

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

CIVIL NO. 1:26-cv-03811

**AGUSTIN LOPEZ HERRERA, Individually, and
on Behalf of All Others Similarly Situated,**

Plaintiff,

v.

PALAMERICAN SECURITY, INC.,

Defendant.

JURY TRIAL DEMANDED

PLAINTIFF’S ORIGINAL COMPLAINT, CLASS ACTION & JURY DEMAND

1. Plaintiff Agustin Lopez Herrera (“Plaintiff”) brings this class action on behalf of himself and other similarly situated individuals who have worked for PalAmerican Security, Inc. (“PalAmerican” or “Defendant”) seeking to recover for Defendant’s violations of Colorado state wage and hour laws. Plaintiff complains and alleges as follows:

INTRODUCTION

2. This is a class action complaint against Defendant to challenge its policies and practices of: (1) failing to pay non-exempt, hourly security guards for all hours worked; (2) failing to pay required overtime wages; (3) failing to provide meal periods; and (4) failing to provide rest periods.

3. Plaintiff is a non-exempt, hourly security guard work who works for Defendant in Aurora, Colorado. In this role, Plaintiff provides on-site security guard services for Defendants’ customers. Plaintiff seeks to represent other current and former non-exempt, hourly security guards of Defendant who work in Colorado. Plaintiff alleges Defendant has engaged in unlawful patterns and practices of failing to meet the requirements of Colorado wage and hour laws.

4. Defendant fails to compensate Plaintiff and putative Class Members for all of the time that they spend working for Defendant's benefit, including work performed pre-shift, post-shift, and outside of scheduled hours, all without compensation.

5. Because of these issues, Defendant does not pay Plaintiff and putative Class Members for all hours worked, including overtime wages. Ultimately, the daily time that Defendant requires Plaintiff and putative Class Members to work without compensation deprives them of substantial amounts of pay to which they are entitled under Federal law and the laws of the state of Colorado.

6. Plaintiff seeks full compensation on behalf of himself and putative Class Members for all unpaid wages due, plus interest, and penalties as allowed by the Colorado Wage Act, C.R.S. §§ 8-4-101, *et seq.* ("CWA"), the Colorado Minimum Wage Act, C.R.S. §§ 8-6-101, *et seq.* ("CMWA"), and all applicable Colorado Overtime and Minimum Pay Standards ("COMPS") Orders. Plaintiff seeks all relief available under applicable Colorado law, including declaratory and injunctive relief where authorized, restitution where available, reasonable attorneys' fees, costs of suit, pre- and post-judgment interest as permitted by law, and such other relief as the Court deems just and proper.

SUBJECT MATTER JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. §§ 1332(a) and 1332(d). Jurisdiction is proper because the amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and complete diversity exists. Specifically, Plaintiff is a citizen and resident of the State of Colorado, while Defendant is a foreign corporations organized under the laws of the State of Tennessee. Accordingly, the requirements for diversity jurisdiction and jurisdiction under the Class Action Fairness Act are satisfied.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391. The events giving rise to Plaintiff's claims occurred within this judicial district. Defendant resides in this judicial district and are subject to personal jurisdiction here.

PARTIES

9. Plaintiff Agustin Lopez Herrera began working for Defendant since approximately October 2025, as a non-exempt, hourly security guard in the State of Colorado, and is still currently employed in the same role.

10. The Colorado Class Members are all people who are or who have been employed by Defendant as non-exempt hourly-rate employees in the State of Colorado within the three (3) years preceding the filing of this Complaint to the conclusion of this litigation.

11. Defendant PalAmerican Security, Inc. is a corporation and maintains its headquarters in Petersburg, Florida. PalAmerican is registered with the Colorado Secretary of State as a corporation and does business in the State of Colorado.

12. At all relevant times, Defendant has done business under the laws of Colorado, have places of business in the State of Colorado, including in this district, and have employed putative Class Members in this district. Defendant is a “person” as defined by the laws of the State of Colorado.

