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10 **Attorneys for Plaintiff LaToya Dennis**

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
07/27/2022
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN FRANCISCO**

13 **LATOYA DENNIS,**

14 **Plaintiff,**

15 **v.**

16 **GLOBAL THREAT SOLUTIONS, LLC;**
17 **and DOES 1-50, inclusive,**

18 **Defendants.**

19 **Case No.:**

CGC-22-600950

20 **COMPLAINT FOR DAMAGES FOR**

- 21 **1. SEX HARASSMENT**
- 22 **2. RETALIATION**
- 23 **3. FAILURE TO PREVENT**
- 24 **HARASSMENT/RETALIATION**
- 25 **4. FAILURE TO TIMELY FURNISH**
- 26 **ACCURATE WAGE STATEMENTS**
- 27 **5. FAILURE TO REIMBURSE FOR**
- 28 **EMPLOYMENT EXPENSES**
- 6. PRIVATE ATTORNEYS GENERAL ACT**
- CLAIM FOR VIOLATIONS OF LABOR**
- CODE §§ 226(a), & 2802**

JURY TRIAL DEMANDED

Plaintiff LaToya Dennis brings this action on her own behalf and as proxy for California's Labor and Workplace Development Agency against Global Threat Solutions, LLC, a corporation; and Does 1 through 100, for general, compensatory, and punitive damages, civil and statutory penalties, injunctive relief, declaratory relief, costs, and attorneys' fees, resulting from Defendants' unlawful and tortious conduct, and as grounds therefore alleges:

PARTIES

1. LaToya Dennis (“Plaintiff” or “Dennis”) at all times relevant herein was employed in the City of San Francisco, San Francisco County, California, and was an “employee” as defined by Government Code section 12926(c) and the California Labor Code.

2. Defendant Global Threat Solutions, LLC (“Global Threat”), is a corporation incorporated under the laws of New York, which is licensed to do business, and does do business within California, with its principal place of business in California in the City of Los Angeles, and is an “employer” as defined by Government Code sections 12926(d) and 12940(a) and the California Labor Code.

3. Defendant Global Threat, and Does 1-100 are collectively referred to herein as Defendants.

4. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise, and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff’s injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

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7. Plaintiff hereby demands a jury trial as to all claims that are legally subject to trial before a jury.

8. Global Threat offers security services.
9. Global Threat hired Plaintiff Dennis in January of 2022.
10. Plaintiff worked security in San Francisco at the Dior job site, and was promoted to the position of supervisor in February 2022.

11. Both as a supervisor and before, Plaintiff was required to use her personal phone and cell services for her work. She was required to install and use “WhatsApp” to communicate with Global Threat and its employees. Such communications were typically regarding communicating arrival or estimated arrival at a work site, and providing visual proof of such arrival. Plaintiff purchased a phone and paid cellular service charges for these purposes, but was not reimbursed for either by Defendants.

12. Upon becoming a supervisor, Plaintiff Dennis' duties required that she communicate with other security personnel of Global Threat to confirm arrival at the designated work site. In this context, she was repeatedly subjected to unwelcomed harassment by fellow employees, including being sent pornographic materials, being asked for "nudes", and being sent nude pictures of fellow employees. She was also texted offensive comments such as being called a "black bitch" and told that her private part was "probably a black hole."

1 13. Plaintiff complained to Global Threat about these actions but Global threat took no
2 action to prevent the harassment or to hold the male guards accountable for their actions.

3 14. In order to avoid further sexual harassment, Plaintiff Dennis gave up her
4 supervisory position so she would not have to have phone contact with the male security guards
5 who were harassing her.

6 15. On February 26, 2022, Global Threat retaliated against Plaintiff Dennis by
7 terminating her employment on the false and pretextual claim that she had been smoking marijuana
8 on the job. In fact, she was terminated for opposing the sexual harassment she had been enduring
9 on the job.

10 16. Plaintiff filed a complaint with the Department of Fair Employment and Housing
11 (“DFEH”) of Defendants illegal conduct on May 25, 2022, and received a right-to-sue letter on the
12 same date. Attached as Exhibit A is Plaintiff’s Complaint with the DFEH and Right to Sue letter,
13 which is incorporated by this reference as though fully set forth herein. Plaintiff served a copy of
14 same on Defendant Global Threat by certified mail on May 25, 2022.

15 17. Attached as Exhibit B to this complaint and incorporated by this reference is a true
16 and correct copy of Plaintiff’s May 13, 2022, notice to the Labor Workforce and Development
17 Agency of California Labor Code.

