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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ROCIO MACIA, an individual,

PLAINTIFF,

v.

QUADIENT, INC, a Delaware corporation;
and DOES 1 through 50,

DEFENDANTS

Case No: 30-2025-01522423-CU-WT-CXC
Assigned for All Purposes:
Judge David A. Hoffer
Dept. CX103

COMPLAINT FOR:

1. **Misclassification as an Exempt Employee**
*[Labor Code §§ 515, 1194, 1198;
Wage Order No. 4]*
2. **Failure to Pay All Wages Owed**
*[Labor Code §§ 200, 510(a), 1194;
Wage Order No. 4]*
3. **Failure to Provide Duty Free Rest Periods**
*[Labor Code § 226.7;
Wage Order No. 4]*
4. **Failure to Provide Duty Free Meal Periods**
*[Labor Code § 226.7;
Wage Order No. 4]*
5. **Failure to Reimburse Employee for Business Expenses**
[Labor Code § 2802]
6. **Failure to Provide Accurate Wage Statements**
[Labor Code § 226]
7. **Failure to Pay Wages Upon Termination**
[Labor Code §§ 2926, 201, 203]
8. **Retaliation (Whistleblower Protection)**
[Labor Code §1102.5(b)]

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9. **Retaliation (FEHA)**
[Govt. Code §12940(h)]
 10. **Failure to Prevent Retaliation**
[Govt. Code §12940(k)]
 11. **Civil Penalties Under the Private Attorney General Act**
[Labor Code §§ 2698-2699.5]
 12. **Unfair Business Practices**
[Bus. and Prof. Code §17200, et seq.]
 13. **Wrongful Termination in Violation of Public Policy**
*[Govt. Code §12940, et seq;
Labor Code § 1102.5.]*

DEMAND FOR JURY TRIAL

PLAINTIFF, ROCIO MACIA, an individual (hereinafter, PLAINTIFF” or “MACIA”), brings this action on behalf of herself, and on behalf of other current and former employees who were employed by QUADIENT, INC., a Delaware Corporation, (hereinafter “DEFENDANT” or “QUADIENT”) and whom one or more Labor Code violated alleged herein were committed (hereinafter, “AGGRIEVED EMPLOYEES”); and DOES 1 through 50 (hereinafter collectively referred to as “DOES”), for unlawful employment policies that denied, and continue to deny PLAINTIFF and the AGGRIEVED EMPLOYEES wages and benefits to which they are lawfully entitled.

JURISDICTION AND VENUE

1. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

2. The California Superior Court has jurisdiction over DEFENDANT and DOES as they either reside, maintain offices and/or transact business within the State of California.

3. Pursuant to California Code of Civil Procedure § 395(a), the venue is proper in the County of Orange because DEFENDANT’S obligations and liability arose, at least in part, therein, because the alleged injuries sustained by PLAINTIFF occurred in the County of Orange.

4. The monetary damages sought by PLAINTIFF exceed \$ 35,000, as set forth in the prayer for relief, and will be established according to proof at trial. There is no federal question at issue as the complaint is based solely on California law and statutes including the Industrial Welfare Commission Wage Order No. 4-2001 (“IWC Order 4”), California Labor Code (“Labor Code”), California Code of Civil Procedure (“CCP”), and California Government Code (“Gov. Code”).

PARTIES

5. PLAINTIFF, ROCIO MACIA, is a Colombian-American female, resident of Orange County, California. MACIA worked for DEFENDANT as a non-exempt Technical Recruiter from approximately July 6, 2021, through April 30, 2025.

6. DEFENDANT QUADIENT, INC., a Delaware Corporation, is, and at all relevant times mentioned within this Complaint, a Delaware corporation, registered to do business within the State of California, with its principal place of business in California located at 210 Progress, Suite 100, in the county of Orange, State of California.

7. QUADIENr was MACIA's employer within the meaning of California Labor Code § 1106 and Government Code § 12926(d). As such, QUADIENr was prohibited from retaliating against MACIA in personnel, promotion, advancement, retention, hiring, discipline, termination, or other terms and conditions of employment because MACIA engaged in protected activity, including disclosing and opposing practices she reasonably believed were unlawful or violated company policy.

8. PLAINTIFF is informed and believes, and thereon alleges, that DOES 1–50, inclusive (hereinafter referred to as “DOES”), are or were individuals and/or were doing business at all times herein mentioned and material hereto in the State of California, and are/were the alter ego, agent, managing agent, principal, owner, partner, joint venture, representative, manager, and/or co-conspirator of each of the other Defendants, and were at all times mentioned herein acting within the course and scope of said agency and employment and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

9. DOES are persons or entities whose true names and identities are unknown to PLAINTIFF. They are sued by fictitious names. PLAINTIFF will amend to allege their true names

1 and capacities when known. PLAINTIFF is informed and believes each Doe defendant: is the agent,
2 representative, or parent or subsidiary entity of QUADIENT; acted in concert with QUADIENT;
3 and is a proximate cause of the events, injuries, and harms suffered by PLAINTIFF. At all relevant
4 times DOES was the agent or employee of each of the other Defendants and acted within the
5 course and scope of such agency or employment.

6 10. QUADIENT, DOES 1-50 (hereinafter, collectively referred to as “DEFENDANTS”),
7 and each of them, both directly and indirectly, employed PLAINTIFF, and AGGRIEVED
8 EMPLOYEES, as defined in the Fair Employment and Housing Act (“FEHA”) at Government Code
9 § 12926(d).

10 11. At all relevant times, QUADIENT and DOES 1-50, and each of them, exercised direct
11 and indirect control over the wages, hours, working conditions, and employment status of
12 PLAINTIFF and other AGGRIEVED EMPLOYEES, and therefore jointly qualify as “employers”
13 under Labor Code § 1194 and applicable IWC Wage Orders.

14 **AGENCY; AIDING AND ABETTING; CONSPIRACY**

15 12. PLAINTIFF is informed and believes, and based thereupon, alleges that QUADIENT
16 and DOES 1-50, and each of them, acted in concert with one another to commit the wrongful acts
17 alleged therein, and aided, abetted, incited, compelled, and/or coerced one another in the wrongful
18 acts alleged herein, and/or attempted to do so.

19 13. PLAINTIFF is further informed and believes, and based thereupon alleges, that the
20 QUADIENT and DOES 1-50, and each of them, formed and executed a conspiracy or common plan
21 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
22 herein done as part of and pursuant to the said conspiracy, intended to and actually causing MACIA
23 harm.

24 14. PLAINTIFF is informed and believes, and based thereon, alleges that each of the
25 aforementioned QUADIENT and DOES 1-50 participated and acted with or in furtherance of said
26 conspiracy or aided or assisted in carrying out the purposes of the conspiracy and have performed
27 acts and made statements in furtherance of the conspiracy and other violations of California law.

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1 15. Whenever and wherever reference is made in this Complaint to any act or failure to
2 act by QUADIENT and DOES 1-50, or co-Defendants, such allegations and references shall also be
3 deemed to mean the acts and/or failures to act by each of the DEFENDANTS acting individually,
4 jointly and severally.

5 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

6 16. MACIA has timely filed complaints against DEFENDANTS under Government Code
7 § 12940 *et seq.*, the California Fair Employment and Housing Act ("FEHA"), with the California
8 Department of Fair Employment and Housing ("DFEH") and has satisfied MACIA's administrative
9 prerequisites with respect to these and all related filings on March 4, 2025.

10 17. Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), MACIA has
11 satisfied the pre-filing notice requirement to the Labor and Workforce Development Agency
12 ("LWDA") of the Labor Code violations alleged in this complaint on or about April 23, 2025, against
13 DEFENDANTS. Sixty-five (65) days have lapsed without a response and/or action by the LWDA or
14 the Division of Labor Standards Enforcement ("DLSE") on the DEFENDANTS for the PAGA
15 claims.

16 **PAGA ALLEGATIONS**

17 18. At all relevant times set forth herein, PAGA was applicable to MACIA's employment
18 by DEFENDANTS.

19 19. At all times set forth herein, PAGA provides for a civil penalty to be assessed and
20 collected by the LWDA for violations of the California Labor Code, which may be alternatively
21 recovered through a civil action brought by an aggrieved employee on behalf of himself and other
22 current or former employees pursuant to procedures set forth under Labor Code § 2699.3. MACIA
23 was employed by DEFENDANTS and the alleged violations experienced by MACIA, and were
24 committed during MACIA's time of employment. Therefore, MACIA is an aggrieved employee, as
25 defined by Labor Code § 2699(c).

