

03/25/2025

By: N. Young Deputy

Daniel Ginzburg (327338)
dan@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorneys for Plaintiffs HALEY DANIELS and STEVEN DANIELS,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

HALEY DANIELS and STEVEN DANIELS,
individually and on behalf of all others similarly
situated,

Plaintiff(s),

v.

PALAMERICAN SECURITY CALIFORNIA,
INC; and DOES 1 through 100,

Defendant(s).

Case No. **25CV007020**

COMPLAINT

- 1. Meal Break Violations**
- 2. Rest Break Violations**
- 3. Failure to Pay All Hours Worked**
- 4. Failure to Pay Overtime**
- 5. Wage Statement Violation**
- 6. Waiting Time Penalties**
- 7. Unlawful Competition**
- 8. PAGA Allegations**
- 9. Sexual Harassment in Violation of FEHA**
- 10. Retaliation in Violation of FEHA**
- 11. Wrongful Termination in Violation of FEHA**

RELEVANT PARTIES

1. Plaintiff HALEY DANIELS ("Plaintiff") is an adult resident of Sacramento County, California, and at all times relevant was residing in Sacramento County, California.
2. Plaintiff STEVEN DANIELS ("Plaintiff") is an adult resident of Sacramento County, California, and at all times relevant was residing in Sacramento County, California.
3. Defendant PALAMERICAN SECURITY CALIFORNIA, INC ("Defendant") is a Delaware Corporation with its principal place of business located in St. Petersburg, Florida. Defendant is

1 registered to and does conduct business in the State of California and is subject to the laws of the
2 State of California. All acts and omissions of Defendant employees as alleged herein occurred while
3 they were acting within the course and scope of their employment.

4 4. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein as
5 DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by
6 such fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint to insert the
7 true names and capacities of such Doe Defendants when such information has been obtained.
8 Plaintiffs are informed and believes, and based on such information and belief alleges, that each of
9 the fictitiously named Doe Defendants has participated in some way in the wrongful acts and
10 omissions alleged below, and are liable to Plaintiffs for damages and other relief to which Plaintiffs
11 are entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

12 **JURISDICTION AND VENUE**

13 5. This action is properly filed in Sacramento County because the acts and omissions that give
14 rise to Plaintiffs claims took place in Sacramento County, and Defendants transact substantial
15 business in this County.

16 6. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
17 alleged herein occurred in Sacramento County, California and Plaintiffs suffered damages from
18 such conduct within Sacramento County, California.

19 **FACTUAL ALLEGATIONS**

20 7. At all times relevant, Plaintiffs were Defendants’ employees.

21 8. Plaintiff Haley Daniels was employed by Defendants from June 20, 2023, to May 28, 2024.

22 9. Plaintiff Steven Daniels was employed by Defendants from March 2023 to May 2024.

23 10. Throughout her employment, Plaintiff Haley Daniels was subjected to inappropriate sexual
24 comments from her patrol manager, Anthony Clark.

25 11. Anthony Clark promised Plaintiff Haley Daniels a promotion and wage increase if she went
26 out with him.

27 12. In a specific instance, Anthony Clark told Jennifer Warner, a co-worker, that “he would take
28 Plaintiff Haley Daniels if she would have him.”

1 13. Plaintiff Steven Daniels confided in Anthony Clark about his mental health issues and
2 existing marital issues. After that, Anthony Clark's sexual harassment towards Plaintiff Haley
3 Daniels intensified.

4 14. David Pena, a co-worker, spread rumors that Plaintiff Haley Daniels and Anthony Clark
5 were dating.

6 15. Anthony Clark told Plaintiff Haley Daniels to take a day off and go out drinking with him.

7 16. Around April 2024, Plaintiff Haley Daniels reported the harassment to Andrea, an HR
8 Representative.

9 17. Anthony Clark was informed of the report and confronted Plaintiff Haley Daniels. Anthony
10 Clark told Plaintiff Haley Daniels that she should not report to HR and that she should talk to him
11 personally.

12 18. Plaintiff Haley Daniels informed HR of Anthony Clark's instructions not to report to HR.

