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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff Marcos Rivera Sanchez as a representative on behalf of the State of California and other aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES-CENTRAL DISTRICT

MARCOS RIVERA SANCHEZ, as a
representative on behalf of the State of California
and other aggrieved employees,

Plaintiff,

v.

SECTRAN SECURITY, INC. and DOES 1
through 50, inclusive,

Defendant.

Case No.: **23STCV24648**

**PRIVATE ATTORNEYS GENERAL
ACT COMPLAINT**

1. Violation of PAGA for Failure to Pay All Wages Including Minimum, Regular, and Overtime Wages (Lab. Code, §§ 204, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198);
2. Violation of PAGA for Failure to Provide Meal Periods (Lab. Code, §§ 226.7, 512);
3. Violation of PAGA for Failure to Maintain Accurate Payroll Records (Lab. Code, §§ 226, subd. (A), (E), 226.3, 1174, 1174.5); and
4. Violation of PAGA for Failure to Reimburse Business Expenses (Lab. Code, § 2802).

1 Plaintiff MARCOS RIVERA SANCHEZ (“Plaintiff”), individually and on behalf of other
2 aggrieved employees, hereby complains and alleges as follows:

3 **PRELIMINARY STATEMENT**

4 1. Plaintiff brings this representative action pursuant to the Private Attorneys General
5 Act of 2004 (“PAGA”) against Defendant SECTRAN SECURITY, INC.; and DOES 1 through
6 50 (collectively “Defendant”), on behalf of himself individually and all other current and former
7 non-exempt aggrieved employees employed by Defendant throughout California during the
8 PAGA period. The PAGA period is defined as one (1) year plus sixty-five (65) days prior to
9 Plaintiff’s filing of this representative action, or February 10, 2023, which is sixty-five (65) days
10 after Plaintiff gave notice of notice of labor code violations to the Labor and Workforce
11 Development Agency (“LWDA”) and certified mailing of said notice to Defendant until
12 resolution.

13 2. Defendant SECTRAN SECURITY, INC. is a licensed armored transportation
14 services company that provide transportation services to thousands of customers in retail,
15 banking, and private industries throughout the state of California, as well as Nevada, Arizona and
16 Denver. Defendant employed and/or continue to employ Plaintiff and other aggrieved employees
17 throughout California.

18 3. Defendant has engaged in a systematic pattern of wage and hour violations under
19 the Labor Code, including, but not limited to, failure to pay all wages (including minimum,
20 regular, and overtime compensation); failure to provide meal periods or compensation in lieu
21 thereof; failure to provide accurate itemized wage statements; failure to pay all wages due upon
22 separation of employment; and failure to reimburse business expenses. These violations concern
23 current and past non-exempt employees of Defendant.

24 4. At all relevant times herein, Defendants have consistently maintained and enforced
25 against Plaintiff and aggrieved employees the unlawful practices and policies set forth herein.

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28 **JURISDICTION AND VENUE**

5. Venue is proper in Los Angeles County, because Defendant maintains offices and transacts business in this county, the obligations and liability primarily arise in this county, and work was primarily performed by Plaintiff and other aggrieved employees in this county.

6. The California Superior Court has jurisdiction over this matter. The individual claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional amount required for diversity removal. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

THE PARTIES

Plaintiff

7. Plaintiff is, and at all times herein mentioned was, a resident of the County of Los Angeles. In or around September 2006, Defendant hired Plaintiff as a non-exempt employee. Throughout the PAGA period, Plaintiff's duties included, driving and deliver all daily pickups for customers.

Defendant

8. Plaintiff is informed and believes, and based thereon alleges that, SECTRAN SECURITY, INC. is a corporation headquartered in California, and is and/or was the employer of the Plaintiff and Aggrieved Employees during the PAGA Period. During the liability period, Defendant employed Plaintiff and similarly situated persons, and failed to pay Plaintiff and Aggrieved Employees for all hours worked as a result of specifically, Defendant paid Plaintiff and other Aggrieved Employees. Plaintiff, and other Aggrieved Employees were not paid for non-productive time such as pre trip inspections as well as time spent donning their employer mandated uniform prior to clocking in. As such, Employee and other aggrieved employees were not compensated the legally mandated wage rate for the time worked during these periods and failed to pay due and owing wages upon ending of employment for employees within the state of California. On information and belief, and based thereon alleges that Defendant is conducting

1 business in good standing in California.