26 20. MACIA is informed and believes, and thereon alleges, that the PAGA violations
27 asserted herein in this Complaint are part of an ongoing and systemic pattern of Labor Code violations
28 committed by DEFENDANT. Specifically, the claims alleged in this action arise from violations *from*

1 July 6, 2021 to the present (hereinafter, "PAGA PERIOD.")

2 21. As such, and at all times relevant hereto, the PLAINTIFF'S PAGA PERIOD shall
3 apply to each and every cause of action and allegation asserted by PLAINTIFF in this Complaint with
4 regard to her PAGA claims.

5 22. DEFENDANT's violations caused PLAINTIFF and the AGGRIEVED EMPLOYEES
6 to suffer substantial damages. Therefore, MACIA seeks to represent all hourly, non-exempt,
7 employees employed by DEFENDANT within the applicable limitations period preceding the filing
8 of the PAGA claims or this Complaint and against whom DEFENDANT committed the following
9 violations:

- 10 a. misclassification of MACIA and AGGRIEVED EMPLOYEES as Exempt;
- 11 b. failure to pay the MACIA and AGGRIEVED EMPLOYEES for all wages earned;
12 including but not limited to failure to pay bonuses and overtime work;
- 13 c. failure to provide MACIA and AGGRIEVED EMPLOYEES rest breaks;
- 14 d. failure to provide MACIA and AGGRIEVED EMPLOYEES meal breaks;
- 15 e. pay MACIA and AGGRIEVED EMPLOYEES a premium one-hour wage for missed
16 rest breaks and meal breaks;
- 17 f. failure to reimburse MACIA and AGGRIEVED EMPLOYEES business expenses;
- 18 g. failure to provide MACIA and AGGRIEVED EMPLOYEES accurate, itemized wage
19 statements;
- 20 h. failure to timely pay all MACIA and AGGRIEVED EMPLOYEES wages due at the
21 time of separation or termination of employment;
- 22 i. retaliate against MACIA and AGGRIEVED EMPLOYEES for disclosing information
23 to a person with authority over the employee who has the authority to investigate,
24 discover or correct the violation.

25 23. MACIA and all AGGRIEVED EMPLOYEES suffered injuries as the proximate result
26 of the DEFENDANTSS' violations enumerated in the paragraph above. The administrative
27 prerequisites under Labor Code § 2699.3(a) to recover civil penalties, in addition to other remedies,
28 have been satisfied against DEFENDANTS. MACIA submitted notice to the LWDA on April 23,

1 2025. Sixty-five (65) days have lapsed without a response and/or action by the LWDA or the DLSE
2 for the PAGA claims. Therefore, pursuant to California Labor Code § 2699, MACIA and
3 AGGRIEVED EMPLOYEES are entitled to recover penalties and any other remedies the Court
4 deems just that otherwise could be assessed or recovered by the LWDA.

5 24. MACIA further demands reasonable attorney's fees, costs of suit, and interest pursuant
6 to Labor Code § 2699(g)(1).

7 **GENERAL ALLEGATIONS**

8 25. MACIA is informed and believes, and based thereon alleges, that DEFENDANT, and
9 each of them, failed to pay MACIA and AGGRIEVED EMPLOYEES *all* wages owed for all hours
10 worked or during which they were under DEFENDANT'S control.

11 26. California broadly defines "wages" to include "all amounts for labor performed by
12 employees of every description, whether the amount is fixed or ascertained by the standard of time,
13 task, piece, commission basis, or other method of calculation." Labor Code § 200(a). Consistent with
14 this definition, California courts have interpreted "wages" expansively. As they have distilled: "[A]
15 wage is anything 'promised as part of the compensation for employment'... '[T]he term "wages"
16 should be deemed to include not only the periodic monetary earnings of the employee but also the
17 other benefits to which he is entitled as a part of his compensation. [Citations.]' " (*Ware v. Merrill*
18 *Lynch, Pierce, Fenner & Smith, Inc.* (1972) 24 Cal.App.3d 35, 44, 100 Cal.Rptr. 791.) (emphasis
19 added). See, e.g., *Davis v. Farmers Ins. Exch.*, 245 Cal. App. 4th 1302, 1331 and n.20 (2016)
20 ("wages" do not just include hourly pay or salaries, "but **also bonuses**, profit-sharing plans, and
21 commissions") (emphasis added).

22 27. MACIA is informed and believes, and based thereon, alleges that DEFENDANT
23 consistently and knowingly required MACIA to utilize her personal internet to discharge duties that
24 were for the benefit of DEFENDANT, and DEFENDANT failed to reimburse MACIA for business-
25 related expenses as required by Labor Code §2802. As such, MACIA was not reimbursed for business
26 expenses for each pay period as required by Labor Code § 2802.

27 28. MACIA is informed and believes, and based thereon alleges, that DEFENDANT did
28 not authorize or permit MACIA and AGGRIEVED EMPLOYEES to take a duty-free meal period of

1 at least thirty (30) minutes for shifts of five hours or more, which began before the end of the fifth
2 hour of work, and failed to compensate such employees one (1) hour of pay at their regular rate of
3 compensation for each workday a meal period was not authorized or permitted, as required by Labor
4 Code § 512 and IWC Order 4 § 11(A)-(B). MACIA is informed and believes, and thereon alleges,
5 that MACIA did not waive her right to receive meal period(s).

6 29. MACIA is informed and believes, and based thereon alleges, that DEFENDANT did
7 not authorize or permit MACIA and AGGRIEVED EMPLOYEES to take a duty-free rest period of
8 at least ten (10) minutes per four (4) hours, or major fraction thereof, and failed to compensate such
9 employees one (1) hour of pay at their regular rate of compensation for each workday a rest period
10 was not authorized or permitted, as required by IWC Wage Order No. 4-2001 § 12(A)-(B).

11 30. MACIA is informed and believes, and based thereon alleges, that DEFENDANT did
12 not pay any wages to MACIA and AGGRIEVED EMPLOYEES for time they worked off-the-clock
13 or were under DEFENDANT' control. To the extent that this time qualified as overtime or double-
14 time, DEFENDANT failed to pay overtime and double-time wages.

15 31. MACIA is informed and believes, and based thereon alleges, that DEFENDANT
16 consistently and knowingly failed to provide accurate wage statements to MACIA and AGGRIEVED
17 EMPLOYEES, as required by Labor Code § 226(a). The wage statements issued by DEFENDANT
18 failed to include: (1) gross wages earned; (2) total hours worked; (3) net wages earned; (4) itemized
19 total number of meal period premiums due; (5) itemized total number of rest period premiums due;
20 and (6) all applicable hourly or piece rates in effect during the pay period.

21 32. MACIA is informed and believes, and based thereon alleges, that DEFENDANT
22 consistently and knowingly failed to pay MACIA all wages due and owing at the time of termination
23 of employment, as required by Labor Code § 203.

24 33. DEFENDANT' violations of California law, as described above, were the result of
25 DEFENDANT' implementation of unlawful and unfair business practices and policies.

26 **FACTUAL ALLEGATIONS**

27 34. At all relevant times mentioned herein, MACIA was entitled to the full benefits and
28 protections of California Labor Laws.

1 35. On, or about, July 6, 2021, MACIA was hired by QUADIENT after applying for a
2 position posted as Talent Acquisition Business Partner (Senior Recruiter) (“Senior Recruiter Role.”)
3 Although MACIA was recruited and selected based on the qualifications for the Senior Recruiter
4 Role, QUADIENT instead assigned her to a lesser title and lower pay classification of a “Technical
5 Recruiter.”

6 36. At all relevant times mentioned herein, MACIA performed the same, or substantially
7 similar, duties as QUADIENT employees who held the title, and received the pay, of the Senior
8 Recruiter Role. Despite performing equivalent work, QUADIENT did not grant MACIA the
9 opportunity to obtain the official title, pay, or recognition associated with the Senior Recruiter Role.

10 37. At the time of hire, QUADIENT classified MACIA as a salaried, exempt employee.
11 MACIA earned a base salary plus a nondiscretionary performance-based bonus.

12 38. MACIA’s duties during her duration of employment with QUADIENT were primarily
13 task-based, production-oriented, and routine. MACIA’s work was performed under close supervision
14 and consisted largely of scheduling, processing applications, managing requisitions, and following
15 established company policies and procedures. MACIA did not customarily or regularly exercise
16 discretion or independent judgment on matters of significance.

17 39. Because MACIA’s job duties were non-exempt in nature, QUADIENT’s classification
18 of MACIA as exempt was improper and unlawful. MACIA performed duties that were primarily
19 production-based, routine and performed under direct supervision. Thus, MACIA works in a “non-
20 exempt” capacity.

21 40. During her employment with QUADIENT, no matter the amount of hours she worked,
22 MACIA earned a base salary plus a 10% nondiscretionary performance-based bonus, which under
23 Labor Code § 200 constituted wages.

