3 prevented from taking further advantage of their employees.
4

5 **CLASS ACTION CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**

7 **Failure to Pay Minimum Wages**

8 **(By Plaintiff and the Class Against Defendant)**

9 52. Plaintiff incorporates the above allegations as though fully set forth herein.

10 53. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a
11 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
12 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
13 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
14 attorney's fees, and costs of suit.
15

16 54. Labor Code section 1197 provides: The minimum wage for employees fixed by the
17 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
18 the payment of a lower wage than the minimum so fixed is unlawful.
19

20 55. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the
21 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
22 Order(s).

23 56. The applicable wage orders and California Labor Code sections 1197 and 1182.12
24 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state
25 law.
26

27 57. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not been
28 paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance

1 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the
2 unpaid wages and interest accrued thereon.

3
4 58. During all relevant periods, the California Labor Code and wage orders required that
5 Defendant fully and timely pay its non-exempt employees all wages earned and due for all hours worked.

6 59. The IWC Wage Orders define "hours worked" as "the time during which an employee is
7 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
8 work, whether or not required to do so."

9 60. At all times relevant, Plaintiff and Class Members consistently worked hours for which
10 they were not paid because Defendant frequently required Plaintiff and the Class Members to work off
11 the clock.

12 61. Plaintiff is informed and believes that Defendant was aware that Plaintiff and Class
13 Members were working off the clock and working hours and that they should have been paid for this
14 time.

15 62. Defendant's policy and practice of not paying all minimum wages violates California
16 Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 1454, and the
17 applicable wage order, including 4-2001.

18 63. Due to Defendant's violations of the California Labor Code and wage orders, Plaintiff and
19 the Class Members are entitled to recover from Defendant their unpaid wages, statutory penalties,
20 reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well
21 as liquidated damages.

22
23
24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME OWED**

26 **(By Plaintiff and the Class Against Defendant)**

27 64. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
28

1 as if fully set forth herein.

2 65. During all relevant periods, Defendant required Plaintiff and the Class Members to work
3 shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

4 66. During all relevant periods, both the California Labor Code sections 1194, 1197, 510,
5 1198, and the pertinent wage orders required that all work performed by an employee in excess of eight
6 (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours
7 in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay.
8 Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no
9 less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours
10 on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice
11 the regular rate of pay of an employee.
12

13 67. During all relevant periods, Defendant had a uniform policy of requiring Plaintiff and the
14 Class Members to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in
15 a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay.
16 Upon information and belief, Defendant also failed to properly compensate Plaintiff and the Class
17 Members for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh
18 (7th) day of a workweek.
19

20 68. The IWC Wage Orders define "hours worked" as "the time during which an employee is
21 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
22 work, whether or not required to do so."
23

24 69. Plaintiff is informed and believes that Defendant was aware that Plaintiff and the Class
25 Members were working off the clock and that they should have been paid for this time, and that some of
26 the hours worked constituted overtime under the law.
27

28 70. As a result, Defendant failed to pay Plaintiff and the Class Members earned overtime

1 wages and such employees suffered damages as a result.

2 71. In addition, upon information and belief, Defendant failed to incorporate all forms of
3 compensation, including without limitation bonuses, differentials, incentives, and other non-discretionary
4 compensation into the regular rate for overtime purposes.
5

6 72. Defendant knew or should have known Plaintiff and the Class Members were
7 undercompensated as a result of these practices.

8 73. Due to Defendant's violations of the California Labor Code, Plaintiff and the Class
9 Members are entitled to recover from Defendant their unpaid overtime wages, reasonable attorneys' fees
10 and costs in this action, and pre-judgment and post-judgment interest, statutory penalties, and liquidated
11 damages.
12

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

15 **(By Plaintiff and the Class Against Defendant)**

16 74. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
17 as if fully set forth herein.

18 75. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period
19 of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which
20 the employee is relieved of all of his or her duties, except that when a work period of not more than six
21 (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer
22 and employee.
23

24 76. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee for a
25 work period of more than ten (10) hours without providing a second meal break of not less than thirty
26 (30) minutes in which the employee is relieved of all of his or her duties. A second meal break may only
27 be waived by mutual consent, and if the employee did not waive his or her first meal period, and the
28

1 employee's work day will not exceed twelve hours.

2 77. For the four (4) years preceding the filing of this lawsuit, Defendant failed to provide
3 Plaintiff and Class Members timely and uninterrupted first meal periods of not less than thirty (30)
4 minutes within the first five hours of a shift.
5

6 78. For the four (4) years preceding the filing of this lawsuit, Defendant also failed to provide
7 Plaintiff and Class Members timely and uninterrupted second meal periods of not less than thirty (30)
8 minutes on shifts longer than ten hours.

