

“Individual Defendants”) are individually liable for their part in the discrimination Ms. Watson suffered.

3. Garda provides private security services in various conflict zones around the world (including in Afghanistan, Colombia, Haiti, Iraq, Libya, Nigeria, Pakistan, Somalia, and Yemen). It is a male-dominated, “guys with guns” corporation.

4. This hyper-masculine and aggressive identity carries into its management practices. Garda systematically failed to promote women, purged women from leadership positions, and pushed high-performing women such as Ms. Watson out of the Company altogether while simultaneously exposing her to quid pro quo sexual harassment if she wanted to save her job and to retaliation if she stood up against how she was being treated.

5. Garda and the Individual Defendants discriminated against Ms. Watson in this way despite the fact that she had delivered eight years of stellar performance at Garda. During her tenure with the Company, Ms. Watson served successfully in a range of senior roles including Vice President of Global Marketing, Vice President of Business Development and Contracts, and Vice President of Business Process and Integration. Throughout her tenure, Ms. Watson’s performance and dedication to the Company were never questioned or criticized.

6. However, when the Company began making plans to move its base of operations overseas to the United Arab Emirates, Garda began minimizing the roles of women, ultimately pushing out female employees like Ms. Watson. Garda facilitated the transition of its male leaders to its overseas location yet denied the same opportunity to Ms. Watson and other women.

7. Instead, GardaWorld President and Chief Operating Officer Oliver Westmacott told Ms. Watson she should consider a position with GardaWorld’s then California-based sister company, Garda Cash Logistics.

8. At his insistence, Ms. Watson interviewed with President and Chief Operating Officer of Garda Cash Logistics Chris Jamroz (“Mr. Jamroz”) on May 31, 2011. During Ms. Watson’s interview with Mr. Jamroz, he made multiple lewd and sexual comments in the context of a conversation about her advancement within the Company. Mr. Jamroz also moved inappropriately close to Ms. Watson, forcibly kissed her against her wishes multiple times, and otherwise touched her in an inappropriate manner. Moreover, Mr. Jamroz suggested that engaging in sexual relations with him was a component of any position in Garda Cash Logistics.

9. Ms. Watson took reasonable action to report Mr. Jamroz’s inappropriate and discriminatory behavior to senior leadership. However, the Company failed to investigate. Instead, it retaliated against her, ultimately leading to her constructive discharge.

10. The retaliation continued even after she had announced her departure from the Company. Mr. Westmacott confronted her about her Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”) (which had been forwarded to the Company by the EEOC) and threatened Ms. Watson to drop her case or the Company would ensure that her career was over. Later, the General Counsel of GardaWorld reiterated Mr. Westmacott’s “warnings” about how bad the Company would make Ms. Watson’s life if she proceeded.

11. Despite these threats, Ms. Watson now seeks redress under Title VII of the Civil Rights Act of 1964, as amended, and the Equal Pay Act of 1963, as amended.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1332.

13. This Court may exercise personal jurisdiction over the Company pursuant to Va. Code Ann. §§ 8.01-328 and 8.01-328.1(A).

14. The Company transacts business in Virginia both now and during the time giving rise to these claims.

15. The Company, through its authorized agents within the scope of its authority, subjected Ms. Watson to severe physical and emotional harm and injury through gender discrimination, retaliation, and the constructive discharge of Ms. Watson in Virginia.

16. The Court may exercise personal jurisdiction over the Individual Defendants pursuant to Va. Code Ann. §§ 8.01-328.1(A)(1), (3), and (4).

17. The Individual Defendants remain employed by the Company, and both transacted business in Virginia during the time giving rise to the claims and caused harm to Ms. Watson in Virginia.

18. Ms. Watson resides in Virginia now and did so during the time of her employment. While working for the Company, Garda's Oakton, Virginia office was her base location.

19. Ms. Watson timely filed a Charge of Discrimination with the Washington, DC field office of the EEOC on or about November 28, 2011.

20. On or about May 11, 2012, Ms. Watson amended her Charge to include additional details of retaliation and to add her constructive discharge claim.

21. Ms. Watson received her Notice of Right to Sue on June 4, 2014. The parties entered into a Tolling Agreement, which tolled the applicable statutes of limitations from August 18, 2014 until the Agreement's termination on February 3, 2015. Ms. Watson hereby timely files suit within ninety (90) days of the untolled time since the receipt of her Notice of Right to Sue.

PARTIES

22. **Plaintiff Nicole Watson**, a Virginia resident, was employed by GardaWorld and its predecessor company in Oakton, Virginia from December 2003 until her constructive discharge on February 17, 2012.

23. **Defendant GardaWorld International Protective Services** (previously doing business as GardaWorld), a global risk management and security services company, is a division of Garda World Security Corporation. It is referred to throughout as “GardaWorld.” GardaWorld, whose corporate headquarters was in Oakton, Virginia, during Ms. Watson’s tenure, is currently based in Dubai, United Arab Emirates. At all relevant dates and to the present, GardaWorld maintained and continues to maintain a management office in Arlington, Virginia, as reported on its website as of February 2015. It employed individuals, including Ms. Watson until her constructive discharge, in Virginia. Moreover, during the events at issue in this Complaint, GardaWorld employed numerous other individuals in Virginia who are directly involved in the underlying events.

24. **Defendant Garda Cash Logistics** (“Garda Cash”), a secure cash transportation company, is a subsidiary of Garda World Security Corporation. Garda Cash has over 100 locations in the United States where it employs individuals. During the events at issue in this case, Garda Cash was headquartered in Pasadena, California. Upon information and belief, Garda Cash moved its headquarters to Boca Raton, Florida on or around July 2011.

25. **Defendant Garda World Security Corporation**, a global provider of security solutions, cash logistics, and global risk consulting, is the parent company of both GardaWorld and Garda Cash Logistics. Headquartered in Montreal, Canada, it maintains a USA Government Services headquarters in Arlington, Virginia, as reported on its website as

of February 2015.

