

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

RAINBERRY INC., a California corporation dba TRON aka TRON FOUNDATION, (see attached)

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

RICHARD HALL and LUKASZ JURASZEK

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): SAN FRANCISCO SUPERIOR COURT
400 McAllister Street, San Francisco, CA 94102

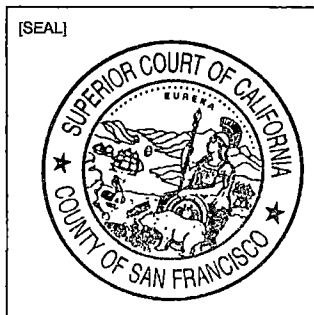
CASE NUMBER: (Número del Caso):
CGC-19-580304

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

WILLIAM F. FITZGERALD, FITZGERALD LAW OFFICES 946 Junipero Serra Boulevard San Francisco, CA 94132 (415) 722-0673

DATE: (Fecha) **OCT 28 2019** Clerk, by *J. Laprevotte*, Deputy (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010))
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010))



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):
- 3. on behalf of (specify):
 - under: CCP 416.10 (corporation) CCP 416.60 (minor)
 - CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 - CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 - other (specify):
- 4. by personal delivery on (date)

JACQUELINE LAPREVOTTE
Clerk of the Court

For your protection and privacy, please press the Clear This Form button after you have printed the form.



SHORT TITLE: HALL v. RAINBERRY INC., a California corporation etc., et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

YUCHEN JUSTIN SUN (aka JUSTIN SUN, aka YUCHEN SUN, aka JUSTIN YUCHEN SUN), CONG LI,
and DOES 1-50, inclusive,

1 NORMAN La FORCE (SB#102772)
2 LAW OFFICES OF NORMAN La FORCE
3 802 Balra Drive
4 El Cerrito, CA 94530
5 (510 208-7657
LaForceLaw@comcast.net

F I L E D
Superior Court of California
County of San Francisco

OCT 28 2019

6 WILLIAM F. FITZGERALD (SB#111544)
7 FITZGERALD LAW OFFICES
8 946 Junipero Serra Boulevard
9 San Francisco, CA 94132
10 (415) 722-0673
FitzgeraldWsi75@yahoo.com
11 **Attorneys for PLAINTIFFS, Richard Hall and**
12 **Lukasz Juraszek**

CLERK OF THE COURT
BY: J. Lavente Deputy Clerk

13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 CITY AND COUNTY OF SAN FRANCISCO - UNLIMITED JURISDICTION

15 RICHARD HALL and
16 LUKASZ JURASZEK

Case No. **CGC-19-580304**

17 PLAINTIFFS,

18 v.

19
20 RAINBERRY INC., a California
21 corporation dba TRON aka TRON
22 FOUNDATION, YUCHEN JUSTIN SUN
23 (aka JUSTIN SUN, aka YUCHEN SUN,
24 aka JUSTIN YUCHEN SUN), CONG LI,
25 and DOES 1-50, inclusive,

26 DEFENDANTS.

**COMPLAINT FOR DAMAGES
FOR DISCRIMINATION, HOSTILE
WORK ENVIRONMENT, FRAUD
RETALIATION AND
WHISTLEBLOWER RETALIATION,
HARASSMENT, UNFAIR
EMPLOYMENT PRACTICES
(VIOLATIONS OF PUBLIC POLICY
AND UNFAIR BUSINESS PRACTICES
AND LABOR CODE VIOLATIONS);
AND**

DEMAND FOR JURY TRIAL

27
28 PLAINTIFFS, RICHARD HALL and LUKASZ JURASZEK ("PLAINTIFFS"),

COMPLAINT FOR DAMAGES FOR EMPLOYMENT DISCRIMINATION AND UNFAIR COMPETITION
(VIOLATION OF STATUTES)

1 allege:

