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7 Attorneys for Plaintiff LISA GUTIERREZ MENDEZ

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 UNLIMITED JURISDICTION

12 LISA GUTIERREZ MENDEZ, on behalf of
herself and all other current and former non-
13 exempt employees, and the general public,

14 *Plaintiff,*

15 v.

16 SECURITAS SECURITY SERVICES USA,
INC., a Delaware Stock Corporation;
17 SECURITAS HOLDINGS, INC., a Delaware
Stock Corporation; SECURITAS
18 TRANSPORT AVIATION SECURITY USA,
INC., a Delaware Stock Corporation;
19 MARCHENA CHENDEKA, an individual;
and DOES 1 through 50, inclusive,

20 *Defendants.*
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Case No. **26STCV17378**

CLASS AND REPRESENTATIVE ACTION

COMPLAINT

1. Sexual Harassment in Violation of Gov. Code § 12940 et seq.;
2. Race and National Origin Discrimination in Violation of Gov. Code § 12940 et seq.;
3. Retaliation in Violation of Gov. Code § 12940(h);
4. Failure to Prevent Discrimination and Harassment in Violation of Gov. Code § 12940(k);
5. Violation of Labor Code § 1102.5;
6. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
7. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
8. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
9. Failure to Indemnify (Lab. Code § 2802);
10. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
11. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
12. Wrongful Termination in Violation of Public Policy;
13. Intentional Infliction of Emotional Distress;
14. Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.);

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15. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff LISA GUTIERREZ MENDEZ (“Plaintiff”), on behalf of herself and all other
2 current and former non-exempt employees, and the general public, complains and alleges as
3 follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this action against defendants SECURITAS SECURITY
6 SERVICES USA, INC., a Delaware Stock Corporation; SECURITAS HOLDINGS, INC., a
7 Delaware Stock Corporation; SECURITAS TRANSPORT AVIATION SECURITY USA, INC., a
8 Delaware Stock Corporation; MARCHENA CHENDEKA, an individual; and DOES 1 through 50,
9 inclusive, (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As
10 set forth below, Plaintiff alleges that Defendants have

- 11 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
12 periods;
- 13 (2) failed to provide them with rest periods;
- 14 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 15 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
16 rate of pay;
- 17 (5) failed to pay them at least minimum wage for all hours worked;
- 18 (6) failed to pay them overtime wages at the correct rate;
- 19 (7) failed to reimburse them for all necessary business expenses;
- 20 (8) failed to provide them with accurate written wage statements; and
- 21 (9) failed to pay them all of their final wages following separation of employment.

22 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
23 restitution, civil and statutory penalties, and related relief on behalf of herself and all others
24 similarly situated, all other aggrieved employees, and the State of California.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
27 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
28 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

1 3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil
2 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
3 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
4 maintains offices, transacts business, and/or has an agent therein.

5 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

6 4. Prior to the initiation of this lawsuit, Plaintiff filed a complaint against each named
7 defendant with the California Department of Fair Employment and Housing (DFEH) pursuant
8 to California Government Code section 12900, *et seq.*, alleging the claims described in this
9 complaint. On May 12, 2026, the DFEH issued a “right to sue” letter. A true and correct copy of
10 the administrative complaint and the “right to sue” letter is attached as Exhibit A. All conditions
11 precedent to the institution of this lawsuit have been fulfilled. This action is filed within one year
12 of the date that the DFEH issued its right to sue letter.

13 **PARTIES**

14 5. Plaintiff is and was, and at all relevant times mentioned herein, an individual
15 residing in the State of California.

16 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant
17 SECURITAS SECURITY SERVICES USA, INC. is, and at all relevant times mentioned herein, a
18 Delaware Stock Corporation doing business in the State of California.

19 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant
20 SECURITAS HOLDINGS, INC., is, and at all relevant times mentioned herein, a Delaware Stock
21 Corporation doing business in the State of California.

22 8. Plaintiff is informed and believes, and thereupon alleges, that Defendant
23 SECURITAS TRANSPORT AVIATION SECURITY USA, INC. is, and at all relevant times
24 mentioned herein, a Delaware Stock Corporation doing business in the State of California.

25 9. Plaintiff is informed and believes, and thereupon alleges that Defendant
26 MARCHENA CHENDEKA is and at all relevant times mentioned herein remains, an individual
27 residing in the State of California.

28 10. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as

DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

FACTUAL BACKGROUND

12. Plaintiff is a Hispanic woman who was hired by Defendants in or around December 1, 2021. Plaintiff was a hardworking and steadfast employee, who performed her job duties competently and efficiently, within the Defendants' rules, requirements, and policies.

13. In or around the middle of December 2023, Front Lot Supervisor RAY ("RAY") approached Plaintiff while she was on duty and pressured her to show her tongue piercing. RAY then made explicit sexual remarks about Plaintiff's husband and the piercing, including, "Wow, I bet your husband really loves that. You be doing things to him huh?," followed by a sexual joke. Plaintiff disregarded and did not engage with RAY's remarks. Following Plaintiff's refusal to engage, RAY became cold and distant toward Plaintiff.

14. The next day, RAY issued Plaintiff a write-up for "phone use." Plaintiff denied the allegation and explained that she adhered to Defendant's strict "No Phone" policy while on duty. Plaintiff stated that surveillance footage would confirm her compliance with the policy.

15. That same day, Plaintiff reported RAY's sexual harassment and the retaliatory nature of the write-up to the Watch Commander and filed a report with Human Resources.

