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10 CHRISTOPHER LYNCH

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/27/2023
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN FRANCISCO**

13 CHRISTOPHER LYNCH,
14 Plaintiff,

15 vs.

16 NODE LABS INC.; COMPOUND
17 GENETICS LLC; FELIPE RECALDE;
18 LAUREN AVENIUS; and DOES 1 to
19 100, inclusive,
20 Defendants.

Case No.: **CGC-23-605428**

PLAINTIFF'S COMPLAINT FOR:

- 21 (1) **DISCRIMINATION IN VIOLATION OF FEHA;**
- 22 (2) **HARASSMENT IN VIOLATION OF FEHA;**
- 23 (3) **RETALIATION IN VIOLATION OF FEHA;**
- 24 (4) **FAILURE TO PREVENT HARASSMENT IN VIOLATION OF FEHA;**
- 25 (5) **FAILURE TO ACCOMMODATE;**
- 26 (6) **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS;**
- 27 (7) **RETALIATION IN VIOLATION OF THE CALIFORNIA FAMILY RIGHTS ACT;**
- 28 (8) **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- (9) **VIOLATION OF LABOR CODE §1102.5;**

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-) (10) VIOLATION OF LABOR CODE §§1050, 1053;
-) (11) DEFAMATION;
-) (12) TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS;
-) (13) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
-) (14) BREACH OF CONTRACT;
-) (15) FRAUDULENT INDUCEMENT;
-) (16) VIOLATION OF LABOR CODE 201, 202, AND 203; AND
-) DEMAND FOR JURY TRIAL

Plaintiff, CHRISTOPHER LYNCH, hereby alleges:

THE PARTIES

1. Plaintiff CHRISTOPHER LYNCH (“Plaintiff” or “LYNCH”) is, and at all times mentioned in this Complaint was, a resident of San Francisco County and San Mateo County, California.

2. At all times relevant defendant NODE LABS INC. (hereafter, “Defendant,” or “NODE” was and is a company organized in the State of California and duly organized and existing under and by virtue of the laws of the State of California.

3. At all times herein mentioned, Defendant COMPOUND GENETICS LLC was and is a company organized in the State of California and duly organized and existing under and by virtue of the laws of the State of California.

4. At all relevant times, Defendants NODE, COMPOUND, and DOES 1 through 100, operated, managed, maintained, oversaw and controlled the activities of all co-Defendants and DOES 1-100, inclusive, and each of them, so that the conduct, acts, and omissions of each co-Defendant and DOES 1-100, inclusive, and each of them, were the conduct, acts and omissions of NODE and COMPOUND and DOES 1 through 100, and,

1 at all relevant times, said co-Defendants were then acting as the actual or ostensible agents
2 of Defendants NODE, COMPOUND and DOES 1 through 100. Defendants NODE,
3 COMPOUND, and DOES 1 through 100, and each of them, operated in such a way as to
4 make their individual identities indistinguishable, and are, therefore, the mere alter egos
5 of one another.

6 5. Plaintiff is informed and believes, and thereon allege, that Defendant NODE is
7 the parent company of Defendant COMPOUND and as such, was responsible for the
8 administrative and fiscal management of COMPOUND. Defendants NODE and DOES 1
9 through 100, and each of them, through their managers, directors, officers, and other
10 agents, directly oversaw, managed, and/or controlled all aspects of the operation and
11 management of COMPOUND, including but not limited to, the budget, staffing, staff
12 training, policy and procedures manuals, accounts payable, accounts receivable, facility
13 development and leasing, general accounting, cash management, pricing, reimbursement,
14 capitalization, and profit and loss margins.

15 6. Defendants NODE and COMPOUND directly and indirectly employed Plaintiff
16 until they constructively terminated Plaintiff's employment. At all relevant times alleged,
17 all Defendants acted as agents of all other Defendants in committing the acts alleged
18 herein.

19 7. Defendant FELIPE RECALDE ("Defendant" or "RECALDE" is, and at all times
20 mentioned in this Complaint was, employed by Defendant NODE and COMPOUND. At
21 all times known to Plaintiff, defendant RECALDE was a resident of San Francisco and
22 Alameda Counties.

23 8. Defendant LAUREN AVENIUS ("Defendant" or "AVENIUS" is, and at all
24 times mentioned in this Complaint was, employed by Defendant NODE and
25 COMPOUND. At all times known to Plaintiff, defendant AVENIUS was a resident of
26 San Francisco and Alameda Counties.

27 9. The true names and capacities, whether individual, corporate, associate, or
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1 otherwise, of the Defendants named herein as Does 1 through 100 inclusive are unknown
2 to Plaintiff, who therefore sues them under fictitious names pursuant to Code of Civil
3 Procedure section 474. Plaintiffs are informed and believe, and on that basis allege, that
4 each of the Defendants sued under fictitious names is in some manner responsible for the
5 wrongs and damages alleged below, in so acting was functioning as the agent, servant,
6 partner, and employee of the co-defendants, and in taking the actions mentioned below was
7 acting within the course and scope of his, her, or their authority as such agent, servant,
8 partner, and employee, with the permission and consent of the co-defendants.

9 10. Plaintiff is informed and believes, and based thereon alleges, that at all times
10 relevant hereto, Defendants, and each of them, were the agents, employees, managing
11 agents, supervisors, co-conspirators, parent corporation, joint employers, alter ego, and/or
12 joint ventures of the other Defendants, and in doing the things alleged herein, were acting
13 at least in part within the course and scope of said agency, employment, conspiracy, joint
14 employer, alter ego status, and/or joint venture and with the permission and consent of
15 each of the other Defendants. Whenever and wherever reference is made in this Complaint
16 to any act or failure to act by a Defendant or co-Defendant, such allegations and references
17 shall also be deemed to mean the acts and/or failures to act by each Defendant acting
18 individually, jointly and severally.

19 20 **GENERAL ALLEGATIONS**

21 11. In June, 2014 Plaintiff was diagnosed with Parkinson's disease. Despite his
22 disability Plaintiff was able to perform all jobs held with Defendants alleged herein, with
23 or without accommodation.

24 12. Beginning in 2017 Plaintiff began work on the genetic development and breeding
25 of Cannabis plants including, but not limited to "C. Sativa" varieties. Thereafter, Plaintiff
26 formed Compound IP LLC, and trademarked the name, "Compound Genetics." Plaintiff
27 was sole owner of Compound IP LLC.
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1 13. In the spring of 2019, Plaintiff and Defendants began negotiating the sale of
2 properties and assets of Compound IP LLC and its intellectual property, to NODE.

3 14. On or about May 29, 2019, NODE sent Plaintiff a letter of intent to buy
4 Compound IP LLC assets.

5 15. In June 2019, Plaintiff and NODE entered into an agreement for the sale of
6 Compound IP LLC assets (“Contract”).

7 16. Pursuant to the Contract Plaintiff was to transfer ownership of Compound IP
8 LLC’s assets, with the exception of social media accounts and data, to NODE in exchange
9 for \$100,000 in cash and \$400,000 in equity plus bonuses based upon sales. Defendants
10 were also required to pay Plaintiff \$100,000 for every \$500,000 in sales, and \$200,000 for
11 every \$1,000,000 in sales for a two-year period thereafter. Defendants were also required
12 to pay Plaintiff a salary of \$100,000 per year, and Defendants were to pay Plaintiff \$15,000
13 for every seed harvest. Defendants were to provide Plaintiff with health insurance, short-
14 term housing, and relocation expenses of up to \$10,000.