2 9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
3 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,
4 inclusive, but on information and belief allege that said Defendants are legally responsible for the
5 occurrences alleged herein, and that the damages of Plaintiff and the aggrieved employees were
6 proximately caused by such Defendants. Plaintiff will amend this complaint to allege the true
7 names and capacities of the DOE Defendants when ascertained.

8 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
9 herein was, at all times relevant to this action, the agent, employee, representing partner, and/or
10 joint venture of the remaining Defendants and was acting within the course and scope of the
11 relationship. Plaintiff is further informed and believes, based thereon alleges, that each of the
12 Defendants herein gave consent to, ratified and authorized the acts alleged herein to the remaining
13 Defendants.

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

19 **ADMINISTRATIVE PREREQUISITES**

20 12. By this complaint, Plaintiff brings this case as a representative action seeking
21 penalties for himself, the aggrieved employees, and the State of California in a representative
22 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved
23 employee who was employed by Defendant and subject to at least one of the Labor Code
24 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
25 his notice to the LWDA and Defendants: violation of Labor Code sections 204, 226, 226.3, 226.7,
26 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802.

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28 13. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause

of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice from the LWDA.

14. Prior to filing this complaint, on December 7, 2022, Plaintiff gave written notice of the specific provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. The written notice was given via certified mail to Defendants, and the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number of LWDA-CM-773682-20. A true and correct copy of Plaintiff's notice to the LWDA and Defendant(s), dated December 7, 2022, is attached hereto as Exhibit A.

15. The LWDA has not provided Plaintiff with any notice that it intends to investigate the violations as alleged in Plaintiff's December 7, 2022 notice, and more than sixty-five (65) calendar days have elapsed since the postmark date on the notice.

GENERAL ALLEGATIONS

16. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

17. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

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18. Defendant's conduct during the PAGA period with respect to Plaintiff and the aggrieved employees violates numerous Labor Code sections as detailed herein.

1 19. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and
2 hour violations under the California Labor Code and IWC Wage Orders.

3 20. At all relevant times herein, Defendant employed Plaintiff and other aggrieved
4 employees as non-exempt employees.

5 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
6 or should have known that Plaintiff and aggrieved employees were entitled to receive wages for
7 all hours worked, including the applicable minimum, regular, and overtime wages, and that they
8 were not receiving all wages earned for work that was required to be performed. In violation of
9 the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and aggrieved
10 employees for all hours worked, specifically for time spent driving to their first location in the
11 morning and time spent driving from their last location of the day to its benefit. Accordingly,
12 Defendant failed to pay Plaintiff and aggrieved employees all earned minimum, regular, and/or
13 overtime compensation.

14 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
15 or should have known that Plaintiff and aggrieved employees were entitled to receive all required
16 meal periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
17 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
18 violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy
19 of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff
20 and aggrieved employees for late meal periods. As a result of Defendant's unlawful policy and
21 practice, Plaintiff and aggrieved employees did not receive all meal periods or payment of one
22 (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of pay when they
23 did not receive a timely, uninterrupted thirty (30) minute off-duty meal period.

24 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
25 or should have known that Plaintiff and certain aggrieved employees were entitled to timely
26 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
27 and certain aggrieved employees did not receive payment of all wages due, within permissible
28 time periods, upon separation of employment.

1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that Plaintiff and aggrieved employees were entitled to receive itemized
3 wage statements that accurately showed their actual hours worked, total hours worked, number
4 of hours worked at each hourly rate, gross and net wages earned, and correct employer
5 information in accordance with California law. In violation of the Labor Code, Plaintiff and
6 aggrieved employees were not provided with accurate itemized wage statements that accurately
7 reported their gross and net wages earned, total hours worked, each applicable rate of pay in effect
8 during the pay period with the corresponding number of hours worked, and the address of the
9 legal entity that is the employer, among other things.

10 25. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
11 should have known that Defendant was required to maintain accurate records of the hours worked
12 by Plaintiff and aggrieved employees. In violation of the Labor Code, Defendant failed to
13 maintain accurate records of hours worked by Plaintiff and aggrieved employees due to its unfair
14 rounding practices, among other things.