1 16. In or around January 2024, Plaintiff met with HR Representative MARCHENA
2 CHENDEKA (“MARCHENA”) regarding her complaint. MARCHENA dismissed Plaintiff’s
3 concerns, falsely asserting that RAY was not working on the date of the incident. Plaintiff requested
4 that surveillance footage be reviewed to corroborate her account, but MARCHENA refused to
5 investigate further. Despite Plaintiff’s pleas for intervention and protection from harassment and
6 retaliation, MARCHENA refused to take corrective action.

7 17. In late January 2024, RAY continued to harass Plaintiff by making comments about
8 her tongue ring and mocking her over the radio while she was performing her duties. Plaintiff made
9 verbal complaints to MARCHENA regarding this continued harassment, but MARCHENA ignored
10 Plaintiff’s complaints. Defendants failed to take prompt, thorough, and effective remedial action,
11 and instead subjected Plaintiff to further harassment and retaliation, culminating in her termination.

12 18. In or around February 14, 2025, Defendants terminated Plaintiff’s employment for
13 resisting and complaining about unlawful harassment and for exercising her rights under the FEHA.

14 19. On February 14, 2025, when Plaintiff sought her final paycheck, MARCHENA
15 refused to provide it, used racial slurs, including “dirty fucking beaner,” and locked Plaintiff inside
16 the building, forcing Plaintiff to call 911 to secure her release.

17 20. A responding police officer arrived and escorted Plaintiff. Even in the officer’s
18 presence, MARCHENA refused to provide Plaintiff with her final paycheck, telling the officer,
19 “Get her the fuck out of my job site. I ain’t giving her the final paycheck, fuck her!”

20 21. Plaintiff received her final paycheck approximately one week after the February 14,
21 2025 incident. MARCHENA and her family then harassed Plaintiff through letters and social
22 media. As a result, Plaintiff moved residences and changed her phone number. MARCHENA was
23 later terminated from her position but continued to harass Plaintiff with letters threatening a lawsuit.

24 **CLASS ALLEGATIONS**

25 22. This action has been brought and may be maintained as a class action pursuant to
26 Code of Civil Procedure § 382 because there is a well-defined community of interest among the
27 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
28 unaware of any difficulties likely to be encountered in managing this case as a class action.

1 23. **Relevant Time Period:** The relevant time period is defined as the time period
2 beginning four years prior to the filing of this action until judgment is entered.

3 **Hourly Employee Class:** All persons employed by Defendants whether directly or
4 indirectly through any staffing agencies and/or any other third parties in hourly or non-
exempt positions in California during the **Relevant Time Period**.

5 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked
6 in a shift in excess of five hours during the **Relevant Time Period**.

7 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked
8 a shift of at least three and one-half (3.5) hours during the **Relevant Time**
9 **Period**.

10 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
11 members employed by Defendants in California during the period beginning
12 one year before the filing of this action and ending when final judgment is
13 entered.

14 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
15 who separated from their employment with Defendants during the period
16 beginning three years before the filing of this action and ending when final
17 judgment is entered.

18 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in
19 California during the **Relevant Time Period**.

20 **Expense Reimbursement Class:** All persons employed by Defendants in California
21 who incurred business expenses during the **Relevant Time Period**.

22 24. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
23 right to amend or modify the class definitions with greater specificity by further division into sub-
24 classes and/or by limitation to particular issues.

25 25. **Numerosity:** The class members are so numerous that the individual joinder of each
26 individual class member is impractical. While Plaintiff does not currently know the exact number of
27 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
28 exceeds the minimum required for numerosity under California law.

 26. **Commonality and Predominance:** Common questions of law and fact exist as to all
class members and predominate over any questions that affect only individual class members. These
common questions include, but are not limited to:

- i. Whether Defendants maintained a policy or practice of failing to provide employees
with their meal periods;

- 1 ii. Whether Defendants maintained a policy or practice of failing to provide employees
2 with their rest periods;
- 3 iii. Whether Defendants failed to pay premium wages to class members when they have
4 not been provided with required meal and/or rest periods;
- 5 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
6 as a result of policies that fail to provide meal periods in accordance with California
7 law;
- 8 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
9 for all time worked;
- 10 vi. Whether Defendants failed to reimburse class members for all necessary business
11 expenses incurred during the discharge of their duties;
- 12 vii. Whether Defendants failed to provide class members with accurate written wage
13 statements as a result of providing them with written wage statements with
14 inaccurate entries for, among other things, amounts of gross and net wages, and total
15 hours worked;
- 16 viii. Whether Defendants applied policies or practices that result in late and/or incomplete
17 final wage payments;
- 18 ix. Whether Defendants are liable to class members for waiting time penalties under
19 Labor Code section 203;
- 20 x. Whether class members are entitled to restitution of money or property that
21 Defendants may have acquired from them through unfair competition;

22 27. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
23 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing
24 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

25 28. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
26 that she has no interests that are adverse to or otherwise conflict with the interests of absent class
27 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
28 and adequately represent and protect the interests of the other class members.

1 29. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
2 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
3 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
4 behalf of Plaintiff and absent class members.

5 30. **Superiority:** A class action is vastly superior to other available means for fair and
6 efficient adjudication of the class members' claims and would be beneficial to the parties and the
7 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
8 common claims simultaneously and efficiently in a single forum without the unnecessary
9 duplication of effort and expense that numerous individual actions would entail. In addition, the
10 monetary amounts due to many individual class members are likely to be relatively small and would
11 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
12 Moreover, a class action will serve an important public interest by permitting class members to
13 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
14 potential for inconsistent or contradictory judgments inherent in individual litigation.

15 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 31. Plaintiff worked for Defendants as an hourly, non-exempt employee from
17 approximately December 1, 2021 through February 14, 2025.