15 17. In consideration for the Contract, Plaintiff delivered to NODE Compound IP
16 LLC’s intellectual property (plants and genetic material) as well as Compound IP LLC’s
17 trademarked intellectual property, with the exception of social media accounts and data.
18 Thereafter, NODE immediately incorporated the Compound IP LLC trademark into their
19 business and marketing, began using the plant-related intellectual property for profit, and
20 otherwise held itself out as the owner, agent, and/or alter ego of Compound IP LLC and
21 began doing business as COMPOUND. The terms of the Contract were confirmed in an
22 email between Plaintiff and NODE’s Chief Executive Officer at the time, DANIEL
23 ADLER-GOLDEN (hereafter, “ADLER-GOLDEN”). The terms of the Contract were
24 also memorialized in writing in a document entitled, “Node Labs, Compound Genetics
25 Term Sheet” (hereafter, “Term Sheet”).

26 18. On July 18, 2019, Plaintiff entered into an employment agreement with
27 Defendants that contained many of the same terms set forth in the Term Sheet. Pursuant
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1 to the employment agreement, Plaintiff was to perform work as a Breeding and Genetics
2 Specialist overseeing COMPOUND, Defendants' seed production, and sourcing genetics.
3 Defendants were to pay Plaintiff \$15,000 for every seed harvest, \$100,000 for every
4 \$500,000 in sales, and \$200,000 for every \$1,000,000 in sales, in addition to a salary of
5 \$100,000 per year.

6 19. On August 14, 2019, ADLER-GOLDEN met with Plaintiff and informed him he
7 had more formally memorialized the Contract in an Asset Purchase Agreement (hereafter,
8 "APA"). Rather than provide Plaintiff with a paper copy of the document, ADLER-
9 GOLDEN told Plaintiff to download and sign the document using an application on
10 Plaintiff's phone. ADLER-GOLDEN reassured Plaintiff that the APA terms were
11 identical to the Contract, and Plaintiff needed to scroll to the last page and electronically
12 "sign" it. ADLER-GOLDEN waited as Plaintiff affixed his electronic signature to the
13 APA.

14 20. In actuality, the APA ADLER-GOLDEN asked Plaintiff to sign did not
15 memorialize the terms of the Contract. Instead, Defendants intentionally included terms
16 that had not been agreed to and were materially different and less favorable to Plaintiff.
17 Whereas the Contract afforded Plaintiff approximately 235,294 shares amounting to
18 \$400,000 in equity, the APA stated that Plaintiff was only owed 58,514 in shares
19 amounting to approximately \$125,000 in equity. The APA was not presented to Plaintiff
20 as a new contract. Further, Plaintiff was not made aware of the changed terms until
21 approximately February, 2022.

22 21. By September 1, 2020, Defendants were actively frustrating the purpose of the
23 original Contract by refusing to provide Plaintiff with an accounting of the sales upon
24 which Plaintiff's compensation was based. Further, Defendants had failed to pay Plaintiff
25 his sales bonus. Defendants continued to actively frustrate the purpose and intent of the
26 original Contract throughout the remainder of his employment and beyond.

27 22. Throughout Plaintiff's employment Defendants used Plaintiff's standing in the
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1 genetic industry to bolster the NODE and COMPOUND brand. Although Plaintiff was
2 not required by his employment agreement to do so, Defendants demanded that Plaintiff
3 make appearances, participate in interviews, and market the brand using his name and
4 likeness.

5 23. In approximately May 2021, both RECALDE and AVENIUS gained control over
6 NODE and COMPOUND; RECALDE became COMPOUND's Chief Executive Officer
7 and AVENIUS became NODE'S Chief Executive Officer. Immediately thereafter,
8 RECALDE began to present himself as a geneticist and creator of some of the products
9 that in fact had been developed by Plaintiff. RECALDE had no training, education, or
10 ability to breed plants; however in an effort to bolster his credibility, he concocted a
11 biography that included a purported life in the South American illegal drug trade. In
12 reality, RECALDE had little education in finance, genetics, or plant breeding; he was
13 simply a carnival barker and opportunist. Nonetheless, RECALDE and AVENIUS began
14 to make efforts to oust both ADLER-GOLDEN and Plaintiff from the company and take
15 their shares.

16 24. In late May 2021, AVENIUS attempted to minimize Plaintiff's importance and
17 future role with the company by telling a key investor that Plaintiff had been diagnosed
18 with Parkinson's Disease.

19 25. By approximately May 2021, Plaintiff needed an accommodation for his
20 disability. As part of his job duties Plaintiff was required to attend meetings throughout
21 the Northern California region. Plaintiff's disability hindered and at times prevented
22 Plaintiff from driving. Plaintiff therefore required a driver as an accommodation. Plaintiff
23 informed RECALDE and AVENIUS that he needed an accommodation.

24 26. Defendants never discussed Plaintiff's need for accommodation with Plaintiff.

25 27. In approximately June 2021, RECALDE and AVENIUS began efforts to remove
26 ADLER-GOLDEN, no longer a CEO but still a primary shareholder, from his influence
27 and control over the company, by developing plans to sue ADLER-GOLDEN for his
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1 shares.

2 28. In September 2021, AVENIUS increased her efforts to discredit Plaintiff and
3 minimize his role in the company by telling others that Plaintiff suffered from
4 Schizophrenia, a fact that was false. These false assertions were made by AVENIUS to
5 ADLER-GOLDEN, Plaintiff's personal assistant, and others.

6 29. RECALDE also learned that Plaintiff had given a friend a substantial sum of
7 money to use in the future for Plaintiff's care. When RECALDE learned of this he
8 immediately began lobbying Plaintiff to give him the money instead. RECALDE
9 promised Plaintiff he would invest the money in cryptocurrency on his behalf.

10 30. In early February 2022 Plaintiff was provided with an email from AVENIUS
11 stating that Plaintiff owned only 142,131 shares, amounting to far less equity than the
12 parties had agreed to in the Contract. Plaintiff informed AVENIUS that the number was
13 incorrect and that he actually owned \$400,000 in equity. Although ADLER-GOLDEN
14 confirmed in text messages that Plaintiff was in fact correct and that NODE owed the
15 originally promised \$400,000 in equity, nothing was done to provide Plaintiff with the
16 shares he was owed over the next nine months.

17 31. On September 19, 2022 Plaintiff notified Node of his need for accommodation.
18 On September 20, 2022 Plaintiff submitted a doctor's note directing that he be placed on
19 medical leave. Defendants did not engage in the interactive process nor make an effort to
20 provide an accommodation; instead, Plaintiff was placed on unpaid medical leave on
21 September 21, 2022. His leave was to begin on September 21, 2022 and end on January
22 1, 2023.

23 32. On September 30, 2022 Plaintiff obtained a second note from his doctor
24 requesting that his medical leave be modified allowing him to work on an intermittent
25 status, from home. The accommodation required that he only attend a single meeting a
26 week, and receive no phone calls after 8 p.m. Given the nature of Plaintiff's work this
27 accommodation was reasonable. On October 5, 2022 Plaintiff began to work from home
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1 intermittently.