18 18. As set forth in Exhibit B, while employed by Defendant Global Threat, Plaintiff was
19 not timely issued wage statements in violation of Labor Code section 226(a).

20 19. Also as set forth in Exhibit B, Global Threat violated Labor Code section 2802 by
21 requiring Plaintiff Dennis and other employees to use their own cell phones and cell services for
22 work related purposes, without reimbursing the costs associated with this usage.

23 **PRIVATE ATTORNEYS GENERAL ACT ALLEGATIONS**

24 20. The Private Attorneys General Act (“PAGA”), as set forth at California Labor
25 Code § 2698 *et seq.*, is and at all times relevant herein was applicable to Plaintiff Dennis’
26 employment by Defendant Global Threat and DOES 1 to 100.

27 21. Pursuant to Labor Code § 2699(a) any provision of the Labor Code which provides
28 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency

1 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
2 action brought by an aggrieved employee on behalf of himself or herself and other current or
3 former employees pursuant to the procedures outlined in Labor Code § 2699.3. California Labor
4 Code § 2699(a).

5 22. Pursuant to PAGA, an “aggrieved employee” is “any person who was employed by
6 the alleged violator and against whom one or more of the alleged violations was committed.”
7 Labor Code § 2699(c).

8 23. Plaintiff Dennis was employed by Defendant Global Threat and DOES 1 to 100 and
9 the alleged violations were committed against her during her time of employment and have
10 continued thereafter. Plaintiff Dennis is therefore an aggrieved employee as defined by Labor
11 Code § 2699(c). Other current and former employees are also aggrieved employees in that one or
12 more of the alleged violations were committed against them during their time of employment with
13 Defendants.

14 24. Defendant Global Threat and DOES 1 to 100 violated the Labor Code as to Plaintiff
15 Dennis and other current and former employees it employed and/or employs within California by
16 willfully failing to issue timely wage statements as required by Labor Code § 226, and by failing to
17 reimburse employees for their required use of cell phones and cell service pursuant to Labor Code
18 § 2802, as set forth with greater detail in Exhibit B.

19 25. Pursuant to Labor Code section 226.3, the civil penalty for the failure to issue a
20 timely wage statement is \$250 per violation.

21 26. Pursuant to Labor Code § 2699(a), the civil penalty recoverable in a PAGA action
22 for violation of Labor Code § 2802 is \$100 for the initial violation per employee per pay period and
23 \$200 for each subsequent violation per employee per pay period. Lab. Code § 2699(f).

24 27. Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover
25 the civil penalty on behalf of himself or herself and other current or former employees against
26 whom one or more of the alleged violations was committed. Furthermore, any employee who
27 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.

1 28. Pursuant to Labor Code § 2699.3, an aggrieved employee, including Plaintiff
2 Dennis, may pursue a civil action arising under PAGA after the following requirements have been
3 met:

4 a. The aggrieved employee shall give written notice by online filing to the
5 LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of
6 the specific provisions of California Labor Code alleged to have been violated,
7 including the facts and theories to support the alleged violations;

8 b. The LWDA shall provide notice (hereinafter “LWDA’s Notice”) to the
9 employer and the aggrieved employee by certified mail that it does not intend to
10 investigate the alleged violation within 60 days of the postmark date of the
11 Employee’s Notice. Upon receipt of the LWDA’s Notice, or if the LWDA does not
12 provide notice with 65 calendar days of the postmark date of the Employee’s
13 Notice, the aggrieved employee may commence a civil action pursuant to California
14 Labor Code § 2699 to recover civil penalties in addition to any other penalties to
15 which the employee may be entitled.

16 c. For all alleged violations not enumerated in Labor Code § 2699.5, the
17 employer is given thirty-three (33) days to cure and notify the aggrieved employee
18 by certified mail that the violation has been cured. If the violation is not cured, the
19 aggrieved employee may commence a civil action pursuant to California Labor
20 Code § 2699 to recover civil penalties in addition to any other penalties to which the
21 employee may be entitled.

22 29. On May 13, 2022, Plaintiff Dennis provided written notice by certified mail to
23 Defendants and by online filing to the LWDA of the specific provisions of the Labor Code alleged
24 to have been violated, including the facts and theories to support the alleged violations.