18 **Off-the-Clock Work**

19 32. Plaintiff and the putative class were not paid all wages earned as Defendants
20 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
21 clock work.

22 33. Plaintiff and the putative class regularly performed work after their scheduled work
23 hours and were not paid for this time. Plaintiff and the putative class were instructed to perform
24 duties such as directing traffic; controlling doors and gates on the premises; and assisting other
25 employees in navigating the premises, after they had already clocked out and were not paid for the
26 time spent performing these additional duties.

27 34. As a result of performing off-the-clock work that was directed, permitted, or
28 otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this

1 time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were
2 clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent
3 working off-the-clock.

4 35. Defendants knew or should have known that Plaintiff and the putative class were
5 performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
6 putative class for these hours.

7 36. Defendants were aware of this practice and directed, permitted, or otherwise
8 encouraged Plaintiff and the putative class to perform off-the-clock work.

9 37. As a result of Defendants' policies and practices, Plaintiff and the putative class were
10 not paid for all hours worked.

11 **Missed Meal Periods and Auto-Deduct**

12 38. During their employment with Defendants, Plaintiff and the putative class regularly
13 worked shifts of eight to twelve hours per day, without being afforded a meal break during the first
14 five hours, and/or a second meal break after ten hours, as required by California law. Defendants
15 had a policy of automatically deducting thirty minutes from Plaintiff's and the putative class's
16 paychecks, regardless of whether Plaintiff and the putative class received a meal period or not.

17 39. Plaintiffs and the putative class members were not provided with meal periods of at
18 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
19 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
20 shift with not enough workers; (3) imposing so much work on each employee such that it made it
21 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
22 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
23 meal and rest periods.

24 40. As a result of Defendants' policy, Plaintiffs and the putative class were regularly not
25 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
26 worked due to complying with Defendants' productivity requirements that required Plaintiff and
27 the putative class to work through their meal periods in order to complete their assignments on
28 time, remaining on duty when there was no one to relieve them from their guard posts.

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1 **Missed Rest Periods**

2 41. Plaintiff and the putative class were not provided with rest periods of at least ten
3 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
4 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
5 each work shift with not enough workers; (3) imposing so much work on each employee such that
6 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
7 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
8 take their meal and rest periods.

9 42. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
10 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
11 due to complying with Defendants' productivity requirements that required Plaintiff and the
12 putative class to work through their rest periods in order to complete their assignments on time,
13 remaining on duty when there was no one to relieve them from their guard posts.

14 **Expense Reimbursement**

15 43. Plaintiff and the putative class members were required to utilize their own personal
16 vehicles and cell phones to perform their job duties.

17 44. Plaintiff and the putative class members were not reimbursed for business expenses
18 incurred in driving their personal vehicles between different guard posts and using their personal
19 cell phones to communicate with colleagues regarding job duties.

20 45. In addition, Plaintiff and the putative class members were not paid at least two times
21 the minimum wage for all hours worked.

22 46. Defendants failed to reimburse Plaintiff and the putative class for such necessary
23 business expenses incurred by them.

24 **Wage Statements**

25 47. Plaintiff and the putative class were not provided with accurate wage statements as
26 mandated by law pursuant to Labor Code § 226.

27 48. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
28 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-

1 clock” work were not included.

2 49. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
3 worked by the employee” were not accurately reflected in that all hours worked, including overtime
4 and “off-the-clock” work were not included.

5 50. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
6 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
7 clock” work were not included.

8 51. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
9 hourly rates in effect during the pay period and the corresponding number of hours worked at each
10 hourly rate by the employee” were not accurately reflected in that all hours worked, including
11 overtime and “off-the-clock” work were not included.

12 **FIRST CAUSE OF ACTION**

13 **SEXUAL HARASSMENT IN VIOLATION OF GOV. CODE § 12940 ET SEQ**

14 **(Against All Defendants)**

15 52. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth
16 in full herein.

17 53. The actions of Defendants, as described in this Complaint, constitute
18 unlawful sexual harassment against Plaintiff.

19 54. The harassment by Defendants created a hostile, intimidating, and oppressive work
20 environment for Plaintiff, whereby the conditions of their employment were adversely affected.

21
22 Moreover, the harassment impeded Plaintiffs’ process and the enjoyment of their employment for
23 Defendants.

24 55. Defendants’ harassment and discrimination described in this Complaint violates the
25 Fair Employment and Housing Act as promulgated in Government Code section 12940 *et seq.* and
26 other state and federal statutes that prohibit harassment and discrimination in employment,
27 including the California Constitution and Civil Rights Act, as amended.

28 56. As a direct and proximate result of Defendants’ harassment and discrimination,

1 Plaintiffs have suffered and will continue to suffer damages in an amount within the jurisdiction of
2 this Court, the exact amount to be proven at trial. Such damages include loss of salary and other
3 valuable employment benefits, prejudgment interest and interest on the sum of damages at the legal
4 rate, and other consequential damages, including damages for shame, humiliation, mental anguish,
5 and emotional distress caused by the conduct of Defendants and each of them.

6 57. In addition, pursuant to Government Code section 12965(b), Plaintiff is entitled
7 to her attorneys' fees in prosecuting this lawsuit.

8 58. Because the wrongful acts against Plaintiff were carried out, authorized, or ratified
9 by Defendants' directors, officer and/or managing agents, acting with malice, oppression or fraud,
10 or were deliberate, willful, and in conscious disregard of the probability of causing injury to
11 Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff seeks punitive
12 damages against Defendants, and each of them, in order to deter them from such and similar
13 conduct in the future.