13 19. Around April-May 2024, Plaintiff Steven Daniels kept receiving "write-ups" from Anthony
14 Clark. In May 2024, Plaintiff Steven Daniels reported the matter regarding Anthony Clark to HR
15 and requested that he report to Patrick Kelly, instead of Anthony Clark. Plaintiff Steven Daniels'
16 request was denied and was forced to resign from employment.

17 20. Patrick Kelly informed Plaintiff Haley Daniels that she would not receive her promised title,
18 would be demoted to the compliance department, and would have her workdays reduced from six to
19 five days.

20 21. On May 28, 2024, Plaintiff Haley Daniels resigned from her position due to intolerable
21 working conditions.

22 22. Defendants failed to provide Plaintiffs with compliant meal breaks because meal breaks
23 were often missed or interrupted to perform work related tasks. Further, Plaintiffs did not receive
24 second meal breaks for 12-hour shifts. Despite not being provided with compliant meal breaks,
25 Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

26 23. Defendant failed to provide Plaintiffs with compliant rest breaks because Plaintiffs were
27 required to work during breaks. Despite not being provided with compliant rest breaks, Defendant
28 did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

1 24. Defendants failed to pay Plaintiffs for all hours worked because Plaintiffs were required to
2 clock-out for meal breaks when none were provided, thus performing work off the clock.

3 25. Defendants failed to pay Plaintiffs all overtime owed because Plaintiffs were required to
4 perform work off the clock, it follows that this time was necessarily overtime.

5 26. Defendants failed to provide Plaintiffs with accurate wage statements because the wage
6 statements issued to Plaintiffs did not accurately list total wages owed and hours worked, among
7 other things.

8 27. Due to Defendants' failure to pay all wages due to Plaintiffs during their employment, it
9 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
10 well. Therefore, Defendants are liable to Plaintiffs for waiting time penalties.

11 **PAGA ALLEGATIONS**

12 28. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
13 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
14 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
15 action brought by an aggrieved employee on behalf of himself or herself and other current or former
16 employees pursuant to the procedures outlined in Labor Code section 2699.3.

17 29. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
18 under PAGA after the following requirement have been met:

19 30. The aggrieved employee has provided written notice by online filing to the LWDA and by
20 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
21 Labor Code alleged to have been violated, including the facts and theories to support the alleged
22 violations; and

23 31. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
24 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
25 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
26 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
27 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
28 to any other penalties to which the employee may be entitled.

1 32. On July 25, 2024, Plaintiffs provided written notice by online filing to the LWDA and by
2 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
3 by Defendants, including the facts and theories to support the alleged violations.

4 33. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiffs with written
5 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiffs seeks
6 PAGA Penalties on behalf of all Aggrieved Employees.

7 34. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
8 and former, who were employed by Defendants within one year prior to July 25, 2024, through final
9 disposition of this action.”

10 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

11 35. On March 24, 2025, prior to initiating this complaint, Plaintiffs filed with the California
12 Civil Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
13 Retaliation against Defendant. On March 24, 2025, the CCRD issued a Notice of Case Closure and
14 Right-to-Sue letter to Plaintiff, authorizing Plaintiffs to file a private lawsuit against Defendant in
15 order to enforce their rights under FEHA.

16 36. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
17 prerequisite to filing this action.

18 **FIRST CAUSE OF ACTION**

19 **Failure to Provide Compliant Meal Periods**

20 **By Plaintiff Against All Defendants**

21 37. Plaintiff incorporates by reference the paragraphs above.

22 38. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
23 employee for a work period of more than five hours per day without providing the employee with a
24 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
25 without providing the employee with a second meal period of not less than 30 minutes”.

26 39. An employer provides compliant meal breaks to its employees “if it relieves its employees
27 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
28

1 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
2 1004, 1040 (2012)).

3 40. Not only must an employer affirmatively relieve its employees of all duty during their meal
4 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
5 (*Brinker*, supra).

6 41. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

7 42. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
8 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
9 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
10 11 Cal. 5th 858 (2021)).

11 43. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
12 break was missed.

13 44. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
14 penalties, attorney fees, and costs.