9 79. On information and belief, Plaintiff and Class Members did not waive their rights to meal
10 periods under the law.
11

12 80. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
13 periods.
14

15 81. Plaintiff and the Class Members were not relieved of all duty, were not relieved of all duty
16 during meal periods, and remain on-call during purported meal periods.

17 82. Plaintiff and the Class Members were not paid one hour of pay at their regular rate for
18 each day that a first or second meal period was not lawfully provided.

19 83. As a proximate result of the aforementioned violations, Plaintiff and the Class Members
20 have been damaged in an amount according to proof at time of trial.

21 84. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one
22 (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled
23 to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

24 85. As a result of the unlawful acts of Defendant, Plaintiff and the Class he seeks to represent
25 have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery
26 of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections
27 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.
28

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

3 **(By Plaintiff and the Class Against Defendant)**

4
5 86. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
6 as if fully set forth herein.

7 87. Pursuant to the IWC wage orders applicable to Plaintiff's and the Class Members'
8 employment by Defendant, "Every employer shall authorize and permit all employees to take rest
9 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest
10 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
11 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours
12 worked, for which there shall be no deduction from wages."

13
14 88. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during
15 any rest period mandated by an applicable order of the IWC.

16 89. Defendant was required to authorize and permit employees such as Plaintiff and Class
17 Members to take paid rest periods during shifts in excess of 3.5 hours, based upon the total hours worked
18 at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction
19 from wages.
20

21 90. Despite said requirements, Defendant failed and refused to authorize and permit Plaintiff
22 and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or
23 major fraction thereof.

24 91. Plaintiff and the Class Members were not relieved of all duty and/or were not allowed to
25 leave the premises during rest periods.

26 92. Defendant did not pay Plaintiff one additional hour of pay at his regular rate of pay for
27 each day that a rest period violation occurred. On information and belief, the other members of the Class
28

1 endured similar violations as a result of Defendant's rest period policies and practices and Defendant did
2 not pay said Class Members premium pay as required by law.

3
4 93. By their failure to authorize and permit Plaintiff and the Class Members to take a lawful,
5 net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof
6 worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total
7 ten (10) minute rest periods on days on which Plaintiff and the other Class Members work(ed) work a
8 third rest period for shifts in excess of ten (10) hours, and by their failure to provide compensation for
9 such unprovided rest periods as alleged herein, Defendant willfully violated the provisions of Labor Code
10 sections 226.7 and the applicable IWC Wage Order(s).

11
12 94. As a result of the unlawful acts of Defendant, Plaintiff and the Class he seeks to represent
13 have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery
14 of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections
15 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

16
17 95. As such, the Class Members are entitled to recover unpaid wages and unpaid premiums
18 in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under
19 Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING EMPLOYMENT**

22 **(By Plaintiff and the Class Against Defendant)**

23 96. Plaintiff incorporates by reference and realleges each and every allegation contained
24 above, as though fully set forth herein.

25 97. Labor Code section 204 requires that all wages are due and payable twice in each calendar
26 month.

27
28 98. The wages required by the applicable wage order, including Wage Order 4-2001 and

1 Labor Code §§ 226.7, 510, 1194, 1454 and other sections became due and payable to each employee in
2 each month that he or she was not paid minimum wage, premiums, straight or overtime wages to which
3 he or she was entitled.

4
5 99. Defendant violated Labor Code § 204 by systematically refusing to pay wages due under
6 the Labor Code and applicable wage orders.

7 100. Labor Code section 210 (a) provides that “In addition to, and entirely independent and
8 apart from, any other penalty provided in this article, every person who fails to pay the wages of each
9 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall
10 be subject to a penalty as follow:

11
12 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
employee.

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

15 101. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members seek to
16 represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery
17 of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210,
18 218.5, 218.6, 510, 1194.

19 20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE NECESSARY EXPENSES**

22 **(By Plaintiff and the Class Against Defendant)**

23 102. Plaintiff incorporates the above allegations as though fully set forth herein.

24 103. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee
25 for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
26 of his or her duties, or of his or her obedience to the directions of the employer.
27

28 104. During the course of employment, Plaintiff and members of the Class were required to

1 use their personal cell phones for scheduling for their shifts at work and to be available during meal
2 periods.

3
4 105. Defendant failed to reimburse Plaintiff and members of the Class for necessary business
5 expenses including personal cell phone use for business purposes.

6 106. These expenses were necessary expenditures incurred by Plaintiff and Class members in
7 direct consequence of the discharge of their duties and obedience to Defendant's directions.

