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Superior Court of California,
County of Alameda

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JORDAN GEWING-MULLINS

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JORDAN GEWING-MULLINS, an
individual,

Plaintiff,

vs.

OCTANT, INC., a Delaware Corporation;
and Does 1-50, inclusive,

Defendants

Case No.: **25CV126201**

**COMPLAINT FOR CIVIL PENALTIES
AND INJUNCTIVE RELIEF:**

**(1) CIVIL PENALTIES – LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

[UNLIMITED CIVIL JURISDICTION]

Plaintiff Jordan Gewing-Mullins, an individual ("Plaintiff") brings this action on behalf of the State of California, and all other Aggrieved Employees (as defined below), against Defendants Octant, Inc., a Delaware Corporation, and Does 1-50, inclusive, (collectively referred to herein as "Defendants").

INTRODUCTION

1. This is a representative action filed by Plaintiff on behalf of the State of California against Defendants pursuant to California's Private Attorney General Act, Labor Code section 2698 et. seq. ("PAGA"), to recover civil penalties for Defendants' violations of the California Labor Code as alleged below. Plaintiff seeks injunctive relief including, but not limited to, an injunction prohibiting Defendants' unlawful practices.

1 **PARTIES**

2 2. Plaintiff is a natural person and is domiciled in California.

3 3. Defendant Octant, Inc., a Delaware corporation, was at all relevant times
4 doing business in Alameda County, California.

5 4. Plaintiff is ignorant of the true names and capacities of the defendants sued
6 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
7 their true names and capacities when the same have been ascertained. Plaintiff is
8 informed and believes that each of the fictitiously named Doe Defendants is legally
9 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
10 damages, as alleged, were proximately caused by these Doe Defendants' actions.

11 5. Plaintiff is informed and believes and thereon alleges that at all times
12 pertinent hereto, each Defendant was the agent and employee of each of its co-
13 Defendants, and in doing the things described herein, was acting within the course and
14 scope of his/her authority as such agent and employee, and each Defendant ratified and
15 approved the acts of his/her agents and employees. Defendants acted as Plaintiff's
16 "employer" and are responsible for any and all damages claimed by Plaintiff in this action
17 under Labor Code section 558.

18 **PAGA ALLEGATIONS**

19 6. Plaintiff brings this action under the PAGA on behalf of the State of California
20 and other Aggrieved Employees, regarding violations of the California Labor Code as set
21 forth herein as to all Aggrieved Employees.

22 7. On or about July 12, 2024, Plaintiff submitted a written notice to the Labor &
23 Workforce Development Agency ("LWDA"), hereinafter referred to as PAGA Notice, and
24 a copy was served on Octant, Inc. in accordance with applicable law. A true and correct
25 copy of the PAGA Notice is attached hereto as **Exhibit 1** and incorporated herein by this
26 reference.

27 8. On or about April 2, 2025, Plaintiff submitted an Amended PAGA Notice to
28 the LWDA, hereinafter referred to as the Amended PAGA Notice, and a copy was served

on Octant, Inc. in accordance with applicable law. A true and correct copy of the Amended PAGA Notice is attached hereto as **Exhibit 2** and incorporated herein by this reference.

9. The LWDA did not provide notice of its intention to investigate Defendants' violations after expiration of the 65-day waiting time period for the PAGA Notice or the additional 65-day waiting period under the Amended PAGA Notice, or at any time thereafter. Consequently, Plaintiff's right to file the instant lawsuit against Defendants has duly accrued.

SUMMARY OF RELEVANT FACTS

10. Plaintiff was employed by Octant, Inc. beginning in March 2021, initially hired as a Synthetic Biology Apprentice with a salary of \$60,000. However, her role was misrepresented and misclassified throughout her tenure. In March 2021, she was asked to start earlier as a Chemist, with the understanding that this would be temporary until the Synthetic Biology Apprenticeship began in August 2021. Despite the apprenticeship's commencement, she was kept in the chemistry role and her title was retroactively changed to "Octant Apprentice" without any updated offer letter.

11. From August 2021 to August 2022, despite repeated requests to transition into biology-focused work, Plaintiff was continually told that she could work on biology side projects, but these opportunities never materialized. This misalignment with her initial job description limited her career growth, and while her male counterparts in similar roles were able to pursue opportunities aligned with their job descriptions, Plaintiff was left behind.

12. In August 2022, Plaintiff transitioned into the Operations team, where her salary was unchanged at \$82,500, despite taking on a new role and responsibilities. Plaintiff later discovered that her male counterpart in the same Operations Generalist position, was paid \$20,000 more per year, despite both having similar experience and responsibilities. Plaintiff raised this disparity with management, but was met with dismissive responses and no effective action to rectify the situation.