15 **SECOND CAUSE OF ACTION**

16 **Failure to Provide Compliant Rest Periods**

17 **By Plaintiff Against All Defendants**

18 45. Plaintiff incorporates by reference the paragraphs above.

19 46. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
20 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
21 per four hours or major fraction thereof.

22 47. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
23 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
24 5th 257, 269 (2016)).

25 48. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

26 ///

27 ///

28 ///

1 49. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
2 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
3 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
4 11 Cal. 5th 858 (2021)).

5 50. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
6 break was missed.

7 51. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
8 penalties, attorney fees, and costs.

9 **THIRD CAUSE OF ACTION**

10 **Failure to Pay for All Hours Worked**

11 **By Plaintiff Against All Defendants**

12 52. Plaintiff incorporates by reference the paragraphs above.

13 53. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
14 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
15 40 hours in a workweek.

16 54. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

17 55. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
18 penalties, attorney fees, and costs.

19 **FOURTH CAUSE OF ACTION**

20 **Failure to Pay All Overtime Owed**

21 **By Plaintiff Against All Defendants**

22 56. Plaintiff incorporates by reference the paragraphs above.

23 57. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday
24 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
25 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
26 one-half times the regular rate of pay for an employee."

27 58. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

28 ///

1 59. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
2 interest, penalties, attorney fees, and costs.

3 **FIFTH CAUSE OF ACTION**

4 **Wage Statement Penalties**

5 **By Plaintiff Against All Defendants**

6 60. Plaintiff incorporates by reference the paragraphs above.

7 61. Labor Code section 226(a) requires employers to provide itemized wage statements to its
8 employees that identify accurate information regarding their compensation. Defendants, as a matter
9 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
10 statements to Plaintiff in violation of Labor Code section 226(a).

11 62. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
12 and incomplete.

13 63. Defendants knowingly and intentionally issued wage statements that were inaccurate and
14 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
15 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

16 64. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
17 costs.

18 **SIXTH CAUSE OF ACTION**

19 **Waiting Time Penalties**

20 **By Plaintiff Against All Defendants**

21 65. Plaintiff incorporates by reference the paragraphs above.

22 66. Labor Code sections 201 and 202 require that an employer provide an employee with all
23 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
24 employee's resignation.

25 67. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
26 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
27 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
28 thirty days.

1 68. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
2 conclusion of employment.

3 69. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
4 and costs.

5 **SEVENTH CAUSE OF ACTION**

6 **Violation of Unfair Competition Law**

7 **By Plaintiff Against All Defendants**

8 70. Plaintiff incorporates by reference the paragraphs above.

9 71. Defendants' conduct described herein constitutes unfair competition.

10 72. Specifically, Defendants have gained an unfair advantage over other similarly situated
11 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
12 owed.

13 73. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
14 wrongfully withheld wages.

15 74. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

16 **EIGHTH CAUSE OF ACTION**

17 **Private Attorneys General Act**

18 **By Plaintiff and the Aggrieved Employees Against All Defendants**

19 75. Plaintiff incorporates by reference the paragraphs above.

20 76. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
21 violation(s) of the Labor Code.

22 77. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

23 78. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
24 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
25 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

26 79. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
27 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
28 the penalties in Labor Code section 2699 apply.

1 80. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
3 sections 1197.1 and 2699 apply.

4 81. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
5 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
6 sections 558, 1197.1, and 2699 apply.

7 82. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
8 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
9 and 2699 apply.

10 83. With respect to violations of Labor Code section 203 for failure to pay all wages due to
11 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
12 Labor Code section 2699 apply.

13 84. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
14 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
15 the manner alleged herein.

16 85. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
17 to Labor Code section 2699(g).

18 **NINTH CAUSE OF ACTION**

19 **Violation of California Government Code §12940(j) – Sexual Harassment**

20 **By Plaintiff Against All Defendants**

21 86. Plaintiff incorporates by reference the paragraphs above.

22 87. At all times hereto, the California Fair Employment and Housing Act ("FEHA") was in full
23 force and effect and was binding upon Defendants and each of them.

24 88. Government Code § 12940(j) makes it an unlawful employment practice for an employee or
25 independent contractor to be subjected to harassment based on "race," "national origin, ancestry,
26 physical disability, mental disability, medical condition" or "sex."

