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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SANTA CRUZ**
9

10 LILY L. RAMIREZ, an individual,

11 Plaintiff,

12 vs.

13 ONBE, INC., a Delaware corporation; and
14 DOES 1 through 25, inclusive,

15 Defendants.
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) Case No.:

) **COMPLAINT FOR DAMAGES**

) **DEMAND FOR JURY TRIAL**

1 Plaintiff Lily L. Ramirez (“Ramirez”) hereby brings her complaint against Defendant, Onbe,
2 Inc. (“Onbe”), and Does 1 to 25 inclusive (together with Onbe, “Defendants”), and states and alleges as
3 follows:

4 **JURISDICTION AND VENUE**

5 1. Jurisdiction and venue are proper in this Court because all of the claims alleged herein
6 arose in Santa Cruz County and all of the parties were and/or are residents of Santa Cruz County or are
7 doing or did business in Santa Cruz County at all times relevant herein.

8 2. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive of
9 interest and costs.

10 3. Ramirez has met all of the jurisdictional requirements for proceeding with her claim for
11 civil penalties under Labor Code § 98.6 by timely giving notice by certified mail to Onbe and the
12 Labor and Workforce Development Agency of her intention to proceed with her claims alleged herein.
13 The Agency did not timely agree to prosecute this matter on Claimant’s behalf. Pursuant to section
14 2699.3 of the Labor Code, Claimant has the right to proceed with her request for civil penalties.

15 **PARTIES**

16 4. During the times relevant to the Complaint, Ramirez was a resident of Santa Cruz
17 County, California. Ramirez currently resides in Santa Cruz County.

18 5. Ramirez is informed and believes and thereon alleges that the Onbe is and at all times
19 mentioned in this complaint, was a corporation existing under Delaware law, with its principal place of
20 business in Pennsylvania.

21 6. The true names or capacities, whether individual, associate or otherwise, of Doe
22 Defendants 1-25, inclusive, are unknown to Ramirez and, therefore, Ramirez sues these Doe
23 Defendants by such fictitious names. Ramirez will seek leave of this Court to amend this Complaint to
24 allege such names and capacities as soon as they are ascertained. Ramirez is informed and believes
25 and thereon alleges that each of these fictitiously named defendants is responsible in some manner for
26 the occurrences alleged herein, and that Ramirez’s injuries and damages as alleged and set forth herein
27 were proximately caused by such fictitiously named Defendants. Each reference in this Complaint to
28 “Defendant,” or “Onbe” refers also to all defendants sued under fictitious names.

1 7. Each of the individual defendants is sued individually and/or in his or her capacity as an
2 agent, representative, manager, supervisor, independent contractor and/or employee of Onbe.

3 8. Ramirez is informed and believes and thereon alleges that at all times relevant herein,
4 each and every Defendant, including the Doe Defendants, acted in concert and in furtherance of each
5 other's interest. The acts of the individually named defendants, as described herein, were known to
6 and ratified by Onbe. The acts and conduct of each and every defendant were intentional, harassing,
7 and/or not a normal part of Ramirez's employment and were not the result of a legitimate business
8 necessity.

9 **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

10 9. On its website, Onbe claims that it is a "fintech that manages and modernizes business-
11 to-individual disbursements." Onbe adds that it "pioneered the concept of managed prepaid programs,
12 forever transforming how organizations make business-to-individual disbursements at scale.
13 Thousands of clients and well over \$100B in payments later, [Onbe] continue[s] to harness [its]
14 innovative spirit and deep payments experience to serve companies ranging from mid-market to the
15 Fortune 500."

16 10. Ramirez is a highly accomplished sales executive who dedicated more than eighteen
17 years of her career to Onbe, and its predecessor entities. Ramirez began her employment with Onbe in
18 or about June 2007 as a Global Sales Director. Throughout her tenure, Plaintiff consistently received
19 strong performance reviews, regularly exceeded sales expectations, and was entrusted with high-level
20 responsibilities.

21 11. Over time, Ramirez advanced into the role of Principal Sales Strategist, a position in
22 which she played a pivotal role in shaping Onbe's sales strategy, mentoring sales executives, and
23 leading high-value negotiations with enterprise partners..

24 12. Ramirez earned commissions on any deals that was procured by her or any other
25 salesperson under her leadership.

26 13. At the time of her termination, Ramirez was earning over \$250,000 per year in
27 commissions, and was provided employment benefits, including 401(k) and health, dental, vision,
28 disability and life insurance.

1 14. On or about July 18, 2025, Ramirez raised concerns regarding the calculation and
2 payment of her earned commissions. The dispute arose when Onbe attempted to unilaterally and
3 retroactively alter the method by which Ramirez was to be compensated for a deal she already had
4 closed. Ramirez formally challenged this action and requested that a neutral third-party mediator be
5 appointed to resolve the dispute. Onbe refused to correct the way that it was paying Ramirez, thereby
6 creating acrimony. But, Ramirez was undeterred and continued to demand that Onbe pay her correctly
7 or, at least, find a way to resolve the dispute.

