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SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

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Attorneys for Plaintiff

RYAH BAROUDI, individually and on behalf of all others similarly aggrieved

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

Case No. 23CV003657

RYAH BAROUDI, an individual, on behalf
of herself and all other aggrieved
employees pursuant to the Labor Code
Private Attorneys General Act (PAGA)

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

BY FAX

Plaintiff,

v.

ORCA BIOSYSTEMS, INC., a Delaware
Corporation, and DOES 1 to 20, inclusive,

Defendants.

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Pay Reimbursements for Expenses;
4. Failure to Provide Accurate Wage Statements;
5. Failure to Keep Accurate Time Records;
6. Failure to Provide Rest Periods;
7. Failure to Provide Meal Periods;
8. Failure to Pay Final Wages;
9. Willful Misclassification of an Individual as an Independent Contractor;
10. Violation of Labor Code section 432.3 (Pay Transparency);
11. Violations of the Equal Pay Act (Cal. Lab. Code §1197.5);
12. Whistleblower Retaliation (Cal. Lab. Code §1102.5);
13. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

JURY TRIAL DEMANDED

1 Plaintiff RYAH BAROUDI (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, hereby files this First Amended Complaint against Defendants ORCA BIOSYSTEMS,
3 INC., and DOES 1 to 20, inclusive, (“Defendants”). Plaintiff alleges the following:

4 **PARTIES AND JURISDICTION**

5 1. Plaintiff RYAH BAROUDI is an individual over the age of eighteen (18) and is now
6 and/or at all times mentioned in this Complaint was a resident of the State of California.

7 2. Plaintiff was an employee of Defendants, performing services as a Manufacturing
8 Research Associate, performing technician lab work.

9 3. Plaintiff is informed and believes, and thereon alleges, Defendant ORCA
10 BIOSYSTEMS, INC. is a Delaware Corporation, doing business in California. ORCA
11 BIOSYSTEMS, INC., is a biotech research company.

12 4. Plaintiff is informed and believes, and thereon alleges, that Defendant ORCA
13 BIOSYSTEMS, INC. is a Delaware Corporation with their principal places of business in California
14 and India.

15 5. Plaintiff is further informed and believes, and thereon alleges, that each of the
16 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
17 joint venturer of the remaining defendants and was acting within the course and scope of that
18 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
19 Defendants herein gave consent to, ratified, and authorized the acts alleged herein to each of the
20 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
21 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
22 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure §
23 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through
24 20, inclusive, when they have been determined.

25 6. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
26 violations of the California Labor Code, and the applicable Industrial Welfare Commission (IWC)
27 Wage Orders.
28

7. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, Plaintiff was employed in Sacramento County, and in that some of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

8. On June 6, 2023, Plaintiff filed her Labor Code § 2699.3 Private Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). The LWDA did not respond to Plaintiff’s PAGA notice within 65 days, thus Plaintiff has fully exhausted her administrative remedies.

FACTS

9. Plaintiff worked for Defendant(s) as a Manufacturing Research Associate in Sacramento, California from approximately May 24, 2021, to April 7, 2023. Plaintiff, and similarly situated employees, were initially misclassified as independent contractors, and then were misclassified as exempt from overtime and paid on a salary basis with no premium overtime pay.

10. Plaintiff performed lab technician work; the type of which Defendant is in the regular business of performing. Plaintiff's actual duties, and pay rate, did not qualify for any exemption from premium overtime pay under California Law and the applicable IWC Wage Order.

11. While Plaintiff and similarly situated employees were misclassified as an independent contractor, Plaintiff regularly worked numerous hours over eight (8) hours a day and/or forty (40) hours a week, without premium overtime pay.

12. While Plaintiff and similarly situated employees were misclassified as exempt from overtime pay, Plaintiff regularly worked over eight (8) hours a day and/or forty (40) hours a week. Defendants did not pay Plaintiff and similarly situated employees all overtime and/or minimum wages earned during her employment.

13. Defendants did not provide Plaintiffs, or any similarly aggrieved employees, with statutorily required meal and rest breaks. Plaintiffs worked through the vast majority of their meal breaks and rest breaks due to work demands. When Plaintiffs and similarly aggrieved employees did take meal and rest breaks, they were often taken late or interrupted early.