14 **SECOND CAUSE OF ACTION**

15 **RACE AND NATIONAL ORIGIN DISCRIMINATION IN VIOLATION OF GOV. CODE**

16 **§12940 ET SEQ.**

17 **(Against All Defendants)**

18 59. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
19 forth herein.

20 60. Under the FEHA an employer may not discriminate against an employee on the basis
21 of her race and/or national origin, and pursuant to Government Code section 12940 *et seq.*

22 61. Defendants discriminated against Plaintiff by subjecting her to adverse employment
23 actions, including her termination, on account of her race or national origin, as alleged above
24 and herein.

25 62. As a direct and proximate cause of Defendants' violation of the FEHA, Plaintiff has
26 suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the
27 exact amount to be proven at trial.

28 63. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff

1 has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and
2 anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety, all of which is
3 substantial and enduring. The exact nature and extent of these injuries is presently unknown to
4 Plaintiff, who will pray leave of court to assert the same when they are ascertained.

5 64. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
6 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
7 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
8 knowledge, consent, and ratification of managerial employees of Defendant, and thereby justify the
9 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

10 **THIRD CAUSE OF ACTION**

11 **RETALIATION IN VIOLATION OF GOV. CODE §12940(h)**

12 **(Against All Defendants)**

13 65. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
14 forth herein.

15 66. At all times herein mentioned, FEHA, Government Code section 12940(h), was in
16 full force and effect and binding on Defendants. These statutes require Defendants to refrain from
17 retaliating against Plaintiff.

18 67. Defendants' adverse actions against Plaintiff as described in this Complaint
19 constitute unlawful retaliation against Plaintiff for reporting sexual harassment.

20 68. As a direct and proximate cause of Defendants' violation of California Government
21 Code section 12940(h), Plaintiff has suffered and will continue to suffer damages in an amount
22 within the jurisdiction of this court, the exact amount to be proven at trial.

23 69. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff
24 has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and
25 anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety. The exact nature
26 and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert
27 the same when they are ascertained.

28 70. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,

1 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
2 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
3 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
4 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**

7 **IN VIOLATION OF GOV. CODE § 12940(k)**

8 **(Against All Defendants)**

9 71. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth
10 in full herein.

11 72. At all times mentioned herein, California Government Code section 12940 *et*
12 *seq.* was in full force and effect and binding on Defendants. These sections require Defendants to
13 take reasonable steps to prevent discrimination from occurring.

14 73. As alleged herein, Plaintiff suffered unlawful discrimination and harassment at the
15 hands of Defendants.

16 74. Defendants, and each of them, failed to take all reasonable steps to prevent such
17 harassment and discrimination in violation of Government Code section 12940(k).

18 75. Defendants failed to take appropriate and/or reasonable steps to train
19 and/or monitor its employees, supervisors and/or managers regarding disability discrimination
20 by failing to enforce a policy against unlawful discrimination, and by failing to take prompt
21 and appropriate disciplinary action against the perpetrators of discrimination.

22 76. As a direct and proximate result of Defendants' failure to take all reasonable steps to
23 prevent harassment and discrimination, Plaintiff has suffered and will continue to suffer damages in
24 an amount within the jurisdiction of this Court, the exact amount to be proven at trial. Such
25 damages include loss of salary and other valuable employment benefits, prejudgment interest and
26 interest on the sum of damages at the legal rate, and other consequential damages, including
27 damages for shame, humiliation, mental anguish, and emotional distress caused by the conduct of
28 Defendants and each of them.

77. In addition, pursuant to Government Code section 12965(b), Plaintiff is entitled to his attorneys' fees in prosecuting this lawsuit.

78. Because the wrongful acts against Plaintiff were carried out, authorized, or ratified by Defendants' directors, officers and/or managing agents, acting with malice, oppression or fraud, or were deliberate, willful, and in conscious disregard of the probability of causing injury to Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff seeks punitive damages against Defendants, and each of them, in order to deter them from such and similar conduct in the future.

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 1102.5
(Against All Defendants)

79. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

80. Plaintiff attempted to disclose and remedy the Company's violations of Cal. Gov. Code section 12940 *et seq.*, and Business and Professions Code section 17200 governing discrimination, harassment, retaliation and unfair business practices. Plaintiff disclosed the violations to persons with authority over her, and to another employee who had authority to investigate, discover, or correct the violation or noncompliance.

81. The Company violated Labor Code § 1102.5 by, inter alia:

- a. Making, adopting or enforcing a rule, regulation or policy preventing Plaintiff from disclosing information to a government or law enforcement agency, or to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, where Plaintiff had reasonable cause to believe that the information disclosed was a violation of state or federal statute, or a violation or noncompliance with a state or federal regulation:
- b. Retaliating against Plaintiff for disclosing information to a government or law enforcement agency, to a person with authority over the employee or another

1 employee who has the authority to investigate, discover, or correct the violation
2 or noncompliance, where Plaintiff had reasonable cause to believe that the
3 information discloses a violation of state or federal statute, or a violation or
4 noncompliance with a state or federal rule or regulation;

5 c. Retaliating against Plaintiff for refusing to participate in an activity that would
6 result in a violation of state or federal statute, or a violation or noncompliance
7 with a state or federal rule or regulation; and

8 d. Retaliating against Plaintiff for having exercised her rights under the foregoing
9 paragraphs 81 a, b, and c.

10 82. Defendants/The Company resisted and opposed Plaintiff's attempts to disclose and
11 remedy its violations of Labor Code § 1102.5. Indeed, Defendants retaliated against Plaintiff
12 for disclosing Defendants' violations and unlawful practices by terminating him/her.