15 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
16 or should have known that Plaintiff and aggrieved employees were entitled to receive business
17 reimbursements for necessary expenditures incurred in connection with the performance and
18 execution of their job duties. Defendant required Plaintiff and aggrieved employees to maintain
19 (e.g., separately wash, iron, dry clean, alter, etc.) their heavily soiled uniforms bearing
20 Defendants' logo without reimbursement. In violation of the Labor Code, Defendant failed to
21 reimburse Plaintiff and aggrieved employees for these business-related expenditures.

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25 **FIRST CAUSE OF ACTION**

26 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
27 **PAY ALL WAGES INCLUDING MINIMUM, REGULAR, AND OVERTIME WAGES**

28 **(Lab. Code, §§ 204, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198)**

(Against all Defendants)

27. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 26.

28. Labor Code section 204 provides that all wages earned during employment are due and payable twice during each calendar month on dates designated in advance by the employer.

29. Labor Code 1182.12 provides the applicable minimum wage rate in California.

30. Labor Code section 510, subdivision (a), provides that any work in excess of eight (8) hours in any workday and any work in excess of forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay for an employee.

31. Labor Code sections 1194 and 1194.2 provide the remedies available for an action to recover minimum and overtime wages, 1197 mandates that payment of less than the applicable minimum wage is unlawful, and 1198 provides that an employer's failure to follow the standard conditions of labor fixed by the commissions is unlawful.

32. Labor Code section 1197.1 also provides "[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

33. At all relevant times, Defendants were employers of Plaintiff and the aggrieved employees, and subject to the Labor Code, IWC Wage Orders, and other applicable statutes, rules, and regulations.

34. At all relevant times herein, Plaintiff and aggrieved employees were and are paid

as non-exempt employees.

35. At all relevant times, Plaintiff and the aggrieved employees worked in excess of eight (8) hours per day and forty (40) hours per week.

36. Defendants failed to pay Plaintiff and aggrieved employees for all hours worked, including the applicable minimum, regular, and overtime compensation, and failed to record actual hours worked by unfairly rounding Plaintiff's and aggrieved employees' time worked.

37. By virtue of Defendants' unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

38. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees and the State of California for violations of Labor Code sections 204, 510, 1194, 1197, 1198 and pursuant to Labor Code section 1197.1 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

39. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699(g) and Code of Civil Procedure section 1021.5.

SECOND CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code, §§ 226.7 and 512)

(Against all Defendants)

40. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 39.

41. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second meal period of not less than thirty (30) minutes.

42. Labor Code section 226.7 provides that if an employer fails to provide an

employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

43. At all times relevant hereto, Plaintiff and aggrieved employees have regularly worked shifts of more than five (5) hours in a workday. Defendant failed to provide legal compliant meal periods to Plaintiff and aggrieved employees, by failing to provide meal periods before the fifth (5th) hour of work due to its meal period scheduling policy and practice. Despite failing to provide timely meal periods, Defendant failed to pay one additional hour of pay at Plaintiff and aggrieved employees' regular rate of pay for each workday that a meal period violation occurred.

44. By and through their actions, Defendant has intentionally and improperly denied compliant meal periods or compensation in lieu thereof to Plaintiff and the aggrieved employees in violation of Labor Code sections 226.7 and 512 and/or other statutes.

45. Defendant's Labor Code violations have caused Plaintiff and the aggrieved employees to suffer, and continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

46. Plaintiff, individually and on behalf of the aggrieved employees and the state of California request recovery of civil penalties for violations of Labor Code sections 226.7 and 512 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

47. Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

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THIRD CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS

(Lab. Code, §§ 226, subd. (a), (e), 226.3, 1174, 1174.5)

(Against all Defendants)

48. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1

1 through 55.

2 49. Labor Code section 226, subdivision (a), requires employers to furnish each
3 employee with a statement that accurately reflects, *inter alia*, gross wages earned, total hours
4 worked, net wages earned, address of the legal entity that is the employer, and all applicable
5 hourly rates in effect during the pay period and the corresponding number of hours worked at
6 each hourly rate. Labor Code section 226, subdivision (e), provides that if an employer knowingly
7 and intentionally fails to provide a statement itemizing the foregoing information, and the
8 employee suffers an injury as a result of the employer's failure to comply with subdivision (a),
9 then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00)
10 for each subsequent violation, up to four thousand dollars (\$4,000.00).