24 41. MACIA regularly worked an average of sixty (60) hours per week but due to
25 QUADIENT’s misclassification of MACIA as an exempt employee, MACIA was compensated only
26 for forty (40) hours per week. As such, MACIA was denied overtime compensation for all hours
27 worked in excess of eight (8) per day and/or forty (40) per week.

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1 42. During her employment, QUADIENT required MACIA to use her personal internet,
2 to discharge her job duties and performed work for the benefit of QUADIENT without
3 reimbursement. QUADIENT failed to indemnify or reimburse MACIA for these necessary business
4 expenses as required by Labor Code § 2802. As such, MACIA was not reimbursed for business
5 expenses for each pay period as required by Labor Code § 2802.

6 43. During her employment, QUADIENT issued wage statements to MACIA that were
7 inaccurate and incomplete. The wage statements failed to include all hours worked, overtime wages
8 owed, meal and rest period premiums, business expense reimbursements, and other required
9 information in violation of Labor Code § 226.

10 44. During her employment, QUADIENT did not authorize or permit MACIA to take
11 legally compliant meal or rest periods and failed to pay her an additional hour of wages at her regular
12 rate for each missed break, as required by Labor Code §§ 226.7 and 512.

13 45. On or about April 30, 2025, QUADIENT unlawfully terminated MACIA and willfully
14 failed to pay her all wages earned and due as required under Labor Code § 201, including her 2025
15 bonus. QUADIENT conditioned payment of MACIA's earned wages on MACIA's execution of a
16 severance agreement and release of claims against QUADIENT. MACIA did not sign the severance
17 agreement and, as a result, QUADIENT withheld payment of her earned wages. MACIA contends
18 that QUADIENT's conditioning of the payment of earned wages on the execution of a release was
19 unlawful and without legal justification. in violation of Labor Code §§ 200 and 510 and Wage Order
20 No. 4. As such, MACIA is entitled to waiting time penalties pursuant to Labor Code § 203.

21 46. MACIA is informed and believes, and based thereon alleges, that she was retaliated
22 and discriminated against due to the fact she is a Colombian-American female.

23 **WHISTLEBLOWER ALLEGATIONS AND RETALIATION**

24 47. In September 2023, QUADIENT implemented a revised Internal Transfer Guidelines
25 (“TRANSFER POLICY”), which expressly required that all internal positions be posted for a
26 minimum of seven (7) business days, and made available to employees. Employees meeting the
27 criteria for the position were entitled to apply and participate in a competitive selection and interview
28 process.

1 48. Under California law, an employer's own written policies, particularly those created
2 to ensure compliance with state and federal equal employment opportunity laws, carry the full force
3 of law once implemented. (See *Yanowitz v. L'Oreal USA, Inc.* (2005) 36 Cal.4th 1028, 1047–1048
4 [employee's opposition to conduct inconsistent with company's equal opportunity policies is
5 protected activity under FEHA]; *Lab. Code* § 1102.5(b).) When an employer adopts a policy that
6 mandates transparent posting and competitive consideration for promotional opportunities, that policy
7 becomes a binding standard governing the employer's employment practices. Employees are entitled
8 to rely upon such policies as the governing rules of the workplace, and an employee's good-faith
9 report of an employer's violation of those policies constitutes a protected disclosure under Labor
10 Code § 1102.5(b).

11 49. On or about December 15, 2023, MACIA discovered that QUADIENT, through its
12 senior leadership, including Chief People and Transformation Officer Brandon Batt (who was also a
13 co-author to the TRANSFER POLICY) violated QUADIENT's own TRANSFER POLICY.
14 Specifically, QUADIENT created and filled a new position, by promoting another employee, Amy
15 Bischof, without posting the role or considering other eligible candidates (such as MACIA) as
16 required with QUADIENT's TRANSFER POLICY. The position was created during a company-
17 wide hiring freeze, and MACIA, who was qualified, in good standing, and interested in advancement,
18 would have applied for the position had it been properly posted in compliance with QUADIENT's
19 TRANSFER POLICY.

20 50. Starting in of December 2023, MACIA reported the violations of QUADIENT's
21 TRANSFER POLICY to those with authority to investigate or correct the violation through formal
22 complaints including, but not limited to the following examples:

23 51. On, or about December 20, 2023, MACIA made a good faith disclosure to
24 QUADIENT's then-Director of Talent Acquisition, Jeff Wiehardt. MACIA reported that the
25 promotion of Ms. Bischof violated QUADIENT's TRANSFER POLICY QUADIENT because
26 QUADIENT did not post the role, or considering other eligible candidates (such as MACIA) as
27 required under the TRANSFER POLICY. During that same conversation, Mr. Wiehardt confirmed
28 that Ms. Bischof's promotion was in violation of QUADIENT's TRANSFER POLICY, when stating

1 to MACIA that position awarded to Ms. Bischof had not been posted, nor did Ms. Bischof submit an
2 application for the role. Mr. Wiehardt effectively acknowledged QUADIENT's violation of its own
3 self-established hiring policy – the TRANSFER POLICY.

4 52. On, or about January 10, 2024, MACIA made a good faith disclosure to QUADIENT's
5 then-Vice President of Human Resources, and co-author of the TRANSFER POLICY, Catherine Lee.
6 MACIA reported that the promotion of Ms. Bischof violated QUADIENT's TRANSFER POLICY
7 QUADIENT because QUADIENT did not post the role, or considering other eligible candidates (such
8 as MACIA) as required under the TRANSFER POLICY. Ms. Lee confirmed to MACIA that Ms.
9 Bischof's promotion was in violation of QUADIENT's TRANSFER POLICY as it was not posted.
10 Ms. Lee also confirmed with MACIA that despite her role as VP of HR, Ms. Lee was not informed
11 of the new position, or that Ms. Bischoff filled the new created position without publishing the
12 availability for this position.

13 53. MACIA is informed and believes, and based thereon alleges, that as a result of the
14 complaint she made to Ms. Lee in January of 2024, Ms. Lee assigned the investigation of MACIA's
15 report regarding QUADIENT's violation of the TRANSFER POLICY (specifically, the promotion
16 of Ms. Bischof) to Sue Pierce, QUADIENT's Human Resources Director.

17 54. MACIA is informed and believes, and based thereon alleges, that Ms. Pierce was
18 QUADIENT's Human Resources Representative that signed off on the promotion of Ms. Bischof
19 back in December 2023.

20 55. On or about April 16, 2024, rather than perform a full and complete investigation into
21 MACIA's complaints, or correct the violations, QUADIENT subjected MACIA to retaliation. On that
22 date, Ms. Pierce issued MACIA a formal written warning under the false pretense of violation of
23 QUADIENT's confidentiality policy (a policy that was initiated in early 2024) for reviewing Ms.
24 Bischof's offer letter for the December 2023 promotion, back in December 2023.

25 56. The formal written warning was issued in retaliation for MACIA's good-faith
26 disclosure of QUADIENT's TRANSFER POLICY violations by disclosing that Mr. Batt and others
27 had violated QUADIENT's own TRANSFER POLICY with the promotion of Ms. Bischof in
28 December 2023 without posting the position for others who were qualified, like MACIA to apply.

1 57. The formal written warning immediately put MACIA out of “good standing” within
2 QUADIENT’s standard, and as such she was immediately taken from consideration from
3 QUADIENT’s promotional opportunities. Around this same time, QUADIENT also retaliated against
4 MACIA by removing her from the “Work from Anywhere” program, a program MACIA participated
5 in since her hiring.

6 58. On or about April 30, 2024, MACIA submitted a letter disputing the validity of the
7 written warning as reviewing offer letters was part of MACIA’s regular duties as a Technical
8 Recruiter, performed to ensure compliance with legal regulations regarding employment. MACIA
9 believes, and based thereon alleges, that another recruiter who had reviewed the same document was
10 not disciplined, demonstrating selective and retaliatory enforcement.

11 59. In or about May 2024, Mr. Batt assumed the role of interim Vice President of Human
12 Resources, giving him access to MACIA’s complaints and protected disclosures.

13 60. On or about June 6, 2024, Mr. Batt explicitly told MACIA during a Teams call that
14 she would not be promoted to Senior Recruiter because MACIA had reported Mr. Batt’s violations
15 of QUADIENT’s TRANSFER POLICY to Human Resources. Mr. Batt stated that MACIA needed
16 to “regain his trust” if she was to receive any promotion within QUADIENT as a result of MACIA’s
17 protected disclosures, thereby directly linking her protected disclosures to the denial of advancement.

18 61. From April 2024 and up to her termination in April 2025, MACIA disclosed, and
19 continued to report violations of company policy, and the retaliation MACIA suffered as a result of
20 her protected disclosures to those with authority to investigate or correct the violation through formal
21 complaints.