13 83. As a direct and proximate cause of Defendants' violation of Labor Code § 1102.5,
14 Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of
15 this court, the exact amount to be proven at trial.

16 84. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff
17 has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and
18 anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety. The exact nature
19 and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert
20 the same when they are ascertained.

21 85. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
22 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
23 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
24 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
25 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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1 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
2 members were not subject to valid on-duty meal period agreements with Defendants.

3 93. Plaintiff alleges that, at all relevant times during the applicable limitations period,
4 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
5 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
6 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

7 94. Plaintiff alleges that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
9 **Class** members when they worked five (5) hours without clocking out for any meal period.

10 95. Plaintiff alleges that, at all relevant times during the applicable limitations period,
11 Defendants maintained a policy or practice of automatically deducting one-half hour for a meal
12 period from the paychecks of **Meal Period Sub-Class** members on each day they worked,
13 regardless of whether or not they were able to take an uninterrupted, duty-free meal period.

14 96. Plaintiff alleges that, at all relevant times during the applicable limitations period,
15 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
16 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
17 failed to pay them premium wages as required by Labor Code § 512 and the applicable Wage
18 Order.

19 97. Moreover, Defendants' written policies do not provide that employees must take
20 their first meal period before the end of the fifth hour of work, that employees are entitled to a
21 second meal period if they work a shift of over ten hours, or that the second meal period must
22 commence before the end of the tenth hour of work, unless waived.

23 98. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
24 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
25 regular rates of pay when required meal periods were not provided.

26 99. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
27 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
28 costs of suit.

1 100. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
2 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the **Meal**
3 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO PROVIDE REST PERIODS**
6 **(Lab. Code §§ 204, 223, 226.7 and 1198)**
7 **(Plaintiff and Rest Period Sub-Class)**

8 101. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

9 102. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
10 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
11 Code and the applicable Wage Order.

12 103. Section 12 of the applicable Wage Order imposes an affirmative obligation on
13 employers to permit and authorize employees to take required rest periods at a rate of no less than
14 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
15 in the middle of each work period insofar as practicable.

16 104. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
17 from requiring employees to work during required rest periods and require employers to pay non-
18 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
19 workday that the employee is not provided with the required rest period(s).

20 105. Compensation for missed rest periods constitutes wages within the meaning of Labor
21 Code § 200.

22 106. Labor Code § 1198 makes it unlawful to employ a person under conditions that
23 violate the Wage Order.

24 107. Plaintiff alleges that, at all relevant times during the applicable limitations period,
25 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
26 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,
27 as required by the applicable Wage Order.

28 108. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**

1 **Class** members additional premium wages when required rest periods were not provided.

2 109. Specifically, Defendants' written policies do not provide that employees may take a
3 rest period for each four hours worked, or major fraction thereof, nor that rest periods should be
4 taken in the middle of each work period insofar as practicable.

5 110. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
6 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
7 costs of suit.

8 111. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
9 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest Period**
10 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

11 **EIGHTH CAUSE OF ACTION**

12 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

13 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

14 **(Plaintiff and Hourly Employee Class)**

15 112. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

16 113. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
17 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
18 applicable Wage Order.

19
20 114. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
21 which an employee is subject to the control of the employer, and includes all the time the employee
22 is suffered or permitted to work, whether or not required to do so."

23 115. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
24 employees at least the minimum wage set forth therein for all hours worked, which consists of all
25 hours that an employer has actual or constructive knowledge that employees are working.

26 116. Labor Code § 1194 invalidates any agreement between an employer and an
27 employee to work for less than the minimum or overtime wage required under the applicable Wage
28 Order.

1 117. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
2 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
3 underlying unpaid minimum wages and interest thereon.

4 118. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
5 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
6 period.

7 119. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
8 person acting either individually or as an officer, agent, or employee of another person to pay an
9 employee, or cause an employee to be paid, less than the applicable minimum wage.

10 120. Labor Code § 1198 makes it unlawful for employers to employ employees under
11 conditions that violate the applicable Wage Order.

12 121. Labor Code § 204 requires employers to pay non-exempt employees their earned
13 wages for the normal work period at least twice during each calendar month on days the employer
14 designates in advance and to pay non-exempt employees their earned wages for labor performed in
15 excess of the normal work period by no later than the next regular payday.

16 122. Labor Code § 223 makes it unlawful for employers to pay their employees lower
17 wages than required by contract or statute while purporting to pay them legal wages.

18 123. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
19 non-exempt employees overtime wages of no less than one and one-half times the employees'
20 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
21 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
22 seventh consecutive day of one workweek.

23 124. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
24 pay non-exempt employees overtime wages of no less than two times the employees' respective
25 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
26 worked in excess of eight hours on a seventh consecutive workday during the workweek.

27 125. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
28 centrally devised policies and practices to her and **Hourly Employee Class** members with respect

1 to working conditions and compensation arrangements.

2 126. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
3 **Employee Class** members for all time worked, including but not limited to, overtime hours at
4 statutory and/or agreed rates.

5 127. At all relevant times during the applicable limitations period, Defendants maintained
6 a policy or practice of automatically deducting one-half hour from Plaintiff's timesheet on every
7 workday for a meal period, regardless of whether or not Plaintiff was provided with a meal period.

8 128. Plaintiff is informed and believes that, at all relevant times during the applicable
9 limitations period, Defendants maintained a policy or practice of automatically deducting one-half
10 hour from **Hourly Employee Class** members' timecard on every workday for a meal period,
11 regardless of whether or not **Hourly Employee Class** members were provided with a meal period.