14. Because Defendants willfully misclassified Plaintiff and similarly aggrieved employees as independent contractors and/or exempt from overtime, Defendants failed to maintain accurate time records, and failed to provide accurate and complete wage statements.

15. Defendants failed to reimburse Plaintiff and similarly situated employees for the work use of her cell phone and home internet and Wi-Fi.

16. Defendants failed to provide Plaintiff and similarly situated employees all wages owed upon her termination or within seventy-two (72) hours of her separation from employment.

17. Plaintiff is informed and believes that Defendants committed numerous other violations of the California Labor Code, including but not limited to those identified in this Complaint. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether she experienced them personally or not.

18. In addition, during her employment, Plaintiff repeatedly requested information regarding the pay scale for her position. Not only was Plaintiff denied this information in violation of Labor Code section 432.3, but Plaintiff was retaliated against for requesting the information and was told to stop requesting the information and to stop talking to her coworkers regarding pay since it was creating, “a negative culture shift,” and her manager was required to engage in, “damage control,” because Plaintiff had “brainwashed” her co-workers based on her wage-related inquiries.

19. Through these pay scale inquiries, Plaintiff came to learn that she was earning less than her equally situated male counterparts for substantially similar work.

20. Plaintiff reported all of this to Defendant's Human Resources Manager and was again told her salary discussions were inappropriate. Plaintiff was then retaliated against by her Manager who became hostile and non-communicative, forcing Plaintiff to resign her employment.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to All Defendants)

21. Plaintiff incorporates by reference and re-alleges the allegations in each paragraph

1 above as though fully set forth herein.

2 22. During the period Plaintiff was employed by Defendant she was entitled to be paid at
3 least the State's minimum wage rate for each hour she worked. See, e.g., IWC Wage Order MW-
4 2014, MW-2017; IWC Wage Order No. 4-2001, subsection (4); Cal. Lab. Code §§ 1194, 1197.1.

5 23. For the reasons stated above, Defendant did not pay Plaintiff at least minimum wage
6 for all hours worked. Thus, Plaintiff and similarly situated employees were not paid at least the
7 applicable state minimum wage for all hours worked in violation of the Labor Code.

8 24. Plaintiffs and similarly situated employees were not exempt from the State's Wage
9 Orders as employees.

10 25. Defendants' conduct described herein violates California Labor Code §§ 1194 and
11 1197.1, and Wage Orders MW-2014, MW-2017, and No. 4-2001. As a proximate result of
12 Defendants' conduct, Plaintiff has been damaged and deprived of minimum wages, in an amount to
13 be established at trial. Plaintiff now seeks these wages, liquidated damages pursuant to California
14 Labor Code § 1194.2, attorney's fees and costs, and interest pursuant to California Labor Code §§
15 1194 and 1197.1.
16

17 WHEREFORE, Plaintiff prays for relief as set forth below.

18 **SECOND CAUSE OF ACTION**
19 **FAILURE TO PAY OVERTIME WAGES**
20 **(As to All Defendants)**

21 26. Plaintiff incorporates by reference and re-alleges the allegations in each paragraph
22 above as though fully set forth herein.

23 27. Labor Code §§ 510 and 1194 require employers to pay employees overtime for any
24 work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any
25 one workweek. Employers must also pay overtime for the first eight (8) hours worked on the
26 seventh day of work in any one workweek. Finally, employers must pay double time for all hours
27 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
28 hours on the seventh day of work in any one workweek.

1 28. As stated above, because Defendant willfully misclassified Plaintiff and similarly
2 aggrieved employees as independent contractors, and as exempt employees, Plaintiff and similarly
3 aggrieved employees regularly worked over eight (8) hours per day and forty (40) hours per week
4 and were not paid overtime wages. Plaintiff is entitled to recover all unpaid overtime wages.

5 29. Plaintiff and similarly situated employees were not exempt from the State's Wage
6 Orders.

7 30. Defendants' conduct described herein violates California Labor Code §§ 510, 1194,
8 and the applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been
9 damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now
10 seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code §§ 1194.

11 WHEREFORE, Plaintiff prays for relief as set forth below.

12
13 **THIRD CAUSE OF ACTION**
14 **FAILURE TO PAY REIMBURSEMENTS FOR EXPENSES**
 (As to All Defendants)

15 31. Plaintiff incorporates by reference and re-alleges the allegations in each paragraph
16 above as though fully set forth herein.