2 33. Despite the doctor's note amending his leave and requesting accommodation, no
3 effort was made to engage Plaintiff in a discussion about his accommodation, and Plaintiff
4 was neither given the accommodation nor actually allowed the intermittent medical leave.
5 Instead, Defendants continually required Plaintiff to attend meetings, continued to present
6 Plaintiff with emails, texts, and work requests during the leave period, and refused to
7 provide him with a driver.

8 34. Within weeks RECALDE and AVENIUS began disclosing Plaintiff's illness to
9 others.

10 35. In a further effort to obtain control over Plaintiff's finances, RECALDE visited
11 Plaintiff's home unannounced without Plaintiff's knowledge in an effort to meet with
12 Plaintiff's mother. During the visit RECALDE attempted to influence Plaintiff's mother
13 and asked probing questions about Plaintiff's relationship with his fiancée, all in an effort
14 to extract control over Plaintiff.

15 36. In October, 2022, in a further effort to discredit Plaintiff and take control over the
16 company, RECALDE told others that "Chris is going to die soon," and that he
17 (RECALDE) and the company needed to prepare for Chris passing away soon.

18 37. In approximately October 2022, RECALDE admitted that Plaintiff had been
19 owed \$400,00 in equity in accordance with the original APA but refused to comply with
20 its terms and pay what Plaintiff was owed. Instead, RECALDE demanded that Plaintiff
21 execute a release of all claims, releasing his right to enforce the original APA and/or
22 pursue any other claims against RECALDE, AVENIUS, NODE, COMPOUND, and
23 others. RECALDE offered to provide Plaintiff with additional shares in exchange for this
24 Release. Plaintiff refused to execute the Release.

25 38. In November 2022 Plaintiff again asked that Defendants pay Plaintiff the full
26 value of his original APA. In response, Defendants locked Plaintiff out of his email
27 without explanation. Around this time, Defendants began telling employees that Plaintiff
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1 had resigned. In fact, Plaintiff was working from home, on intermittent medical leave.
2 Plaintiff informed AVENIUS that he had been locked out of his email and was uncertain
3 about his work status.

4 39. Also in November 2022, RECALDE and AVENIUS told an owner of another
5 major cannabis company, SEED JUNKY GENETICS, that Plaintiff stole plants and
6 conspired with the CEO of another cannabis company, COOKIES, to leave NODE to work
7 with COOKIES. This was false and said with the intention to damage Plaintiff's
8 reputation and prevent him from working in the cannabis industry. Defendant's
9 defamatory statements prevented Plaintiff from obtaining employment and/or a business
10 partnership with SEED JUNKY GENETICS

11 40. In approximately early December, 2022, RECALDE began telling others that
12 Plaintiff stole from the company and that video existed showing that Plaintiff stole from
13 the company. RECALDE and AVENIUS, acting on their own and in their capacity as
14 officers of NODE and COMPOUND, began publishing defamatory, false factual
15 statements about Plaintiff in an effort to prevent Plaintiff from working in the cannabis
16 industry and to cause Plaintiff emotional distress.

17 41. Also in December 2022, RECALDE told an owner of a major cannabis company,
18 RUNTZ, that Plaintiff stole plants from NODE and was trying to sell them to a RUNTZ
19 competitor, COOKIES. This was false and said with the intention to damage Plaintiff's
20 reputation and prevent him from working in the cannabis industry. RUNTZ was a
21 potential employer/business partner of Plaintiff. Defendant's defamatory statements
22 prevented Plaintiff from obtaining employment and/or engaging in a business relationship
23 with RUNTZ.

24 42. On December 8, 2022, NODE sent Plaintiff a letter advising Plaintiff that he
25 should resign. The same day, NODE sent NODE's competitor, COOKIES, a letter stating
26 that "Mr. Lynch has never resigned from Node Labs and, to this very day, continues to be
27 an employee." NODE further advised COOKIES that Plaintiff stole "valuable and
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1 proprietary genetics,” and that he intended to use the “purloined” proprietary property in
2 connection with a business venture with COOKIES. This statement was false and made
3 with the intention of preventing Plaintiff from working in the industry and made with the
4 intention of causing Plaintiff significant emotional and physical distress.

5 43. On December 12, 2022 Plaintiff filed a complaint against Defendants with the
6 Department of Fair Employment and Housing. Approximately one week later, on or about
7 December 19, 2022, NODE and COMPOUND fired Plaintiff. At the time, Plaintiff was
8 on medical leave and Defendants had locked Plaintiff out of the company email system.

9 44. On December 20, 2022, the Fair Employment and Housing Act issued Plaintiff a
10 Right to Sue letter.

11 45. On December 21, 2022, Defendants sent Plaintiff what they purportedly
12 described as his final wage payments. However Defendants used an expired checking
13 account, and the payment was invalid. Plaintiff informed Defendants that the check was
14 bad; in response, Defendants then issued a second check, which was also a bad check.

15 46. After Plaintiff’s termination NODE and COMPOUND made public statements
16 in emails and on social media that Plaintiff resigned; Plaintiff in fact did not resign. NODE
17 further informed prospective employers, including, but not limited to, Cookies, that
18 Plaintiff was fired for stealing intellectual property.

19 47. Both NODE and COMPOUND repeatedly and intentionally interfered with the
20 ability of Plaintiff and the COBRA insurance exchange Cal Choice, often providing false
21 or misleading information which prevented Plaintiff from receiving health coverage.
22 Defendants did this to vex and harass Plaintiff.

23 48. Plaintiff was a COBRA qualified beneficiary and Defendants were obligated to
24 takes steps to ensure Plaintiff would receive COBRA continuation coverage upon his
25 termination. From December until mid-February 2022, Defendants intentionally refused
26 to properly complete COBRA procedures in accordance with the law so that Plaintiff could
27 receive continuation benefits under COBRA. As a result of Defendants failure to follow
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1 COBRA procedures Plaintiff was forced to pay for medical expenses out of pocket.
2 Plaintiff's Parkinson's medications exceeded \$6,000. Unable to pay the \$6000 for his
3 medication, Plaintiff was forced to purchase inadequate treatment medication. This
4 medication was far less effective, and caused Plaintiff profound physical and emotional
5 distress, worsening the symptoms of Parkinson's Disease.

6 49. On or about March 22, 2023, Plaintiff filed a complaint against Defendants with
7 the Department of Fair Employment and Housing alleging that he had been terminated.
8 On or about March 22, 2023, the Fair Employment and Housing Act issued Plaintiff a
9 Right to Sue letter.

10
11 **FIRST CAUSE OF ACTION**

12 **Discrimination in Violation of FEHA (FEHA, Gov. Code § 12940 —**
13 **Against NODE and COMPOUND)**

14 50. The allegations set forth in paragraphs 1 through 49 are re-alleged and
15 incorporated herein by reference.

16 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 subjected Plaintiff to discrimination as set forth above as a result of Plaintiff's disability,
18 need for accommodation, requests for accommodation, and taking medical leave, in
19 violation of California Government Code §12900 *et seq.*

20 52. At all times relevant Plaintiff was disabled, suffering from Parkinson's Disease,
21 a progressive disorder that affects the nervous system and the parts of the body controlled
22 by the nerves. This disease affected Plaintiff's major life activities. This disability was
23 known to Defendants during Plaintiff's employment.