26. **Defendant Stephan Cretier** is the Founding President and Chief Executive Officer of Garda World Security Corporation. Through his role at Garda World Security Corporation, Mr. Cretier regularly conducts business in Virginia and his actions caused injury to Ms. Watson in Virginia.

27. **Defendant Oliver Westmacott** is the President and Chief Operating Officer of GardaWorld. Through his role at GardaWorld, Mr. Westmacott regularly conducts business in Virginia and his actions caused injury to Ms. Watson in Virginia.

FACTS

I. MS. WATSON'S BACKGROUND & EMPLOYMENT HISTORY

28. Prior to joining Garda, Ms. Watson worked in the technology industry for approximately nine years in various senior roles including as the Director of Strategic Alliances and Global Channel Marketing at Enterasys Networks, where she managed a \$400 million annual worldwide sales operation plan.

29. She received a Bachelor of Science Degree in Cell and Molecular Biology from Tulane University in 1994 and received her Master's Degree in Business Administration from the Jones Graduate School at Rice University in 1999.

II. MS. WATSON'S EMPLOYMENT HISTORY AT GARDA

30. Ms. Watson began working for GardaWorld's predecessor company, Vance International, in December 2003 as the Vice President of Global Marketing in Oakton, Virginia.

31. From 2008 to 2010, Ms. Watson was the Vice President of Business Development and Contracts at GardaWorld. From 2010 until her constructive discharge

from the company on February 17, 2012, Ms. Watson served as the Vice President of Business Process and Integration.

32. Ms. Watson was the only woman serving as a functional VP at GardaWorld.

33. Ms. Watson was a strong performer throughout her employment at the Company. She received “Meets Expectations” or “Exceeds Expectations” in all of her performance reviews.

III. GARDA DISCRIMINATES AGAINST MS. WATSON IN COMPENSATION

34. During Ms. Watson’s employment at Garda, her supervisors denied Ms. Watson and other female employees pay equal to that of their male counterparts.

35. Garda’s compensation system lacks transparency and is in the control of two key individuals: Mr. Stephan Cretier and Mr. Oliver Westmacott. These two individuals made all compensation decisions at the Company, including the compensation decisions affecting Ms. Watson.

36. Garda took advantage of this system by giving female employees, including Ms. Watson, smaller base pay, smaller salary increases, and smaller bonuses than those awarded to similarly-situated men.

37. For example, a male subordinate (John Lee) who directly reported to Ms. Watson and had less experience and education than Ms. Watson received a higher base salary than her. In addition, a male colleague (Adrian Blanchette) who received a promotion to the Vice President level *after* Ms. Watson had already served at that level for some time was nonetheless offered a better compensation package.

38. Per the Company’s policy, Garda employees are supposed to receive annual pay increases based on their performance. Despite Ms. Watson’s superior performance over

her eight-year employment at Garda, she received only two pay increases. Apart from these two pay increases, her salary was not otherwise increased. On information and belief, men demonstrating equal or lesser performance received salary increases the years in which Ms. Watson did not.

39. In addition to discrimination with respect to base salary and pay increases, on information and belief the Company also discriminated based on gender by giving female employees smaller bonuses than male employees.

40. Garda awards bonuses to executive employees through its Executive Incentive Compensation Plan if the Company meets financial targets and individuals meet their individual performance objectives. Ms. Watson was an executive employee and therefore eligible to receive bonuses. Furthermore, she always met or exceeded her individual performance objectives.

41. However, the Company discriminatorily underpaid Ms. Watson on bonuses. For example, in May 2011, the company exceeded its financial targets and Ms. Watson exceeded all of her individual bonus targets. Nonetheless, Garda did not award Ms. Watson the full amount of the Fiscal Year 2010 bonus she was eligible to receive, instead arbitrarily reducing the bonus amount from what was guaranteed in the Executive Incentive Compensation Plan. On information and belief, men in the Company were not treated similarly and so received higher awards.

42. Further, the Company discriminatorily reduced Ms. Watson's maximum potential Fiscal Year 2011 and Fiscal Year 2012 bonuses compared to previous years. This reduction effectively lowered her overall compensation despite her ongoing excellent performance. On information and belief, Ms. Watson's male peers, whose performance was

equal to or weaker than Ms. Watson's, were not treated similarly. Instead, these male counterparts were slated to receive, and ultimately did receive, higher pay and bonuses than that which Ms. Watson was eligible to receive after the discriminatory bonus reduction.

43. Ms. Watson raised her concerns regarding her compensation, but the Company refused to correct the problem. The Company's failure to address her concerns perpetuated her discriminatory under-compensation and also was a form of retaliation for her reporting the sexual harassment described in Section V below.

IV. GARDA DISCRIMINATES AND RETALIATES AGAINST MS. WATSON THROUGH DENIAL OF RELOCATION AND PROMOTION

44. Ms. Watson joined the Company in 2003 as Vice President of Global Marketing. For the following seven years, her role expanded and evolved to include Business Development and Contracts. She supervised a staff of up to seven employees and consistently delivered excellent results.

45. Garda rewarded the success of her male counterparts with promotions and greater leadership opportunities. In contrast, Ms. Watson and other female employees of the Company were systematically pushed into smaller and smaller roles without any offer of relocation or promotion.

46. In 2010, the Company began moving leadership positions to Dubai, United Arab Emirates, where GardaWorld now bases its headquarters. Company executives made clear that this Dubai site would become the center for professional growth and the future of the business.

47. During this process, the Company relocated and promoted male employees more swiftly than female employees with comparable tenure and performance. This relocation and promotion of male employees and dislocation of female employees, including

Ms. Watson, was orchestrated by Mr. Stephan Cretier and Mr. Oliver Westmacott.

48. Ms. Watson was highly qualified and there was no legitimate reason why she was not transitioned to Dubai. In fact, in May 2010, she had a conversation with Company CEO Stephan Cretier regarding her ideas for business growth and how her role might grow with the Company during the relocation. At that time, Mr. Cretier acknowledged Ms. Watson's exceptional expertise, performance, and significant contributions to the Company. Further, he discussed her suitability for the new role of Chief Administrative Officer and informed her that the timeline for her promotion and transition to Dubai would likely take place at the same time one of Ms. Watson's male colleagues, Pete Dordal, was also repositioned.

