

1 EVAN S. GAINES, ESQ. SBN 287668
2 **GAINES LAW CORPORATION**
3 4550 E. Thousand Oaks Blvd., Suite 100
4 Westlake Village, CA 91362
5 Telephone: (805) 892-8200
6 Facsimile: (805) 800-8928
7 Email: evan@gaines.law

8 Attorneys for Plaintiff Ricardo Ochoa-Esquivel,
9 on behalf of himself and all "aggrieved employees"
10 pursuant to Labor Code § 2698 *et seq.*

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

2/3/2025 9:21:10 AM

Clerk of the Superior Court
By F. Gonzalez ,Deputy Clerk

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

RICARDO OCHOA-ESQUIVEL, on behalf of
himself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

INVICTA SECURITY CA CORPORATION,
a Delaware corporation, d/b/a ALLSTATE
SECURITY, REGIMENT SECURITY
PARTNERS LLC, a Delaware limited liability
company, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 25CU005927C

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510,
512, 1174, 1174.5, 1194, AND 2802 AND
PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3 AND
558**

1 Plaintiff RICARDO OCHOA-ESQUIVEL (“Plaintiff”), on behalf of himself and others as an
2 “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of
3 INVICTA SECURITY CA CORPORATION, a Delaware corporation, d/b/a ALLSTATE
4 SECURITY, REGIMENT SECURITY PARTNERS LLC, a Delaware limited liability company, and
5 any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiff and other non-exempt California employees who currently work or formerly worked for
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to pay correct premium wages to Plaintiff and other Aggrieved
16 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
17 and 558, and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees were
18 routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period
19 for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute
20 meal period for every shift worked that exceeded ten hours, but were not paid premium wages
21 of one hour’s pay at the proper rate of pay for each missed first or second meal period.
22 Defendants also failed to maintain accurate records showing the start and stop time of meal
23 periods since Defendants did not require Plaintiff and Aggrieved Employee to clock out for
24 their meal periods. This violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194,
25 and IWC Wage Order 4-2001;

26 b. Failing to pay correct premium wages to Plaintiff and Aggrieved Employees
27 who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.
28 4-2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest

1 period for every four (4) hours of work or major fraction thereof but were not paid premium
2 wages of one hour's pay for each missed rest period. Plaintiff and Aggrieved Employees were
3 simply denied and not authorized to take their legally entitled rest periods and were never paid
4 premium wages for missed rest periods. In the rare instance Plaintiff and Aggrieved
5 Employees did receive a rest period, they were impermissibly required to remain on the
6 company premises. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;

7
8 c. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
9 business expenses incurred in direct consequence of the discharge of their duties, in violation
10 of Labor Code § 2802, including, but not limited to, tools (including handcuffs, guns, utility
11 belt, OC spray, gun permit, baton, baton permit, and open carry permit), but were not
12 reimbursed for these expenses. Labor Code § 2802 states that an employer must indemnify its
13 employees for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of their duties. These instances violate Labor Code § 2802;

15 d. Failing to provide Plaintiff and other Aggrieved Employees with wage
16 statements that fully and accurately itemized the requirements set forth in Labor Code §§
17 226(a) and 226.3. Plaintiff and other Aggrieved Employees were not paid all wages due, as
18 stated above. As such, the wage statements provided by Defendants fail to accurately state all
19 gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked,
20 in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor
21 Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
22 and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and
23 226.3; and
24

25 e. Failing to pay Plaintiff and certain Aggrieved Employees all wages due at the
26 separation of their employment based on the time frames required by Labor Code §§ 201-202.
27 As stated above, Plaintiff and Aggrieved Employees were not paid all wages due during the
28 course of their employment and, as a result of this failure, they were not timely paid all wages

1 due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged
2 on behalf of Plaintiff and those Aggrieved Employees no longer employed by Defendants.

3 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
4 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

5 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
6 The Labor Code violations alleged against Defendants herein arose in San Diego County, California.

7 **III.**

8 **PARTIES**

9 **A. Plaintiff**

10 5. Plaintiff RICARDO OCHOA-ESQUIVEL was employed by Defendants from January
11 2019 through October 2024 in San Diego County, California.

12 **B. Defendant**

13 6. Defendant INVICTA SECURITY CA CORPORATION is a Delaware corporation,
14 doing business as ALLSTATE SECURITY, that employed Plaintiff and Aggrieved Employees in San
15 Diego County, California.

16 7. Defendant REGIMENT SECURITY PARTNERS LLC is a Delaware limited liability
17 company that employed Plaintiff and Aggrieved Employees in San Diego County, California.

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

25 9. Plaintiff is informed and believes, and based thereon alleges, that each of the
26 Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried
27 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the
28 Defendants is legally attributable to the other Defendants.

10. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, AND 2802 AND
PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND**

11. Plaintiff incorporates paragraphs 1 through 10 of this Complaint as though fully set forth herein.

12. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

13. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

14. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

15. On November 22, 2024, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)

1 calendar days of November 22, 2024. Plaintiff may therefore commence this action to seek civil
2 penalties pursuant to Labor Code § 2698 *et seq.*

3 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
4 described below.

5 V.

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

8 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
9 Aggrieved Employees;

10 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
11 and other applicable law;

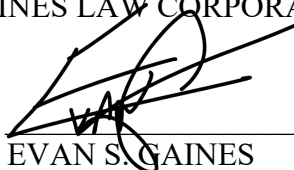
12 3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other
13 applicable law; and

14 4. Such other and further relief as this Court may deem just and proper.

15 Dated: February 3, 2025

Respectfully submitted,

16 GAINES LAW CORPORATION

17
18 By: 
19 EVAN S. GAINES
20 Attorneys for Plaintiff
21
22
23
24
25
26
27
28