2 **INTRODUCTION**

3 1. PLAINTIFFS RICHARD HALL and LUKASZ JURASZEK are professionals
4 in the field of high tech; RICHARD HALL in product management and LUKASZ
5 JURASZEK in software engineering. Chinese entrepreneur DEFENDANT JUSTIN SUN's
6 company, Defendant RAINBERRY, INC., acquired the US company BitTorrent in June 2018.
7 PLAINTIFF RICHARD HALL began employment in December 2018 for RAINBERRY,
8 INC. and later began to experience racial discrimination as a Caucasian and a hostile work
9 environment. PLAINTIFF LUKASZ JURASZEK began employment in February 2019 and
10 also began to experience racial discrimination as a Caucasian and a hostile work environment.
11 PLAINTIFFS both faced a hostile work environment because they raised concerns with their
12 employer that DEFENDANT JUSTIN SUN and his hand-picked mainland Chinese – born
13 subordinates were engaged in illegal piracy of copyrighted materials for DEFENDANT
14 RAINBERRY, INC., in order to make a profit from the illegal piracy of those materials, as
15 well as other illegal and unscrupulous activities. Moreover, both PLAINTIFFS did not fit into
16 the profile of the kind of worker that DEFENDANT JUSTIN SUN sought: an employee who
17 was mainland Chinese, would not object or “rock the boat” when they saw actual or potential
18 illegal activity taking place, and who would work according to JUSTIN SUN's notion that
19 they should work from 9 a.m. to 9 p.m. daily, six days a week (“9-9-6”) and without asking
20 any questions or voicing any concerns about illegal, unethical, immoral or unscrupulous
21 business activities.
22
23

24 2. Over a short period of time, PLAINTIFFS saw other Caucasian employees
25 who worked for RAINBERRY, INC. terminated or forced out of the company, only to be
26 replaced with employees, where possible, who were mainland Chinese-born. PLAINTIFFS
27 also experienced an increasing campaign of hostility and retaliation for their raising of
28

1 legitimate business (and criminal) concerns about the legality of certain of the company's
2 operations, especially when the United States Government has raised these very concerns and
3 is now engaged in a trade war with China, in part, over the United States' concern that China
4 has engaged in the pirating of copyrighted materials and the theft of American intellectual
5 property. This campaign of a hostile work environment and retaliation resulted in the
6 crescendo of the summary termination of both PLAINTIFFS in order to rid the company of
7 whistleblowers; and as far as PLAINTIFFS are informed and believe, to also act as a warning
8 to other employees as to the fate they would suffer if they engaged in similar objections or
9 whistleblowing actions.

11 3. PLAINTIFF RICHARD HALL began his employment on December 3, 2018,
12 with Defendant RAINBERRY, INC., a California corporation (sometimes, RAINBERRY" or
13 "Rainberry"), and worked for RAINBERRY until June 27, 2019, at which time the company
14 summarily terminated him after a continual campaign by upper level/executive management
15 of discriminatory harassment and hostility against him, for continuing to refuse to engage in
16 blatantly illegal, unethical, and unscrupulous business activities and/or a failure by
17 management to stop that improper treatment. The penultimate act of this campaign was to
18 cancel RICHARD HALL's vacation that had been pre-approved by the company in writing.
19 RICHARD HALL had planned to celebrate his 50th birthday and 20th wedding anniversary on
20 that vacation. RAINBERRY refused to compensate RICHARD HALL for vacation expenses
21 already disbursed in reliance upon that company-issued written pre-approval, and to threaten
22 him with termination if he went forward with his vacation plans or any request to obtain
23 reimbursement of vacation expenses. These were a pre-text for RAINBERRY to terminate
24 RICHARD HALL's employment because of his objection and outright refusal to engage in
25 criminal violation of state and national statutes concerning piracy of intellectual property
26 (Hollywood first-run films) and child pornography, so that RAINBERRY could remove all

1 employees with any business ethics and/or observation of and obedience towards criminal
2 statutes of California and the United States of America and/or fundamental mores and norms
3 in order for JUSTIN SUN and RAINBERRY to continue its business scheme of profiting
4 from this illegal, sordid and unethical behavior.