13. Throughout her tenure at Octant, Plaintiff's role lacked independent discretion and judgment on matters of significance, and her work was primarily

administrative in nature, focusing on executing established tasks rather than engaging in independent decision-making. As an Operations Generalist, Plaintiff's responsibilities included facilitating contract management, but this task was limited to sending out standard templates to contractors, with no discretion or input on contract terms. She also assisted with onboarding new hires, which did not involve any management responsibilities but rather facilitating the process by giving presentations about the different technical functions at the company.

14. Her daily tasks also included drafting social media posts and technical blogs. However, she was not allowed to post them herself and had to submit them to her manager for revision and approval. She also contributed to non-technical blogs, often focusing on senior new hires, with significant input and direction from her manager. Furthermore, she managed the weekly internal newsletter by soliciting news from team leads, inserting their updates, and distributing the newsletter to all employees.

15. In addition to these duties, Plaintiff assisted with recruiting operations. For example, when a candidate visited the office, she was responsible for creating the schedule and handling the communications surrounding the visit. These tasks were all administrative in nature and were carried out according to directives from upper management, leaving Plaintiff with minimal autonomy and no real discretion in her role.

16. Plaintiff's work environment became increasingly hostile following her complaints about the pay disparity with her male counterpart. She was subjected to micromanagement, punitive measures like being required to track her work in detail, and increasingly negative performance reviews despite her strong track record. By February 2024, after returning from a planned two-week vacation, her manager became hostile, blaming her for delays caused by others and threatening to place her on a Performance Improvement Plan (PIP). Faced with these deteriorating conditions, Plaintiff was constructively terminated on April 15, 2024.

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FIRST CAUSE OF ACTION
CIVIL PENALTIES – THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT
(“PAGA”)
(Plaintiff Against All Defendants)

17. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

18. Plaintiff brings this cause of action on behalf of Aggrieved Employees and seeks civil penalties for each and every violation alleged herein. Plaintiff is an Aggrieved Employee. Plaintiff was employed by Defendants and the violations alleged herein were committed against Plaintiff. At the time of each violation, Defendants employed one or more employees.

19. Plaintiff complied with all procedural requirements of Labor Code § 2699.3 before filing this Complaint.

20. As a result of the aforesaid wrongful and illegal conduct of the Defendants, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment solely on behalf of other Aggrieved Employees and the State of California as follows:

1. For civil penalties under Labor Code Section 2699 (65% payable to the LWDA and 35% payable to Aggrieved Employees);
2. For an order temporarily, preliminarily and permanently enjoining and restraining Defendants from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and

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4. For such other and further relief that the Court deems just and proper.

Dated: June 10, 2025

HAULK & HERRERA LLP

By: 
Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Claimant
JORDAN GEWING-MULLINS

EXHIBIT 1

JORDAN GEWING-MULLINS

c/o LAW OFFICES OF CHOI & ASSOCIATES, APLC
515. S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 381-1515
FACSIMILE (213) 465-4885

July 12, 2024

VIA ONLINE FILING TO THE LWDA AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: Jordan Gewing-Mullins v. Octant, Inc.

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of the claims asserted on behalf of myself and other aggrieved employees against my former employer, Octant, Inc. ("Company"). Specifically, I allege that the Company:

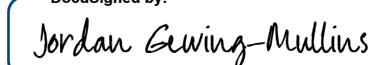
1. The Company violated Labor Code § 1197.5 by discriminating in payment of wages based on sex. Specifically, I allege that on behalf of myself and other aggrieved employees that men were paid higher wages for substantially similar work that were being performed by women.

The address for the Company is:

Octant, Inc.
6701 Hollis St.
Emeryville, CA 94608

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

145CC6F965594B4...
Jordan Gewing Mullins

cc: Octant, Inc. (by certified mail)

EXHIBIT 2



HAULK & HERRERA LLP

Attorneys at Law

Matthew A. Haulk, Esq.
mhaulk@hhemploymentlaw.com
Jose M. Herrera, Esq.
jherrera@hhemploymentlaw.com

100 Pine Street, Suite 1250
San Francisco, CA 94111-5235
Telephone: 415.745.3219
www.hhemploymentlaw.com

April 2, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Amended PAGA Notice Letter to LWDA (originally dated July 12, 2025)**
Jordan Gewing-Mullins v. Octant, Inc.
Alameda Superior Court Case 24CV083605
LWDA Case No. LWDA-CM-1039727-24

Dear PAGA Administrator:

This firm represents Jordan Gewing-Mullins ("Plaintiff") with respect to Plaintiff's claims against Octant, Inc. ("Defendant") arising out of violations of numerous provisions of the applicable California Labor Code and IWC Wage Order committed against all of Defendant's non-exempt employees.

This letter shall serve as written notice, pursuant to California Labor Code section 699.3(a) (1), of Defendant's violations of the provisions of the Labor Code and Wage Order set forth below. Plaintiff is informed and believes that Sri Kosuri personally promulgated and enforced the unlawful policies and practices described herein, and therefore they caused the violations at issue within the meaning of Labor Code section 558. As such, Sri Kosuri is personally liable for penalties under that section.