27 89. During their employment with Defendants, Plaintiff was subjected to numerous instances of
28 sexual harassment.

1 90. The harassment of Plaintiff was reported and known to Defendants.

2 91. Defendants failed to take immediate and appropriate corrective action.

3 92. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid,
4 Plaintiff has been caused to and did suffer, and continues to suffer, severe emotional and mental
5 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
6 symptoms.

7 93. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
8 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
9 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
10 the award of punitive and exemplary damages in an amount to be determined at trial.

11 94. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
12 Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below,
13 including recovery of attorney's fees and costs of suit, pursuant to Government Code § 12965(b).

14 **TENTH CAUSE OF ACTION**

15 **Violation of California Government Code § 12940 (h) - Retaliation**

16 **By Plaintiff Against All Defendants**

17 95. Plaintiff incorporates by reference the paragraphs above.

18 96. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
19 employee who opposes or makes a complaint for practices forbidden by FEHA.

20 97. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

21 98. Defendants retaliated against Plaintiff in violation of California Government Code §
22 12940(h).

23 99. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
24 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

25 **ELEVENTH CAUSE OF ACTION**

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

27 **By Plaintiff Against All Defendants**

28 100. Plaintiff incorporates by reference the paragraphs above.

1 101. At all times mentioned in this complaint, it was a fundamental policy of the State of
2 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
3 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
4 engagement in protected activity.

5 102. Based on the actions described above, Plaintiff was forced to tender resignation after
6 engaging in protected activity.

7 103. Defendants actions were in violation of California Public Policy.

8 104. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
9 will continues to suffer damages, as stated below.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

12 **First Cause of Action**

- 13 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 14 2. Interest
- 15 3. Attorneys' fees
- 16 4. Costs
- 17 5. Other relief the court deems proper

18 **Second Cause of Action**

- 19 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 20 2. Interest
- 21 3. Attorneys' fees
- 22 4. Costs
- 23 5. Other relief the court deems proper

24 **Third Cause of Action**

- 25 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 26 2. Liquidated damages
- 27 3. Interest
- 28 4. Attorneys' fees

- 1 5. Costs
- 2 6. Other relief the court deems proper

3 Fourth Cause of Action

- 4 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 5 2. Interest
- 6 3. Attorneys' fees
- 7 4. Costs
- 8 5. Other relief the court deems proper

9 Fifth Cause of Action

- 10 1. Penalties pursuant to Labor Code section 226
- 11 2. Attorneys' fees
- 12 3. Costs
- 13 4. Other relief the court deems proper

14 Sixth Cause of Action

- 15 1. Penalties pursuant to Labor Code section 203
- 16 2. Attorneys' fees
- 17 3. Costs
- 18 4. Other relief the court deems proper

19 Seventh Cause of Action

- 20 1. Restitution of all wrongfully withheld wages
- 21 2. Attorneys' fees
- 22 3. Costs
- 23 4. Other relief the court deems proper

24 Eighth Cause of Action

- 25 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 26 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 27 violate the California Labor Code in the manner alleged herein
- 28 3. Attorneys' fees

1 4. Costs

2 5. Other relief the court deems proper

3 Ninth Cause of Action

4 1. Compensatory damages

5 2. Punitive damages

6 3. Attorneys' fees

7 4. Costs

8 5. Other relief the court deems proper

9 Tenth Cause of Action

10 1. Compensatory damages

11 2. Punitive damages

12 3. Attorneys' fees

13 4. Costs

14 5. Other relief the court deems proper

15 Eleventh Cause of Action

16 1. Back pay and front pay

17 2. Interest on the above amounts

18 3. Compensatory damages

19 4. Punitive damages

20 5. Attorneys' fees

21 6. Costs

22 7. Other relief the court deems proper

23
24 DATED: March 25, 2025

FRONTIER LAW CENTER

25 /s/ Daniel Ginzburg

DANIEL GINZBURG

26
27 Attorney for Plaintiffs
28 HALEY DANIELS AND STEVEN
DANIELS, individually and on behalf
of all others similarly situated