17 32. Labor Code § 2802(a) states "An employer shall indemnify his or her employee for
18 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
19 of his or her duties, or of his or her obedience to the directions of the employer, even though
20 unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

21 33. For the reasons stated above, Defendants failed to pay required reimbursements to
22 Plaintiff and similarly aggrieved employees for required business expenses in violation of the Labor
23 Code.

24 34. Defendants' conduct described herein violated California Labor Code § 2802. As a
25 proximate result of Defendants' conduct, Plaintiff has been damaged in an amount to be established
26 at trial, and are entitled to recover these damages, as well as interest and reasonable attorney's fees
27 and costs, pursuant to statute.
28

1 WHEREFORE, Plaintiff prays for relief as set forth below.

2 **FOURTH CAUSE OF ACTION**
3 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
4 **(As to All Defendants)**

5 35. Plaintiff incorporates by reference and re-alleges the allegations in each paragraph
6 above as though fully set forth herein.

7 36. Labor Code § 226 requires employers to furnish employees with an accurate itemized
8 statement in writing.

9 37. Plaintiff alleges that Defendants failed to provide an itemized statement or failed to
10 provide an accurate and complete itemized statement satisfying the requirements set forth in Labor
11 Code § 226(a). Due to Defendants' timekeeping policies during Plaintiff's employment that resulted
12 in failing to accurately document all hours worked, especially when Plaintiff was misclassified as an
13 independent contractor and/or as an exempt employee, Defendants did not properly itemize all hours
14 worked.

15 38. Additionally, Plaintiff alleges she suffered injury as a result of Defendants' failure to
16 provide accurate and complete information as required by any one or more of items (1) to (9),
17 inclusive, of Labor Code § 226, subdivision (a), and Plaintiff cannot promptly and easily determine
18 (*i.e.* a reasonable person in Plaintiff's position would not be able to readily ascertain the information
19 without reference to other documents or information) the required information from the wage
20 statements alone.

21 39. For the reasons stated above, Defendants failed to comply with these requirements
22 with respect to Plaintiff in violation of the Labor Code. Plaintiff is entitled to, and hereby seeks,
23 injunctive relief requiring Defendants to comply with Labor Code § 226, and all applicable damages
24 and civil penalties. This includes and is not limited to the civil penalties specified in Labor Code §
25 226.3.

26 WHEREFORE, Plaintiff prays for relief as set forth below.

27 ///

28 ///

FIFTH CAUSE OF ACTION
FAILURE TO KEEP ACCURATE TIME RECORDS
(As to All Defendants)

40. Plaintiff incorporates by reference and re-alleges the allegations in each paragraph above as though fully set forth herein.

40. Labor Code § 1174(d) requires employers to keep “payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.”

41. Defendants did not keep accurate information regarding all hours worked by Plaintiffs and similarly situated employees, largely by failing to accurately record all time worked on their time records. This violated the Labor Code.

WHEREFORE, Plaintiff prays for relief as set forth below.

SIXTH CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS

42. Plaintiff incorporates by reference and re-alleges the allegations in each paragraph above as though fully set forth herein.

43. Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked.

44. For the reasons stated above, Plaintiffs and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law in violation of the Labor Code. Defendants also failed to pay rest period premiums for their failure to provide rest periods.

45. As a proximate cause of Defendants’ failure to provide meal and rest periods, Plaintiff is entitled to one (1) hour of pay at the regular rate of compensation for each rest period not

1 provided, as a wage, from three (3) years of the filing of this action, in an amount to be established at
2 trial. *See* Labor Code § 226.7 and Wage Order 4-2001 § 12(B).

3 WHEREFORE, Plaintiff prays for relief as set forth below.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO PROVIDE MEAL PERIODS**

6 46. Plaintiff incorporates by reference and re-alleges the allegations in each paragraph
7 above as though fully set forth herein.

8 47. Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 11(A) require employers to
9 provide employees meal periods of thirty (30) minutes per five (5) hours worked.
10

11 48. As set forth above, Plaintiff and similarly situated employees were not authorized and
12 permitted to take legally compliant meal periods pursuant to California law. Defendants also failed
13 to pay meal period premiums for its failure to provide meal periods.