49. In July 2010, two of Ms. Watson's male peer-level colleagues were promoted, but neither Ms. Watson nor the other female executives were promoted. Specifically, Garda promoted Oliver Westmacott from Managing Director to President and Chief Operating Officer (COO), and promoted Pete Dordal from Managing Director to Senior Vice President, International. Neither Ms. Watson nor the other female executives were provided the opportunity to apply for these new positions or for the new Chief Administrative Officer role Mr. Cretier previously discussed with Ms. Watson.

50. When the Company failed to promote Ms. Watson to Chief Administrative Officer or a similar role, she continued to seek out advancement opportunities and continued to express a commitment to and interest in becoming part of the leadership in Dubai. During this time period, in 2010 and 2011, other male employees were continually promoted and relocated to Dubai.

51. Shortly after his own promotion in August 2010, GardaWorld President and

COO Oliver Westmacott began commenting that there was a need to place Ms. Watson and other women in positions outside of GardaWorld.

52. For example, when responding to one of Ms. Watson's many inquiries about transfer to Dubai and potential promotional opportunities, Mr. Westmacott turned the conversation to his vague ideas about finding a place for Ms. Watson "in the wider Garda." Mr. Westmacott had similar conversations with another female employee, Ms. Debbie Ray, then-Vice President of Finance and Treasurer. Upon information and belief, Mr. Westmacott did not initiate these conversations about finding career opportunities "in the wider Garda," as opposed to GardaWorld, with male employees.

53. Mr. Cretier expressed similar sentiments about pushing women out of GardaWorld.

54. During the same time period, Garda laterally moved Ms. Watson to the role of Vice President of Business Process and Integration when the Business Development and Contracts department was dismantled and restructured. During the restructuring, Garda removed all remaining employees from Ms. Watson's supervision and reassigned the employees to report to men.

55. During her time at the Company, Ms. Watson also observed Garda systematically push other women – such as Ms. Debbie Ray and Ms. Lynette Effemy – down the chain and out of leadership roles.

56. Upon information and belief, the elimination of women in leadership resulted from deliberate and systematic changes to the organizational structure of the Company by Mr. Westmacott and Mr. Cretier in order to create an all-male leadership environment.

57. In Virginia, the positions of two women were eliminated while no jobs of men

were eliminated. Further, three positions formerly held by women were filled with men, and in one case the man was given a higher title for substantially the same work.

58. Garda also functionally demoted to Debbie Ray from Vice President of Finance to Director. Ms. Ray had been the only other woman serving in a Vice President role. The Company began requiring her to report to an intermediary male manager rather than directly to Mr. Westmacott, as all the other VP-level employees did. That intermediary male manager, Alain Giguere, had fewer qualifications and less experience than Ms. Ray.

59. This demotion was planned with the particular intent to fill the Vice President of Finance position with a man. In July 2010, Garda leadership informed Ms. Ray that the Company would be placing the lead finance role in Dubai and filling it with a man.

60. Ms. Ray was not offered the lead finance role or the opportunity to relocate to Dubai. When Ms. Ray expressed shock at the Company's decision, a high-level leader at Garda World Security Corporation commented "call it discrimination if you want – that's just the way it works."

61. Indeed, the Company did not allow Ms. Ray to retain her role, nor did it allow other qualified female executives, such as Lynette Effemy, Director of Finance for GardaWorld Consulting UK, to apply for the Dubai position of Vice President of Finance and Administration. In addition, upon information and belief, Mr. Giguere was offered a higher compensation package than what Ms. Watson or Ms. Ray had at the time.

62. Mr. Giguere's preferential treatment was consistent with the treatment of other male employees during the restructuring. In general, the Company offered male employees promotions and formal relocation packages swiftly. By contrast, it failed to relocate any women to Dubai.

63. Nonetheless, Ms. Watson continued to propose potential leadership roles that would capitalize on her diverse skill set and she otherwise repeatedly reaffirmed her willingness and desire to relocate to Dubai.

64. To that end, in January, March, June, and September of 2011, Ms. Watson initiated conversations with her immediate supervisor, Mr. Westmacott, about relocation and role development.

65. Despite these conversations, Ms. Watson did not receive any promotion, relocation, role expansion, or additional staff. Instead, the Company continually and pretextually told Ms. Watson that she must wait and that discussions would continue at some point “later.” The “later” never occurred.

66. Despite Ms. Watson’s superior performance, her role in the Company stagnated. This was in direct contrast to the continual and rapid promotions and relocations of male employees.

67. In June 2011, Ms. Watson specifically proposed a project that would expand her role as Vice President of Business Process and Integration to Chief of Staff or Chief Administrative Officer. Mr. Westmacott acknowledged the substantive value the role would add to the Company, but commented that he would need to wait to consider it further.

68. At this same time other promotions and relocations were occurring and were not delayed. For example, only a month later, the Company promoted yet another man to a Vice President position and authorized the hiring of one new employee and one pending position to report to that VP.

69. Upon information and belief, the Company replaced Ms. Watson with a male employee after her constructive discharge and gave him the role and responsibilities she

previously held. Specifically, the Company gave that man, James Grimshaw, the role and responsibilities Ms. Watson had held as VP of Business Process and Integration, despite telling Ms. Watson that it planned to eliminate that role.

70. The Company subsequently shifted Mr. Grimshaw's role and responsibilities to include functions Ms. Watson had performed as VP of Business Development and Contracts, before the Company pretextually dismantled and restructured that department and removed all her direct reports.

71. Mr. Grimshaw remains at the Company and currently holds the title of VP of Commercial Services at GardaWorld.

V. SEXUAL HARASSMENT OF MS. WATSON

72. In March 2011, Mr. Westmacott suggested that, rather than continue her current role at GardaWorld, Ms. Watson should consider a role outside of GardaWorld. He proposed she consider the U.S. based Garda Cash Logistics, which provides armored cars in the U.S. for the movement of currency.

