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Attorneys for Plaintiff ROY WOODS, an individual.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By A. Gidron ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ROY WOODS, an individual

Plaintiff,

v.

SECURITAS TECHNOLOGY CORPORATION, a Delaware Corporation and DOES 1-10, inclusive,

Defendants

CASE NO. 25CU006446C

COMPLAINT FOR:

1. **EMPLOYMENT DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA CALIFORNIA GOVERNMENT CODE §§ 12940 *et seq.*;**
2. **FAILURE TO PAY ALL COMPENSATION OWED (COMMISSIONS)**
3. **WAGE STATEMENT VIOLATIONS**
4. **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
5. **FAILURE TO PAY WAGES UPON SEPARATION**
6. **BUSINESS AND PROFESSIONS CODE § 17200 VIOLATIONS**

Demand for Jury Trial

COMES NOW Plaintiff ROY WOODS, an Individual, ("Plaintiff") and alleges for his complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Discrimination, Harassment, and Retaliation protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, and Government Code.
2. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiff's injuries occurred in the County of San Diego, State of California.
3. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant SECURITAS TECHNOLOGY CORPORATION, was and is a Delaware Corporation doing business throughout the state, including the County of San Diego, State of California. (Referred to herein as "Defendant" or "Securitas").
4. Plaintiff is presently unaware of the true names, capacities and liability of Defendants named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiff will seek leave of court to amend this complaint to allege their true names and capacities after the same have been ascertained.
5. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants are responsible in some manner for the wrongs and damages as herein alleged, and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants, and in doing the actions mentioned below, was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the co-defendants. Plaintiff's injuries as herein alleged were

proximately caused by said defendants. Wherever it is alleged herein that any act or omission was done or committed by any specially named Defendant or Defendants, Plaintiff intends thereby to allege and does allege that the same act or omission was also done and committed by each and every defendant named as a DOE, both separately and in concert with the named Defendant or Defendants.

6. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, including DOES 1 through 10, are and at all times herein mentioned were either individuals, sole proprietorships, partnerships, registered professionals, corporations, alter egos or other legal entities which were licensed to do and/or were doing business in the County of San Diego State of California at all times relevant to the subject matter of this action.

7. On November 24, 2024, Plaintiff applied for and received a "right-to-sue" letter from the Civil Rights Department for the State of California (hereinafter "CRD"). Please see **Exhibit A**.

FACTUAL BACKGROUND

8. Plaintiff originally commenced working for a predecessor company Stanley Security, that was later acquired by Defendant Securitas. During his time with Stanley, he served as a Branch Manager, and was later promoted to Southern California Area Manager. Plaintiff later voluntarily left the company. Plaintiff returned to the company and resumed working for the Company on or around October of 2018. Upon his return, Plaintiff was offered the role of National Account manager. Plaintiff's employment with Defendant lasted through July 29, 2024, wherein he was involuntarily terminated. Throughout his employment with Defendant, Plaintiff has performed his job in a capable and competent manner and was commended for doing so.

9. Plaintiff was not given accounts when he first started working for Defendant. Plaintiff eventually developed his own accounts. Some examples of major accounts developed include TCS International, a division of TATA; General Atomics; Electronics Arts; Fox Station

Group and Studio; Life Science; and Thermal Fisher.

10. During Plaintiff's approximate ten years in working for Defendant, Plaintiff had nine different sales managers and was moved to various sales groups. Over these ten years, Plaintiff had very good production, averaging around 1 million to 2.5 million dollars in sales.

11. Toward the end of his employment, Plaintiff had his most lucrative accounts taken away from him.

12. While Plaintiff was working under Jerry Walker for three months, the Thermal Fisher account was taken away from him. Mr. Walker said that Plaintiff would be given another account to replace accounts that were taken away from him. This did not occur.

13. In late 2023, the sales group was reorganized and Plaintiff was assigned to Pam Rendek. It should be noted, that at this time, a company named Avigilon wanted to hire Plaintiff for a southern California manager position, but Ms. Rendek refused to recommend him for the job. Plaintiff was told by the manager that wanted to hire him that Ms. Rendek expressed that Plaintiff was "too long", in reference to his age. Plaintiff was about 60 years old at this time.