24 53. At all times relevant, Plaintiff was regarded by Defendants as having a disability.

25 54. Defendants discriminated against Plaintiff because of his disability, need for
26 accommodation, need for medical leave, and requests for accommodation. This
27 discrimination included, but was not limited to, adverse employment actions including,
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1 but not limited to, the termination of Plaintiff's employment.

2 55. Plaintiff is informed and believes, and based thereon alleges, that in addition to
3 the practices enumerated above, Defendants, and each of them, have engaged in other
4 discriminatory practices against Plaintiff which are not yet fully known. At such time as
5 said discriminatory practices become known to Plaintiff, Plaintiff will seek leave of court
6 to amend this Complaint in that regard.

7 56. Plaintiff filed a Charge of Discrimination with the Department of Fair
8 Employment and Housing. Plaintiff has exhausted the administrative remedies, received a
9 Right to Sue letter, and timely files this action.

10 57. As a direct and proximate result of Defendants' willful, knowing and intentional
11 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, economic
12 losses, including the loss of earnings and benefits, the full nature and extent of which are
13 presently unknown to Plaintiff, in an amount to be proven at trial.

14 58. As a direct and proximate result of Defendants' willful, knowing and intentional
15 discrimination against Plaintiff, Plaintiff has suffered, and will continue to suffer, non-
16 economic damages, including pain and suffering, extreme and severe mental anguish and
17 emotional distress, and financial loss. Plaintiff is hereby entitled to general and
18 compensatory damages in amounts to be proven at trial.

19 59. Plaintiff further requests attorney fees be awarded pursuant to California
20 Government Code §12965.

21 60. Plaintiff is informed and believes and based thereon alleges that the outrageous
22 conduct of Defendants described above was done with malice, fraud and oppression and
23 with conscious disregard for Plaintiff's rights and with the intent, design and purpose of
24 injuring Plaintiff. Defendants, through its officers, managing agents and/or its supervisors,
25 authorized, condoned and/or ratified the unlawful conduct of the other Defendants named
26 in this action. By reason thereof, Plaintiff is entitled to punitive or exemplary damages
27 from all Defendants in a sum according to proof at trial.

1 with these sections, and received a right-to-sue letter. Such complaint exhausted the
2 administrative requirements for Plaintiff's claims brought against Defendants.

3 68. Because of the harassment described above Plaintiff has suffered substantial
4 economic losses, including lost wages and benefits, in an amount to be determined at trial.

5 69. Because of Defendants' harassment and the failure of Defendants to prevent
6 and/or stop it, Plaintiff has suffered and continues to suffer non-economic damages,
7 consisting of pain and suffering, mental anguish, humiliation, alienation, emotional
8 distress and embarrassment in a sum according to proof at the time of trial.

9 70. Plaintiff is entitled to and further requests attorney fees be awarded to Plaintiff
10 pursuant to California Government Code §12965.

11 71. Plaintiff is informed and believes and based thereon alleges that the outrageous
12 conduct of Defendants described above was done with malice, fraud and oppression and
13 with conscious disregard for Plaintiff's rights and with the intent, design, and purpose of
14 injuring Plaintiff. Defendants, through their officers, managing agents and/or its
15 supervisors, authorized, condoned and/or ratified the unlawful conduct of all of the other
16 Defendants named in this action. By reason thereof, Plaintiff is entitled to punitive or
17 exemplary damages from all Defendants in a sum according to proof at trial.

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19 **THIRD CAUSE OF ACTION**

20 **Retaliation in Violation of FEHA (FEHA, Gov. Code § 12940 —**
21 **Against NODE and COMPOUND)**

22 72. The allegations set forth in paragraphs 1 through 71 are re-alleged and
23 incorporated herein by reference.

24 73. At all times relevant Plaintiff was disabled, suffering from Parkinson's disease,
25 a physical condition that affected a major life activity. This disability was known to
26 Defendants during Plaintiff's employment.

27 74. At all times relevant, Plaintiff complained to Defendants of harassing comments
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1 and conduct regarding his disability, requested and/or needed accommodation, requested
2 and/or took medical leave, and resisted adverse employment actions based upon his
3 disability.

4 75. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 subjected Plaintiff to retaliation as set forth above as a result of Plaintiff's complaints of
6 harassment and discrimination, requesting and/or needing accommodation, requesting
7 and/or taking medical leave, and resisting adverse employment actions based upon his
8 disability, in violation of California Government Code §12900 *et seq.*.

9 76. Plaintiff filed a Charge of Discrimination with the Department of Fair
10 Employment and Housing. Plaintiff has exhausted the administrative remedies, received a
11 Right to Sue letter, and timely files this action.

12 77. As a direct and proximate result of Defendants' willful, knowing and intentional
13 retaliation against Plaintiff, Plaintiff has sustained, and continues to sustain, economic
14 losses, including the loss of earnings and benefits, the full nature and extent of which are
15 presently unknown to Plaintiff, in an amount to be proven at trial.

16 78. As a direct and proximate result of Defendants' willful, knowing and intentional
17 retaliation against Plaintiff, Plaintiff has suffered, and will continue to suffer, non-
18 economic damages, including pain and suffering, extreme and severe mental anguish and
19 emotional distress, and financial loss. Plaintiff is hereby entitled to general and
20 compensatory damages in amounts to be proven at trial.

21 79. Plaintiff further requests attorney fees be awarded pursuant to California
22 Government Code §12965.

23 80. Plaintiff is informed and believes and based thereon alleges that the outrageous
24 conduct of Defendants described above was done with malice, fraud and oppression and
25 with conscious disregard for Plaintiff's rights and with the intent, design and purpose of
26 injuring Plaintiff. Defendants, through its officers, managing agents and/or its supervisors,
27 authorized, condoned and/or ratified the unlawful conduct of the other Defendants named
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1 in this action. By reason thereof, Plaintiff is entitled to punitive or exemplary damages
2 from all Defendants in a sum according to proof at trial.

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4 **FOURTH CAUSE OF ACTION**

5 **Failure to Prevent Harassment (FEHA, Gov. Code § 12940 — Against**
6 **Defendants NODE and COMPOUND)**

7 81. The allegations set forth in paragraphs 1 through 80 are re-alleged and
8 incorporated herein by reference.

9 82. During Plaintiff's employment and prior to his constructive termination Plaintiff
10 complained that he was being harassed and retaliated against. Defendants failed to take
11 reasonable steps to prevent the above-referenced harassment and retaliation in violation of
12 California Government Code §12940(k).

13 83. Plaintiff filed a Charge of Discrimination with the California Department of Fair
14 Employment and Housing (hereinafter "DFEH") alleging Defendants failed to prevent
15 harassment and retaliation and received a Right to Sue letter, exhausting his administrative
16 remedies.

17 84. As a direct and proximate result of Defendants' willful, knowing and intentional
18 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, economic
19 damages, including loss of earnings and benefits, the full extent of which are presently
20 unknown to Plaintiff, in an amount to be proven at trial.

21 85. As a further direct and proximate result of Defendants' discriminatory conduct,
22 Plaintiff has suffered and continues to suffer, non-economic damages, including pain and
23 suffering, emotional and mental distress, anguish, embarrassment and humiliation, all to
24 Plaintiff's general damages in an amount according to proof at trial.