73. Garda Cash was a less attractive business than GardaWorld because of the nature of its business and the complexity of the issues involved in its management, so shifting to the Garda Cash business would have offered Ms. Watson fewer and more limited growth opportunities. Further, a move from the internationally-focused and high-level professional clientele at GardaWorld to the lesser-regarded domestic Garda Cash operation would result in Ms. Watson having less influence and less visibility with parent company Garda World Security Corporation.

74. Ms. Watson indicated to Mr. Westmacott that she was not particularly interested in moving to Garda Cash and preferred to remain with GardaWorld, particularly as

there were a range of roles to which she could contribute positively there.

75. In May 2011, Mr. Westmacott again met separately with Ms. Ray and Ms. Watson, asking that they both consider transferring to roles at Garda Cash in the United States. Upon information and belief, no male colleagues were asked to consider roles at Garda Cash.

76. During the May 2011 conversation, Mr. Westmacott requested that Ms. Watson meet the hiring manager and President and Chief Operating Officer (COO) of Garda Cash, Chris Jamroz (“Mr. Jamroz”), to discuss a role with that division in the United States. Mr. Westmacott stated that Mr. Jamroz was looking for a nation-wide strategy and cross-business development person and suggested that the particular position would be a more senior role, offering Ms. Watson immediate advancement with additional growth options.

77. Although Ms. Watson was reluctant to leave GardaWorld for a commodity-based business like Garda Cash, she agreed to meet Mr. Jamroz upon Mr. Westmacott’s request. At that point, Ms. Watson still hoped that she would be able to have a place in the international business at GardaWorld.

78. When Ms. Watson corresponded with Mr. Jamroz, he informed her that he would be in Columbus, Ohio for a business meeting and that she should come to Columbus for their meeting. He also stated that he would schedule a dinner reservation for them to meet after business hours.

79. As Mr. Jamroz was the hiring manager and President and COO of Garda Cash, Ms. Watson felt she had no choice but to comply with his requests regarding where their interview should take place.

80. At 5:45 p.m. on May 31, 2011, Ms. Watson met Mr. Jamroz in Columbus,

Ohio, in the lobby of the hotel in which he had arranged for his team and Ms. Watson to stay. Mr. Jamroz arranged transportation to a nearby restaurant.

81. During Mr. Jamroz's introductory conversation with Ms. Watson at the restaurant, Mr. Jamroz explained his background. He then asked about Ms. Watson's background. She explained her education; work experience in high tech, sales strategy, and business development; and accomplishments bringing millions of dollars in new business. Mr. Jamroz responded, "Wow, brains and beauty—that's sexy."

82. Once seated at their dining table, Mr. Jamroz and Ms. Watson discussed business aspects of the Garda Cash organization. When Ms. Watson asked Mr. Jamroz why he thought the organization was functioning poorly, he replied, "Well, I'm still trying to get a handle on it, but I think they're all wanking off."

83. Ms. Watson found these comments and his tone to be unprofessional, unsettling, and offensive, so she did not respond.

84. Ms. Watson instead turned the discussion back to business and attempted to focus on business strategy at the national level. However, Mr. Jamroz suggested that she should run sales for the Northeast Region and asked Ms. Watson for her opinion on the position.

85. As Ms. Watson expected to interview for a nationwide business strategy role, she replied that she had not thought before about taking on a sales role like that at Garda Cash and had more questions. Mr. Jamroz subsequently commented that he never had such a difficult time getting someone interested in a job and that Ms. Watson "ought to have been creaming in [her] panties" over the opportunity.

86. Despite Ms. Watson's discomfort and repeated attempts to steer the

conversation back to business topics and to conduct the conversation in a professional manner, Mr. Jamroz continued to make unwelcome lewd statements to Ms. Watson. He stated that he did not understand why he could not “hook” her, and commented that “anyone would be having an orgasm over this, in fact multiple orgasms” over the position he had suggested.

87. Ms. Watson continued to ignore and attempted to deflect his comments. At one point when she raised her eyebrows in surprise and discomfort, he interjected, “I’m sorry to use that kind of language. This is who I am, and people who come to work for me need to know this is how I operate.”

88. Based on the context and the tone in which it was delivered, Ms. Watson understood that he was not sorry, that he did not care if his harassing behavior made a female candidate uncomfortable, and that he instead relished his behavior and the responses it created.

89. Mr. Jamroz next repeated that Ms. Watson’s experience and intellect were “sexy.” Mr. Jamroz asked Ms. Watson why she was sitting so far away, and instructed her to “move over, move closer.” Ms. Watson responded that the space between them was not so far away, and that the space was necessary to enable him to write an organizational chart and show her a diagram. At this point in the interview, Mr. Jamroz and Ms. Watson were a few feet apart from each other at a semi-circular table. She did not move closer to him and remained seated.

90. Mr. Jamroz stood up to move closer to Ms. Watson and sat down immediately next to her, invading her personal space and otherwise asserting his control over the situation. After Mr. Jamroz moved closer to Ms. Watson, he was sitting less than six inches

away from her. As they were seated on a banquette style of seating, there was no barrier such as an arm rest to separate Mr. Jamroz from Ms. Watson, thus making Mr. Jamroz's close proximity to Ms. Watson even more uncomfortable for her.

91. As he sat down, he leaned over and kissed Ms. Watson. Startled, Ms. Watson stated that he must have misread her, and hurriedly noted that she was seeing somebody seriously, that Mr. Jamroz was married, and that she was not interested in sleeping her way to the top.

92. Mr. Jamroz remained seated next to Ms. Watson and began asking her questions about her personal life, including questions about whether she was married and whether she had had any children. Because Ms. Watson was uncomfortable, she answered shortly and then again tried to shift the conversation back to business.

93. Mr. Jamroz and Ms. Watson left the restaurant soon thereafter to meet his team, including Garda Cash's current Senior Vice President, Northeast Region, Vince Modarelli ("Mr. Modarelli") in the hotel lobby. As they walked through the restaurant doors, Mr. Jamroz put his hand in the small of Ms. Watson's back. Ms. Watson was startled but did not feel comfortable saying anything.