12 129. As a result of Defendants' policy or practice of automatically deducting one-half
13 hour from employees' timecards for every workday for a meal period, Plaintiff and **Hourly**
14 **Employee Class** members were required to perform off-the-clock work that Defendants either
15 knew or should have known they were working.

16 130. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time
17 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or
18 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiff for all
19 overtime hours worked.

20 131. Plaintiff is informed and believes that, at all relevant times during the applicable
21 limitations period, Defendants maintained a policy or practice of not paying hourly wages to
22 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours
23 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

24 132. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
25 **Employee Class** members all earned wages every pay period at the correct rates, including
26 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
27 **Hourly Employee Class** members to perform off-the-clock work.

28 133. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**

1 members have suffered damages in an amount subject to proof, to the extent they were not paid the
2 full amount of wages earned during each pay period during the applicable limitations period,
3 including overtime wages.

4 134. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
5 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
6 overtime wages, interest thereon, and costs of suit.

7 135. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
8 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly**
9 **Employee Class** members, seeks to recover reasonable attorneys' fees.

10 **NINTH CAUSE OF ACTION**

11 **FAILURE TO INDEMNIFY**

12 **(Lab. Code § 2802)**

13 **(Plaintiff and Expense Reimbursement Class)**

14 136. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

15 137. Labor Code section 2802(a) states:

16 An employer shall indemnify his or her employee for all necessary expenditures or
17 losses incurred by the employee in direct consequence of the discharge of his or her
18 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

19 138. At all relevant times during the applicable limitations period, Plaintiff and the
20 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
21 including but not limited to, gas and mileage and personal cell phone usage.

22 139. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
23 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
24 discharge of their duties.

25 140. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
26 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
27 necessary business expenses incurred in the discharge of their duties.

28 141. At all relevant times during the applicable limitations period, Defendants required

1 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
2 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
3 **Reimbursement Class** members for all such expenditures.

4 142. At all relevant times during the applicable limitations period, Defendants required
5 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
6 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
7 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
8 expenditures.

9 143. Plaintiff is informed and believes that, during the applicable limitations period,
10 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
11 **Reimbursement Class** members for all necessary business expenses.

12 144. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
13 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
14 original Complaint and until the date of entry of judgment.

15 145. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
16 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
17 Code of Civil Procedure § 1021.5.

18 **TENTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

20 **(Lab. Code § 226)**

21 **(Plaintiff and Wage Statement Penalties Sub-Class)**

22 146. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

23 147. Labor Code § 226(a) states:

24 An employer, semimonthly or at the time of each payment of wages, shall furnish to
25 his or her employee, either as a detachable part of the check, draft, or voucher paying
26 the employee's wages, or separately if wages are paid by personal check or cash, an
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
28 worked by the employee, except as provided in subdivision (j), (3) the number of
piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
rate basis, (4) all deductions, provided that all deductions made on written orders of
the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the

1 employee and only the last four digits of his or her social security number or an
2 employee identification number other than a social security number, (8) the name and
3 address of the legal entity that is the employer and, if the employer is a farm labor
4 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
5 legal entity that secured the services of the employer, and (9) all applicable hourly
6 rates in effect during the pay period and the corresponding number of hours worked
7 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
8 temporary services employer as defined in Section 201.3, the rate of pay and the total
9 hours worked for each temporary services assignment. The deductions made from
10 payment of wages shall be recorded in ink or other indelible form, properly dated,
11 showing the month, day, and year, and a copy of the statement and the record of the
12 deductions shall be kept on file by the employer for at least three years at the place of
13 employment or at a central location within the State of California. For purposes of
14 this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
15 employee or a computer-generated record that accurately shows all of the information
16 required by this subdivision.

17 148. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
18 the "detachable part of the check" provision and the "accurate itemized statement in writing"
19 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
20 employee retains the right to elect to receive a written paper stub or record and that those who are
21 provided with electronic wage statements retain the ability to easily access the information and
22 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
23 Letter July 6, 2006.)

24 149. Plaintiff is informed and believes that, at all relevant times during the applicable
25 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
26 members with written wage statements as described above.

27 150. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
28 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
that Defendants had the ability to provide them with accurate wage statements but had intentionally
provided them with written wage statements that Defendants knew do not comply with Labor Code
§ 226(a).

151. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
legal rights to receive accurate wage statements and have misled them about their actual rates of pay
and wages earned. In addition, inaccurate information on their wage statements have prevented

1 immediate challenges to Defendants' unlawful pay practices, has required discovery and
2 mathematical computations to determine the amount of wages owed, has caused difficulty and
3 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
4 inaccurate information about wages and deductions to federal and state government agencies.

5 152. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and **Wage Statement**
6 **Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars (\$50.00) for the
7 initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred
8 dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code § 226(a)
9 occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class member.

10 153. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
11 the common fund doctrine, Plaintiff, on behalf of herself and **Wage Statement Penalties Sub-**
12 **Class** members, seek awards of reasonable attorneys' fees and costs.

13 **ELEVENTH CAUSE OF ACTION**

14 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

15 **(Lab. Code §§ 201–203)**

16 **(Plaintiff and Waiting Time Penalties Sub-Class)**

17 154. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

18 155. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
19 have been entitled, upon the end of their employment with Defendants, to timely payment of all
20 wages earned and unpaid before termination or resignation.

21 156. At all relevant times, pursuant to Labor Code § 201, employees who have been
22 discharged have been entitled to payment of all final wages immediately upon termination.

23 157. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
24 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of
25 all final wages at the time of resignation.

26 158. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
27 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of
28 all final wages within seventy-two (72) hours' of giving notice of resignation.