22 62. Instead of properly investigating, and correcting the behavior, MACIA faced
23 continued retaliation from QUADIENT that includes, but are not limited to, formal written warnings,
24 manipulating her performance review(s), reducing her bonus, and stripping her benefits.

25 63. Only after MACIA formally disputed her April 2025 review did QUADIENT reinstate
26 her full 2024 bonus and apply her 2025 salary increase retroactively. This shows that QUADIENT’s
27 actions were reactive and retaliatory rather than voluntary corrections toward MACIA.

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1 64. On or about April 30, 2025, barely one week after she re-submitted her formal rebuttal
2 to a retaliatory performance review, MACIA was abruptly terminated under the pretext of a “lack of
3 workload” and that “corporate restructuring has resulted in the elimination of [MACIA’s] position”
4 However, at the time, QUADIENT had multiple open job requisitions for a “Technical Recruiter”
5 that MACIA was qualified to support, confirming that the stated reason for MACIA’s termination
6 was false and retaliatory.

7 65. In further retaliation for MACIA’s protected disclosures, QUADIENT also withheld
8 her 2025 earned bonus, conditioning its payment on MACIA’s execution of a severance agreement
9 and release of claims. MACIA’s complaints regarding policy violations and retaliation were known
10 to QUADIENT at the time of her termination, and the company’s refusal to release her earned
11 compensation unless she signed a waiver of rights constitutes additional retaliatory conduct in
12 violation of Labor Code § 1102.5(b).

13 66. DEFENDANTS’ conduct, including the denial of promotions, issuance of false
14 discipline, manipulation of performance reviews, withholding of earned compensation, and
15 termination of MACIA’s employment, was in direct retaliation for her protected disclosures. Such
16 conduct constitutes unlawful retaliation in violation of California Labor Code § 1102.5 and
17 fundamental public policy.

18 **FIRST CAUSE OF ACTION**

19 **Misclassification as an Exempt Employee**

20 ***[Labor Code §§ 515, 1194, and 1198; Wage Order No. 4]***

21 **(Against QUADIENT and DOES 1-50)**

22 67. MACIA re-alleges the allegations set forth above and incorporates by reference all
23 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

24 68. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were
25 employers, required to comply with the Labor Code and Wage Order No. 4 in respect to employees’
26 wages, hours, and working conditions.

27 69. Labor Code § 1198 prohibits employment of any employee under conditions
28 prohibited by the applicable Industrial Welfare Commission Wage Order (“Wage Order.”)

1 70. MACIA’s scope of work falls under the Wage Order 4-2001, which governs
2 professional, technical, clerical, mechanical, and similar occupations. Section 1(A) of Wage Order 4
3 requires that, to be exempt, an employee must: (1) be primarily engaged in exempt duties, (2)
4 customarily and regularly exercise discretion and independent judgment, and (3) receive a salary of
5 no less than twice the minimum wage for full-time employment.

6 71. California Labor Code § 515, in pertinent part, states:
7 “(a) The Industrial Welfare Commission may establish exemptions from the
8 requirement that an overtime rate of compensation be paid pursuant to *Sections*
9 *510 and 511* for executive, administrative, and professional employees, if the
10 employee is primarily engaged ***in the duties that meet the test of the exemption,***
customarily and regularly exercises discretion and independent judgment in
performing those duties...” (*emphasis added.*)

11 72. MACIA was employed by DEFENDANTS as a “Technical Recruiter” from on or
12 about July 6, 2021, through April 30, 2025.

13 73. During this time DEFENDANTS classified MACIA as a salaried, exempt employee.
14 MACIA earned a base salary plus a nondiscretionary performance-based bonus.

15 74. MACIA’s duties during her duration of employment with DEFENDANTS were
16 primarily task-based, production-oriented, and routine. MACIA’s work was performed under close
17 supervision and consisted largely of scheduling, processing applications, managing requisitions, and
18 following established company policies and procedures. MACIA did not customarily or regularly
19 exercise discretion or independent judgment on matters of significance.

20 75. Because MACIA’s job duties were non-exempt in nature, DEFENDANTS’
21 classification of MACIA as exempt was improper. MACIA performed duties that were primarily
22 production-based, routine and performed under direct supervision. Thus, MACIA worked in a “non-
23 exempt” capacity.

24 76. MACIA regularly worked an average of sixty (60) hours per week but due to
25 DEFENDANTS’ misclassification of MACIA as an exempt employee, MACIA was compensated
26 only for forty (40). As such, MACIA was denied overtime compensation for all hours worked in
27 excess of eight (8) per day and/or forty (40) per week.

28 ///

77. Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation ... is entitled to recover in a civil action the unpaid balance of the full amount of overtime compensation, including interest, costs, and reasonable attorneys’ fees.

78. MACIA, and other similarly situated aggrieved employees, performed job duties that did not qualify under the executive, administrative, or professional exemptions, as such the classification as exempt was improper. As a result, MACIA, and other similarly situated aggrieved employees were misclassified as exempt and denied the protections of the California Labor Code and IWC Wage Order No. 4 (i.e. failure to pay all overtime wages, failure provide legally compliant meal and rest periods, premium pay, and other protections required by California law.)

79. As a direct and proximate result of DEFENDANTS' unlawful conduct, MACIA and all other AGGRIEVED EMPLOYEES have suffered damages including, but not limited to, unpaid overtime wages, interest, statutory penalties, and attorneys' fees.

80. Pursuant to Labor Code §1194 (a) MACIA and all other AGGRIEVED EMPLOYEES is entitled to recover unpaid wages, interest, statutory penalties, attorneys' fees, costs of suit, and any other relief the Court deems just and proper.

SECOND CAUSE OF ACTION

Failure to Pay All Wages Owed

[Labor Code §§ 200, 510(a) 1194; Wage Order No. 4]

(Against QUADIENT and DOES 1-50)

81. MACIA re-alleges the allegations set forth above and incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

82. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were employers, required to comply with the Labor Code and Wage Order No. 4 in respect to employees' wages, hours, and working conditions.

83. At all relevant times mentioned herein, MACIA and AGGRIEVED EMPLOYEES were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

84. California broadly defines “wages” to include “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time,

1 task, piece, commission basis, or other method of calculation.” (Labor Code § 200(a).)

2 85. Labor Code §510(a) states:

3 “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours
4 in one workday and any work excess of 40 hours in one workweek and the first
5 eight hours on the seventh day of work in any one workweek shall be compensated
6 at the rate of no less than one and one-half times the regular rate of pay for an
7 employee. Any work in excess of 12 hours in one day shall be compensated at the
8 rate of no less than twice the regular rate of pay for an employee... The
9 requirements of this section do not apply to the payment of overtime compensation
10 to an employee pursuant to any of the following: (1) An alternative workweek
11 schedule adopted pursuant to Section 511.”

12 86. Section 3(A) of IWC Wage Order No. 4 provides, in part, that “employees shall not
13 be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless
14 the employee receives one and one-half (1½) times such employee’s regular rate of pay for all hours
15 worked over 40 hours in the workweek.”

16 87. During the course of their employment with DEFENDANTS, MACIA and the
17 AGGRIEVED EMPLOYEES regularly worked in excess of eight (8) hours per day and forty (40)
18 hours per week. DEFENDANTS failed to compensate MACIA and all AGGRIEVED EMPLOYEES
19 at the required overtime and double-time rates for such hours, in violation of Labor Code § 510 and
20 Section 3(A) of Wage Order No. 4.

21 88. As a direct, foreseeable, and proximate result of DEFENDANTS’ conduct as alleged
22 above, MACIA and the AGGRIEVED EMPLOYEES have suffered lost income, in the amount of,
23 inter alia, unpaid wages that they were otherwise entitled to receive. The exact amount of such losses
24 is presently unknown to PLAINTIFF, and PLAINTIFF will seek leave of Court to amend this
25 Complaint to set forth the exact amount when it has been ascertained.

26 89. Labor Code § 1194 provides that “any employee receiving less than the legal minimum
27 wage or the legal overtime compensation ... is entitled to recover in a civil action the unpaid balance
28 of the full amount of overtime compensation, including interest, costs, and reasonable attorneys’ fees.

29 90. Pursuant to Labor Code §1194 (a) MACIA and all other AGGRIEVED EMPLOYEES
30 are entitled to recover unpaid wages, interest, statutory penalties, attorneys’ fees, costs of suit, and
31 any other relief the Court deems just and proper.

32 ///

91. “Wages” do not just include hourly pay or salaries, “but **also bonuses**, profit-sharing plans, and commissions”) (*emphasis added*). See, e.g., *Davis v. Farmers Ins. Exch.*, 245 Cal. App. 4th 1302, 1331 and n.20 (2016.)