94. After he arranged for a taxi, Mr. Jamroz walked toward Ms. Watson, and unexpectedly and quickly put his arm around her waist and pulled her close to him in full body contact. He then kissed Ms. Watson again. Ms. Watson was extremely shocked and pushed him back. She again told him that he misunderstood her, that she was seeing someone seriously, that he was married, and that this was not what she did. Ms. Watson repeated that she did not sleep her way to the top. Mr. Jamroz again dismissed her refusal, stating, "One day, I know you will sleep with me."

95. During the taxi ride back to the hotel, Ms. Watson attempted to maintain her composure and to otherwise present a professional front despite the fact that she was deeply shaken and upset.

96. Mr. Jamroz informed Ms. Watson in the taxi that his team had moved into the hotel restaurant and pub, which was adjacent to the elevator banks. As a result, Ms. Watson felt she had no choice but to say hello to the Garda Cash team members whom she had met months before.

97. Accordingly, Ms. Watson stopped to say hello to Mr. Modarelli and his subordinate. Both expressed surprise to see her in Ohio, and asked what she and Mr. Jamroz were doing there together. Again, Ms. Watson attempted to be cordial, professional, and composed, though she was becoming increasingly distraught. Throughout, Mr. Jamroz remained in distressingly close proximity to Ms. Watson, much to her discomfort. As a result of Mr. Jamroz's behavior, Ms. Watson excused herself and left.

98. Ms. Watson walked to the elevator bank, fighting back tears for fear of crying in public. Mr. Jamroz followed her to the elevator bank and asked what her room number was so that he could come up to see her after he finished meeting with the team. She said she was not going to give him her room number and that she needed to wake up early the next morning to drive back to Virginia. As soon as the elevator doors closed and Ms. Watson was alone, she immediately broke down crying.

99. Ms. Watson arrived at her hotel room hysterical and in tears. Ms. Watson's boyfriend, who had been waiting for her in the hotel room, expressed concern over what had happened. She explained she had just had the worst experience of her life and that it was not a real job interview. She said that Mr. Jamroz made unwelcome passes at her, including

kissing her twice, and that the interview was sexual in nature.

100. Ms. Watson recounted to her boyfriend what happened. Ms. Watson said she was angry, that she had never had an interview like that before, that no other boss or potential boss she had ever had ever behaved that way with her, and that she still could not believe what had happened. Throughout this conversation, Ms. Watson was extremely emotional.

101. The entire interview, which was arranged and organized by the hiring manager, President and COO Jamroz, made it clear to Ms. Watson that submission to Mr. Jamroz's sexual harassment was a condition of being hired by Garda Cash.

VI. REPORTING AND RETALIATION AGAINST MS. WATSON

102. As a result of Mr. Jamroz's sexual harassment, Ms. Watson was so upset that she needed air. She asked her boyfriend to go outside and take a walk with her so that she could calm down. On the way out of the hotel room, Ms. Watson saw Mr. Modarelli in the hotel hallway. She stepped back into her room and told her boyfriend that they could not leave yet as Mr. Modarelli was next door.

103. Ms. Watson's boyfriend, upset by Ms. Watson's experience, stepped into the hallway and called after Mr. Modarelli. He told Mr. Modarelli that he needed to tell Mr. Jamroz that he should not behave the way he did with Ms. Watson. Ms. Watson did not hear Mr. Modarelli say anything in response.

104. Still in tears, Ms. Watson entered the hallway so Mr. Modarelli could see her. She stepped between Mr. Modarelli and her boyfriend and commented that since Mr. Jamroz was Mr. Modarelli's boss, he could not do anything about it, and that he did not know what had happened as he was not there.

105. Ms. Watson also briefly explained to Mr. Modarelli that Mr. Jamroz had been interviewing her and had made a pass at her. Ms. Watson then quickly retreated with her boyfriend back into the hotel room.

106. On information and belief, Garda Cash's Senior Vice President of the Northeast Region Modarelli did not attempt to report Mr. Jamroz's behavior to Garda Cash or otherwise take any action to address the situation.

107. Once Ms. Watson was back in the Virginia office on June 3, 2011, Ms. Ray asked if she was going to interview or had interviewed with the Garda Cash business. Ms. Watson recounted the interview, the lewd comments and behavior, and the assault to Ms. Ray. Ms. Watson also stated that she feared she would be subjected to repeated sexual advances if she agreed to work for Mr. Jamroz, so there was no real opportunity for her in Garda Cash.

108. Ms. Ray commented that she could not believe such a thing could have happened. She said she did not know if she could have sat through dinner if it had happened to her. She also said that she would have to think twice about transferring to Garda Cash, which Mr. Westmacott had proposed to her.

109. Ms. Ray asked Ms. Watson if she was going to tell Mr. Westmacott about the incident. Ms. Watson said that he needed to hear about it directly from her, and that she would tell him about it when he returned from his honeymoon.

110. When Mr. Westmacott returned from his honeymoon, Ms. Watson requested to meet him in person in order to discuss the interview and to explain that she would not be going to Garda Cash because Mr. Jamroz had done something unethical. He agreed to meet in person. The meeting took place on June 21, 2011.

111. Between the date of the incident and the meeting on June 21, Mr. Jamroz sent Ms. Watson an email. He asked her about her thought process, to which Ms. Watson replied that she wanted to speak to Mr. Westmacott about the position. Ms. Watson was deeply concerned about accepting any position working for Mr. Jamroz and needed to report the incident and his inappropriate behavior that night to Mr. Westmacott first.

112. During Ms. Watson's conversation with Mr. Westmacott on June 21, 2011, Ms. Watson reported Mr. Jamroz's sexual harassment in detail to Mr. Westmacott, including everything described in paragraphs 80-98. Mr. Westmacott was minimally responsive to Ms. Watson's concerns but did state that "anyone with a head on their shoulders would clearly see that that's not a good situation to be in." When Ms. Watson said she feared that if she were to accept a role with Mr. Jamroz she would be subject to continued sexual advances during her tenure with his organization, Mr. Westmacott responded with "Or, I could see Chris [Jamroz] retaliating. Yes, I can see why this is not good for you."