25 30. As of the date of this complaint, which is more than sixty-five (65) days after the
26 May 13, 2022 notice letter, the LWDA has not responded to Plaintiff Dennis’ notification or
27 otherwise indicated an intention to investigate her claims. Plaintiff Dennis has therefore satisfied
28 the administrative prerequisites under Labor Code § 2699.3 to bring a civil action to recover

1 penalties against Defendants, in addition to other remedies, for violations of California Labor
2 Code, including but not limited to §§ 226, and 2802.

3 31. As of the date of this complaint, Defendants have not furnished any notification
4 reflecting that any of the violations alleged in the Employee' Notice have been cured pursuant to
5 California Labor Code section 2699.3, subdivision (c).

6 **FIRST CAUSE OF ACTION**
7 **VIOLATION OF GOVERNMENT CODE SECTIONS 12940(j)**
8 **(Sexual Harassment)**
9 **Against All Defendants**

10 32. Plaintiff hereby realleges and incorporates by reference each and every allegation
11 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 33. It is unlawful for any person or employer to harass employees because of their sex
14 or gender. Gov't. Code § 12940(j).

15 34. Nevertheless, Plaintiff was subjected to unwanted sexual harassment as outlined
16 above in Paragraph 12. When she complained of this, Defendants, aware of the harassing conduct,
17 took no action and permitted the unwanted harassment to continue. Defendants then ratified the
18 conduct of the harassing employees by terminating Plaintiff's employment based on false claims
19 made that she smoked marijuana on the job.

20 35. Because of the actions and inactions of Defendants, and each of them, as outlined
21 above, Plaintiff Dennis was subjected to a hostile, offensive, oppressive, or intimidating work
22 environment, which deprived her of her statutory right to work in a place free of discrimination
23 because the harassing conduct sufficiently offended, humiliated, distressed, and/or intruded upon
24 her and disrupted her emotional tranquility in the workplace, affected her ability to perform the job
25 as usual, or otherwise interfere with and undermine her personal sense of well-being.

26 36. The acts taken toward Plaintiff Dennis were carried out by Defendants Global
27 Threat and DOES 1 to 100 acting in an oppressive, fraudulent and malicious manner, and were
28 performed by managing agents, among others, Operations Supervisor Luis Leal Contreras, in order
to injure or damage Plaintiff, thereby justifying an award to her of punitive damages.

1 37. As a direct and proximate result of Defendants conduct, Plaintiff has been harmed
2 and requests relief as hereafter provided.

3 **SECOND CAUSE OF ACTION**
4 **VIOLATION OF GOVERNMENT CODE SECTIONS 12940(h)**
5 **(Retaliation)**
6 **Against All Defendants**

7 38. Plaintiff hereby realleges and incorporates by reference each and every allegation
8 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 39. The FEHA prohibits employers from retaliating against any employee who opposes
11 illegal activities under the FEHA. Gov't Code § 12945(h).

12 40. When Plaintiff Dennis complained of illegal activity and harassing conduct by
13 Defendants, she was retaliated against by having her employment terminated by Defendants.

14 41. The acts taken toward Plaintiff Dennis were carried out by Defendants Global
15 Threat and DOES 1 to 100 acting in an oppressive, fraudulent and malicious manner, and were
16 performed by managing agents, among others, Operations Supervisor Luis Leal Contreras, in order
17 to injure or damage Plaintiff, thereby justifying an award to her of punitive damages.

18 42. Wherefore, Plaintiff has been harmed and requests relief as hereafter provided.

19 **THIRD CAUSE OF ACTION**
20 **VIOLATION OF GOVERNMENT CODE SECTION 12940(k)**
21 **(Failure to Prevent Harassment, and Retaliation)**
22 **Against All Defendants**

23 43. Plaintiff hereby realleges and incorporates by reference each and every allegation
24 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
25 allegations of this cause of action.

26 44. The FEHA requires an employer to take all reasonable steps necessary to prevent
27 harassment and retaliation from occurring. Gov. Code § 12940(k).

28 45. Defendant Global Threat and Does 1 to 100 at all times relevant herein were
Plaintiff's employer pursuant to Government Code section 12926(d) and were therefore required to
prevent harassment and retaliation pursuant to Government Code section 12940(k).

46. Defendants knew or should have known of the harassment, and retaliation but did nothing to prevent it. Instead, Defendants permitted and/or acquiesced to the harassment and retaliation. Consequently, Defendants failed to take all reasonable steps to prevent the discrimination and retaliation from occurring in violation of Government Code section 12940(k).