25 86. Plaintiff is entitled to and further requests attorney fees be awarded to Plaintiff
26 pursuant to California Government Code §12965.

27 87. Plaintiff is informed and believes and based thereon alleges that the outrageous
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1 conduct of Defendants described above was done with malice, fraud and oppression and
2 with conscious disregard for Plaintiff's rights and with the intent, design, and purpose of
3 injuring Plaintiff. Defendants, through their officers, managing agents and/or its
4 supervisors, authorized, condoned and/or ratified the unlawful conduct of the other
5 Defendants named in this action. By reason thereof, Plaintiff is entitled to punitive or
6 exemplary damages from all Defendants in a sum according to proof at trial.

7
8 **FIFTH CAUSE OF ACTION**

9 **Failure to Accommodate in Violation of FEHA**

10 **(Against NODE and COMPOUND)**

11 88. The allegations set forth in paragraphs 1 through 87 are re-alleged and
12 incorporated herein by reference.

13 89. At all times herein, the Fair Employment and Housing Act ("FEHA"),
14 Government Code §12940 et seq, was in full force and effect and was binding on
15 Defendants. This statute requires Defendant to provide reasonable accommodation to
16 disabled employees and/or employees who are disabled. In particular, FEHA requires
17 employers to make reasonable accommodation for the known disabilities of applicants and
18 employees to enable them to perform a position's essential functions, unless doing so
19 would produce undue hardship to the employer's operations.

20 90. At all times relevant, Plaintiff suffered from a disability and/or the residual
21 effects of a disability. As a result of Plaintiff's disability and/or the residual effects of his
22 disability Plaintiff required reasonable accommodation. This accommodation in each
23 instance and circumstances included, but was not limited to, a reassignment to another
24 position, time off from work for recuperation and/or the ability to take time off to see the
25 doctor, and/or a respirator.

26 91. Plaintiff requested reasonable accommodation. Defendants refused and/or failed
27 to accommodate Plaintiff.

1 92. Within the time provided by law, Plaintiff filed a complaint with the Department
2 of Fair Employment and Housing (“DFEH”) against each Defendant, in full compliance
3 with these sections, and received right-to-sue letters. Such complaint exhausted the
4 administrative requirements for Plaintiff’s claims brought against Defendant.

5 93. As a direct and proximate result of Defendants’ willful, knowing and intentional
6 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, economic
7 damages, including loss of earnings and benefits, the full extent of which are presently
8 unknown to Plaintiff, in an amount to be proven at trial.

9 94. As a proximate result of Defendants’ willful, knowing, and intentional failure to
10 accommodate Plaintiff, Plaintiff has suffered and continues to suffer non-economic
11 damages, including but not limited to pain, anguish, humiliation and emotional distress,
12 all to his damage in a sum according to proof.

13 95. As a proximate result of Defendants’ willful, knowing, and intentional failure to
14 accommodate Plaintiff, Plaintiff has incurred and continues to incur legal expenses and
15 attorneys’ fees in a sum according to proof.

16 96. Defendant’s failure to accommodate was done intentionally, in a malicious,
17 oppressive and/or fraudulent manner. Further, defendant’s tortious actions were carried
18 out and/or authorized and/or ratified by a managing agent(s) of Plaintiff employer. This
19 entitles Plaintiff to punitive damages.

20
21 **SIXTH CAUSE OF ACTION**

22 **Failure to Engage in the Interactive Process in Violation of**

23 **FEHA**

24 **(Against NODE and COMPOUND)**

25 97. The allegations set forth in paragraphs 1 through 96 are re-alleged and
26 incorporated herein by reference.

27 98. At all times herein mentioned, FEHA, Government Code section 12940(a), (i),
28

1 (m), and (n), was in full force and effect and was binding on Defendants. This statute
2 requires Defendants to engage in a timely, good-faith interactive process to accommodate
3 known disabled employees.

4 99. At all times relevant, Plaintiff suffered from a disability and/or the residual
5 effects of a disability. As a result of Plaintiff's disability and/or the residual effects of his
6 disability Plaintiff required reasonable accommodation. This accommodation in each
7 instance and circumstances included, but was not limited to, a reassignment to another
8 position, time off from work for recuperation and/or the ability to take time off to see the
9 doctor, and/or a respirator.

10 100. Plaintiff advised Defendants of his disability and/or Defendant wholly failed to
11 engage in a timely, good-faith interactive process with plaintiff to accommodate his
12 disability.

13 101. Within the time provided by law, Plaintiff filed a complaint with the Department
14 of Fair Employment and Housing ("DFEH") against each Defendant, in full compliance
15 with these sections, and received right-to-sue letters. Such complaint exhausted the
16 administrative requirements for Plaintiff's claims brought against Defendant.

17 102. As a direct and proximate result of Defendants' willful, knowing and intentional
18 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, economic
19 damages, including loss of earnings and benefits, the full extent of which are presently
20 unknown to Plaintiff, in an amount to be proven at trial.

21 103. As a further direct and proximate result of Defendants' discriminatory conduct,
22 Plaintiff has suffered and continues to suffer, non-economic damages, including pain and
23 suffering, emotional and mental distress, anguish, embarrassment and humiliation, all to
24 Plaintiff's general damages in an amount according to proof at trial.

25 104. As a proximate result of Defendants' willful, knowing, and intentional failure to
26 accommodate Plaintiff, Plaintiff has suffered and continues to suffer non-economic
27 damages, including but not limited to pain, anguish, humiliation and emotional distress,
28

1 all to his damage in a sum according to proof.

2 105. As a proximate result of Defendants' willful, knowing, and intentional failure to
3 accommodate Plaintiff, Plaintiff has incurred and continues to incur legal expenses and
4 attorneys' fees in a sum according to proof.

5 106. Defendant's failure to accommodate was done intentionally, in a malicious,
6 oppressive and/or fraudulent manner. Further, defendant's tortious actions were carried
7 out and/or authorized and/or ratified by a managing agent(s) of Plaintiff employer. This
8 entitles Plaintiff to punitive damages.

9
10 **SEVENTH CAUSE OF ACTION**

11 **Retaliation in Violation of CFRA (Gov. Code § 12945.2 --**
12 **Against Defendants NODE and COMPOUND)**

13 107. The allegations set forth in paragraphs 1 through 106 are re-alleged and
14 incorporated herein by reference.

15 108. At all relevant times, the California Family Rights Act ("CFRA"), Government
16 Code §12945.2, was in effect and applied to Defendants. This statute provides, in relevant
17 part, that an employer cannot discriminate against any employee who takes a leave to care
18 for a serious illness of the employee or retaliates against an employee for needing or taking
19 leave under the California Family Rights Act.

20 109. During Plaintiff's employment with Defendants, Plaintiff was qualified for
21 leave, requested leave, and took leave under the California Family Rights Act.

22 110. As a result of Plaintiff's need, request, and taking CFRA leave, Defendants,
23 through their supervisors, took actions that constituted retaliation against Plaintiff in
24 violation of the CFRA.

25 111. As a proximate result of Defendants' willful, knowing, and intentional
26 discrimination and/or retaliation against Plaintiff, Plaintiff has sustained and continues to
27 sustain substantial losses of earnings and other employment benefits, in an amount to be
28

1 proven a trial.

2 112. As a proximate result of Defendants' willful, knowing, and intentional
3 discrimination and/or retaliation against Plaintiff, Plaintiff has suffered and continues to
4 suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his
5 damage in a sum according to proof.