14. Ms. Rendek never honored Mr. Walker's commitment to give Plaintiff new accounts to replace the accounts that were taken away. All of the accounts taken away from Plaintiff were given to younger new employees.

15. To help representatives in the enterprise division, Ms. Rendek would give them leads and assign them to work with other representatives that needed help. These representatives were newer and much younger than Plaintiff. In the total 18 months working under Ms. Rendek, she never offered Plaintiff any leads or assistance from others to help Plaintiff increase his installation numbers. Younger representatives were given all of these opportunities.

16. Defendant, through Mrs. Rendek, reassigned Plaintiff's better accounts to younger representatives that were struggling to meet sales goals. All of those representatives were younger than Plaintiff and cost less for Defendant to employ.

17. In March of 2024, Plaintiff had a review with Ms. Rendek and Human Resources ("HR")

Representative SaraBeth Gonzalez. They placed Plaintiff on a "Performance Improvement Plan" ("PIP"). Plaintiff stated concerns during this review that this PIP was designed to give grounds to fire him in the next two months, as the quotas and marks he was required to hit were completely unrealistic. Furthermore, this PIP was designed for a CORE representative, and Plaintiff was a enterprise representative. Ms. Rendek and Ms. Gonzalez told Plaintiff that they would rewrite the PIP and send it to him. However, Plaintiff never received a copy of a re-written PIP.

18. Within the enterprise group that Plaintiff was a part of, seven other sales representatives were lower than Plaintiff in terms of sales performance and none of them were placed on a PIP or terminated.

19. After the review with Ms. Rendek and Ms. Gonzalez, Plaintiff sent a letter to HR and the Senior Vice President Jerry Walker expressing his complaints about the PIP and the discriminatory treatment from Mrs. Rendek while working under her. Plaintiff asked that this letter be kept confidential. Plaintiff never received a response from Securitas Human Resources or Mr. Walker. Furthermore, Ms. Rendek was made aware of Plaintiff's complaints regarding her treatment of Plaintiff.

20. On July 29, 2024, Ms. Rendek asked for a meeting with Plaintiff to discuss his plans for the next two months. However, within minutes of the call starting, Ms. Rendek informed him Defendant had terminated his employment.

21. On November 24, 2024, Plaintiff applied for and received a "right-to-sue" letter from the CRD. This letter eliminates the period for the CRD to investigate and/or respond and allows Plaintiff to proceed with his claims.

FIRST CAUSE OF ACTION
Employment Discrimination and Retaliation Pursuant to
Government Code § 12940 et seq.
(By Plaintiff against Defendants and DOES 1 through 10)

22. Plaintiff hereby incorporates by reference paragraphs 1 through 21 as though fully set forth herein.

23. The Fair Employment and Housing Act ("FEHA"), California Government Code § 12940 et seq., prohibits discrimination and harassment based on, *inter alia*, age. At all times mentioned herein, FEHA was in full force and effect and Defendants were and are subject to its requirements.

24. As discussed in detail herein, Plaintiff, a qualified individual, was subjected to disparate treatment and discrimination because of his age. As set forth more fully above, Plaintiff's supervisor referred to Plaintiff as "too long", a derogatory reference as to his age, and was instrumental in taking away many of Plaintiff's most lucrative sales accounts. Those accounts were distributed to recently hired, younger representatives. Plaintiffs Supervisor then placed Plaintiff on a Performance Improvement Plan (PIP). The PIP Plaintiff was required to follow set unrealistic sales goals and expectations based upon Plaintiffs position and training culminating in Plaintiffs inability to meet sales quotas imposed by Defendant.

25. When Plaintiff complained in writing to Defendant's Human Resources Department about his supervisors discriminatory treatment, Defendant retaliated by terminating Plaintiff's employment.

26. The aforementioned conduct constituted unlawful discrimination and retaliation in violation of FEHA.

27. As a proximate result of Defendants' unlawful conduct, Plaintiff has suffered loss of income and other employment-related benefits in an amount unknown at this time, but according to proof at trial.