8 15. When Ramirez insisted on preserving her rights and continued to complain about
9 Onbe's failure to pay her correctly, Onbe decided to terminate her.

10 16. On or about July 25, 2025, Onbe terminated Plaintiff on the ground that she was "no
11 longer happy." In other words, Onbe terminated Plaintiff in retaliation for raising concerns regarding
12 her wages.

13 17. In addition to the wrongful termination, Onbe owes (and has failed to pay) Ramirez
14 compensation under her employment agreement, in an amount subject to proof at the time of trial.

15 18. The cumulative effect of Onbe's conduct has caused Plaintiff severe emotional distress,
16 financial harm, and damage to her professional reputation.

17 **FIRST CAUSE OF ACTION**
18 **Retaliation For Complaining About Unpaid Wages in Violation of Labor Code § 98.6**
 (Against Onbe and Does 1-20)

19 19. Ramirez hereby incorporates by reference each and every allegation contained in this
20 complaint as though fully set forth herein.

21 20. As set forth more fully above, Ramirez was terminated in retaliation for complaining
22 about Onbe's failure to properly pay her commissions that were owed to her.

23 21. As a direct and proximate result of Onbe's violation of Labor Code §98.6 and its
24 unlawful termination of her employment, Ramirez has sustained, and continues to sustain, substantial
25 losses in earnings and other employment benefits.

26 22. As a further direct and proximate result of Onbe's conduct, Ramirez has been
27 compelled to retain counsel to prosecute this action and is therefore entitled to recover her reasonable
28 attorneys' fees according to proof.

1 23. Ramirez is informed and believes, and thereupon alleges, that Onbe's actions were
2 taken with malice, oppression, and/or fraud, and/or in willful and conscious disregard of Ramirez'
3 rights. Such conduct was committed by Onbe's managing agents, and/or was authorized and/or ratified
4 by Onbe. Ramirez is therefore entitled to an award of punitive damages in an amount to be determined
5 at trial.

6 24. Pursuant to Labor Code 98.6(b)(3) and 2699, Ramirez is entitled to recover civil
7 penalties of \$10,000 per violation.

8 **SECOND CAUSE OF ACTION**

9 **Retaliation for Complaining About Illegal Activity in Violation of Labor Code § 1102.5**
10 **(Against Onbe and DOES 1-20)**

11 25. Ramirez incorporates by reference each and every allegation contained in the preceding
12 paragraphs of this Complaint as though fully set forth herein.

13 26. California Labor Code section 1102.5 prohibits an employer from retaliating against an
14 employee for disclosing information, or for refusing to participate in an activity that would result in a
15 violation of state or federal statute, rule, or regulation. The statute further protects employees who
16 report unlawful conduct internally to persons with authority over them, or who have the authority to
17 investigate, discover, or correct the violation.

18 27. During her employment with Onbe, Ramirez disclosed and complained about unlawful
19 conduct by Onbe, including but not limited to Onbe's unlawful failure to properly calculate and pay
20 Ramirez's earned wages and commissions, and Onbe's attempt to retroactively alter Ramirez's agreed-
21 upon compensation terms after she had already procured a closed deal.

22 28. Ramirez made these complaints and disclosures in good faith, both to her managers and
23 to individuals with authority to investigate or correct Onbe's unlawful conduct.

24 29. Ramirez's complaints and disclosures were reasonably believed by Ramirez to disclose
25 violations of California law, including but not limited to Labor Code sections 200, 201-203, 204, 221,
26 223, and 2751.

27 30. In direct retaliation for Ramirez's complaints and disclosures, Onbe terminated
28 Ramirez's employment on or about July 25, 2025.

31. As a direct and proximate result of Onbe's retaliatory termination of Ramirez's employment in violation of Labor Code section 1102.5, Ramirez has suffered and will continue to suffer substantial losses in earnings, commissions, benefits, and employment opportunities, as well as emotional distress, humiliation, and damage to her professional reputation.

32. As a further direct and proximate result of Onbe's conduct, Ramirez has been compelled to retain counsel to prosecute this action and is therefore entitled to recover her reasonable attorneys' fees according to proof.

33. Ramirez is informed and believes, and thereupon alleges, that Onbe's actions were taken with malice, oppression, and/or fraud, and/or in willful and conscious disregard of Ramirez' rights. Such conduct was committed by Onbe's managing agents, and/or was authorized and/or ratified by Onbe. Ramirez is therefore entitled to an award of punitive damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION

Retaliation for Disclosing and Complaining About Wages in Violation of Labor Code § 232 (Against Onbe and Does 1–20)

34. Ramirez hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

35. California Labor Code § 232 prohibits an employer from discharging, formally disciplining, or otherwise retaliating against an employee for disclosing, discussing, or complaining about the amount of the employee's wages.