113. Ms. Watson stated to Mr. Westmacott that as her supervisor and as an officer of the company, he needed to know what happened and why she believed that there was not a legitimate or credible opportunity for her at Garda Cash. She asked Mr. Westmacott to consider that Mr. Jamroz and Mr. Cretier would both be present at a Garda Cash event that they would all be attending over the coming days, and that either or both of them might approach Mr. Westmacott and Ms. Watson about Ms. Watson's potential role with Garda Cash. She suggested that if confronted by Mr. Jamroz, they both simply say that she would remain with GardaWorld.

114. Mr. Westmacott did not offer any further recourse or indicate that he would take steps to investigate the complaint or pursue the discipline of Mr. Jamroz.

115. On the following day, June 22, 2011, Mr. Westmacott asked Ms. Watson whether she wanted him to do anything about the incident. She stated that she had never been in this situation before and that she was not certain about the protocols. She said that it made her feel ill to think or talk about it further.

116. It troubled Ms. Watson that, given his position, Mr. Westmacott felt it appropriate to ask her what she wanted him to do. Ms. Watson felt as though he was putting the onus on her in an already difficult situation – especially after she had made a significant effort to report it to him personally.

117. In addition, Ms. Watson was worried about how this situation would be perceived at GardaWorld and whether it would affect her career progression. Ms. Watson reiterated to Mr. Westmacott her commitment to GardaWorld and her hopes of continued advancement in her career at the Company in the future.

118. On information and belief, GardaWorld President and COO Westmacott did nothing to report or otherwise address Mr. Jamroz's sexual harassment and assault of Ms. Watson.

119. When Ms. Watson followed up with Mr. Westmacott in July 2011, Mr. Westmacott stated that he had spoken with both Mr. Jamroz and Mr. Cretier in June to inform them that Ms. Watson would be staying with GardaWorld. He did not suggest that he had investigated, followed-up, or otherwise reported the underlying sexual harassment and assault.

120. On information and belief, no disciplinary action has ever been taken against Mr. Jamroz in response to Ms. Watson's multiple complaints. Indeed, the Company never contacted her to investigate or otherwise respond to the incident.

121. This tolerance for and failure to act on Ms. Watson's report of sexual harassment is consistent with a pattern of benign acceptance of sexual harassment of female employees by senior male executives.

122. Mr. Jamroz openly and positively remarked during the May 31, 2011 dinner with Ms. Watson that a previous President and Vice Chairman of Garda Cash had several complaints of harassing women in the workplace but remained employed and in fact had been elevated to serve on the Company's Board of Directors.

123. The Company is made aware but nonetheless takes no action when evidence of sexual harassment or discrimination surfaces. This is true even when in group settings.

124. For example, Mr. Jamroz made multiple off-color statements in public that were overheard by a recently hired in-house attorney. The attorney commented that she was glad he had hired her, seemingly implying that his conduct created a liability for the Company. Mr. Jamroz laughingly responded that he knew he was not supposed to say the kinds of things he had said. CEO Cretier, COO Westmacott, and Senior Vice President Dordal, among others, were present during this time and said nothing.

125. As a result of the Company's well-known tolerance for and failure to act on inappropriate sexual comments and treatment, women are afraid to come forward with their complaints, knowing that, as in Ms. Watson's situation, nothing would be done. For example, on information and belief, multiple women have been harassed by other GardaWorld male executives, but were too afraid to come forward.

VII. RETALIATION AND CONSTRUCTIVE DISCHARGE OF MS. WATSON

126. After Ms. Watson reported Mr. Jamroz's sexual harassment and assault, all responses to her inquiries regarding relocation, compensation, and promotion essentially

ceased. Instead, Ms. Watson came to understand that the Company sought to wind down her role in early 2012.

127. Since Ms. Watson's rejection and reporting of Mr. Jamroz's May 2011 advances, no one at GardaWorld or Garda Cash ever followed up with her about any other position within the Company. Furthermore, subsequent to her reporting, Ms. Watson was not offered any role or opportunity elsewhere in the Company.

128. In addition, Mr. Westmacott told Ms. Watson in August 2011 that he had reduced her bonus potential for that year from 34% to 25%. During that conversation, Ms. Watson questioned why her overall compensation was reduced given her continued superior performance and whether the bonus was comparable to others in the firm. Ms. Watson then proposed changes to the bonus letter, including revising the bonus potential back to 34%, which was the bonus she had received in previous years.

129. In September 2011, Mr. Westmacott informed Ms. Watson that he declined to adopt her suggestions. Mr. Westmacott's decision came after she informed him of the assault by Mr. Jamroz.

130. After Ms. Watson reported Mr. Jamroz's sexual harassment and assault, she was marginalized in other ways within the Company as well. For example, at an October 5, 2011 management meeting in Dubai with the Company's Board of Advisors, Ms. Watson was the only person on the management team who was excluded from a Company sightseeing boat tour.

131. At this point, the Company had removed Ms. Watson's direct reports, failed to extend her a formal offer for any role in Garda Cash, refused to discuss future opportunities at GardaWorld despite making it clear to Ms. Watson that the Company was eliminating her

current role, and otherwise marginalized and excluded her. Furthermore, the Company had failed to take any action to address the harassment and assault by Mr. Jamroz that Ms. Watson had reported to multiple Company officials several months prior.

132. In light of this treatment, it became clear to Ms. Watson that if she stayed at Garda she would be pushed out of the Company despite her continued dedication to the Company and superior performance. Moreover, Ms. Watson felt repeatedly victimized every time she sat in a room with male leaders at the Company, knowing that the Company permitted them to mistreat, harass, and assault their female colleagues with impunity.

133. This treatment, in conjunction with the Company's failure to address the assault by Mr. Jamroz and to fairly pay and promote her, left Ms. Watson with no other option but to leave Garda on February 17, 2012.