14 49. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiff is
15 entitled to one (1) hour of pay at the regular rate of compensation for each meal period not provided,
16 as a wage, from three (3) years of the filing of this action, in an amount to be established at trial. *See*
17 Labor Code § 226.7 and Wage Order 4-2001 § 11(D).

18 WHEREFORE, Plaintiff prays for relief as set forth below.

19 **EIGHTH CAUSE OF ACTION**
20 **FAILURE TO PAY FINAL WAGES**

21 50. Plaintiff incorporates by reference and re-alleges the allegations in each paragraph
22 above as though fully set forth herein.

23 51. Labor Code §§ 201–203 require that all wages, including minimum wages and meal
24 and rest period premiums, be paid to employees upon separation and/or termination of employment.

25 52. An employer who willfully fails to pay an employee wages in accordance with
26 California Labor Code §§ 201-203 must pay the employee a waiting time penalty of up to thirty (30)
27 days. California Labor Code § 203.
28

53. Here, for the reasons stated above, Plaintiff and similarly situated employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code §§ 201–203. This violates the Labor Code.

54. As a proximate cause of Defendants' conduct, Plaintiff has been damaged and deprived of wages and thereby seeks an appropriate daily rate of pay multiplied by the number of days Defendants delayed paying all wages due, in an amount to be established at trial.

WHEREFORE, Plaintiff prays for relief as set forth below.

NINTH CAUSE OF ACTION
WILLFUL MISCLASSIFICATION OF INDIVIDUAL AS INDEPENDENT CONTRACTOR
(As to All Defendants)

55. Plaintiff incorporates by reference and re-alleges the allegations in each paragraph above as though fully set forth herein.

56. Labor Code § 226.8 makes it a legal violation for “any person or employer” to willfully misclassify an individual as an independent contractor.

57. Defendants willfully misclassified Plaintiff as an independent contractor in violation of the Labor Code.

58. Defendants are therefore subject to the various civil penalties described in § 226.8.

WHEREFORE, Plaintiff prays for relief as set forth below.

TENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 432.3
(Against All Defendants)

59. Plaintiff realleges and incorporates by reference the allegations in each paragraph above as though fully set forth herein.

60. California Labor Code section 432.3(c)(2) requires that, “[a]n employer, upon request, shall provide an employee the pay scale for the position in which the employee is currently employed.”

61. As set forth above, Plaintiff asked Defendants to provide a pay scale for her position on numerous occasions, and Defendants not only refused to provide pay scale information, they disciplined and retaliated against Plaintiff for requesting it.

62. Plaintiff is therefore and aggrieved person according to the statute, and may bring a civil action for any relief that the court deems appropriate.

WHEREFORE, Plaintiff prays for relief as set forth below.

ELEVENTH CAUSE OF ACTION
VIOLATION OF THE EQUAL PAY ACT
Cal. Lab. Code § 1197.5
(Against All Defendants)

63. Plaintiff realleges and incorporates by reference the allegations in each paragraph above as though fully set forth herein.

64. California's Equal Pay Act, Labor Code section 1197.5, makes it unlawful to an employer to pay its employees at wages less than the rates paid to employees of the opposite sex for substantially similar work.

65. As set forth above, Defendants have violated the Equal Pay Act by willfully paying Plaintiff at a rate less than male employees for substantially similar work.

66. The wage differential is not based upon seniority, merit, quantity or quality of work, or any other bona fide factor and is based on sex alone.

67. The wage differential between Plaintiff and her male counterparts is not reasonable.

68. Therefore, Plaintiff is entitled to recover the balance of the wages, inclusive of interest thereon, and an equal amount as liquidated damages, together with the costs of the suit and reasonable attorney's fees.

69. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at the time of trial, but in an amount in excess of the minimum jurisdiction of this Court.

WHEREFORE, Plaintiff prays for relief as set forth below.

1
2
3 **TWELFTH CAUSE OF ACTION**
4 **RETALIATION IN VIOLATION OF CAL. LABOR CODE § 1102.5**
5 **(Against All Defendants)**

6 70. Plaintiff realleges and incorporates by reference the allegations in each paragraph
7 above as though fully set forth herein.

8 71. During the course of her employment, Plaintiff repeatedly reported what she
9 reasonably believed to be illegal pay practices which violate state and federal law.

10 72. As a result of her reports, Plaintiff was subjected to a series of adverse employment
11 actions and retaliation.

