

**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THURSTON COUNTY**

KOREY SOLOMON, on his own behalf and on the
behalf of all others similarly situated,

Plaintiff,

v.

COMMAND SECURITY Inc., a Foreign For Profit
Corporation,

Defendant.

Case No. **25-2-03095-34**

**FIRST CLASS ACTION
COMPLAINT FOR UNPAID
WAGES AND DAMAGES**

I. INTRODUCTION

1. Defendant Command Security, Inc. ("Defendant") is a private security company that provides contracted unarmed security services to businesses and other entities throughout Washington State.
2. Defendant engaged in a common course of wage and hour violations against its non-exempt employees. Defendant denied Plaintiff and Class Members rest and meal breaks, failed to provide premium compensation for missed or late breaks, failed to pay all earned overtime, and failed to reimburse for necessary work-related expenses.
3. This class action seeks compensation and statutory penalties under Washington law for these systemic wage and hour violations.

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II. JURISDICTION AND VENUE

A. Jurisdiction

6. This Court has jurisdiction under RCW 2.08.010 because the amount in controversy exceeds \$300 and Defendant transacts business in the State of Washington.

B. Venue

7. Venue is proper in this Court under RCW 4.12.025 because Defendant does business in this county and many of the acts complained of occurred in Washington.

C. Federal Jurisdiction Is Inapplicable

8. Federal jurisdiction is improper under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4), because two-thirds or more of the class members and the primary defendant are citizens of Washington, and the amount in controversy is less than five million dollars.
9. Diversity jurisdiction is also improper under 28 U.S.C. § 1332(a) because the amount in controversy between the individual class representative and Defendant does not exceed \$75,000.

III. PARTIES

10. Plaintiff Korey Solomon is a resident of Washington who worked for Defendant as a non-exempt Unarmed Security Officer from approximately December 24, 2023, to March 2, 2024, at locations in Shelton and Lacey, Washington.
11. Defendant Command Security, Inc. is a foreign for-profit corporation that employs non-exempt workers to perform on-site security services at client locations throughout Washington, including in Shelton and Lacey.

IV. CLASS ALLEGATIONS

A. Class Definition

12. Plaintiff brings this action under CR 23(b)(3) on behalf of the following class:
All individuals employed by Defendant in Washington State as hourly-paid or non-exempt employees at any time from three years prior to the filing of this Complaint to the present.
13. Excluded from the class are Defendant's officers, directors, legal representatives, and any judge assigned to this case.

B. Numerosity, Typicality, Adequacy

1 14. The proposed class is numerous and believed to include at least 40 individuals. Joinder
2 is impracticable.

3 15. Plaintiff's claims are typical of those of the class because he, like other class members,
4 was subject to the same policies and practices of unpaid breaks, uncompensated work
time, and unreimbursed business expenses.

5 16. Plaintiff will fairly and adequately represent the class and has retained experienced class
6 counsel.

7 **C. Common Questions of Law and Fact**

8 17. Common questions of law and fact predominate over individual questions, including:

- 9 a. Whether Defendant failed to provide or ensure compliant rest and meal breaks;
10 b. Whether Defendant failed to pay wages for all hours worked;
11 c. Whether Defendant failed to reimburse employees for required cell phone use;
12 d. Whether Defendant failed to pay overtime for all hours worked over 40 per week;
13 e. Whether Defendant failed to keep accurate records of hours worked and breaks taken;
14 f. Whether Defendant's practices violated RCW 49.12, RCW 49.46, RCW 49.48, and
RCW 49.52;
15 g. Whether Plaintiff and Class Members are entitled to damages, double damages, interest,
and attorneys' fees.

16 **D. Superiority**

17 18. Class treatment is superior to individual actions because it promotes efficiency, avoids
18 duplication, and allows for recovery of modest individual claims that would be
19 uneconomical to pursue individually.

20 **V. FACTUAL ALLEGATIONS**

21 19. Plaintiff and Class Members regularly worked shifts during which they were not
22 provided with legally compliant rest and meal breaks. Defendant failed to ensure that
23 rest breaks were provided during each four-hour work period and that meal breaks were
provided within the first five hours of each shift.

24 20. Plaintiff and Class Members were not compensated with premium pay when rest or
25 meal breaks were missed, short, or late, in violation of WAC 296-126-092.

26 21. Plaintiff and Class Members also frequently worked more than 40 hours per week but
were not paid overtime wages for all such time.

22. Defendant's failure to pay for all hours worked, provide lawful rest and meal periods, and reimburse required business expenses was willful and not the result of a bona fide dispute.