134. The situation at Garda and the stress Ms. Watson experienced had severe and detrimental effects on her individual health and personal relationships. As a result of her experiences, she struggled with anxiety, insomnia, migraines and severe emotional distress. These symptoms negatively affected her interpersonal relationships as well.

135. Garda's retaliation against Ms. Watson further escalated when she notified the Company that she would be leaving.

136. On February 9, 2012, after Ms. Watson had announced her departure from Garda and given her two weeks' notice, Mr. Westmacott insisted on speaking to her about "housekeeping." When they met, he began discussing her EEOC Charge. Despite Ms. Watson stating that she was "represented by counsel" and did not wish to discuss the details, he continued to discuss her Charge.

137. During this conversation, Mr. Westmacott exerted pressure on Ms. Watson to

drop her case. First, he communicated the fact that he did not see her claims as a Company matter. While he acknowledged that Mr. Jamroz had behaved inappropriately, Mr. Westmacott attempted to distance Mr. Jamroz from the Company, stating that he may answer for his actions “on his own.”

138. Mr. Westmacott then threatened Ms. Watson by repeatedly referencing her reputation, and he suggested that the Company would actively take steps to harm her reputation and that the matter would “hang over” her head should she choose to proceed.

139. Mr. Westmacott also stressed that Garda’s most highly ranked executives would be extremely aggressive as defendants. He suggested that they would spend millions of dollars to defeat Ms. Watson and that “they would be pigs about this.” Mr. Westmacott then pressed Ms. Watson to “close” things.

140. Further, on Ms. Watson’s last day, Mr. Brent Wegner, General Counsel at GardaWorld, asked to speak with Ms. Watson. During this conversation, he insisted on speaking to Ms. Watson regarding her EEOC Charge. Reiterating Mr. Westmacott’s “warnings,” Mr. Wegner stated that matters like these can “drag on” for a long time and do not settle quickly. He also told Ms. Watson that she should think about the impact that a lengthy litigation would have on her. In response to these comments, Ms. Watson replied that she did not want to speak about the matter and that she was represented by counsel.

141. In addition, even though Company policy provided that any employee who is still employed by the Company on the last day of the fiscal year would be awarded a bonus for that fiscal year, Ms. Watson was retaliatorily denied her Fiscal Year 2012 bonus. Ms. Watson was still employed by GardaWorld on January 31, 2012 (the last day of Garda’s fiscal year) but she never received her Fiscal Year 2012 bonus from the Company, which

should have been approximately \$85,000. This denial of her Fiscal Year 2012 bonus occurred after she had complained about discrimination and harassment at the Company and was in retaliation for her protected activity.

142. As a result of the Company's retaliatory actions and conversations, Ms. Watson felt pressured by the Company to keep quiet about the discrimination and harassment she faced and threatened if she did not remain silent.

COUNT I

VIOLATION OF TITLE VII, 42 U.S.C. § 2000(e) *et seq.* QUID PRO QUO SEXUAL HARASSMENT (Against Garda World Security Corporation, GardaWorld, and Garda Cash)

143. Ms. Watson re-alleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

144. Garda World Security Corporation, GardaWorld, and Garda Cash have discriminated against Ms. Watson by creating and maintaining a hostile work environment where an ongoing, severe, or pervasive pattern and practice of sexual harassment persists in violation of Title VII.

145. In the context of that environment, the President and Chief Operating Officer of Garda Cash subjected Ms. Watson to quid pro quo sexual harassment while bragging that sexual harassment was part of a larger pattern and practice of similar behavior.

146. The President and COO of Garda Cash used his position of authority to schedule his interview of Ms. Watson for after business hours, to choose the hotel in which she stayed, to choose the city in which to meet, to choose the restaurant in which to conduct the interview, to choose the transportation to the restaurant, to convince her to meet other Garda employees at the hotel lobby after dinner, and then to try to visit Ms. Watson in her hotel room.

147. During his interview of Ms. Watson, Mr. Jamroz made unwelcome passes at her, he ignored Ms. Watson's objections and forcibly kissed her twice, he made lewd comments about "creaming," "orgasms," and "wanking," he suggested that "one day [Ms. Watson] would sleep with him," he described Ms. Watson as "sexy," he put his hand on Ms. Watson's back without her permission, and he positioned himself close to Ms. Watson, touched her, and otherwise invaded her personal space.

148. Submission to Mr. Jamroz's sexual harassment during Ms. Watson's interview was a condition of the interview and to receiving a job with Garda Cash.

149. Despite Ms. Watson's reporting of the sexual harassment to multiple people in the Company's management, nothing was done to rectify or address the quid pro quo sexual harassment. To the contrary, Garda retaliated against Ms. Watson.

150. The Company's quid pro quo sexual harassment altered Ms. Watson's conditions of employment by creating an abusive working environment for her.

151. The Company's conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard of the rights of Ms. Watson.

152. As a direct and proximate result of the Company's sexual harassment of Ms. Watson, she has suffered damages, including emotional distress, damage to her reputation, anxiety, migraines, chest pain, insomnia, humiliation, and loss of enjoyment of life.

COUNT II

VIOLATION OF TITLE VII, 42 U.S.C. § 2000(e) *et seq.* RETALIATION (Against Garda World Security Corporation, GardaWorld, and Garda Cash)

153. Ms. Watson re-alleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

154. On or around May 31, 2011, Ms. Watson informed Garda Cash's Senior Vice President of the Northeast Region Modarelli of Mr. Jamroz's conduct against her.

155. On or around June 3, 2011, Ms. Watson informed GardaWorld Vice President of Finance and Treasurer Ray of Mr. Jamroz's conduct against her.

156. On or around June 21, 2011, Ms. Watson informed GardaWorld President and COO Westmacott of Mr. Jamroz's conduct against her.

157. After Ms. Watson engaged in protected activity and reported Mr. Jamroz's inappropriate conduct towards her, the Company stopped responding to her inquiries regarding relocation, compensation, promotion, and other positions within the Company.