12 73. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered
13 and will continue to suffer lost wages and other employment benefits, whereby Plaintiff is
14 entitled to general compensatory damages in amounts to proven at trial, in addition to any other
15 remedies and damages allowed by law.

16 WHEREFORE, Plaintiff prays for relief as set forth below.

17 **THIRTEENTH CAUSE OF ACTION**
18 **PAGA**
19 **(Against All Defendants)**

20 74. Plaintiff incorporates by reference and re-allege all paragraphs set forth the above as
21 though fully set forth herein.

22 75. Plaintiff brings this cause of action as a proxy for the State of California and in this
23 capacity, seeks penalties on behalf of all aggrieved employees for Defendant's violations of the
24 California Labor Code, including but not necessarily limited to, those Labor Code violations
25 identified above.

26 76. On or about June 6, 2023, Plaintiff sent written notice to the LWDA regarding
27 Defendant's violations of the California Labor Code, pursuant to Labor Code section 2698, *et*
28 *seq.*, PAGA. As of the date of the filing of this First Amended Complaint, the LWDA has not

1 informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims. As such,
2 Plaintiff has exhausted his administrative remedies under PAGA and may proceed in this Court.

3 77. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California
4 and all aggrieved employees for all violations of the Labor Code from June 6, 2022 through trial
5 on this matter.

6 78. During the period Plaintiff and similarly situated aggrieved employees were
7 employed by Defendants they were entitled to be paid at least the State's minimum wage rate for
8 each hour that they worked. See, e.g., IWC Wage Order MW-2014, MW-2017; IWC Wage
9 Order No. 4-2001, section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above,
10 Defendants did not pay Plaintiff and similarly situated aggrieved employees at least minimum
11 wage for all hours worked. Thus, Plaintiff and similarly situated aggrieved employees were not
12 paid at least the applicable state minimum wage for all hours worked in violation of the
13 California Labor Code.

14 79. California Labor Code sections 510 and 1194 require employers to pay employees
15 overtime for any work in excess of eight (8) hours in one workday and any work in excess of
16 forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8)
17 hours worked on the seventh day of work in any one workweek. Finally, employers must pay
18 double time for all hours worked in excess of twelve (12) hours in any workday and for all hours
19 worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated
20 above, Plaintiff and similarly situated aggrieved employees worked over eight (8) hours per day
21 and forty (40) hours per week and were not paid overtime wages. Plaintiff and all similarly
22 situated employees are entitled to recover all unpaid overtime wages.

23 80. California Labor Code section 1174(d) requires employers to keep "payroll records
24 showing the hours worked daily by and the wages paid to . . . employees . . . These records shall
25 be kept in accordance with rules established for this purpose by the commission, but in any case,
26 shall be kept on file for not less than three years." Defendants did not keep accurate information
27 regarding all hours worked by Plaintiff and similarly situated aggrieved employees, largely by
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1 failing to accurately record all time worked on their time records. This was in violation of the
2 California Labor Code.

3 81. California Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A)
4 require employers to provide employees meal periods of thirty (30) minutes per five (5) hours
5 worked. For the reasons stated above, Plaintiff and similarly situated aggrieved employees were
6 not authorized and permitted to take legally compliant meal periods pursuant to California law.
7 Defendants also failed to pay meal period premiums for its failure to provide meal periods.

8 82. California Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 12(A)
9 require employers to provide employees paid off-duty rest periods of ten (10) minutes per four
10 (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and similarly
11 situated aggrieved employees were not authorized and permitted to take legally compliant rest
12 periods pursuant to California law in violation of the California Labor Code. Defendants also
13 failed to pay rest period premiums for their failure to provide rest periods.

14 83. California Labor Code section 226 requires employers to furnish to employees with
15 “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
16 worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece
17 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
18 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
19 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
20 employee and only the last four digits of his or her social security number or an employee
21 identification number other than a social security number, (8) the name and address of the legal
22 entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period
23 and the corresponding number of hours worked at each hourly rate by the employee . . .” For
24 the reasons stated above, Defendants failed to comply with these requirements with respect to
25 Plaintiff and similarly situated aggrieved employees in violation of the California Labor Code.

26 84. California Labor Code section 2802(a) states that “An employer shall indemnify his
27 or her employee for all necessary expenditures or losses incurred by the employee in direct
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1 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
2 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
3 believed them to be unlawful.” For the reasons stated above, Defendant failed to pay required
4 reimbursements to Plaintiff and similarly situated aggrieved employees for required business
5 expenses in violation of the California Labor Code.