36. As set forth more fully above, Ramirez disclosed and complained to Onbe's management about the amount and calculation of her wages and commissions, and objected to Onbe's attempt to retroactively alter her agreed-upon compensation after a deal had already closed.

37. Onbe terminated Ramirez's employment in retaliation for her lawful exercise of rights protected under Labor Code § 232.

38. As a direct and proximate result of Onbe's violation of Labor Code § 232 and its unlawful termination of her employment, Ramirez has sustained, and continues to sustain, substantial losses in earnings, commissions, and other employment benefits.

1 39. As a further direct and proximate result of Onbe's conduct, Ramirez has suffered
2 emotional distress, humiliation, and damage to her professional reputation.

3 40. As a further direct and proximate result of Onbe's conduct, Ramirez has been
4 compelled to retain counsel to prosecute this action and is therefore entitled to recover her reasonable
5 attorneys' fees and costs according to proof.

6 41. Ramirez is informed and believes, and thereupon alleges, that Onbe's actions were
7 taken with malice, oppression, and/or fraud, and/or in willful and conscious disregard of Ramirez's
8 rights. Such conduct was committed by Onbe's managing agents, and/or was authorized and/or ratified
9 by Onbe. Ramirez is therefore entitled to an award of punitive damages in an amount to be determined
10 at trial.

11 **FOURTH CAUSE OF ACTION**
12 **Wrongful Discharge in Violation of Public Policy**
 (Against Onbe and Does 1-20)

13 42. Ramirez hereby incorporates by reference each and every allegation contained in this
14 complaint as though fully set forth herein.

15 43. Onbe's termination of Ramirez violated fundamental public policies embodied in
16 California's Labor Code, including but not limited to §§ 98.6, 1102.5, and 232.

17 44. These statutes reflect strong and fundamental public policies of the State of California,
18 including the policy of ensuring that employees are free to complain about, disclose, or oppose an
19 employer's unlawful failure to pay wages and commissions, the policy of protecting employees who
20 disclose or refuse to participate in unlawful conduct, and the policy of protecting employees who
21 disclose or discuss their wages.

22 45. Onbe violated these fundamental public policies by terminating Ramirez in retaliation
23 for her complaints and disclosures regarding unpaid wages and commissions, and for insisting that
24 Onbe honor its lawful obligations.

25 46. As a direct and proximate result of Onbe's willful, knowing, and intentional termination
26 of Ramirez in violation of fundamental public policies, Ramirez has suffered and continues to suffer
27 substantial losses in earnings, commissions, benefits, and other employment opportunities.
28

47. As a further direct and proximate result of Onbe's unlawful conduct, Ramirez has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

48. Ramirez is informed and believes, and thereupon alleges, that Onbe's actions were taken with malice, oppression, fraud, and/or willful and conscious disregard of Ramirez's rights, and were carried out by Onbe's managing agents and/or ratified by Onbe. Ramirez is therefore entitled to punitive damages in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
Failure To Pay Wages Due
Labor Code §§ 201, 202
(Against Onbe And Does 1-20)

49. Ramirez refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

50. During all relevant times, Onbe was subject to Labor Code §§ 201 and 202, which require an employer to compensate employees for all hours worked.

51. Onbe failed to pay Ramirez all wages due and owing upon her separation, including earned commissions.

52. Ramirez is entitled to recover all wages due, according to proof at trial, together with interest thereon, pursuant to Labor Code § 218.6.

53. Ramirez is also entitled to recover her reasonable attorneys' fees, expenses, and costs of suit pursuant to Labor Code § 218.5 incurred in bringing this action.

SIXTH CAUSE OF ACTION
Waiting Time Penalties For Failure To Pay Wages When Due
Labor Code § 203
(Against Onbe And Does 1-20)

54. Ramirez refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

55. During all relevant times, Onbe was subject to Labor Code § 203, which provides penalties for the willful failure to pay all wages due to an employee who is discharged or quits. These penalties consist of an amount equal to the employee's wages, at the employee's prior rate of pay, for each day the wages remain unpaid, up to a maximum of thirty (30) days.

1 56. Onbe willfully refused and failed to deliver to Ramirez all wages due and owing
2 upon her separation, including, without limitation, regular wages, bonuses and commissions.

3 57. At the time of the filing of this lawsuit, more than thirty (30) days have passed since
4 Onbe terminated Ramirez.

5 58. Pursuant to Labor Code § 203, Ramirez is owed a penalty equal to 30 days of her
6 regular rate of pay.