As used herein, the term "**Aggrieved Employees**" refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

Plaintiff was employed by Octant, Inc. beginning in March 2021, initially hired as a Synthetic Biology Apprentice with a salary of \$60,000. However, her role was misrepresented and misclassified throughout her tenure. In March 2021, she was asked to start earlier as a Chemist, with the understanding that this would be temporary until the Synthetic Biology Apprenticeship began in August 2021. Despite the apprenticeship's commencement, she was



kept in the chemistry role and her title was retroactively changed to "Octant Apprentice" without any updated offer letter.

From August 2021 to August 2022, despite repeated requests to transition into biology-focused work, Plaintiff was continually told that she could work on biology side projects, but these opportunities never materialized. This misalignment with her initial job description limited her career growth, and while her male counterparts in similar roles were able to pursue opportunities aligned with their job descriptions, Plaintiff was left behind.

In August 2022, Plaintiff transitioned into the Operations team, where her salary was unchanged at \$82,500, despite taking on a new role and responsibilities. Plaintiff later discovered that her male counterpart in the same Operations Generalist position, was paid \$20,000 more per year, despite both having similar experience and responsibilities. Plaintiff raised this disparity with management, but was met with dismissive responses and no effective action to rectify the situation.

Throughout her tenure at Octant, Plaintiff's role lacked independent discretion and judgment on matters of significance, and her work was primarily administrative in nature, focusing on executing established tasks rather than engaging in independent decision-making. As an Operations Generalist, Plaintiff's responsibilities included facilitating contract management, but this task was limited to sending out standard templates to contractors, with no discretion or input on contract terms. She also assisted with onboarding new hires, which did not involve any management responsibilities but rather facilitating the process by giving presentations about the different technical functions at the company.

Her daily tasks also included drafting social media posts and technical blogs. However, she was not allowed to post them herself and had to submit them to her manager for revision and approval. She also contributed to non-technical blogs, often focusing on senior new hires, with significant input and direction from her manager. Furthermore, she managed the weekly internal newsletter by soliciting news from team leads, inserting their updates, and distributing the newsletter to all employees.

In addition to these duties, Plaintiff assisted with recruiting operations. For example, when a candidate visited the office, she was responsible for creating the schedule and handling the communications surrounding the visit. These tasks were all administrative in nature and were carried out according to directives from upper management, leaving Plaintiff with minimal autonomy and no real discretion in her role.

Plaintiff's work environment became increasingly hostile following her complaints about the pay disparity with her male counterpart. She was subjected to micromanagement, punitive



measures like being required to track her work in detail, and increasingly negative performance reviews despite her strong track record. By February 2024, after returning from a planned two-week vacation, her manager became hostile, blaming her for delays caused by others and threatening to place her on a Performance Improvement Plan (PIP). Faced with these deteriorating conditions, Plaintiff was constructively terminated on April 15, 2024.

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

b) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay):** Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

e) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties:** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.



h) **Violation of IWC Wage Order:** As set forth above, Defendant's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," Meal Periods," and "Rest Periods."

i) **Failure to Maintain Employment Records:** Defendant failed comply with record keeping requirements, including personnel files and records of hours worked, wages paid, and other employment related data, Labor. Code § § 1174, 1174.5, and 1198.5.

j) **Failure to Post Employer Notices:** Defendant failed to post notices and posters in the workplace informing Plaintiff and Aggrieved Employees of their rights, including, but not limited to, paid sick leave posters, workers' compensation information, minimum wage requirements, Industrial Welfare Commission (IWC) wage orders, whistleblower protections. Labor Code § § 1207, 246(i), 3350, 1183(d), 1185, and 1102.8.

k) **Discrimination:** By discriminating in payment of wages based on sex in violation of Labor Code § 1197.5. Specifically, that men were paid higher wages for substantially similar work that were being performed by women.

As an aggrieved employee, Plaintiff is able to bring a PAGA claim on behalf of **all** non-exempt Defendant employees, and is entitled to recover penalties for all violations, as well as Plaintiff's attorneys' fees.

This amended notice is based on the facts currently known to Plaintiff and is made without prejudice to his right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Very truly yours,

Jose M. Herrera

cc: Octant, Inc., *via Certified Mail/Return Receipt Requested*

9589 0710 5270 2392 3544 30

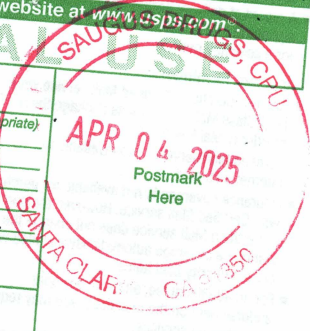
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Postage \$
Total Postage and Fees \$ *9.68*

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