6 85. California Labor Code sections 201–203 require that all wages, including minimum
7 wages and meal and rest period premiums, be paid to employees upon separation and/or
8 termination of employment. Here, for the reasons stated above, Plaintiff and similarly situated
9 aggrieved employees did not receive all final wages due and owing to them at the time of
10 termination or seventy-two (72) hours thereafter as required by California Labor Code sections
11 201–203. This is in violation of the California Labor Code.

12 86. California Labor Code section 558 states that it is unlawful for any employer, or other
13 person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to
14 558.1 of the Labor Code or any order of the Industrial Welfare Commission. As described
15 above, Defendants, by and through their agents, violated Plaintiff’s and similarly situated
16 aggrieved employees’ rights provided for under Labor Code sections 558 and 558.1 as well as
17 the incorporated Wage Orders and incorporated statutes therein.

18 87. California Labor Code section 1197.5(a) prohibits paying employees at lower wage
19 rates than rates paid to employees of the opposite sex or a different race or ethnicity for
20 substantially similar work. California Labor code section 1197.5(k)(1) provides that an
21 “employer shall not prohibit an employee from disclosing the employee’s own wages, discussing
22 the wages of others, inquiring about another employee’s wages, or aiding or encouraging any
23 other employee to exercise his or her rights under this section.” On information and belief,
24 Defendants paid Plaintiff and similarly situated aggrieved employees less than other employees
25 of the opposite sex for substantially similar work. Defendants’ management reprimanded
26 Plaintiff for and instructed Plaintiff to cease inquiring about and discussing the wages of other
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employees performing substantially similar work. Defendant's actions are in violation of the Labor Code section 1197.5.

88. California Labor Code section 226.8 makes it a legal violation for "any person or employer" to willfully misclassify an individual as an independent contractor. For approximately the first five months of Plaintiff's employment, Defendant willfully misclassified her as an independent contractor in violation of the California Labor Code. On information and belief, Defendant has also misclassified similarly situated employees as independent contractors in violation of the California Labor Code. Thus, Defendant is subject to the various civil penalties described in section 226.8.

89. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (Ct. App. 2018), reh'g denied (June 13, 2018), review denied (Aug. 8, 2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether she experienced them personally or not.

DAMAGES

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. A jury trial;
2. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
3. For civil and statutory penalties and liquidated damages under the California Labor Code according to proof allowed by law;
4. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
5. For injunctive relief;
6. For an award of prejudgment and post-judgment interest; and
7. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

1 Dated: August 11, 2023

Castle Law: California Employment Counsel, PC

2
3 By: 
4 Timothy B. Del Castillo
5 Lisa L. Bradner
6 Daniel Richardson
7 Attorneys for Plaintiff
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JURY TRIAL DEMAND

Plaintiff RYAH BAROUDI hereby demands a trial by jury.

Dated: August 11, 2023

Castle Law: California Employment Counsel, PC

By: 

Timothy B. Del Castillo
Lisa L. Bradner
Daniel Richardson
Attorneys for Plaintiff

CASE NAME: *Baroudi v. Orca Biosystems, Inc.*
CASE NUMBER: 23CV003657

PROOF OF SERVICE

I am a citizen of the United States, employed in the City of Roseville and the County of Placer, California. My business address is 2999 Douglas Boulevard, Suite 180, Roseville, California 95661. I am over the age of 18 years and not a party to the within action. On today's date, I caused to be served the following:

- PLAINTIFF'S FIRST AMENDED COMPLAINT FOR DAMAGES**

☒	I caused the above documents to be electronically served to the email addressee(s) set forth below.
☐	I caused the above documents to be served on the parties in this action by placing them in a sealed envelope in the designated area for outgoing mail, addressed as shown below.
☐	I am readily familiar with the firm's practice of collection and processing correspondence for mailing in the ordinary course of business. Under this practice, correspondence is collected, sealed, postage thereon fully prepaid, and deposited the same day with the U. S. Postal Service on the same day.

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Attorneys for Defendant

Summer Wynn
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Joseph Lockinger
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Andy Zachrich
AZachrich@cooley.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on August 11, 2023 in Roseville, California.



Ron Buchanan