47. The acts taken toward Plaintiff Dennis were carried out by Defendants Global Threat and DOES 1 to 100 acting in an oppressive, fraudulent and malicious manner, and were performed by managing agents, among others, Operations Supervisor Luis Leal Contreras, in order to injure or damage Plaintiff, thereby justifying an award to her of punitive damages.

48. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed and requests relief as hereafter provided.

FOURTH CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 226(a)
(Failure to Timely Furnish Accurate Wage Statements)
Against All Defendants

49. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

50. As set forth above, Defendant Global Threat and DOES 1 to 100 violated sections 226(a) by failing to provide wage statements to Plaintiff at the time she was paid.

51. These failures were intentional and were not result of a clerical mistake or error.

52. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee during the pay period or any of the other information required to be provided pursuant to Labor Code § 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name and address of the employer and iv) the name of the employee and the last four digits of his or her social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-(iv). “Promptly and easily determine” means a reasonable person would

1 be able to readily ascertain the information without reference to other documents or information.
2 Labor Code § 226(e)(2)(C).

3 53. Because no reasonable person could discern the information to be provided in a
4 wage statement as required by Labor Code § 226(a)(1)to(9), without a wage statement, Plaintiff has
5 been injured as a matter of law for each pay period that she was employed by Defendants.

6 54. The penalty for each such violation is \$50 for the initial pay period, and \$100 for
7 each subsequent pay period up to \$4,000 under Labor Code § 226(e).

8 55. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed
9 and requests relief as hereafter provided.

10 **FIFTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 2802**
12 **(Failure to Reimburse for Expenses Incurred for Employer)**
13 **Against All Defendants**

14 56. Plaintiff Dennis hereby realleges and incorporates by reference all paragraphs and
15 allegations in this Complaint, except to the extent any paragraph or allegation is inconsistent with
16 the allegations of this cause of action.

17 57. Labor Code § 2802 provides, in relevant part: "[a]n employer shall indemnify his or
18 her employee for all necessary expenditures or losses incurred by the employee in direct
19 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
20 employer, even though unlawful, unless the employee, at the time of obeying the directions,
21 believed them to be unlawful."

22 58. Nevertheless, Defendants, and each them, required Plaintiff Dennis to use her own
23 cell phone and cell service for its purposes, as set forth above in Paragraph 11, above.

24 59. Plaintiff incurred costs for her phone and cell service in an amount to be
25 determined.

26 60. Labor Code § 2802(b) provides for legal interest to accrue from the time of the
27 expenditure. Labor Code § 2802(c) provides for attorneys' fees and costs incurred in collecting the
28 unreimbursed expenses charged to, or incurred by, the employee.

1 61. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed
2 and requests relief as hereafter provided.

3 **SIXTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR LAWS**
5 **(PRIVATE ATTORNEYS GENERAL ACT)**
6 **Against All Defendants**

7 62. Plaintiff hereby realleges and incorporates by reference each and every allegation
8 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 63. As set forth above, Plaintiff Dennis has completed the prerequisite notice process to
11 the LWDA to act as its proxy to prosecute Labor Code violations by Defendant Global Threat on
12 her behalf and on behalf of other current and former employees.

13 64. As set forth above and in Exhibit B, Defendant Global Threat has violated Labor
14 Code §§ 226 and 2802.

15 65. Each violation as to any current or former employee results in a civil penalty
16 assessment as applicable. In the case of violations of Labor Code § 226, the operative civil penalty
17 is provided by Labor Code § 226.3, which is \$250 per violation. For violations of Labor Code §
18 2802. Where no civil penalty is set out for a violation, such as is the case for Labor Code § 2802,
19 the default penalty provision of Labor Code § 2699(f) applies (\$100 for the initial violation per
20 employee per pay period and \$200 for each subsequent violation per employee per pay period.)

21 66. On information and belief, Defendant Global Threat has not changed its unlawful
22 practices; hence, ongoing civil penalties apply until such time as it stops its unlawful practices.

23 67. Wherefore, Plaintiff Dennis seeks civil penalties pursuant to PAGA as set forth
24 below.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays judgment against Defendants:

27 **As to the First, Second, and Third Causes of Action:**

- 28 1. For economic (special) and non-economic (general) damages in an amount yet
unknown, but in excess of the minimum jurisdictional limit of this Court;

2. For injunctive relief;
3. For punitive and/or exemplary damages;
4. For statutory attorneys' fees and costs, including those available under Government Code section 12965(b);
5. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including that available under Civil Code sections 3287(a) and 3289(b);
6. For such other and further relief as the Court deems just and proper.