VI. CAUSES OF ACTION

First Cause of Action

Violation of the Washington Minimum Wage Act (RCW 49.46)

25. Plaintiff incorporates all preceding paragraphs by reference.

26. RCW 49.46.020 requires employers to pay at least the minimum wage for all hours worked. RCW 49.46.130 mandates overtime pay at 1.5 times the regular rate for hours over 40 per week.

27. Defendant failed to pay for all compensable time, including:

- Work during meal periods;
- Off-the-clock time before and after shifts;
- Work during rest periods;
- Overtime hours beyond 40 per week.

28. As a result, Plaintiff and Class Members are entitled to unpaid wages, overtime compensation, interest, costs, and attorneys' fees under RCW 49.46.090 and RCW 49.48.030.

Second Cause of Action

Violation of RCW 49.12 and WAC 296-126-092 (Rest and Meal Breaks)

29. Plaintiff incorporates all preceding paragraphs by reference.

30. WAC 296-126-092 requires:

- A 10-minute paid rest break per four-hour period;
- A 30-minute unpaid meal period for shifts over five hours;
- Premium pay for missed, short, or late breaks.

31. Defendant failed to provide these breaks and did not pay premiums when required.

32. Plaintiff and Class Members are entitled to break premiums, penalties, interest, and attorneys' fees.

Third Cause of Action

Willful Withholding of Wages (RCW 49.52.050 & .070)

33. Plaintiff incorporates all preceding paragraphs by reference.

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1 34. RCW 49.52.050(2) prohibits employers from willfully withholding wages.

2 35. Defendant knowingly failed to pay:

- 3 • All wages for hours worked;
- 4 • Break premiums;
- 5 • Overtime wages;

6 36. Defendant's conduct was not based on a bona fide dispute.

7 37. Plaintiff and Class Members are entitled to double damages and attorneys' fees under
8 RCW 49.52.070.

9 **Fourth Cause of Action**

10 **Failure to Pay Wages at Termination (RCW 49.48)**

11 38. Plaintiff incorporates all preceding paragraphs by reference.

12 39. RCW 49.48.010 requires that all wages owed be paid promptly upon termination.

13 40. Defendant failed to pay all final wages owed, including break premiums, unpaid
14 overtime, and unreimbursed expenses.

15 41. Plaintiff and Class Members are entitled to recover unpaid wages, penalties, interest,
16 and attorneys' fees under RCW 49.48.030.

17 **Fifth Cause of Action**

18 **Failure to Maintain Records (RCW 49.46.070; WAC 296-126-050)**

19 42. Plaintiff incorporates all preceding paragraphs by reference.

20 43. Employers are required under RCW 49.46.070 and WAC 296-126-050 to maintain
21 accurate records of hours worked and rest and meal periods taken by employees.

22 44. Defendant failed to keep accurate records of:

- 23 • When rest and meal breaks occurred;
- 24 • How long breaks lasted;
- 25 • All hours worked, including off-the-clock time.

26 45. Defendant's failure to maintain accurate records prejudiced Plaintiff and Class
Members and contributed to the wage violations described above.

46. Plaintiff and Class Members are entitled to an inference in their favor regarding hours
worked and breaks missed, as well as related penalties and equitable relief.

Sixth Cause of Action

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Failure to Pay Wages Due Upon Termination
(Violation of RCW 49.48.010 and RCW 49.48.030)

47. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

48. RCW 49.48.010 requires that whenever an employee is terminated or quits, the employer must pay all wages due by the end of the established pay period.

49. Defendant failed to timely pay Plaintiff and members of the class all wages owed upon separation of employment, including but not limited to:

- Regular wages for all hours worked;
- Overtime compensation;
- Premium pay for missed meal and rest breaks;

50. Defendant's failure to pay wages upon termination was knowing, intentional, and not based on a bona fide dispute.

51. Pursuant to RCW 49.48.030, Plaintiff and the Class are entitled to recover all unpaid wages, attorneys' fees, and costs incurred in seeking recovery of those wages.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully requests that the Court:

- A. Certify this action as a class action under CR 23;
- B. Appoint Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;
- C. Award all unpaid wages, overtime pay, and break premiums;
- D. Award reimbursement for necessary business expenses;
- E. Award double damages under RCW 49.52.070 and RCW 49.52.050;
- F. Award reasonable attorneys' fees and costs under RCW 49.48.030 and other applicable law;
- G. Award pre-judgment and post-judgment interest;
- H. Grant such other relief as the Court deems just and proper.

VIII. JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

1 **DATED this 8th day of August, 2025.**
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