FACTS

13. Defendant operates full-service security companies, operating across the United States. Defendant employs Plaintiff and putative Class Members as armed and non-armed security guards, patrol officers, and similar positions to provide full-service security services on the premises of Defendant’s customers.

14. Defendant employs hundreds of hourly non-exempt workers similarly situated to Plaintiff.

15. Plaintiff Lopez Herrera is employed by Defendant as a Security Guard, and has been since approximately October 2025.

16. Similar to Plaintiff, the putative Class Members are current and former non-exempt, hourly security guards who work, or have worked, for Defendant in Colorado.

17. Plaintiff and Class Members are responsible for providing security services to Defendant’s customers, carrying out armed security services, mobile patrol and emergency

response, parking management, and investigations and risk management services. Patrol Officers, Security Guards and Armed Security Guard's job duties typically entail preventive patrol, video surveillance monitoring, parking enforcement, incident response and reporting, first aid and safety, and customer service.

18. Defendant assigns Plaintiff and Class Members a predetermined work schedule, but Plaintiff and Class Members regularly work beyond their scheduled hours.

19. Defendant does not pay Plaintiff and Class Members for all hours worked. Rather, Defendant only pays Plaintiff and Class Members based on their scheduled work hours.

20. When Plaintiff and Class Members work more than forty hours in a workweek, Defendant does not pay them one and one-half times their regular hourly rate for all hours worked due to their failure to include time worked during meal periods, rest breaks, and "off-the-clock" in the total hours worked in a given work week.

21. Defendant requires Plaintiff and Class Members to arrive approximately twenty (20) to thirty (30) minutes before their scheduled start time. Plaintiff and Class Members are required to park in a designated parking lot and take a shuttle to Defendant's job site. Once at the job site, Plaintiff and Class Members are required to perform a hand-off with the outgoing security personnel they are relieving. This hand-off procedure involves discussing their specific job duties for the day and being briefed by the outgoing security personnel on potential issues. Plaintiff and Class Members, despite being required to arrive prior to their scheduled start time, are not allowed to clock in until their scheduled start time. Class Members, including Plaintiff, must wait for their turn to use Defendant's telephone system to clock in.

22. Because this work occurs before Plaintiff's and Class Members' scheduled shift time, it systematically goes unrecorded and uncompensated—even though it should be compensated at minimum wage under Colorado law and/or overtime rates, giving rise to minimum wage and overtime violations.

23. Defendant often calls and texts Plaintiff and Class Members while they are off the clock (*e.g.*, before the beginning of the shift, after the end of the shift, and on days off) to discuss

work matters or ask work-related questions. These calls typically occur several times a week and last about ten (10) minutes to one (1) hour or more on each occasion. Defendant's practices of underreporting hours and texting Class Members while off the clock results in Plaintiff and Class Members performing further off-the-clock work, including overtime work, which also goes unrecorded and unpaid by Defendant.

24. Additionally, when Plaintiff and Class Members attempt to take their off-duty meal periods, Defendant interrupts those meal periods by requiring them to perform additional work tasks. Specifically, Class Members, including Plaintiff, are required to carry Defendant-provided radios through which they are contacted and required to respond at all times, including while off the clock and during their meal periods. As a result, Plaintiff and Class Members are not relieved of all work duties during their meal periods.

25. Plaintiff and Class Members are effectively "on-call" whenever they do try to take such a break as they are required to take a radio and actively monitor it during any attempted rest or lunch breaks.

26. These 30-minute intervals also constitute compensable time under state law because Colorado Minimum Wage Order No. 35 § 7 requires that employees who have worked at least five (5) hours are entitled to a meal period of not less than thirty (30) continuous minutes during which the employee is relieved of all duties. If an employee is not relieved of all duties for thirty (30) continuous minutes during the meal period, the employer must pay the employee for the time as an "on-duty" meal period. *Id.* Further, Colorado Minimum Wage Act No. 35 § 8 requires that every employer shall provide to each employee, for each segment of four (4) hours or major part thereof worked in a work period, a rest period of not less than ten (10) continuous minutes during which the employee is relieved of all duties, without deduction from the employee's pay.