158. In September 2011, the Company cut Ms. Watson's bonus potential for Fiscal Year 2011 from 34% to 25%.

159. In early 2012, the Company refused to pay the bonus Ms. Watson had earned for her performance in the previous year.

160. In retaliation for Ms. Watson's reporting of sexual harassment, the Company ultimately constructively discharged Ms. Watson from its employment.

161. In further retaliation for Ms. Watson's reporting of sexual harassment, the Company forced Ms. Watson to discuss her EEOC charge and pending claims and then threatened her against pursuing her claims.

162. As a result of the Company's retaliation against Ms. Watson, she has suffered damages, including loss of income, emotional distress, damage to her reputation, anxiety, pain, insomnia, humiliation, and loss of enjoyment of life.

COUNT III

**VIOLATION OF TITLE VII, 42 U.S.C. § 2000(e) *et seq.*
GENDER DISCRIMINATION
(Against Garda World Security Corporation and GardaWorld)**

163. Ms. Watson re-alleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

164. The Company has discriminated against the Plaintiff by subjecting her to different treatment on the basis of her gender.

165. The Company has discriminated against Plaintiff by treating her differently from and less preferably than similarly-situated male employees and by subjecting her to disparate pay, discriminatory denial of pay raises and bonuses, disparate terms and conditions of employment, discriminatory job assignments, discriminatory denial of promotions, harassment, hostile work environment, and other forms of discrimination, in violation of Title VII.

166. The Company has failed to prevent, respond to, adequately investigate, and/or appropriately resolve instances of gender discrimination in the workplace.

167. As a result of the Company's discrimination against Ms. Watson, she has suffered damages, including loss of income, emotional distress, damage to her reputation, anxiety, pain, insomnia, humiliation, and loss of enjoyment of life.

COUNT IV

**VIOLATION OF TITLE VII, 42 U.S.C. § 2000(e) *et seq.*
CONSTRUCTIVE DISCHARGE
(Against Garda World Security Corporation and GardaWorld)**

168. Ms. Watson re-alleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

169. The Company has discriminated against Ms. Watson by permitting the creation

of a sexually hostile work environment where her career potential was conditioned on quid pro quo harassment, engaging in retaliation, and by discriminating against the Plaintiff by subjecting her to different treatment on the basis of her gender in violation of Title VII.

170. The Company's sexual harassment, retaliation, and discrimination was so intolerable that Ms. Watson had no choice but to resign her employment.

171. The Company's conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard of the rights of Ms. Watson.

172. As a result of the Company's constructive discharge of Ms. Watson, she has suffered damages, including emotional distress, damage to her reputation, anxiety, insomnia, humiliation, and loss of enjoyment of life.

COUNT V

VIOLATION OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED BY THE EQUAL PAY ACT OF 1963 ("EQUAL PAY ACT"), 29 U.S.C. § 206(d)

(Against Garda World Security Corporation, GardaWorld, Stephan Cretier, and Oliver Westmacott)

173. Ms. Watson re-alleges and incorporates by reference each and every allegation in each and every aforementioned paragraph as if fully set forth herein.

174. Stephan Cretier and Oliver Westmacott were in control of the Company's compensation system and made decisions regarding Ms. Watson's compensation.

175. The Company, Stephan Cretier, and Oliver Westmacott discriminated against the Plaintiff within the meaning of the Equal Pay Act ("EPA") by providing her with lower pay than similarly-situated male colleagues on the basis of her gender, female, even though Ms. Watson performed similar duties requiring the same skill, effort, and responsibility as her male counterparts.

176. Ms. Watson and similarly situated men all perform similar job duties and

functions across the Defendants' various offices. Ms. Watson and similarly situated men all performed jobs which required equal skill, effort, and responsibility, and are or were performed under similar working conditions.

177. The Company, Stephan Cretier, and Oliver Westmacott discriminated against Ms. Watson by subjecting her to discriminatory pay, discriminatory denials of bonuses and other compensation incentives, and other forms of discrimination in violation of the EPA.

178. The differential in pay between Ms. Watson and male employees was not due to seniority, merit, quantity, or quality of production, but was due to gender.

179. The Company, Stephan Cretier, and Oliver Westmacott caused, attempted to cause, contributed to, or caused the continuation of wage discrimination based on gender, in violation of the EPA.

180. The foregoing conduct constitutes a willful violation of the EPA within the meaning of 29 U.S.C. § 255(a). Because Defendants have willfully violated the EPA, a three-year statute of limitations applies to such violations, pursuant to 29 U.S.C. § 255.

181. As a result of the Individual Defendants' and the Company's conduct alleged in this Complaint, Ms. Watson has suffered and continues to suffer harm, including but not limited to lost earnings, lost benefits, and other financial loss, as well as humiliation, embarrassment, emotional and physical distress, and mental anguish.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court:

- A. Award Plaintiff compensatory damages in an amount to be determined by the jury;
- B. Award punitive damages in favor of Plaintiff against Defendants in an amount to be determined by the jury;
- C. Award Plaintiff liquidated damages for Defendants' willful violations;
- D. Award Plaintiff her reasonable costs and expenses incurred in this action, including attorneys' fees;
- E. Order equitable relief including but not limited to backpay, front pay, and prejudgment interest;
- F. Issue a declaratory judgment as follows:
 - 1. Chief Operating Officer of Garda Cash Logistics Chris Jamroz subjected Ms. Watson to quid pro quo sexual harassment within the meaning of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) *et seq.*;
 - 2. Individual Defendants Oliver Westmacott and Stephan Cretier knew or should have known about Mr. Jamroz's conduct and failed to correct or prevent it;
 - 3. The Company's employment practices challenged herein are illegal and in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) *et seq.*; and the Equal Pay Act of 1963, 29 U.S.C. § 206(d); and
- G. Enter such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Ms. Watson hereby demands a trial by jury with respect to each claim in this Complaint.

Dated: February 4, 2015

Respectfully submitted,

SANFORD HEISLER KIMPEL, LLP
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By: _____

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