92. DEFENDANTS conditioned payment of MACIA's earned wages on her execution of a severance agreement and release of claims against DEFENDANTS. MACIA did not sign the severance agreement and, as a result, DEFENDANTS willfully withheld payment of her earned wages. MACIA contends that QUADIENT's conditioning of the payment of earned wages on the execution of a release was unlawful and without legal justification. in violation of Labor Code §§ 200 and 510 and Wage Order No. 4.

THIRD CAUSE OF ACTION

Failure to Provide Duty Free Rest Periods

[Labor Code §226.7; Wage Order No. 4]

(Against QUADIENT and DOES 1-50)

93. MACIA re-alleges the allegations set forth above and incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

94. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were employers, required to comply with the Labor Code and Wage Order No. 4 in respect to employees' wages, hours, and working conditions.

95. At all relevant times mentioned herein, MACIA and AGGRIEVED EMPLOYEES were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

96. Labor Code § 226.7(a) states “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.” (*emphasis added.*)

97. Section 12(A) of Wage Order No. 4 states:

“Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall

1 be counted as hours worked for which there shall be no deduction from wages.”

2 98. During the duration of employment, MACIA and AGGRIEVED EMPLOYEES were
3 scheduled to work approximately twelve (12) hour shifts, whereby each shift, pursuant to Labor Code
4 § 226.7(a) and Wage Order No. 4, granted MACIA and AGGRIEVED EMPLOYEES a total of at
5 least three (3) uninterrupted, duty-free rest periods.

6 99. QUADIENT failed to provide MACIA and AGGRIEVED EMPLOYEES with the
7 time, opportunity, or ability to take any compliant, uninterrupted rest period(s), in violation of
8 California Labor Code § 226.7(b) and Section 12(A) of Wage Order No. 4.

9 100. As a direct result of QUADIENT’s failure to afford MACIA and AGGRIEVED
10 EMPLOYEES the time, opportunity, or ability to take any compliant, uninterrupted rest period(s)
11 within the legally allowed time frame, DEFENDANT’s are liable to MACIA and AGGRIEVED
12 EMPLOYEES for one hour of additional pay at the regular rate of compensation for each workday
13 that proper rest period(s) were missed/not provided, pursuant to Section 12(B) of Wage Order No. 4.

14 101. As a direct, foreseeable, and proximate result of DEFENDANT’s conduct, as alleged
15 above, MACIA and AGGRIEVED EMPLOYEES have suffered and continue to suffer economic
16 loss. The exact amount of such loss is presently unknown to PLAINTIFF, and PLAINTIFF will seek
17 leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

18 102. PLAINTIFF and the AGGRIEVED EMPLOYEES seek recovery of all premium
19 wages owed, together with interest thereon and costs of suit, and request reasonable attorneys’ fees
20 to the extent authorized under Labor Code § 2699(g)(1) and any other applicable law.

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Provide Duty Free Meal Periods**

23 ***[Labor Code §§226.7 and 512; Wage Order No. 4]***

24 **(Against QUADIENT and DOES 1-50)**

25 103. MACIA re-alleges the allegations set forth above and incorporates by reference all
26 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

27 104. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were
28 employers, required to comply with the Labor Code and Wage Order No. 4 in respect to employees’

1 wages, hours, and working conditions.

2 105. At all relevant times mentioned herein, MACIA and AGGRIEVED EMPLOYEES
3 were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

4 106. Labor Code § 226.7(b) states: “An employer shall not require an employee to work
5 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
6 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
7 Health Standards Board, or the Division of Occupational Safety and Health.” (*emphasis added.*)

8 107. Labor Code § 512 states:

9 “An employer shall not employ an employee for a work period of more than five
10 hours per day without providing the employee with a meal period of not less than
11 30 minutes, except that if the total work period per day of the employee is no more
12 than six hours, the meal period may be waived by mutual consent of both the
13 employer and employee. An employer shall not employ an employee for a work
period of more than 10 hours per day without providing the employee with a second
meal period of not less than 30 minutes, except that if the total hours worked is no
more than 12 hours, the second meal period may be waived by mutual consent of
the employer and the employee only if the first meal period was not waived.”

14 108. Section 11(A) Wage Order No. 4 in states “No employer shall employ any person for
15 a work period of more than five (5) hours without a meal period of not less than 30 minutes, except
16 that when a work period of not more than six (6) hours will complete the day’s work the meal period
17 may be waived by mutual consent of the employer and the employee.”

18 109. During the duration of employment, MACIA and AGGRIEVED EMPLOYEES were
19 scheduled to work approximately twelve (12) hour shifts, whereby each shift, pursuant to Labor Code
20 § 512 and Section 11(A) of IWC Wage Order No. 4, entitled MACIA and AGGRIEVED
21 EMPLOYEES to a total of at least two (2) uninterrupted, duty-free meal periods, unless validly
22 waived in accordance with the law.

23 110. During the time MACIA and AGGRIEVED EMPLOYEES worked for
24 DEFENDANTS, the daily job duties, demands, and expectations QUADIENT placed on MACIA and
25 AGGRIEVED EMPLOYEES did not allow MACIA and AGGRIEVED EMPLOYEES the time,
26 opportunity, or ability to take a compliant, uninterrupted, duty-free meal period within the legally
27 required time frame that MACIA and AGGRIEVED EMPLOYEES were entitled to pursuant to
28 Labor Code § 226.7(a) and Section 11(A) of IWC Wage Order No. 4.

1 111. DEFENDANTS failed to provide MACIA and AGGRIEVED EMPLOYEES with the
2 time, opportunity, or ability to take a compliant, uninterrupted, duty-free meal period pursuant to
3 Labor Code §§ 226.7(b), 512, and Section 11(A) of Wage Order No. 4.

4 112. As a direct result of DEFENDANTS failure to afford MACIA and AGGRIEVED
5 EMPLOYEES the time, opportunity, or ability to take a compliant, uninterrupted, duty-free meal
6 period, DEFENDANTS are liable to MACIA and AGGRIEVED EMPLOYEES for one hour of
7 additional pay at the regular rate of compensation for each workday that a proper meal period was
8 missed or not provided, pursuant to Section 11(B) of Wage Order No. 4.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Reimburse Employee for Business Expenses**

11 ***[Labor Code § 2802]***

12 **(Against QUADIENT and DOES 1-50)**

13 113. MACIA re-alleges the allegations set forth above and incorporates by reference all
14 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

15 114. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were
16 employers, required to comply with the Labor Code in respect to employees' wages, hours, and
17 working conditions.

18 115. At all relevant times mentioned herein, MACIA and AGGRIEVED EMPLOYEES
19 were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

20 116. Labor Code § 2802(a), in pertinent part provides, "An employer shall indemnify his
21 or her employee for all losses incurred by the employee in direct consequence of the discharge of his
22 or her duties, or of his or her obedience to the directions of the employer."

23 117. During her employment, QUADIENT required MACIA to use her personal internet
24 and communications equipment such as her personal internet to discharge her job duties and
25 performed work for the benefit of QUADIENT without reimbursement. QUADIENT failed to
26 indemnify or reimburse MACIA for these necessary business expenses as required by Labor Code §
27 2802 during the entirety of the duration of MACIA's employment.

28 ///

118. DEFENDANTS failed to reimburse, MACIA and AGGRIEVED EMPLOYEES for any and all business-related expenses, as required by Labor Code § 2802.

119. DEFENDANTS have failed to indemnify or in any manner reimburse, MACIA and AGGRIEVED EMPLOYEES for these expenditures and losses. By requiring employees to pay expenses and cover losses related to work-related duties, DEFENDANTS have violated Labor Code § 2802.

120. As a direct, foreseeable, and proximate result of DEFENDANTS conduct, as alleged above, MACIA and AGGRIEVED EMPLOYEES have suffered and continue to suffer economic loss. The exact amount of such loss is presently unknown to PLAINTIFF, and PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact amount when it has been ascertained.

121. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF is entitled to reimbursement of expenditures, in an amount according to proof at trial, interest thereon, and an award of attorneys' fees, and costs pursuant to Labor Code § 2802(c).

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements

[Labor Code §226]

(Against QUADIENT and DOES 1-50)

122. MACIA re-alleges the allegations set forth above and incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

123. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were employers, required to comply with the Labor Code in respect to employees' wages, hours, and working conditions.