As to the Fourth and Fifth Causes of Action:

1. For statutory penalties and reimbursement, including but not limited to those available under Labor Code §§ 226.3, and 2802(a);
2. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including that available under Civil Code sections 3287(a) and 3289(b) and Labor Code § 2802(b);
3. For statutory attorneys' fees and costs, pursuant to Labor Code §§ 2802(c) and 226(e);
4. For such other relief that the court deems just and proper.

As to the Sixth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code §§ 226.3, 226(e), and 2699(f);
2. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code §§ 226(e) and 2699(g);
3. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b), and Labor Code § 2802(b); and
4. For such other and further relief as the court deems just and proper.

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1 **DATED:** July 27, 2022

MAYALL HURLEY P.C.

2
3 By



WILLIAM J. GORHAM III
Attorneys for Plaintiff
LaToya Dennis

Exhibit A

LAW OFFICES

MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE

450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

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2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253

FAX (209) 473-4818

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JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

May 25, 2022

SENT VIA CERTIFIED MAIL

Global Threat Solutions, LLC
5757 West Century Blvd., Ste. 700
Los Angeles, CA 90045

Re: LaToya Dennis

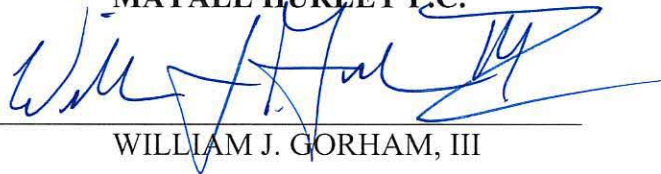
To Whom It May Concern:

Enclosed is a copy of Global Threat Solutions, LLC, former employee LaToya Dennis' complaint filed today with the California Department of Fair Employment and Housing ("DFEH") against Global Threat Solutions, LLC, as well as the Notice of Case Closure and Right-to-Sue issued by the DFEH granting Ms. Dennis the right to bring a civil lawsuit against Global Threat Solutions, LLC, for violations of the California Fair Employment and Housing Act.

Sincerely,

MAYALL HURLEY P.C.

By



WILLIAM J. GORHAM, III

Enclosure



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

May 25, 2022

LaToya Dennis
1428 89th St, Apt. A
Oakland, CA 94621

RE: **Notice to Complainant**
DFEH Matter Number: 202205-17102025
Right to Sue: Dennis / Global Threat Solutions, LLC

Dear LaToya Dennis:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

May 25, 2022

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202205-17102025
Right to Sue: Dennis / Global Threat Solutions, LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

May 25, 2022

LaToya Dennis
1428 89th St, Apt. A
Oakland, CA 94621

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202205-17102025
Right to Sue: Dennis / Global Threat Solutions, LLC

Dear LaToya Dennis:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective May 25, 2022 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfef.ca.gov

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1 required, among other things, to monitor punctuality of other security officers. This process
2 would involve text messaging to other security guards regarding their attendance and
3 location. On several such instances, Claimant was subject to sexual harassment including
4 being called a "black bitch", being told her private part was "probably a black hole", was
5 asked to "send nudes" and was sent nude pictures. When Claimant complained of this, her
6 manager took no action to prevent the harassment or to hold the male guards accountable
7 for their actions. Consequently, Claimant gave up her supervisory position so she would not
8 have to have phone contact with the male security guards who were harassing her.
9 Respondent then retaliated against Claimant by terminating her on the false claim that she
10 had been smoking marijuana on the job. In fact, she was terminated for opposing the
11 sexual harassment she had been enduring on the job. In so acting, Respondent violated the
12 FEHA by knowingly allowing employees to sexual harass Claimant, sexually harassing
13 Claimant, retaliating against Claimant, and failing to prevent harassment and/or retaliation.
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1 VERIFICATION

2 I, **William J. Gorham III**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On May 25, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Stockton, California**
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MAYALL, HURLEY
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253

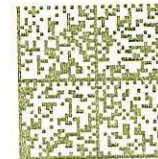


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02 4W
0000369527 MAY 25 2022

Global Threat Solutions, LLC
5757 West Century Blvd., Ste. 700
Los Angeles, CA 90045



May 27, 2022

Dear Julie Zeyen:

The following is in response to your request for proof of delivery on your item with the tracking number:
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Status Date / Time:	May 27, 2022, 4:44 pm
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Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Shipment Details