27. Defendant is aware that it maintains policies and practices that deprive its non-exempt, hourly employees of compensation for time worked, including overtime compensation. Therefore, the denial of wages to Plaintiff and putative Class Members is knowing and willful.

28. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct has been widespread, repeated, and consistent as to the putative Class members and throughout Defendant's operations in Colorado.

29. Defendant's conduct was knowing, willful, carried out in bad faith, and caused significant damages to Plaintiff and putative Class members in an amount to be determined at trial.

RULE 23 CLASS ACTION ALLEGATIONS

30. Plaintiff brings causes of action as a class action, on behalf of himself and all others similarly situated, pursuant to Fed. R. Civ. P. 23(a) and (b)(3).

31. The Class that Plaintiff seeks to represent is defined as follows:

All current and former non-exempt, hourly employees of PalAmerican Security, Inc., who worked in the State of Colorado within the three (3) years preceding the filing of this Complaint until the conclusion of this litigation.

32. This action has been brought and may properly be maintained as a class action because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable.

33. **Numerosity:** The potential members of the putative Class as defined are so numerous that joinder of all the members of the putative Class is impracticable. Joining each individual member of the Class as a plaintiff in this action is impracticable. Furthermore, the identities of the Class will be determined from Defendant's records, as will the compensation paid to each of them. As such, a class action is a reasonable and practical means of resolving these claims. To require individual actions would prejudice the Class and Defendant.

34. **Commonality:** There are questions of law and fact common to Plaintiff and the putative Class that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, but are not limited to:

- i. Whether Defendant fails to pay Plaintiff and Class Members for all hours worked;

- ii. Whether Defendant pay Plaintiff and Class Members on an hourly basis;
- iii. Whether Defendant fails to compensate Plaintiff and Class Members for work performed off-the-clock at a rate of one and one-half times their regular rate of pay for hours worked in excess of forty in a workweek in violation of Colorado law;
- iv. Whether Defendant fails to pay Plaintiff and Class Members at an overtime rate for all hours worked in excess of forty in a workweek;
- v. Whether Defendant fails to authorize and permit Plaintiff and Class Members to take a *bona fide* and uninterrupted meal break to which they were entitled under Colorado law;
- vi. Whether Defendant fails to authorize and permit Plaintiff and Class Members to take *bona fide* and uninterrupted rest breaks to which they were entitled under Colorado law;
- vii. Whether Plaintiff and Class Members are entitled to liquidated damages; and
- viii. The proper formula for calculating restitution, damages and penalties owed to Plaintiff and the Class as alleged herein.

35. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Defendant's common course of conduct in violation of law as alleged herein caused Plaintiff and Class Members to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the Class.

36. **Adequacy of Representation:** Plaintiff is a member of the Class, does not have any conflicts of interest with other Class Members, and will prosecute the case vigorously on behalf of the Class. Counsel representing Plaintiff is competent and experienced in litigating large employment class actions, including wage and hour cases. Plaintiff will fairly and adequately represent and protect the interests of the Class Members.

37. **Superiority of Class Action:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each proposed Class Member has been damaged and is entitled to recovery by reason of Defendant's illegal policies and/or practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

38. In the alternative, the Class may be certified because the prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual members of the Class which would establish incompatible standards of conduct for Defendant.

39. If each individual putative Class Member were required to file an individual lawsuit, Defendant would gain an unconscionable advantage because Defendant would be able to exploit and overwhelm the limited resources of each member of the Class with Defendant's vastly superior financial legal resources.

40. Requiring each individual Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by the Class Members who would be disinclined to pursue these claims against Defendant because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and well-being.