8 107. As a result of Defendant's failure to reimburse necessary business expenses, Plaintiff and
9 members of the Class have been damaged in amounts to be determined at trial, and they are entitled to
10 recover such amounts, plus interest, attorneys' fees, and costs of suit.

11
12 **SEVENTH CAUSE OF ACTION**

13 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE**

14 **WAGE STATEMENT PROVISIONS**

15 **(By Plaintiff and the Class Against Defendant)**

16 108. Plaintiff repeats and incorporate herein by reference each and every allegation set forth
17 above, as though fully set forth herein.

18
19 109. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly
20 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part
21 of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by
22 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
23 total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates
24 of the period for which the employee is paid, (7) the name of the employee and only the last four digits
25 of his or her social security number or an employee identification number other than a social security
26 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
27 rates in effect during each the pay period and the corresponding number of hours worked at each hourly
28

1 rate by the employee....”.

2 110. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
3 accurate information with respect to each employee including the following: (3) Time records showing
4 when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily
5 hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates
6 of pay....”

7
8 111. Labor Code section 1174 of the California also requires Defendant to maintain and
9 preserve, in a centralized location, among other items, records showing the names and addresses of all
10 employees employed and payroll records showing the hours worked daily by, and the wages paid to, its
11 employees. On information and belief and based thereon, Defendant has knowingly and intentionally
12 failed to comply with Labor Code section 1174, including by implementing the policies and procedures
13 and committing the violations alleged in the preceding causes of action and herein. Defendant’s failure
14 to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

15
16 112. Defendant has failed to record many of the items delineated in applicable Industrial Wage
17 Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of
18 the fact that each wage statement which failed to accurately compensate Plaintiff and Class Members for
19 all hours worked and for missed and non-provided meal and rest periods, or which failed to include
20 compensation for all minimum wages, overtime, or double time earned, was an inaccurate wage
21 statement.

22
23 113. On information and belief, Defendant failed to implement and preserve a lawful record-
24 keeping method to record all non-provided meal and rest periods owed to employees or all hours worked,
25 as required for Class Members under California Labor Code section 226 and applicable California Wage
26 Orders. In order to determine if they had been paid the correct amount and rate for all hours worked,
27 Plaintiff and Class Members have been, would have been, and are compelled to try to discover the
28

1 required information missing from their wage statements and to perform complex calculations in light of
2 the inaccuracies and incompleteness of the wage statements Defendant provided to them.

3
4 114. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage
5 Orders, Defendant did not and still do not furnish each of the members of the Wage Statement Class with
6 an accurate itemized statement in writing accurately reflecting all of the required information. Here,
7 Plaintiff asserts the Defendant omitted required information, failed to accurately identify the employing
8 entity and address of said entity, accurately include all applicable hourly rates on the wage statements
9 and the corresponding number of hours worked at such rates or hours paid at such rates. In addition,
10 Defendant has failed to provide accurate itemized wage statements as a consequence of the above-
11 specified violations for failure to accurately pay all wages owed, accurately record all hours worked, and
12 failure to pay meal and rest period premiums as required by law.
13

14 115. Moreover, upon information and belief, as a pattern and practice, in violation of Labor
15 Code section 226(a) and the IWC Wage Orders, Defendant did not and do not maintain accurate records
16 pertaining to the total hours worked for Defendant by the Class Members, including but not limited to,
17 beginning and ending of each work period, meal period and split shift interval, the total daily hours
18 worked, and the total hours worked per pay period and applicable rates of pay.
19

20 116. Plaintiff and the Class Members have suffered injury as a result of Defendant's failure to
21 maintain accurate records for the Class Members in that they were not timely provided written accurate
22 itemized statements showing all requisite information, such that the members of the Class Members were
23 misled by Defendant as to the correct information regarding various items, including but not limited to
24 total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
25 pay period and the corresponding number of hours worked at each hourly rate.
26

27 117. Pursuant to Labor Code section 226, and in light of Defendant's violations addressed
28 above, Plaintiff and the Class Members are each entitled to recover up to a maximum of \$4,000.00, along

1 with an award of costs and reasonable attorneys' fees.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO TIMELY PAY WAGES UPON SEPARATION FROM EMPLOYMENT**

4 **Labor Code §§ 201-203**

5 **(Plaintiff and the Class Against Defendant)**

6 118. Plaintiff incorporates the above allegations as though fully set forth herein.