124. At all relevant times mentioned herein, MACIA and AGGRIEVED EMPLOYEES were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

125. Labor Code §226(a), in pertinent part, provides: "An employer... at time of each payment of wages, shall furnish each of [its] employees, either as a detachable part of the check, draft, or voucher paying the employees wages or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the

1 employee, ...(5) net wages earned, (6) the inclusive dates of the period for which the employee is
2 paid, and (9) all applicable hourly rates in effect during the pay period and the corresponding number
3 of hours worked at each hourly rate by the employee.”

4 126. DEFENDANTS have violated Labor Code § 226 by failing to accurately set forth the
5 net and gross wages earned when DEFENDANTS knowingly required MACIA and AGGRIEVED
6 EMPLOYEES to work.

7 127. DEFENDANTS have further violated Labor Code § 226 by failing to accurately set
8 forth the net and gross wages earned when they knowingly failed to pay MACIA and AGGRIEVED
9 EMPLOYEES premium wages for all missed or uninterrupted rest periods.

10 128. DEFENDANTS have further violated Labor Code § 226 by failing to accurately set
11 forth the net and gross wages earned when they knowingly failed to pay MACIA and AGGRIEVED
12 EMPLOYEES premium wages for all missed or uninterrupted meal periods.

13 129. DEFENDANTS have failed to provide timely, accurate itemized wage statements to
14 MACIA and AGGRIEVED EMPLOYEES in accordance with California Labor Code § 226(a).

15 130. As a result of DEFENDANTS’ failure to provide MACIA and AGGRIEVED
16 EMPLOYEES with timely, accurate itemized wage statements pursuant to Labor Code § 226(a),
17 MACIA and AGGRIEVED EMPLOYEES are entitled to penalties pursuant to Labor Code § 226(e),
18 which states:

19 131. “An employee suffering injury as a result of a knowing and intentional failure by an
20 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or
21 fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100)
22 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
23 four thousand dollars (\$4,000).”

24 132. As a direct, foreseeable, and proximate result of DEFENDANTS’ conduct, as alleged
25 above, MACIA and AGGRIEVED EMPLOYEES have suffered and continue to suffer economic loss
26 in enforcing their rights under Labor Code § 226. The exact amount of such loss is presently unknown
27 to PLAINTIFF, and PLAINTIFF will seek leave of Court to amend this Complaint to set forth the
28 exact amount when it has been ascertained.

1 133. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF is entitled
2 to recover all actual damages or statutory penalties, together with reasonable attorneys' fees and costs
3 Pursuant to Labor Code § 226(e)(1).

4 **SEVENTH CAUSE OF ACTION**

5 **Failure to Pay Wages Upon Termination**

6 *[Labor Code §§2926, 201 and 203]*

7 **(Against QUADIENT and DOES 1-50)**

8 134. MACIA re-alleges the allegations set forth above and incorporates by reference all
9 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

10 135. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were
11 employers, required to comply with the Labor Code in respect to employees' wages, hours, and
12 working conditions.

13 136. At all relevant times mentioned herein, MACIA and AGGRIEVED EMPLOYEES
14 were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

15 137. Labor Code §2926 states that "[a]n employee who is not employed for a specified term
16 and who is dismissed by his employer is entitled to compensation for services rendered up to the time
17 of such dismissal."

18 138. Labor Code §201 states that "[i]f an employer discharges an employee, the wages
19 earned and unpaid at the time of discharge are due and payable immediately."

20 139. Labor Code §203 provides that an employer who willfully fails to pay, without
21 abatement, or reduction, in accordance with sections 201, any wages of an employee who is
22 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
23 thereof at the same rate until paid or until an action, therefore, is commenced, but the wages shall not
24 continue for more than 30 days.

25 140. DEFENDANTS violated Labor Code §§ 2926 and 201 by failing to pay MACIA and
26 AGGRIEVED EMPLOYEES all earned wages, *including bonuses*, and premium wages within the
27 time periods permissible under the Labor Code.

28 ///

1 141. As a direct result of DEFENDANTS failure to pay MACIA and AGGRIEVED
2 EMPLOYEES all earned wages, *including bonuses*, and premium wages at the time of termination,
3 DEFENDANTS are liable to MACIA and AGGRIEVED EMPLOYEES pursuant to Labor Code §
4 203, in an amount equal to the employee's average daily wage, paid each day, for up to thirty (30)
5 days, until all earned wages and premium wages are paid in full.

6 142. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged
7 above, MACIA and AGGRIEVED EMPLOYEES have suffered and continues to suffer economic
8 loss. The exact amount of such loss is presently unknown to PLAINTIFF, and PLAINTIFF will seek
9 leave of Court to amend this Complaint to set forth the exact amount once it has been ascertained.

10 **EIGHTH CAUSE OF ACTION**

11 **Retaliation (Whistleblower Protection)**

12 *[Labor Code §1102.5(b)]*

13 **(Against QUADIENT and DOES 1-50)**

14 143. MACIA re-alleges the allegations set forth above and incorporates by reference all
15 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

16 144. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were
17 employers, required to comply with the Labor Code in respect to employees' wages, hours, and
18 working conditions.

19 145. At all relevant times mentioned herein, MACIA and AGGRIEVED EMPLOYEES
20 were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

21 146. Labor Code § 1102.5 states,

22 (a) "an employer, or any person acting on behalf of the employer, shall not make, adopt, or
23 enforce any rule, regulation, or policy preventing an employee from disclosing
24 information to a government or law enforcement agency, to a person with authority over
25 the employee, or to another employee who has authority to investigate, discover, or correct
26 the violation or noncompliance, or from providing information to, or testifying before, any
public body conducting an investigation, hearing, or inquiry, if the employee has
reasonable cause to believe the information discloses a violation of state or federal statute,
or a violation of or noncompliance with a local, state, or federal rule or regulation,
regardless of whether disclosing the information is part of the employee's job duties."

27 (b) "prohibits an employer or any person acting on behalf of the employer, from retaliating
28 against an employee for disclosing information, or because the employer believes that the
employee disclosed or may disclose information, to a government or law enforcement
agency, to a person with authority over the employee or another employee who has the

1 authority to investigate, discover, or correct the violation or noncompliance, or for
2 providing information to, or testifying before, any public body conducting an
3 investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the
4 information discloses a violation of state or federal statute, or a violation of or
5 noncompliance with a local, state, or federal rule or regulation, regardless of whether
6 disclosing the information is part of the employee's job duties."

7 147. As relevant here, Labor Code § 1102.5 (b) prohibits an employer from retaliating
8 against an employee for "disclosing information ... to a person with authority over the employee or
9 another employee who has the authority to investigate, discover, or correct the violation or non-
10 compliance." With the adoption of Senate Bill 496 in 2013, the California Legislature broadened §
11 1102.5 to ensure that employees are protected when they report suspected illegal behavior internally
12 to persons with authority to investigate or correct violations. This amendment "reflects the broad
13 public-policy interest in encouraging workplace whistle-blowers to report unlawful acts without
14 fearing retaliation." (*Green v. Ralee Engineering Co.* (1998) 19 Cal.4th 66, 77; see also *Lawson v.*
15 *PPG Architectural Finishes, Inc.* (2022) 12 Cal.5th 703, 709.)

16 148. Under California law, an employer's own written policies, including those that are
17 created to ensure compliance with state and federal equal-employment-opportunity laws, carry the
18 force of law once implemented. (*Yanowitz v. L'Oreal USA, Inc.* (2005) 36 Cal.4th 1028, 1047–1048.)
19 Employees are entitled to rely on such policies as governing rules of the workplace, and an
20 employee's good-faith report that an employer has violated its own legally-required policies
21 constitutes a protected disclosure under Labor Code § 1102.5(b).

22 149. As described in paragraphs 47 through 66 above, MACIA engaged in protected
23 activity, when reporting to a person with authority over MACIA who has the authority to investigate,
24 discover or correct the violation, that QUADIENT had violated its own TRANSFER POLICY. The
25 TRANSFER POLICY was implemented to ensure compliance with state and federal equal
26 employment opportunity laws. MACIA reasonably believed that QUADIENT's violations of this
27 policy constituted unlawful employment practices in contravention of state and federal law, as well
28 as company policy.

150. In retaliation for those protected disclosures, DEFENDANTS issued false discipline,
removed benefits, manipulated performance reviews, reduced compensation, conditioned payment of
her earned bonus on a release of claims, and ultimately terminated MACIA's employment.

151. PLAINTIFF is informed and believes, and based thereon alleges, that DEFENDANTS engaged in similar retaliatory conduct and maintained unlawful policies or practices that discouraged or punished other employees who made good-faith complaints or disclosures regarding violations of company policy, law, or regulation. These AGGRIEVED EMPLOYEES likewise suffered adverse employment actions, including discipline, denial of advancement opportunities, and termination, as a result of their protected activity.