5
6 4. PLAINTIFF LUKASZ JURASZEK began his employment with Defendant
7 RAINBERRY in late February 2019 until August 20, 2019, at which time RAINBERRY,
8 INC. terminated him after a continual campaign by upper level/executive management of
9 discriminatory harassment and hostility about his refusal to engage in blatantly illegal,
10 unethical, and unscrupulous business activities and/or a failure by management to intercede
11 against that improper treatment. The penultimate act of this campaign was for defendant
12 CONG LI to advise the direct work supervisor of LUKASZ JURASZEK that CONG LI
13 would hold LUKASZ JURASZEK to impossibly high engineering standards that LUKASZ
14 JURASZEK could not possibly accomplish, in order to use this as a basis to terminate
15 LUKASZ JURASZEK because of his complaints to HR at RAINBERRY of CONG LI's
16 actions creating a hostile work environment (including but not limited to physical striking of
17 employee and illegal/unethical business practices). This was despite the recent pay grade
18 promotion of LUKASZ JURASZEK for superior work performance. These were a pre-text for
19 RAINBERRY to terminate LUKASZ JURASZEK's employment because of his objection
20 and outright refusal to engage in criminal violation of state and national statutes concerning
21 piracy of intellectual property (Hollywood first-run films) and child pornography, so that
22 RAINBERRY could remove all employees with any business ethics or observation of
23 criminal statutes of California and the United States of America or fundamental mores and
24 norms so that RAINBERRY could continue its business scheme of profiting from this illegal,
25 sordid and unethical behavior.
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5. PLAINTIFFS have filed this lawsuit to seek recovery for their lost jobs and

COMPLAINT FOR DAMAGES FOR EMPLOYMENT DISCRIMINATION AND UNFAIR COMPETITION
(VIOLATION OF STATUTES)

1 compensation for the hostility and retaliation that they experienced as whistleblowers and as
2 Caucasians at the hands of RAINBERRY, INC. and JUSTIN SUN, who styles himself as a
3 young, multi-billionaire Chinese crypto-currency “whiz kid” and protege of Alibaba founder
4 Jack Ma but who instead also engages in illegal actions and manipulation of crypto-currency
5 for his own profit.

6
7 **PARTIES AND VENUE/JURISDICTION**

8 6. PLAINTIFF RICHARD HALL (sometimes, “RICHARD HALL”), was at all
9 material times alleged herein a resident of the County of Marin, State of California. From
10 December 2018 until his termination by RAINBERRY on June 27, 2019, he was an employee of
11 Defendant RAINBERRY, INC.

12 7. PLAINTIFF LUKASZ JURASZEK (sometimes, “LUKASZ JURASZEK”) was,
13 at all material times alleged herein, a resident of the County of Santa Clara, State of California.
14 From February 25, 2019 until his termination by RAINBERRY on August 20, 2019, he was an
15 employee of Defendant RAINBERRY, INC.

16 8. RICHARD HALL was classified by RAINBERRY as an exempt employee paid
17 on an hourly basis and subject to FTA vacation benefit guidelines. RICHARD HALL routinely
18 worked in the TRON office from 8:00 a.m. to 5:00pm (with a 30 minutes lunch break) at least 5
19 days per week. He also was required in his job position to engage in telephone calls outside of
20 these hours with India and China, typically at least 1 hour a week. LUKASZ JURASZEK was
21 classified by RAINBERRY as an exempt employee paid on an hourly basis and subject to FTA
22 vacation benefit guidelines. LUKASZ JURASZEK routinely worked in the TRON office from
23 9:00 a.m. to 6:00 p.m. (with a 30 minutes lunch break) at least 5 days a week, together with
24 working during his commute from 7:30 a.m. to 9:00 a.m. and 6:00 p.m. to 7:30 p.m. LUKASZ
25 JURASZEK would be “on call” for 24 hours a day for a one week period approximately once
26 every six to eight (6-8) weeks. He also was required in his job position occasionally to engage in
27
28

1 telephone calls outside of these hours with China typically at least 2 hours per week. RICHARD
2 HALL and RICHARD HALL were also subject to being contacted at any moment during the
3 weekend by SUN and/or LI.