28. As a further proximate result of the aforementioned wrongful conduct, Plaintiff has had to employ the services of attorneys to pursue his legal rights. Plaintiff is entitled to an award of attorneys' fees and costs pursuant to FEHA and according to proof at the time of trial.

29. Defendants committed the acts alleged herein maliciously, fraudulently, and oppressively, in bad faith, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and/or in conscious disregard of Plaintiff's rights. Plaintiff is

thus entitled to an award of exemplary and punitive damages according to proof at trial.

SECOND CAUSE OF ACTION
Failure to Pay all Compensation Owed
(By Plaintiff against Defendant and DOES 1 through 10)

30. Plaintiff hereby incorporates by reference paragraphs 1 through 29 as though fully set forth herein.

31. Defendants failed to provide non-discretionary bonus compensation in violation of, *inter alia*, Labor Code section 204, and in violation of Defendant's own commission plan, by failing to provide payments for sales commissions earned by Plaintiff. More specifically, Plaintiff established lucrative contracts with multiple companies, including a security camera installation project for General Atomics corporation. Plaintiff did not receive his promised commission compensation for his work developing these contracts at the time of his termination or at any time prior.

32. As a direct result of Defendants failure to comply with the foregoing provisions of the Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

33. Plaintiff also seeks an award of reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
Wage Statement Violations Pursuant to Labor Code § 226
(By Plaintiff against Defendants and DOES 1 through 10)

34. Plaintiff hereby incorporates by reference paragraphs 1 through 33 as though fully set forth herein.

35. Defendants failed to provide Plaintiff with accurate itemized wage statements in violation of, among other statutes, Labor Code section 226. These violations include, but are not limited to, Defendants failure to accurately identify all applicable non-discretionary payments (including commissions) resulting in inaccurate representations of both "gross" and "net wages" in violation of section 226(a)(1) and 226(a)(5).

36. As a direct result of Defendants failure to comply with the foregoing provisions of the Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

37. Plaintiff also seeks an award of reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
Failure to Reimburse Business Expenses Pursuant to Labor Code § 2802
(By Plaintiff against Defendants and DOES 1 through 10)

38. Plaintiff hereby incorporates by reference paragraphs 1 through 37 as though fully set forth herein.

39. Defendants failed to reimburse Plaintiff for all necessary business expenditures incurred in direct consequence of the discharge of his duties in violation of, among other statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*, Defendants' standard policies which require its employees to purchase or incur costs for items, without full reimbursement. These expenditures are the result of, *inter alia*, Defendants standard policies which require its employees to use their own cell phones for work-related purposes without reimbursement, and provide for there own home office expenses when working remotely, including computer and monthly internet expenses.

40. As a direct result of Defendant's failure to comply with the foregoing provisions of the Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

41. Plaintiff also seeks an award of reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION
Failure to Pay Wages Upon Separation Pursuant to Labor Code § 203
(By Plaintiff against Defendants and DOES 1 through 10)

42. Plaintiff hereby incorporates by reference paragraphs 1 through 41 as though fully set forth herein.

43. Defendants failed to provide Plaintiff with all wages earned and unpaid at termination in violation of, among other statutes, Labor Code sections 201 through 203. These violations resulted from, among other unlawful actions, Defendants willful failure to provide accurate and complete compensation to Plaintiff under Labor Code sections 201, 204, and 2802. Additionally, Defendant failed to provide Plaintiff with a final paycheck within 72 hours of

his termination and failed to include compensation for commissions he was duly owed at that time.

44. As a direct result of Defendants failure to comply with the foregoing provisions of the Labor Code, Plaintiff has been damaged in an amount to be proven at trial.

45. Plaintiff also seeks an award of reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION
Violation of Business and Professions Code § 17200 et seq.
(By Plaintiff against Defendants and DOES 1 through 10)

46. Plaintiff hereby incorporates by reference paragraphs 1 through 45 as though fully set forth herein.

47. Plaintiff is an ex-employee and direct victim of Defendants' illegal and/or unfair business acts and practices referenced in this Complaint, has lost money as a result of such practices, and is suing in his individual capacity.