7 119. Sections 201 and 202 of the California Labor Code require Defendant to pay its employees
8 all wages due within 72 hours of termination of employment. Section 203 of the Labor Code provides
9 that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
10 pay the subject employees' wages until the back wages are paid in full or an action is commenced. The
11 penalty cannot exceed 30 days of wages.
12

13 120. The employment of Plaintiff and the other members of the Waiting Time Subclass has
14 terminated and Defendant has not paid all wages owed as required by law.
15

16 121. Plaintiff and the Subclass were entitled to compensation for all forms of wages earned,
17 including, but not limited to, minimum wages, overtime, premium compensation for non-provided meal
18 periods and non-provided rest periods, but did not receive such compensation upon termination.
19

20 122. Upon information and belief, more than 30 days have passed since Plaintiff and other
21 members of the Class have left Defendant's employ, and they have not received payment pursuant to
22 Labor Code sections 201, 202, and 203.

23 123. As a result of Defendant's willful conduct in not paying all earned wages, Plaintiff and
24 Class members are entitled to 30 days' wages as a premium wage or penalty under Labor Code section
25 203, as well as attorney's fees and costs.
26

27 ///

28 ///

UNFAIR COMPETITION

(By Plaintiff and the Class Against Defendant)

125. By reason of Defendant's uniform conduct applicable to Plaintiff and other Class members, Defendant committed acts of unfair competition in violation of the California Unfair Competition Law, Business and Professions Code section 17200 et seq. (the "UCL").

- a. Failing to pay minimum wages for all hours worked;
- b. Failing to pay overtime wages;
- c. Failing to provide lawful meal periods and rest periods, and premiums;
- d. Failing to timely pay wages at termination;
- e. Failing to reimburse necessary business expenses;
- f. Failing to timely pay wages during employment.

127. As a result of Defendant's unlawful and/or unfair business practices, Defendant has reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and other members of the Class by reducing labor costs through the systematic underpayment of wages and benefits.

128. Defendant should be enjoined from this activity and made to disgorge these ill-gotten gains and restore to Plaintiff and the Class members the wrongfully withheld wages, to provide restitution for the withholding and for the delay in receiving the compensation due, pursuant to Business and Professions Code section 17203.

129. As a direct and proximate result of Defendant's unfair business practices, Plaintiff and Class members are entitled to restitution of all wages which have been unlawfully withheld as a result of Defendant's business acts and practices described herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That Plaintiff be appointed as the representative of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On behalf of the Class:

On the First Cause of Action

(Failure to pay minimum wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon;
2. Penalties according to statute;
3. Liquidated damages;
4. Reasonable attorneys' fees, and costs of suit;
5. For interest; and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Failure to pay overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon;

2. Penalties according to statute;
3. Liquidated damages;
4. Reasonable attorneys' fees, and costs of suit;
5. For interest; and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay at the regular rate for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay at the regular rate for each day in which a required rest period was not lawfully authorized and permitted; and
2. For straight time wages at the regular rate for rest periods for Class Members; and
3. For reasonable attorneys' fees and costs pursuant to statute; and
4. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Timely Pay Wages Due and Payable During Employment)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages unlawfully withheld;
3. For interest;

4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Failure to Reimburse Necessary Expenses)

1. For unreimbursed sums;
2. For reasonable attorneys' fees and costs pursuant to statute;
3. For interest; and
4. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

(Failure to Provide Accurate Itemized Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;
 2. For reasonable attorneys' fees and costs; and
- For such other and further relief as the Court deems proper;

On the Eighth Cause of Action

(Failure to Timely Pay Wages at Termination)

1. For all earned and unpaid sums pursuant to Labor Code 201 to 202;
2. Waiting time penalties for up to 30 days pursuant to Labor Code section 203
3. For reasonable attorneys' fees and costs pursuant to statute;
4. For interest; and
5. For such other and further relief as the Court deems proper.

On the Ninth Cause of Action

(Violation of the Unfair Competition Law)

1. That Defendant pay restitution and/or disgorgement of sums to Plaintiff and the Class Members for the Defendant's past failure to pay minimum wages, overtime and regular wages, and for

1 Defendant's past failure to reimburse necessary expenses over the last four (4) years in an amount
2 according to proof;

3
4 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover
5 under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197, 1197.5, 1198;

6 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due from
7 the day that such amounts were due;

8 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to recover
9 under the Labor Code; and

10 5. For such other and further relief as the Court deems proper.
11

12
13 Dated: April 27, 2026

Respectfully submitted,

14 **EMPLAW, LLP**

15 By: 
16 Christina M. Lucio, Esq.
17 Mitchell J. Murray, Esq.
Nicholas W. Schieffelin, Esq.

18 Attorneys for Plaintiff NIGEL CROCKETT,
19 individually, and on behalf of himself and all others
20 similarly situated
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