152. Such acts constitute retaliation prohibited by Labor Code § 1102.5(b). Pursuant to Labor Code § 1102.5(f), DEFENDANTS, as a corporation, are subject to civil penalties not exceeding ten thousand dollars (\$10,000) for each violation of this section.

153. As a direct and proximate result of DEFENDANTS' unlawful conduct as alleged herein, PLAINTIFF and the AGGRIEVED EMPLOYEES have suffered and continue to suffer loss of earnings, bonuses, employment benefits, emotional distress, and other general and special damages in an amount according to proof at trial.

154. Pursuant to Labor Code § 1102.5(j) and § 2699(g)(1), PLAINTIFF and the AGGRIEVED EMPLOYEES request an award of reasonable attorneys' fees, costs of suit, civil penalties, and any other relief the Court deems just and proper.

NINTH CAUSE OF ACTION

Retaliation

[Gov. Code § 12940(h)]

(Against QUADIENT and DOES 1-50)

155. MACIA re-alleges the allegations set forth above and incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

156. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were employers, required to comply with the California Fair Employment and Housing Act (“FEHA and were prohibited from discriminating or retaliating against employees for engaging in activity protected under FEHA, including opposing practices forbidden by the Act or reporting violations of equal-employment-opportunity laws and policies.

///

1 157. Government Code § 12940(h) makes it an unlawful employment practice for an
2 employer “to discharge, expel, or otherwise discriminate against any person because the person has
3 opposed any practices forbidden under this part or because the person has filed a complaint, testified,
4 or assisted in any proceeding under this part.”

5 158. As described in paragraphs 47 through 66 above, MACIA engaged in protected
6 activity, when reporting to a person with authority over MACIA who has the authority to investigate,
7 discover or correct the violation, that QUADIENT had violated its own TRANSFER POLICY. The
8 TRANSFER POLICY was implemented to ensure compliance with state and federal equal
9 employment opportunity laws. MACIA reasonably believed that QUADIENT’s violations of this
10 policy constituted unlawful employment practices in contravention of state and federal law, as well
11 as company policy.

12 159. In retaliation for PLAINTIFF’s protected activity, DEFENDANTS issued MACIA
13 false discipline, removed benefits, manipulated performance reviews, reduced compensation,
14 conditioned payment of her earned bonus on execution of a release, and ultimately terminated her
15 employment

16 160. As a direct, foreseeable, and proximate result of DEFENDANTS’ conduct, as alleged
17 above, MACIA has suffered lost income, employment, and career opportunities, and has suffered and
18 continues to suffer other economic loss. The exact amount of such expenses is presently unknown to
19 PLAINTIFF and PLAINTIFF will seek leave of Court to amend this Complaint to set forth the exact
20 amount when it has been ascertained.

21 161. Pursuant to Civil Code § 3294, PLAINTIFF seeks punitive damages because
22 DEFENDANTS acted with malice, oppression, and conscious disregard of PLAINTIFF’s rights.
23 PLAINTIFF requests an assessment of punitive damages against DEFENDANTS in an amount to be
24 assessed at time of trial.

25 162. Pursuant to Government Code § 12965(b), PLAINTIFF seeks a reasonable award of
26 attorneys’ fees and costs, including expert fees pursuant to the FEHA.

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28 ///

1 **TENTH CAUSE OF ACTION**

2 **Failure to Prevent Retaliation**

3 **[Government Code § 12940(k)]**

4 **(Against QUADIENT and DOES 1–50)**

5 163. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs of this
6 Complaint as though fully set forth herein.

7 164. At all relevant times, QUADIENT and DOES 1–50 were employers within the
8 meaning of the California Fair Employment and Housing Act (“FEHA”) and were therefore obligated
9 to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from
10 occurring in the workplace.

11 165. Government Code § 12940(k) provides that it is an unlawful employment practice “for
12 an employer... to fail to take all reasonable steps necessary to prevent discrimination and harassment
13 from occurring.” California courts have consistently held that this provision also encompasses an
14 employer’s duty to take reasonable steps to prevent retaliation. (*Cal. Code Regs.*, tit. 2, § 11023(a);
15 *Northrop Grumman Corp. v. Workers’ Comp. Appeals Bd.* (2002) 103 Cal.App.4th 1021, 1035.)

16 166. As described in paragraphs 47 through 66 above, MACIA engaged in protected
17 activity, when reporting to a person with authority over MACIA who has the authority to investigate,
18 discover or correct the violation, that QUADIENT had violated its own TRANSFER POLICY. The
19 TRANSFER POLICY was implemented to ensure compliance with state and federal equal
20 employment opportunity laws. MACIA reasonably believed that QUADIENT’s violations of this
21 policy constituted unlawful employment practices in contravention of state and federal law, as well
22 as company policy.

23 167. DEFENDANTS knew or should have known that MACIA had engaged in protected
24 activity, and that MACIA was subjected to retaliation, yet DEFENDANTS failed to take immediate
25 and appropriate corrective action. DEFENDANTS further failed to adopt, enforce, or implement
26 adequate policies and procedures to prevent retaliation against employees who made good-faith
27 complaints or disclosures such as MACIA.

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168. DEFENDANTS' failure to take reasonable steps to prevent retaliation directly allowed and enabled the retaliatory acts alleged herein, including but not limited to issuing false discipline, manipulating performance reviews, removing benefits, reducing compensation, conditioning payment of earned bonuses on execution of a release, and terminating MACIA's employment.

169. As a direct, foreseeable, and proximate result of DEFENDANTS' failure to take reasonable steps to prevent retaliation, MACIA suffered loss of earnings, employment opportunities, career advancement, emotional distress, and other general and special damages in an amount according to proof at trial.

170. Pursuant to Civil Code § 3294, MACIA seeks punitive damages because DEFENDANTS acted with malice, oppression, and conscious disregard of MACIA's rights.

171. Pursuant to Government Code § 12965(b), MACIA requests an award of reasonable attorneys' fees, expert fees, and costs of suit.

ELEVENTH CAUSE OF ACTION

Civil Penalties Under The Private Attorney General Act

[Labor Code §2698]

(Against QUADIENT and DOES 1-50)

172. MACIA re-alleges the allegations set forth above and incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

173. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were employers, required to comply with the Labor Code in respect to employees' wages, hours, and working conditions.

174. At all relevant times mentioned herein, MACIA and AGGRIEVED EMPLOYEES were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws.

175. As a result of the acts alleged herein, MACIA, on behalf of the AGGRIEVED EMPLOYEES seeks the recovery of civil penalties pursuant to Labor Code § 2698, *et seq.*, for the following knowing and intentional violations:

176. pay the MACIA and AGGRIEVED EMPLOYEES for all wages earned, including but not limited to failure to pay overtime work in violation of Labor Code § 200 et seq.;

- a. failure to provide rest breaks in violation of Labor Code § 226.7;
- b. failure to provide meal breaks in violation of Labor Code § 226.7;
- c. pay a premium one-hour wage for missed rest breaks and meal breaks in violation of Labor Code §§226.7 and 512.;
- d. failure to reimburse or payment of business expenses in violation of Labor Code § 2802;
- e. failure to provide accurate, itemized wage statements in violation of by Labor Code § 226;
- f. failure to timely pay all wages due at the time of separation or termination of employment in violation of Labor Code §§ 201, 202, and 203; and;
- g. violation of Whistleblower protections of Labor Code § 1102.5.

177. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the California Labor Code, and if not specifically provided, those under § 2699(f). These shall include amounts sufficient to recover unpaid wages, including losses incurred by MACIA and other similarly situated employees working for DEFENDANTS, pursuant to Labor Code §§ 200 et seq., 2802, 226.3, 2699 subdivisions (a) and (f).

178. MACIA has mailed a notice to the LWDA by certified mail, notifying it of the specific provisions of the Labor Code alleged herein to have been violated, including the facts and theories to support the alleged violations, as required by the PAGA statute codified at Labor Code § 2698 et seq. More than sixty-five (65) calendar days have lapsed since MACIA postmarked the notice, and the LWDA has not taken any action or given notice of its intention to take any action.

179. MACIA was compelled to retain the services of counsel to file this court action to protect his interests and those of DEFENDANTS' other former and current employees, and to assess and collect the civil penalties owed by DEFENDANT. PLAINTIFF has thereby incurred attorneys' fees and costs, which he is entitled to recover under Labor Code § 2699.

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1 **TWETLFTH CAUSE OF ACTION**

2 **Unfair Business Practices**

3 ***[Business and Professions Code § 17200, et seq.]***

4 **(Against QUADIENT and DOES 1-50)**

5 180. MACIA re-alleges the allegations set forth above and incorporates by reference all
6 allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

7 181. At all relevant times herein, QUADIENT, DOES 1-50, and each of them, were
8 employers, required to comply with the Labor Code in respect to employees' wages, hours, and
9 working conditions.