Weight:	3lb, 10.1oz
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Recipient Signature

Signature of Recipient:

COVID
GLOBAL THREAT

Address of Recipient:

1757 W
CENTUR
#700

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Exhibit B

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MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253
FAX (209) 473-4818
TELEPHONE (209) 477-3833
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

May 13, 2022

SUBMITTED VIA ONLINE CLAIM NOTICE
<https://dir.tfaforms.net/308>

The State of California Labor and Workforce Development Agency

SENT VIA CERTIFIED MAIL

Global Threat Solutions, Inc.
5757 Century Blvd., Suite 700
Los Angeles, CA 90045

Re: Latoya L. Dennis

To Whom It May Concern:

This firm represents Latoya L. Dennis relating to her former employment as a security guard Global Threat Solutions, Inc. ("Employer"). In accordance with California Labor Code § 2699.3, this letter shall serve as Ms. Dennis's written notice regarding the following violations, and facts and theories supporting the violations, on her behalf and, as a proxy for the Labor and Workforce Development Agency ("LWDA"), on behalf of current and other former California employees of Employer. Notice to the LWDA has been submitted online, in accordance with the process described on the California Department of Industrial Relations' website at <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

Employer is a New York security guard company with employees in California. Employer employed Ms. Dennis from on or about January of 2022 until early March of 2022. During that time, Ms. Dennis worked for a customer in San Francisco, California.

As to Ms. Dennis, and current and other former employees in the State of California, Employer committed the following Labor Code violations.

Labor and Workforce Development Agency
Global Threat Solutions, Inc.
Re: Latoya Dennis
May 13, 2022
Page 2 of 3

VIOLATION OF LABOR CODE § 2802:

Employer required California employees to use their cellular phones to take pictures verifying their arrival at the job site. It also required its California employees to download the app “WhatsApp” to their phones, which was then used to communicate when the employees arrived at and departed the job site. However, Employer did not reimburse its California employees, or any of them, for cell phones or cellular phone charges. Labor Code section 2802 requires employers to reimburse employees for expenses employees incur on behalf of the employer in the course and scope of the employment relationship. Ms. Dennis was not paid a stipend or otherwise reimbursed for her cell phone or cell phone usage. Nor was she issued a cell phone for use by Employer. On information and belief, Ms. Dennis believes this is true for other California employees, both current and former. The civil penalty for these violations is, pursuant Labor Code §2699(f), \$100 per violation, per pay period.

VIOLATION OF LABOR CODE § 226(a):

Employer did not issue its California employees wage statements at the time of payment of wages. Labor Code §226(a), in pertinent part, provides that “[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing” Ms. Dennis was never issued a wage statement with her pay. On information and belief, Ms. Dennis believes this was true for all California employees, both current and former. Each such failure carries a \$250 fine pursuant to Labor Code section 226.3, per pay period.

In addition to these penalties, attorneys’ fees and costs are to be awarded to legal counsel to a party acting as proxy to the LWDA pursuant to Labor Code § 2699(g), and any other applicable statute providing for such reimbursement of fees and costs.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or to my client, Ms. Dennis.

If the LWDA does not intend to investigate these violations, Ms. Dennis intends to file a civil complaint against Employers pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for

Labor and Workforce Development Agency

Global Threat Solutions, Inc.

Re: Latoya Dennis

May 13, 2022

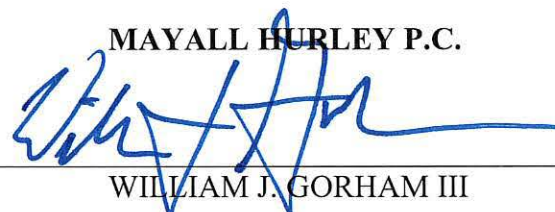
Page 3 of 3

the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By



WILLIAM J. GORHAM III

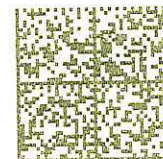
cc: client

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02 4W
0000369527 MAY 13 2022

Global Threat Solutions, Inc.
5757 Century Blvd., Suite 700
Los Angeles, CA 90045



May 17, 2022

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Extra Services:	Certified Mail™
	Return Receipt Electronic

Shipment Details

Weight:	1lb, 8.8oz
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Recipient Signature

Signature of Recipient:	C0117 GLOBAL THREAT
Address of Recipient:	5757 W CENTURY #700

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