FIRST CLAIM FOR RELIEF

VIOLATIONS OF COLORADO WAGE CLAIM ACT, §§ 8-4-101, *et seq.*

FAILURE TO PAY OVERTIME

(On Behalf of Plaintiff and Class Members)

41. Plaintiff incorporates all allegations contained in the foregoing paragraphs.

42. At all relevant times, Defendant has been, and continues to be, an "employer" within the meaning of the Colorado Wage Claim Act ("CWCA"). At all relevant times, Defendant

has employed and continues to employ “employees,” including Plaintiff and the Class Members, within the meaning of the CWCA.

43. Under the CWCA, employers are required to pay employees all wages and compensation earned for labor or services performed. C.R.S. § 8-4-103(1)(a). The CWCA further provides employees with a private right of action to recover unpaid wages and compensation. C.R.S. § 8-4-110(2).

44. Pursuant to Colorado Minimum Wage Act No. 35 § 4, Defendant is required to pay Plaintiff and Class Members one and one-half times their regular rate of pay for all hours worked in excess of forty in a given workweek, when those wages were due, but willfully failed to do so.

45. Defendant enacted policies and/or practices that deprive Plaintiff and Class Members compensation for all hours worked in excess of forty in a workweek, including worked performed off-the-clock during interrupted meal breaks, and work duties performed “off-the-clock.”

46. Plaintiff has been damaged in an amount to be determined at trial. Plaintiff, on behalf of himself and the Class Members, Plaintiff and Class Members are entitled to recover all unpaid wages and compensation, together with all applicable statutory penalties, damages, costs, and reasonable attorneys’ fees available under the CWCA, including the penalties provided by C.R.S. § 8-4-109 and attorneys’ fees and costs pursuant to C.R.S. § 8-4-110 and other applicable provisions of law.

47. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

SECOND CLAIM FOR RELIEF

VIOLATIONS OF COLORADO WAGE CLAIM ACT, §§ 8-4-101, *et seq.*

FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED

(On Behalf of Plaintiff and Class Members)

48. Plaintiff incorporates all allegations contained in the foregoing paragraphs.

49. Under the applicable Colorado Overtime and Minimum Pay Standards (“COMPS”) Orders, including COMPS Order Nos. 38, 39, and 40, employers must pay employees all wages, including minimum wages for all time worked, to which they are entitled under the Colorado Constitution and Colorado law, together with reasonable attorney fees and court costs.

50. As described above, Defendant maintains policies and procedures which create a working environment where hourly employees are routinely compensated at a rate that is less than the statutory minimum wage. Plaintiff and putative class routinely work time off-the-clock without compensation for this time. For instance, Plaintiff and putative class are not compensated for time spent working during their meal and rest periods. This time spent working through meal and rest periods goes unrecorded and uncompensated. As a result, Defendant failed to pay Plaintiff and class members all regular, non-overtime wages due in violation of Colorado law.

51. Plaintiff has been damaged in an amount to be determined at trial. Plaintiff, on behalf of himself and the Class Members, hereby demands payment in an amount sufficient to reimburse Plaintiff and Class Members for all unpaid minimum wages. Moreover, Defendant is liable to Plaintiff and the Class Members for the penalties and liquidated damages as set forth in this Complaint, with interest thereon.

52. Wherefore, Plaintiff and the putative class request relief as hereinafter provided

THIRD CLAIM FOR RELIEF

VIOLATIONS OF THE COLORADO OVERTIME AND MINIMUM PAY

STANDARDS ORDER (“COMPS ORDER”), RULE 5.1

MEAL PERIOD VIOLATIONS

(On Behalf of Plaintiff and Class Members)

53. Plaintiff incorporates all allegations contained in the foregoing paragraphs.

54. Plaintiff and Class Members brings this claim against Defendant for violation of the Colorado Overtime and Minimum Pay Standards Order (“COMPS Order”), including Rule 5.1, and applicable Colorado wage-and-hour laws.