1 159. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
2 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

3 160. Plaintiff is informed and believes that, at all relevant times during the applicable
4 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
5 members all of their final wages in accordance with the Labor Code.

6 161. Plaintiff is informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
8 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
9 §§ 201 or 202 by failing to timely pay them all final wages.

10 162. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
11 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
12 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
13 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
14 requirements.

15 163. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of herself and **Waiting**
16 **Time Penalties Sub-Class** members, seeks waiting time penalties from the respective dates that
17 their final wages had first become due until paid, up to a maximum of thirty days, and interest
18 thereon.

19 164. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
20 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time**
21 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

22 **TWELFTH CAUSE OF ACTION**

23 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

24 **(Against All Defendants)**

25 165. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth
26 in full herein.

27 166. Plaintiff's termination was wrongful in that it violated the fundamental public
28 policies of California that prohibit discrimination, harassment, and retaliation on the

1 basis of: disability; work related injury; and for objecting and complaining about an employer's
2 violations of wage and hour laws and hazardous working conditions, as discussed above.

3 167. Defendants discharged Plaintiff in violation of the aforementioned public policies,
4 under:

5 168. California Government Code § 12940, *et seq.*;

6 169. California Government Code § 12940(m);

7 170. California Government Code § 12940(n);

8 171. California Government Code § 12940(h);

9 172. California Government Code § 12940(k);

10 173. California Labor Code § 98.6;

11 174. California Labor Code § 1102.5;

12 175. California Labor Code § 232.5; and

13 176. California Labor Code § 6310.

14 177. As a direct and proximate cause of his wrongful discharge, Plaintiff has suffered and
15 will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount
16 to be proven at trial.

17 178. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
18 continues to suffer actual, consequential, and incidental financial losses, including without
19 limitation, loss of salary and benefits, emotional distress, humiliation, mental anguish, anger, and
20 embarrassment, all in an amount subject to proof at the time of trial.

21 179. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
22 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
23 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
24 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
25 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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THIRTEENTH CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(Against All Defendants)

180. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

181. Defendants discriminatory, harassing, and retaliatory actions against Plaintiffs constituted severe and outrageous misconduct and caused Plaintiffs extreme emotional distress.

182. Defendants had the intention of causing and/or recklessly disregarded the probability of causing emotional distress to Plaintiffs and did, in fact, cause emotional distress to Plaintiffs. Defendants' misconduct caused Plaintiff severe emotional distress, including, but not limited to, depression and anxiety.

183. As a proximate result of Defendants extreme and outrageous conduct, Plaintiff has suffered and will continue to suffer severe emotional distress. Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits as a result of being emotionally distressed.

184. As a proximate result of Defendants extreme and outrageous conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his/her damages in a sum according to proof.

185. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by managerial agents and employees of Defendants, or with the express knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiff and UCL Class)**

5 186. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 187. Business and Professions Code § 17200 defines “unfair competition” to include any
7 unlawful business practice.

8 188. Business and Professions Code §§ 17203–17204 allow a person who has lost money
9 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
10 Procedure § 382 to recover money or property that may have been acquired from similarly situated
11 persons by means of unfair competition.

12 189. California law requires employers to pay hourly, non-exempt employees for all hours
13 they are permitted or suffered to work, including hours that the employer knows or reasonably
14 should know that employees have worked.

15 190. Plaintiff, on behalf of herself and the **UCL Class** members, re-alleges and
16 incorporates the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH,
17 NINTH, TENTH, ELEVENTH, TWELFTH, and THIRTEENTH causes of action herein.

18 191. Plaintiff lost money and/or property as a result of the aforementioned unfair
19 competition.

20 192. Defendants have or may have acquired money by means of unfair competition.

21 193. Plaintiff is informed and believes and thereupon alleges that, by committing the
22 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
23 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
24 violating the Labor Code as alleged herein.

25 194. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-
27 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
28 work period of five or more hours; provide non-exempt employees with rest periods of at least ten

1 minutes for each four-hour work period; pay non-exempt employees for all hours worked;
2 reimburse them for all necessary business-related expenses; provide accurate written wage
3 statements; and timely pay all final wages.

4 195. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
5 employees and entitled to the full protections of both the Labor Code and the applicable Wage
6 Order.

7 196. Defendants' unlawful conduct as alleged in this Complaint amounts to and
8 constitutes unfair competition within the meaning of Business and Professions Code section 17200
9 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
10 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
11 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of herself and on
12 behalf of similarly situated persons in a class-action proceeding.

13 197. As a result of Defendants' violations of the Labor Code during the applicable
14 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
15 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
16 conduct.

17 198. Plaintiff is informed and believes that other similarly situated persons have been
18 subject to the same unlawful policies or practices of Defendants.

19 199. Due to the unfair and unlawful business practices in violation of the Labor Code,
20 Defendants have gained a competitive advantage over other comparable companies doing business
21 in the State of California that comply with their legal obligations.

22 200. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
23 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
24 that violates, or is considered unlawful under, any other state or federal law.

25 201. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
26 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
27 Defendants, and each of them, and their agents and employees, from further violations of the Labor
28 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an

1 order permanently enjoining Defendants, and each of them, and their respective agents and
2 employees, from further violations of the Labor Code and applicable Industrial Welfare
3 Commission Wage Orders.

4 202. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of herself
5 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
6 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
7 business practices.

8 203. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
9 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
10 attorneys' fees in connection with their unfair competition claims.

11 **FIFTEENTH CAUSE OF ACTION**

12 **CIVIL PENALTIES**

13 **(Lab. Code §§ 2698 *et seq.*)**

14 204. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

15 205. During the applicable limitations period, Defendants have violated Labor Code §§
16 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

17 206. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
18 herself and other current and former employees, to bring a representative civil action to recover
19 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
20 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

21 207. Plaintiff, a former employee against whom Defendants committed one or more of the
22 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
23 within the meaning of Labor Code § 2699(c).