10 182. At all relevant times mentioned herein, MACIA and AGGRIEVED EMPLOYEES
11 were non-exempt employees of DEFENDANTS, and entitled to all benefits under California Laws

12 183. Business and Professions Code § 17200, et seq. prohibits unfair competition in the
13 form of any unlawful, unfair, deceptive, or fraudulent business practices.

14 184. DEFENDANTS' violations of Labor Code §§ 201, 203, 2926, and other applicable
15 provisions, as alleged herein, including, inter alia, DEFENDANTS' failure to compensate MACIA
16 and AGGRIEVED EMPLOYEES for all wages earned, DEFENDANTS' failure to provide timely
17 and accurate wage and hour statements, and DEFENDANTS' failure to pay compensation due in a
18 timely manner upon termination constitute unfair business practices in violation of Business &
19 Professions Code §§ 17200, et seq.

20 185. The knowing conduct of DEFENDANTS, as alleged herein, constitutes an unlawful
21 and/or fraudulent business practice, as set forth in Business and Professions Code §§ 17200-17208.
22 Specifically, DEFENDANTS conducted business activities while failing to comply with the legal
23 mandates herein.

24 186. DEFENDANTS' knowing failure to adopt policies in accordance with, and/or to
25 adhere to these laws, all of which are binding upon and burdensome on its competitors, engenders an
26 unfair competitive advantage for DEFENDANTS, thereby constituting an unfair business practice, as
27 set forth in Business and Professions Code § 17208.

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1 187. Business and Professions Code § 17203 provides that the Court may restore to any
2 person in interest any money or property which may have been acquired by means of such unfair
3 competition.

4 188. As a direct and proximate result of the acts, MACIA was injured and suffered the loss
5 of money in the amount of, inter alia, unpaid wages that she was otherwise entitled to receive.

6 189. MACIA is entitled to restitution to Business and Professions Code §§ 17203 and
7 17208 for all wages unlawfully withheld as a result of DEFENDANTS' unlawful and unfair conduct.

8 190. MACIA is informed and believes and thereon alleges that the actions of
9 DEFENDANTS' employees, officers, directors, and/or managing agents were undertaken with the
10 prior approval, consent, and authorization of DEFENDANTS and were subsequently authorized and
11 ratified by it as well by the and through its officers, directors, and/or managing agents.

12 191. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, as alleged
13 above, MACIA and AGGRIEVED EMPLOYEES has suffered lost income, employment, and career
14 opportunities, and has suffered and continues to suffer other economic loss. The exact amount of such
15 loss is presently unknown to PLAINTIFF and PLAINTIFF will seek leave of Court to amend this
16 Complaint to set forth the exact amount when it has been ascertained.

17 192. These unlawful acts were further encouraged by DEFENDANTS and done with a
18 conscious disregard for MACIA and AGGRIEVED EMPLOYEES' rights and with the intent, design,
19 and purpose of injuring PLAINTIFF and AGGRIEVED EMPLOYEES.

20 193. MACIA's success in this action will enforce important rights affecting the public
21 interest. PLAINTIFF seeks, and is entitled to, injunctive relief as well as all other appropriate
22 equitable remedies. Injunctive relief is necessary and appropriate to prevent DEFENDANTS from
23 repeating the wrongful business practices alleged herein.

24 **THIRTEENTH CAUSE OF ACTION**

25 **Wrongful Termination in Violation of Public Policy**

26 *[Gov. Code § 12940(h); Lab. Code § 1102.5]*

27 **(Against QUADIENT and DOES 1–50)**

28 194. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs of this

1 Complaint as though fully set forth herein.

2 195. At all relevant times herein, QUADIENT and DOES 1–50 were employers within the
3 meaning of the California Labor Code and Government Code and were required to comply with the
4 California Fair Employment and Housing Act (“FEHA”) and California Labor Code § 1102.5, both
5 of which express fundamental public policies of this State prohibiting retaliation against employees
6 who engage in protected activity.

7 196. It is the public policy of the State of California, as set forth in Government Code §
8 12940(h), to protect employees from retaliation for opposing practices forbidden by the FEHA or for
9 reporting conduct that violates equal-employment-opportunity laws.

10 197. It is further the public policy of the State of California, as set forth in Labor Code §
11 1102.5, to protect employees who disclose, or refuse to participate in, activities they reasonably
12 believe to be unlawful, and to encourage the reporting of workplace violations without fear of
13 retaliation.

14 198. As described in paragraphs 47 through 66 above, MACIA engaged in protected
15 activity, when reporting to a person with authority over MACIA who has the authority to investigate,
16 discover or correct the violation, that QUADIENT had violated its own TRANSFER POLICY. The
17 TRANSFER POLICY was implemented to ensure compliance with state and federal equal
18 employment opportunity laws. MACIA reasonably believed that QUADIENT’s violations of this
19 policy constituted unlawful employment practices in contravention of state and federal law, as well
20 as company policy.

21 199. DEFENDANTS were aware of MACIA’s protected disclosures and, in retaliation,
22 subjected her to adverse employment actions, including issuing false discipline, manipulating
23 performance reviews, removing benefits, conditioning payment of her earned bonus on execution of
24 a release, and ultimately terminating her employment on or about April 30, 2025.

25 200. DEFENDANTS’ termination of MACIA’s employment was motivated by her
26 protected activity/disclosures and was carried out in violation of the fundamental public policies of
27 the State of California embodied in Labor Code § 1102.5 and Government Code § 12940(h).

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201. As a direct, foreseeable, and proximate result of DEFENDANTS' unlawful conduct, MACIA has suffered and continues to suffer loss of earnings, employment opportunities, and career advancement, as well as emotional distress and other general and special damages in an amount to be determined at trial.

202. Pursuant to Civil Code § 3294, MACIA seeks punitive damages because DEFENDANTS acted with malice, oppression, and conscious disregard of MACIA's rights.

203. MACIA also seeks recovery of attorneys' fees and costs under any applicable statute or equitable principle, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

Wherefore, Plaintiff, ROCIO MACIA, prays for judgment against QUADIENT, and DOES
1-50 as follows:

1. For declaratory relief finding that Defendants' conduct, as alleged herein, violated California's Labor Code, Government Code, and Business & Professions Code;
2. For compensatory damages, including but not limited to lost wages, lost employment benefits, loss of future earnings, and other pecuniary losses, according to proof at trial;
3. For general damages for emotional distress, pain, suffering, humiliation, anxiety, and loss of enjoyment of life, in an amount to be determined at trial;
4. For restitution and disgorgement of all monies wrongfully obtained by Defendants as a result of their unlawful and unfair business practices, pursuant to Business & Professions Code § 17200 et seq.;
5. For civil penalties as authorized under the Private Attorneys General Act of 2004 (Labor Code §§ 2698 et seq.) for each and every Labor Code violation committed against Plaintiff and the Aggrieved Employees;
6. For liquidated damages, waiting-time penalties, and statutory penalties as provided by law, including but not limited to those under Labor Code §§ 201–203, 226, 226.7, 1194, 1198, 2802, and 1102.5;
7. For unpaid wages, including but not limited to overtime, double-time, meal- and rest-period premiums, and unpaid bonuses, together with interest thereon, according to proof

1 at trial;

2 8. For reimbursement of all necessary business expenses pursuant to Labor Code § 2802;

3 9. For injunctive and equitable relief as permitted by law, including but not limited to
4 reinstatement, policy revisions, and compliance with California wage-and-hour and anti-
5 retaliation statutes;

6 10. For punitive and exemplary damages pursuant to Civil Code § 3294, due to Defendants'
7 oppression, fraud, and malice in engaging in unlawful discrimination, retaliation, and
8 wrongful termination;

9 11. For reasonable attorneys' fees, expert witness fees, and costs of suit incurred herein,
10 pursuant to Government Code § 12965(b) and Labor Code §§ 1102.5(j), 226(e), 1194,
11 2802, 2699(g), and any other applicable authority;

12 12. For pre-judgment and post-judgment interest as permitted by law; and

13 13. For such other and further legal and equitable relief as the Court may deem just and
14 proper.

15
16 DATED: October 27, 2025

K & S LAW GROUP, P.C.

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18 By: /s/ Omid J. Shirazi
19 Omid J. Shirazi,
20 Attorney for Plaintiff,
21 ROCIO MACIA
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DEMAND FOR JURY TRIAL

MACIA demands a trial by jury as to all issues so triable.

DATED: October 27, 2025

K & S LAW GROUP, P.C.

By: /s/ Omid J. Shirazi
Omid J. Shirazi,
Attorney for Plaintiff,
ROCIO MACIA