48. Plaintiff has suffered an injury in fact pursuant to Business and Professions Code section 17204, and has lost money as a result of Defendants' illegal and/or unfair practices.

49. As set forth above, during the course of Plaintiff's employment, Defendants failed and refused to properly pay Plaintiff, and Defendant also failed to comply with fundamentally protective California laws including, but not limited to, Labor Code sections 203, 204 226,and 2802.

50. Business and Professions Code section 17200, *et seq*., prohibits any unlawful, unfair or fraudulent business act or practice.

51. Plaintiff's allegations herein are based upon the institutional business acts and practices of Defendants.

52. Defendants' acts and practices, as described herein above, are unlawful and unfair, in that they violate the California Labor Code and the California Industrial Welfare Commission Wage Orders.

53. As a direct result of Defendants' unlawful and unfair business acts and practices, Plaintiff

has been denied wages earned and penalties owed, and has therefore been damaged in an amount to be proven.

54. Plaintiff is informed and believes, and on that basis alleges, that Defendants' unlawful and unfair business practices, alleged above, are continuing in nature and are widespread.

55. Plaintiff is entitled to restitution of monies due, as well as disgorgement of the ill-gotten gains obtained by Defendants, for a period of four years predating the filing of this Complaint.

56. Plaintiff is entitled to attorneys' fees and costs for promoting the interests of the general public in causing Defendant to cease its fraudulent and/or unlawful and/or unfair business practices, in an amount according to proof, pursuant to California Code of Civil Procedure section 1021.5 and any other applicable law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, as follows:

1. For damages and losses against all Defendants, in an amount according to proof;
2. For consequential damages against all Defendants in the statutorily prescribed amounts or in amounts to be proven at trial;
3. For exemplary and punitive damages against all Defendants, in an amount according to proof;
4. For a permanent injunction against Defendants restraining, preventing, and enjoining Defendants from engaging in the illegal practices alleged;
5. For reasonable attorney's fees from all Defendants;
6. For costs of suit from all Defendants; and
7. For such other relief as the Court deems just and proper.

///

DEMAND FOR JURY TRIAL

Plaintiff hereby requests that this matter be heard and decided by trial by jury.

Dated: February 3, 2025

SULLIVAN & YAECKEL LAW GROUP, APC

Eric Yaeckel

Eric K. Yaeckel
Ryan T. Kuhn
Attorneys for Plaintiff ROY WOODS

Exhibit A

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 24, 2024

Eric Yaeckel
2330 3rd Ave
San Diego, CA 92101

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202411-27188624
Right to Sue: Woods / Securitas Technology Corporation

Dear Eric Yaeckel:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) 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, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. 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 CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 24, 2024

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202411-27188624
Right to Sue: Woods / Securitas Technology Corporation

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) 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.

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 24, 2024

Roy Woods
2330 Third Avenue
San Diego, CA 92101

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202411-27188624
Right to Sue: Woods / Securitas Technology Corporation

Dear Roy Woods:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective November 24, 2024 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.

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 CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Roy Woods CRD No. 202411-27188624

Complainant,

vs.

Securitas Technology Corporation
720 14th Street
Sacramento, CA 95814

Respondents

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1. Respondent **Securitas Technology Corporation** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Roy Woods**, resides in the City of **San Diego,** State of **CA.**

3. Complainant alleges that on or about **July 29, 2024**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's age (40 and over) and as a result of the discrimination was laid off, demoted, denied any employment benefit or privilege, denied work opportunities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was laid off, denied any employment benefit or privilege.

Additional Complaint Details: Mr. Woods had worked at Securitas/Stanly for 19 years and had been a solid employee. Mr. Woods feels that he was targeted by Mrs. Rendek from the day he started working for her. Mr. Woods had accounts that were taken away from him and they were all given to younger reps who had lower % of SEV than Mr. Woods. Furthermore, none of the 11 people who had lower % of SEV than Mr. Woods were placed on the PIP or fired. Mr. Woods believes the sole reason for him being let go was due to his age.

VERIFICATION

I, **Eric Yaeckel**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true.

On November 24, 2024, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

San Diego, California