24 208. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
25 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
26 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
27 intent to investigate.

28 209. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil

1 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
2 512, 1194, 1197, 1198 and 2802:

- 3 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
4 2802, one hundred dollars (\$100) for each employee per pay period for each
5 initial violation and two hundred dollars (\$200) for each employee per pay
6 period for each subsequent violation (penalties set by Labor Code §
7 2699(f)(2));
- 8 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
9 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 10 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus 25% of the amount
13 unlawfully withheld from each employee, for each initial violation that was
14 either willful or intentional, and two hundred dollars (\$200) for each
15 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
16 from each employee, for each subsequent violation, regardless of whether the
17 subsequent violation was either willful or intentional (penalties set by Labor
18 Code § 210);
- 19 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
20 employee for each initial violation that was neither willful nor intentional,
21 two hundred dollars (\$200) for each employee, plus twenty-five percent
22 (25%) of the amount unlawfully withheld from each employee, for each
23 initial violation that was either willful or intentional, and two hundred dollars
24 (\$200) for each employee, plus twenty-five percent (25%) of the amount
25 unlawfully withheld from each employee, for each subsequent violation,
26 regardless of whether the subsequent violation was either willful or
27 intentional (penalties set by Labor Code § 225.5);
- 28 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial

1 citation, two hundred and fifty dollars (\$250) for each employee for each
2 violation. Alternatively, if an initial citation or its equivalent occurred before
3 the filing of this action, one thousand dollars (\$1,000) for each employee for
4 each violation (penalties set by Labor Code § 226.3);

5 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
6 employee for each initial pay period for which the employee was underpaid,
7 and one hundred dollars (\$100) for each employee for each subsequent pay
8 period for which the employee was underpaid (penalties set by Labor Code §
9 558);

10 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
11 aggrieved employee for each initial violation of Labor Code § 1197 that was
12 intentional and two hundred and fifty dollars (\$250) for each aggrieved
13 employee per pay period for each subsequent violation of Labor Code §
14 1197, regardless of whether the initial violation was intentional (penalties set
15 by Labor Code § 1197.1);

16
17 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
18 attorneys' fees and costs in connection with Plaintiff's claims for civil
19 penalties.

20 ///

21 ///

22 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) An order that the action be certified as a class action;
5 (2) An order that Plaintiff be appointed class representative;
6 (3) An order that counsel for Plaintiff be appointed class counsel;
7 (4) Unpaid wages;
8 (5) Actual damages;
9 (6) Liquidated damages;
10 (7) Restitution;
11 (8) Declaratory relief;
12 (9) Pre-judgment interest;
13 (10) Statutory penalties;
14 (11) Civil penalties;
15 (12) Costs of suit;
16 (13) Reasonable attorneys' fees; and
17 (14) Such other relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the
20 general public, hereby demands a jury trial on all issues so triable.

21
22 Dated: June 3, 2026

SETAREH LAW GROUP

23
24 */s/ Shaun Setareh*

25 SHAUN SETAREH
26 BRADLEY FAGNANI
27 VICTORIA MAS
Attorneys for Plaintiff
LISA GUTIERREZ MENDEZ

Exhibit A



Civil Rights Department

651 Bannan 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

May 12, 2026

Shaun Setareh

,

RE: **Notice to Complainant's Attorney**

CRD Matter Number: 202605-35090612

Right to Sue: Gutierrez Mendez / Securitas Security Services USA, Inc. et al.

Dear Shaun Setareh:

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



Civil Rights Department

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May 12, 2026

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202605-35090612

Right to Sue: Gutierrez Mendez / Securitas Security Services USA, Inc. et al.

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.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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May 12, 2026

Lisa Gutierrez Mendez

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202605-35090612

Right to Sue: Gutierrez Mendez / Securitas Security Services USA, Inc. et al.

Dear Lisa Gutierrez Mendez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective May 12, 2026 because an immediate Right to Sue notice was requested.

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

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

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

Lisa Gutierrez Mendez

CRD No. 202605-35090612

Complainant,

vs.

Securitas Security Services USA, Inc.

,

Marchena Unknown

,

Securitas Holdings, Inc.

,

Securitas Transport Aviation Security USA, Inc.

,

Ray Unknown

,

Respondents

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

2. Complainant is naming **Marchena Unknown** individual as Co-Respondent(s).
Complainant is naming **Securitas Holdings, Inc.** business as Co-Respondent(s).
Complainant is naming **Securitas Transport Aviation Security USA, Inc.** business as Co-Respondent(s).
Complainant is naming **Ray Unknown** individual as Co-Respondent(s).

3. Complainant **Lisa Gutierrez Mendez**, resides in the City of , State of .

4. Complainant alleges that on or about **February 14, 2024**, respondent took the following adverse actions:

1 **Complainant was harassed** because of complainant's ancestry, color, race (includes
2 hairstyle and hair texture), sexual harassment.

3 **Complainant was discriminated against** because of complainant's ancestry, color, race
4 (includes hairstyle and hair texture) and as a result of the discrimination was terminated, laid
5 off, forced to quit, reprimanded, suspended.

6 **Complainant experienced retaliation** because complainant reported or resisted any form
7 of discrimination or harassment and as a result was terminated, laid off, forced to quit,
8 reprimanded, suspended.

9 **Additional Complaint Details:**
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1 VERIFICATION

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

5 On May 12, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Beverly Hills, CA**