6 113. As a proximate result of Defendants' willful, knowing, and intentional failure to
7 prevent discrimination and/or retaliation against Plaintiff, Plaintiff has incurred and continues
8 to incur legal expenses and attorneys' fees.

9 114. Defendant's discrimination and/or retaliation was done intentionally, in a
10 malicious, oppressive and/or fraudulent manner. Further, defendant's tortious actions were
11 carried out and/or authorized and/or ratified by a managing agent(s) of Plaintiff's
12 employer. This entitles Plaintiff to punitive damages.

13
14 **EIGHTH CAUSE OF ACTION**

15 **Wrongful Termination in Violation of Public Policy -- Against**
16 **Defendants NODE and COMPOUND)**

17 115. The allegations set forth in paragraphs 1 through 114 are re-alleged and
18 incorporated herein by reference.

19 116. Defendants employed Plaintiff and were at all times subject to fundamental and
20 substantial public policies regarding discrimination, harassment, theft of property, fraud,
21 the lawful payment of wages, and interference with business prospects. These public
22 policies are enunciated in California's Fair Employment and Housing Act, California
23 Constitution, and other statutes and/or regulations.

24 117. Defendants' termination of Plaintiff's employment was in violation of
25 fundamental policies for the benefit of the public, as set forth in the Fair Employment and
26 Housing Act, the California Family Rights Act, the Business and Professions Code, as
27 well as other statutes, laws and regulations regarding discrimination, harassment, theft of
28

1 property, fraud, the lawful payment of wages, and interference with business prospects.

2 118. Defendants violated these public policies by terminating Plaintiff's employment
3 because of his complaints the Defendants conduct were violative of these policies.

4 119. As a proximate result of Defendants' willful, knowing, and intentional conduct,
5 Plaintiff sustained and continues to sustain substantial economic losses, including loss of
6 wages and benefits in an amount to be proven at trial.

7 120. As a proximate result of Defendants' willful, knowing, and intentional conduct,
8 Plaintiff has suffered and continues to suffer non-economic loss, including humiliation,
9 emotional distress, and mental and physical pain and anguish, all to his damage in a sum
10 according to proof. Plaintiff is hereby entitled to general and compensatory damages in
11 amounts to be proven at trial.

12 121. As a proximate result of Defendants' willful, knowing, and intentional conduct,
13 Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
14 Defendants' retaliation and harassment and other tortious conduct was done intentionally,
15 in a malicious, oppressive and/or fraudulent manner. Further, defendants' tortious actions
16 were carried out and/or authorized and/or ratified by a managing agent(s) of Plaintiff
17 employer. This entitles Plaintiff to punitive damages.

18
19 **NINTH CAUSE OF ACTION**

20 **Violation of California Labor Code §1102.5**

21 **(Against Defendants NODE and COMPOUND)**

22 122. The allegations set forth in paragraphs 1 through 121 are re-alleged and
23 incorporated herein by reference.

24 123. During his employment with Defendants Plaintiff informed Defendants'
25 management of health and safety risks and actual and/or perceived violations of local,
26 state, and/or federal regulations and/or laws, including, but not limited to, Fair
27 Employment and Housing Act, California Family Rights Act, the Business and
28

1 Professions Code, the Labor Code, and other statutes and/or regulations regarding fair and
2 legal business practices, the payment of wages, and employee rights. Plaintiff had
3 reasonable cause to believe that the conduct he complained of constituted a violation of or
4 noncompliance with a local, state, or federal rule or regulation. Plaintiff reported this
5 information to individuals within Defendants' management with authority over Plaintiff
6 who had the authority to investigate, discover, and/or correct these violations and/or other
7 health, safety, and/or security violations on the part of Defendants.

8 124. Defendants' terminated Plaintiff in retaliation for refusing to participate in an
9 activity that would have resulted in a violation of state or federal statute, or a violation of
10 or noncompliance with a local, state, or federal rule or regulation. Defendants also
11 terminated Plaintiff based upon the belief that Plaintiff disclosed or was going to disclose
12 information regarding Defendants' violations of state or federal statute, or a violation of
13 or noncompliance with, a local, state, or federal rule or regulation.

14 125. As a proximate result of Defendants' willful, knowing, and intentional conduct,
15 against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses
16 economic loss, including the loss earnings, bonuses, profits, and other employment
17 benefits in an amount to be proven at trial.

18 126. As a proximate result of Defendants' willful, knowing, and intentional conduct and
19 retaliation against Plaintiff, Plaintiff has suffered and continue to suffer humiliation, emotional
20 distress, and mental and physical pain and anguish, all to his damage in a sum according to
21 proof.

22 127. As a proximate result of Defendants' willful, knowing, and intentional conduct and
23 retaliation against Plaintiff, Plaintiff has incurred and continues to incur legal expenses and
24 attorneys' fees in a sum according to proof.

25 128. Defendants' conduct was done intentionally, in a malicious, oppressive and/or
26 fraudulent manner. Further, Defendants' tortious actions were carried out and/or
27 authorized and/or ratified by a managing agent(s) of Defendants, entitling Plaintiff to
28

1 punitive damages.
2

3 **TENTH CAUSE OF ACTION**

4 **Violation of Labor Code §1050, 1053 — Against All**

5 **Defendants**

6 129. The allegations set forth in paragraphs 1 through 128 are re-alleged and
7 incorporated herein by reference.

8 130. Subsequent to Plaintiff leaving his employment with Defendants, Defendants
9 made misrepresentations concerning Plaintiff's character, performance, behavior, and/or
10 conduct.

11 131. These statements were made to prospective employers and/or others within
12 Plaintiff's industry and practice whose influence, knowledge, and contacts reasonable
13 assured that the statements would be published to Plaintiff's potential employers.

14 132. Such misrepresentations were done to prevent Plaintiff from obtaining
15 employment.

16 133. As a proximate result of Defendants' willful, knowing, and intentional conduct
17 against Plaintiff, Plaintiff has sustained and continues to sustain substantial economic
18 losses, including the of earnings, earning capacity, bonuses, opportunity costs, profits, and
19 other employment benefits in an amount to be proven at trial.

20 134. As a proximate result of Defendants' willful, knowing, and intentional conduct
21 against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional
22 distress, and mental and physical pain and anguish, all to his damage in a sum according
23 to proof.

24 135. As a proximate result of Defendants' willful, knowing, and intentional conduct
25 against Plaintiff, Plaintiff has incurred and continues to incur legal expenses and attorneys'
26 fees in a sum according to proof.

27 136. 134. As a proximate result of Defendants' willful, knowing, and intentional
28

1 conduct, Plaintiff is entitled to and seeks treble damages pursuant to Labor Code §1053.

2 137. Defendants' conduct, retaliation, and other tortious conduct was done
3 intentionally, in a malicious, oppressive and/or fraudulent manner. Further, Defendants'
4 tortious actions were carried out and/or authorized and/or ratified by a managing agent(s)
5 of NODE and COMPOUND entitling Plaintiff to punitive damages.
6

7 **ELEVENTH CAUSE OF ACTION**

8 **Defamation and Compelled Self-Defamation (Civil Code**

9 **§§45, 46) — Against All Defendants**

10 138. The allegations set forth in paragraphs 1 through 137 are re-alleged and
11 incorporated herein by reference.