7 59. Ramirez is also entitled to recover her reasonable attorneys' fees, expenses, and
8 costs of suit pursuant to Labor Code § 218.5 incurred in bringing this action.

9 **SEVENTH CAUSE OF ACTION**
10 **Failure to Allow Inspection of Personnel File**
 (Against Onbe and Does 1-20)

11 60. Ramirez hereby incorporates by reference each and every allegation contained in this
12 complaint as though fully set forth herein.

13 34. Labor Code § 1198.5(a) provides: "Every current and former employee, or his or her
14 representative, has the right to inspect and receive a copy of the personnel records that the employer
15 maintains relating to the employee's performance or to any grievance concerning the employee."

16 35. An employer's failure to comply with an employee's request pursuant to this section
17 subjects the employer to a penalty of \$750.00.

18 36. Labor Code § 432 provides: "[i]f an employee or applicant signs any instrument
19 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
20 request."

21 37. Government Code § 12946, subdivision (a) provides that it is unlawful for an employer
22 to "fail to maintain and preserve any and all applications, personnel, membership, or employment
23 records and files for a minimum period of four years after the records and files are initially created or
24 received, or for employers to fail to retain personnel files of applicants or terminated employees for a
25 minimum period of four years after the date of the employment action taken."

26 38. Labor Code § 226 requires an employer to provide a current or former employee with
27 access to, and the opportunity to copy, all payroll records within twenty-one (21) days of an oral or
28 written request.

39. Labor Code § 226, subdivision (f), provides: “A failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee, or the Labor Commissioner, to recover a seven hundred fifty dollar (\$750) penalty from the employer.”

40. On or about *****¹, Ramirez, through her counsel, made a written request for inspection of his personnel files.

41. Defendants failed to timely allow Ramirez to access and/or inspect her personnel file and/or failed to provide her complete personnel records.

61. As a direct and proximate result of Defendants' conduct as alleged above, Ramirez is entitled to civil penalties, together with interest thereon, attorneys' fees, and costs.

EIGHTH CAUSE OF ACTION

**Breach of Contract
(Against Onbe and Does 1-20)**

62. Ramirez refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

63. As alleged more fully above, Onbe breached Ramirez' employment agreement by failing to pay commissions owed to her.

64. Ramirez has performed all terms, conditions, and covenants to be performed by her under the Agreement, or her performance was otherwise excused by Onbe's breach.

65. As a direct and proximate result of Onbe's breaches and wrongful conduct, Ramirez has been damaged in an amount to be proven at trial.

66. Ramirez is also entitled to recover her reasonable attorneys' fees as provided in the Agreement.

NINTH CAUSE OF ACTION

Breach Of The Implied Covenant Of Good Faith And Fair Dealing **(Against Onbe and Does 1-20)**

67. Ramirez refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

1 68. Onbe breached the implied covenant of good faith and fair dealing by engaging in
2 conduct that, even if it did not technically transgress the express covenants of the agreement,
3 nevertheless frustrated Ramirez's right to receive the benefits of her contract.

4 69. As a direct and proximate result of Onbe's breaches and wrongful conduct, Ramirez
5 has been damaged in the amount according to proof.

6 **TENTH CAUSE OF ACTION**

7 **Accounting**
8 **(Against Onbe and Does 1-20)**

9 70. Ramirez hereby incorporates by reference each and every allegation contained in this
10 complaint as though fully set forth herein.

11 71. Ramirez does not know the precise amount of commission payments to which she
12 was entitled, and such amounts can only be determined through an accounting of Onbe's books and
13 records.

14 72. Ramirez seeks an accounting from Onbe and the production of its books and records
15 relating to the loans funded during her tenure, so that the amounts owed to her can be ascertained.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Ramirez, prays for judgment against Onbe and Barton, and each Doe
18 Defendant, as follows:

19 1. For general or compensatory damages according to proof, on each cause of action for
20 which such damages are available;

21 2. For special damages, according to proof on each cause of action for which such
22 damages are available;

23 3. For punitive damages, according to proof on each cause of action for which such
24 damages are available;

25 4. For civil penalties, according to proof on each cause of action for which such
26 penalties are available;

27 5. For equitable, declaratory, and injunctive relief to the extent available under law;

28 6. For pre and post judgment interest to the extent applicable by law;

7. For reasonable attorneys' fees to the extent permitted by law;
8. For costs of suit to the extent permitted by law; and
9. For other such further relief as the Court deems appropriate.

**PLAINTIFF HEREIN DEMANDS A TRIAL BY JURY OF ALL CAUSES OF ACTION
ALLEGED HEREIN.**

DATED: September __, 2025

Respectfully submitted,

YADEGAR, MINOOFAR & SOLEYMANI, LLP

By:
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