55. At all relevant times, Plaintiff and Class Members were employees covered by the COMPS Order, and Defendant is an employer subject to its requirements.

56. Under Rule 5.1 of the COMPS Order, employees working shifts exceeding five (5) consecutive hours are entitled to an uninterrupted and duty-free meal period of at least thirty (30) minutes. A meal period may be unpaid only when an employee is completely relieved of all duties and permitted to engage in personal activities.

57. Plaintiff and Class Members regularly work shifts exceeding five (5) consecutive hours and are purportedly provided thirty-minute meal periods during which they are required to clock out and are not compensated.

58. Plaintiff and Class Members are required to remain on duty and available to respond to security-related matters, including by carrying and monitoring employer-provided radios and/or other communication devices and responding to communications and work-related requests during their purported meal periods.

59. Defendant therefore requires Plaintiff and Class Members to continue performing work and/or remain subject to Defendant's direction and control during their meal periods. Plaintiff and Class Members are not free from work duties and are not permitted to use these periods solely for their own personal activities.

60. Defendant's conduct violates Rule 5.1 of the COMPS Order and results in Plaintiff and Class Members performing compensable work without receiving the wages to which they are entitled.

61. Plaintiff and Class Members are entitled to recover all unpaid wages and compensation resulting from Defendant's violations, together with all applicable statutory damages, penalties, interest, attorneys' fees and costs, and other relief available under the COMPS Order, the Colorado Wage Claim Act, C.R.S. §§ 8-4-101, *et seq.*, and applicable law.

62. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

FOURTH CLAIM FOR RELIEF

VIOLATIONS OF THE COLORADO OVERTIME AND MINIMUM PAY

STANDARDS ORDER (“COMPS ORDER”), RULE 5.2

REST PERIOD VIOLATIONS

(On Behalf of Plaintiff and Class Members)

63. Plaintiff incorporates all allegations contained in the foregoing paragraphs.

64. Pursuant to Colorado Overtime and Minimum Pay Standards Order (“COMPS Order”), every employer is required to provide each employee, for each segment of four hours of work, a compensated rest period of not less than ten continuous minutes during which the employee is relieved of all duties, without deduction from the employee’s pay. *See* Rule 5.2

65. Plaintiff and Class Members generally work shifts lasting eight (8) to ten (10) hours per shift. Accordingly, Plaintiff and Class Members are entitled to two (2) separate rest periods lasting ten (10) minutes each during which Plaintiff and Class Members should be compensated and relieved of all duties. As discussed above, Plaintiff and Class Members are subject to interruption and are consistently denied requisite rest periods.

66. Plaintiff and Class Members are entitled to compensation for all missed rest periods in violation of the rest break requirements provided by Colorado law.

67. Plaintiff and Class Members are entitled to recover all wages, additional compensation, damages, penalties, interest, attorneys’ fees and costs, and other relief available under the COMPS Order, the Colorado Wage Claim Act, C.R.S. §§ 8-4-101, *et seq.*, and applicable Colorado law.

68. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

PRAYER

69. For these reasons, Plaintiff and Class Members respectfully request that judgment be entered in their favor awarding the following relief:

- i. An order preventing Defendant from retaliating in any way against Plaintiff and any Class member who joins or elects not to opt-out of the present suit based on their pursuit of these claims alleged herein;
- ii. An order certifying this case as a Class Action under Fed. R. Civ. P. 23;
- iii. An order finding that Defendant violated Colorado law;
- iv. All unpaid regular wages due under Colorado law;
- v. All unpaid overtime wages due under Colorado law;
- vi. All attorneys' fees, costs and disbursements as provided by Colorado law;
- vii. For an order awarding Plaintiff and Class Members pre- and post-judgment interest at the highest rates allowed by law;
- viii. Such other and further relief to which Plaintiff and Class Members may be entitled at law or in equity.

Dated: August 12, 2026

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: August 12, 2026