12 139. During and after Plaintiff's employment with Defendants Plaintiff made false
13 statements concerning Plaintiff's mental health that characterized Plaintiff as having a
14 mental illness. Defendants also made statements concerning Plaintiff's physical health,
15 stating that Plaintiff was dying. Defendants also made statements about Plaintiff's
16 character, including comments that he had stolen from Defendants. Defendants also made
17 statements about Plaintiff's employment, stating that Plaintiff had resigned his
18 employment, when he had not.

19 140. These statements were factual, false, and were made with the intention that they
20 be construed and/or understood as truthful facts.

21 141. When these statements were made, they were known to be false, and/or made
22 with reckless disregard as to their veracity.

23 142. These statements constituted defamation per se, imputing to plaintiff a
24 loathsome quality that was injurious to her reputation as a professional in the field of
25 education.

26 143. The statements were not privileged. They were made to individuals who had no
27 reason to possess the information. The statements were not made in the course and scope
28

1 of any legitimate or necessary business practice, investigation, or audit, internal or
2 otherwise.

3 144. The statements were made with the intent to communicate false and injurious
4 facts about Plaintiff, and with the intent to cause harm to Plaintiff. The statements were
5 made willfully, purposely, and maliciously, and were published and republished.
6 Defendants knew the statements not to be true.

7 145. In fact, Defendants real reason for making these statements about Plaintiff was
8 to drive him out of his job; to force him to give up shares or other interests in NODE
9 and/or COMPOUND; to prevent Plaintiff from competing with Defendants upon his
10 separation with Defendants; to discredit Plaintiff; to prevent others from hiring Plaintiff;
11 and/or to silence Plaintiff such that his truthful complaints regarding Defendants would
12 not be believed.

13 146. When Defendants made these false statements they knew that Plaintiff would be
14 under a strong compulsion to repeat them to others with whom he was seeking
15 employment or business relations.

16 147. As a proximate result of Defendants' willful, knowing, and intentional
17 defamatory statements, Plaintiff has sustained and continues to sustain substantial
18 economic losses, including the of earnings, earning capacity, bonuses, opportunity costs,
19 profits, and other employment benefits in an amount to be proven at trial.

20 148. As a proximate result of Defendants' willful, knowing, and intentional
21 defamatory statements, Plaintiff has suffered and continues to suffer humiliation,
22 emotional distress, and mental and physical pain and anguish, all to his damage in a sum
23 according to proof.

24 149. As a proximate result of Defendants' willful, knowing, and intentional conduct
25 and retaliation against Plaintiff, Plaintiff has incurred and continues to incur legal
26 expenses and attorneys' fees in a sum according to proof.

27 150. Defendants' conduct, retaliation, and other tortious conduct was done
28

1 intentionally, in a malicious, oppressive and/or fraudulent manner. Further, Defendants'
2 defamation was carried out and/or authorized and/or ratified by a managing agent(s) of
3 NODE and COMPOUND, entitling Plaintiff to punitive damages.

4
5 **TWELFTH CAUSE OF ACTION**

6 **Tortious Interference with Prospective Economic Relations**

7 **-- Against NODE and COMPOUND)**

8 151. The allegations set forth in paragraphs 1 through 150 are re-alleged and incor-
9 porated herein by reference.

10 152. PLAINTIFF and third parties were in an economic relationship that contained the
11 probability and reasonable expectancy of future economic benefit to PLAINTIFF.

12 153. DEFENDANTS knew of these relationships;

13 154. DEFENDANTS engaged in intentionally wrongful conduct designed to disrupt
14 these relationships;

15 155. By engaging in such conduct, DEFENDANTS intended to disrupt the
16 relationship and/or knew that disruption of the relationship was certain or substantially
17 certain to occur;

18 156. The relationships between Plaintiff and third parties were in fact disrupted;

19 157. As a result of the disruption Plaintiff was harmed; and

20 158. DEFENDANTS' conduct was a substantial factor in causing PLAINTIFF harm.

21 159. As a proximate result of Defendants' willful, knowing, and intentional failure to
22 prevent discrimination and/or harassment, Plaintiff has sustained and continues to sustain
23 substantial economic losses, including the of earnings, earning capacity, bonuses,
24 opportunity costs, profits, and other employment benefits in an amount to be proven at
25 trial.

26 160. As a proximate result of defendants' extreme and outrageous conduct, Plaintiff
27 has suffered and continues to suffer severe emotional distress, pain, suffering,
28

1 embarrassment, physical pain, anguish, and other general damages, entitling him to
2 damages in an amount to be proven at trial. Plaintiff is hereby entitled to general and
3 compensatory damages in amounts to be proven at trial.

4 161. Defendant's discrimination, retaliation, harassment and other tortious conduct
5 was done intentionally, in a malicious, oppressive and/or fraudulent manner. Further,
6 defendant's tortious actions were carried out and/or authorized and/or ratified by a
7 managing agent(s) of Plaintiff employer. This entitles Plaintiff to punitive damages.

8
9 **THIRTEENTH CAUSE OF ACTION**

10 **Intentional Infliction of Emotional Distress—**

11 **Against All Defendants)**

12 162. The allegations set forth in paragraphs 1 through 161 are re-alleged and
13 incorporated herein by reference.

14 163. Defendants' conduct in violation of FEHA and the CFRA constituted severe and
15 outrageous misconduct. Such conduct caused Plaintiff severe emotional distress.

16 164. Defendants had the intention of causing Plaintiff severe emotional distress and/or
17 recklessly disregarded the probability of causing severe emotional distress to Plaintiff.

18 165. As a proximate result of Defendants' willful, knowing, and intentional failure to
19 prevent discrimination and/or harassment, Plaintiff sustained and continues to sustain
20 substantial economic losses, including loss of wages and benefits, in a sum according to
21 proof. Plaintiff is hereby entitled to economic damages in amounts to be proven at trial.

22 166. As a proximate result of defendants' extreme and outrageous conduct, Plaintiff
23 has suffered and continues to suffer severe emotional distress, pain, suffering,
24 embarrassment, physical pain, anguish, and other general damages, entitling him to
25 damages in an amount to be proven at trial. Plaintiff is hereby entitled to general and
26 compensatory damages in amounts to be proven at trial.

27 167. Defendant's discrimination, retaliation, harassment and other tortious conduct
28

1 was done intentionally, in a malicious, oppressive and/or fraudulent manner. Further,
2 defendant's tortious actions were carried out and/or authorized and/or ratified by a
3 managing agent(s) of Plaintiff employer. This entitles Plaintiff to punitive damages.
4

5 **FOURTEENTH CAUSE OF ACTION**

6 **(Breach of Contract — Against NODE and COMPOUND)**

7 168. The allegations set forth in paragraphs 1 through 167 are re-alleged and incor-
8 porated herein by reference.

9 169. Plaintiff and Defendants NODE and COMPOUND entered into an agreement.
10 Pursuant to this APA Plaintiff was to transfer ownership of certain assets and intellectual
11 property to NODE and COMPOUND in exchange for \$400,000 in equity plus bonuses
12 based upon sales.

13 170. In consideration for the agreement, Plaintiff delivered to NODE and
14 COMPOUND these assets and intellectual property.

15 171. NODE and COMPOUND failed to perform their obligations under the terms of
16 the agreement.