11 50. Labor Code 226.3 provides that any employer who violates subdivision (a) of
12 Labor Code section 226 shall be subject to a civil penalty in the amount of two hundred fifty
13 dollars (\$250.00) per employee per initial violation and one thousand dollars (\$1,000.00) per
14 employee for each subsequent violation, for which the employer fails to provide the employee a
15 wage deduction statement or fails to keep the records required in subdivision (a) of Labor Code
16 section 226. The civil penalties provided for in this section are in addition to any other penalty
17 provided by law.

18 51. An employee is deemed to suffer injury if the employer fails to provide an accurate
19 wage statement containing all of the required information set forth in Labor Code section 226,
20 subdivision (a). (Lab. Code, § 226, subd. (e)(2).)

21 52. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
22 location in California or at the plant or establishment at which the employees are employed,
23 payroll records showing the hours worked daily and the wages paid to each employee.

24 53. Labor Code section 1174.5 imposes a civil penalty of fifty dollars (\$50.00) for an
25 employer's failure to maintain accurate and complete records. This civil penalty is in addition to
26 the civil penalty of one hundred dollars (\$100.00) per initial violation and two hundred dollars
27 (\$200.00) per subsequent violation per pay period, per aggrieved employee that would be imposed
28 pursuant to Labor Code section 2699 for a violation of section 1174, subdivision (d).

1 54. The IWC Wage Orders require that every employer shall keep accurate
2 information with respect to each employee, including, but not limited to, time records showing
3 the total daily hours worked by each employee, the total hours worked in each payroll period, and
4 applicable rates of pay.

5 55. Plaintiff is informed and believes that Defendant willfully and intentionally failed
6 to make and/or keep records which accurately reflect the hours worked by Plaintiff and aggrieved
7 employees. Specifically, Plaintiff believes that Defendants' records fail to include, *inter alia*: (1)
8 actual hours worked; (2) total hours worked; and (3) number of hours worked at each hourly rate.

9 56. In addition, the omission of time worked make it difficult for employees to
10 determine whether they were paid all wages due without complicated calculations and/or
11 reconstruction of records required to be maintained by the employer.

12 57. Plaintiff is informed and believes, and based thereon alleges, that Defendant
13 willfully failed to maintain accurate payroll records for Plaintiff and the aggrieved employees by
14 failing to accurately reflect the hours worked by and wages paid to Plaintiff and the aggrieved
15 employees. Specifically, Defendant's records do not accurately reflect Plaintiff's and the
16 aggrieved employees' hours worked due to its failure to include time spent driving to Plaintiff
17 and the aggrieved employees first location of their day and driving from their last location of the
18 day, among other things.

19 58. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees
20 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
21 will be ascertained according to proof at trial.

22 59. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
23 employees and the State of California for violations of Labor Code sections 226, 1174, and
24 pursuant to Labor Code sections 226.3 and 1174.5 during the PAGA period, in a sum as provided
25 by the Labor Code and/or other statutes.

26 60. Plaintiff, individually and on behalf of the aggrieved employees and the State of
27 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
28 (g) and Code of Civil Procedure section 1021.5.

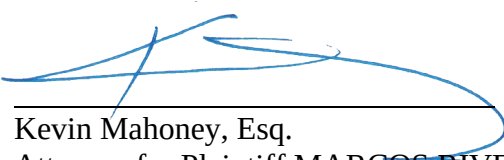
1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 3 1. For civil penalties pursuant to the PAGA in an amount according to proof;
- 4 2. For reasonable attorney's fees and costs, pursuant to the PAGA and California
- 5 Code of Civil Procedure section 1021.5; and
- 6 3. For such other and further relief as this Court may deem just and proper.
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8 Dated: October 10, 2023

MAHONEY LAW GROUP, APC

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10 _____
11 Kevin Mahoney, Esq.
12 Attorney for Plaintiff MARCOS RIVERA
13 SANCHEZ
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