17 172. NODE and COMPOUND'S failure to perform was not excused, modified, or
18 frustrated in any way.

19 173. As a proximate result of Defendants' breach, Plaintiff has suffered and continues
20 to suffer the benefits of his contract, including, but not limited to, options, shares, wages,
21 benefits, profits, opportunity costs, and/or other economic damages.

22 174. On July 18, 2019, Plaintiff entered into an employment agreement with
23 Defendants. Pursuant to the agreement, Plaintiff was to perform work as a Breeding and
24 Genetics Specialist, and Defendants were to pay Plaintiff \$15,000 for every seed harvest,
25 \$100,000 for every \$500,000 in sales, and \$200,000 for every \$1,000,000 in sales.

26 175. Plaintiff performed his obligations under the employment contract.

27 176. NODE and COMPOUND failed to perform its obligations under the terms of the
28

1 agreement.

2 177. NODE and COMPOUND's failure to perform was not excused, modified, or
3 frustrated in any way.

4 178. As a proximate result of Defendants' willful breach, Plaintiff has suffered and
5 continues to suffer the benefits of his contract, including, but not limited to, options,
6 shares, wages, benefits, and/or other economic and non-economic damages.

7 179. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
8 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will
9 seek leave of court to amend this Complaint when the amounts are fully known.

10
11 **FIFTHTEENTH CAUSE OF ACTION**

12 **Fraudulent Inducement -- Against NODE and**
13 **COMPOUND)**

14 180. The allegations set forth in paragraphs 1 through 179 are re-alleged and incor-
15 porated herein by reference.

16 181. In or May 2019, Defendant NODE made representations to Plaintiff that upon
17 Plaintiff's assignment of all certain intellectual property and other property and assets,
18 plaintiff would receive certain compensation in the form of cash payments, wages,
19 benefits, and shares representing \$400,000 in equity at that time. Defendants also
20 represented that Plaintiff would be paid a percentage of sales made by the company.

21 182. Such representations were made by Defendants, and each of them, with the intent
22 to induce Plaintiff to (1) assign all rights and ownership of intellectual property; and (2)
23 continue performing services on behalf of Defendants, and (3) eliminate Plaintiff's direct
24 or indirect competition with Defendants.

25 183. At the time that Defendants, and each of them, made such representations,
26 Plaintiff believed those representations to be true, and were ignorant of Defendants' secret
27 intention not to perform and to deprive Plaintiff of the benefits of the Agreement. Plaintiff
28

1 could not, in the exercise of reasonable diligence, have discovered Defendants' secret
2 intentions.

3 184. The true facts were that Defendants had no intention of performing such
4 promises, conditions, and obligations as they represented to Plaintiff, and intended to
5 enjoy the benefits of Plaintiff's continued management without having to pay therefor.

6 185. In justifiable reliance on the aforementioned representations of Defendants, and
7 each of them, Plaintiff continued to perform the aforementioned assignments and services
8 on behalf of Defendants, and each of them, until Defendants terminated Plaintiff.

9 186. Plaintiff did not pay Plaintiff the amounts owed.

10 187. As a direct and proximate result of the aforementioned conduct by Defendants,
11 and each of them, as alleged herein, Plaintiff has been damaged in an amount that has yet
12 to be ascertained, including consequential and incidental damages.

13 188. As a proximate result of Defendants' conduct, Plaintiff has sustained and
14 continues to sustain substantial economic losses, including the of earnings, earning
15 capacity, bonuses, opportunity costs, profits, and other employment benefits in an amount
16 to be proven at trial.

17 189. As a proximate result of defendants' conduct, Plaintiff has suffered and continues
18 to suffer severe emotional distress, pain, suffering, embarrassment, physical pain, anguish,
19 and other general damages, entitling him to damages in an amount to be proven at trial.
20 Plaintiff is hereby entitled to general and compensatory damages in amounts to be proven
21 at trial

22 190. The aforementioned acts, among others, of Defendants, and each of them, of
23 which an officer, director and/or managing agent had advance knowledge and/or ratified
24 said wrongful conduct, were done intentionally or with a conscious disregard of Plaintiff's
25 rights, and with the intent to vex, injure or annoy Plaintiff such as to constitute oppression,
26 fraud, or malice, thus entitling Plaintiff to exemplary and punitive damages in an amount
27 appropriate to punish or set an example of Defendants, and each of them, and to deter such
28

1 conduct in the future, which amount will be proved at trial.

2
3 **SIXTEENTH CAUSE OF ACTION**

4 **Violation of Labor Code §§201, 202, AND 203-- Against**
5 **NODE and COMPOUND)**

6 191. The allegations set forth in paragraphs 1 through 190 are re-alleged and
7 incorporated herein by reference.

8 192. Prior to the commencement of this action Defendants, and each of them, by oral
9 and written agreements hired, employed and/or retained, expressly and/or impliedly,
10 Plaintiff to perform work, labor and services on behalf of Defendants and each of them.

11 193. At all times herein mentioned, there was in full force and effect Labor Code
12 Sections 201, 203, 223, 225.5, and 226, which sections provide for the timely payment of
13 wages, record keeping practices, and penalties for violations of said sections.

14 194. During Plaintiff's employment Plaintiff was not compensated for such time as
15 he worked. Plaintiff demanded these unpaid wages from Defendants, but Defendants have
16 refused to pay Plaintiff.

17 195. At the time of Plaintiff's termination, Plaintiff was not paid the full amount of
18 wages owed. The amount owed is still outstanding.

19 196. Defendants have committed and continue to commit the acts alleged herein
20 knowingly, willfully, and maliciously.

21 197. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff
22 has sustained economic damages, including, but not limited to, unpaid wages, bonuses,
23 profit sharing, lost interest, and other economic damages in an amount to be proven at
24 trial. Plaintiff is entitled to recover economic and statutory damages and penalties and
25 other appropriate relief arising from Defendants' violations of the California Labor Code.

26
27 **WHEREFORE, Plaintiff, CHRISTOPHER LYNCH, pray for judgment against**
28

1 Defendants as follows:

- 2 1. For economic damages according to proof (all causes of action);
- 3 2. For non-economic damages according to proof (all causes of action except for
- 4 the Fourteenth and Sixteenth causes of action);
- 5 3. For exemplary damages according to proof (all causes of action except for the
- 6 Thirteenth Cause of Action);
- 7 4. For treble damages (Tenth cause of action);
- 8 5. For penalties (Tenth and Sixteenth cause of action);
- 9 6. For reasonable attorneys' fees (First, Second, Third, Fourth, Fifth, Sixth,
- 10 Seventh, Ninth, Tenth, and Sixteenth causes of action);
- 11 7. For costs of suit incurred (all causes of action);
- 12 8. For pre-judgment and post-judgment interest on all damages awarded (all causes
- 13 of action);
- 14 9. For such other and further relief as the Court deems proper.

15 **DEMAND FOR JURY**

16
17 ADDITIONALLY, Plaintiff CHRISTOPHER LYNCH demands a trial by jury of
18 this matter.

19
20 Dated: March 27, 2023

URBANIC & ASSOCIATES, INC.

21
22 By: 

23 _____
James Urbanic, Esq.

24 Attorneys for Plaintiff,
25 CHRISTOPHER LYNCH
26
27
28