4 9. Defendant RAINBERRY, INC., dba TRON aka TRON FOUNDATION, was and
5 is at all material times mentioned herein, a corporation duly organized and existing under the
6 laws of the State of California, with its principal place of business at 301 Howard Street, San
7 Francisco, CA. RAINBERRY is subject to suit under the laws of the State of California,
8 including but not limited to the California Fair Employment and Housing Act, Government Code
9 section 12900 *et seq.* ("FEHA") in that defendant RAINBERRY regularly employs five or more
10 persons.
11

12 10. PLAINTIFFS are informed and believe, and thereon allege that Defendant
13 YUCHEN JUSTIN SUN (aka JUSTIN SUN, aka YUCHEN SUN, aka JUSTIN YUCHEN SUN)
14 ("JUSTIN SUN" or "SUN"), is and was, at all material times alleged herein, a resident of the
15 country of the Peoples' Republic of China ("PRC") and also an officer (registered as CEO,
16 Secretary and CFO with California Secretary of State) director, manager and/or managing
17 director and agent of RAINBERRY, and held the titles of (and was considered to be) owner and
18 President of RAINBERRY. Plaintiffs, upon information and belief, allege that Defendant SUN
19 also holds domicile in the State of California because he has sent messages to the public that he
20 owns or leases an apartment in San Francisco, California and that he holds legal status to work
21 and reside in the United States pursuant to United States Law and thus is subject to the laws of
22 the United States of America and the State of California.
23

24 11. PLAINTIFFS are informed and believe, and thereon allege that Defendant CONG
25 LI (sometimes, "LI") is and was, at all material times alleged herein, a citizen of the State of
26 California, resident of Santa Clara County, and also a director, manager and/or managing agent
27
28

1 of RAINBERRY, and held the titles of (and was considered to be) Chief of Staff, Head of
2 Engineering and Director of Engineering at RAINBERRY.

3 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
4 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

5 13. Venue is proper in the City and County of San Francisco for the following
6 reasons: Defendant RAINBERRY maintains its principal place of business in the City and
7 County of San Francisco and the unlawful and tortious acts complained of herein occurred in the
8 City and County of San Francisco, State of California, pursuant to California Code of Civil
9 Procedure sections 395 and 395.5.
10

11 14. The true names and capacities of defendants named herein as Does 1 through 50,
12 inclusive, whether individual, associate, corporate or otherwise, are unknown to PLAINTIFFS,
13 who therefore sues said defendants by such fictitious names pursuant to California Code of Civil
14 Procedure section 474. PLAINTIFFS are informed and believe, and thereon allege, that each of
15 the fictitiously-named defendants Does 1 through 50, inclusive, and each of them, is/are in some
16 manner responsible for the occurrences alleged herein, and that PLAINTIFFS' injuries or
17 damages as alleged herein were proximately caused by their conduct. PLAINTIFFS amend this
18 complaint to allege their true names and capacities when same have been ascertained.
19

20 **AGENCY AND UNITY OF INTERESTS**

21 15. PLAINTIFFS, and each of them, are informed and believe, and on that basis
22 allege, that at all times herein mentioned each of the Defendants was an agent, manager, director,
23 servant, employee, and/or joint-venturer of each of the remaining Defendants, and were at all all
24 times acting within the course and scope of such agency, service, employment, and/or joint
25 venture, and each of the Defendants have ratified, approved, and authorized the acts of each of
26 the remaining Defendants with full knowledge of said facts. In the alternative, PLAINTIFFS
27 allege that Defendants, and each of them, exceeded the course and scope of their agency.
28

1 relationship with one another, rendering the agent(s) liable for their own individualized
2 misconduct.

3 **Aiding And Abetting/Conspiracy**

4 16. Defendants, and each of them, aided and abetted, encouraged, and/or rendered
5 substantial assistance to the other Defendants in breaching their obligations to Plaintiffs, as
6 alleged herein. In taking action, as alleged herein, to aid and abet and substantially assist the
7 commission of these wrongful acts and other wrongdoing complained of, each of the Defendants
8 acted with an awareness of its/ his/her primary wrongdoing and realized that its/his/her conduct
9 would substantially assist the accomplishment of the wrongful conduct, wrongful goals, and
10 wrongdoing. Defendants, and each of them, also knew and willfully conspired to do the acts and
11 things herein alleged pursuant to, and in furtherance of, the conspiracy.
12

13 **Alter Ego**

14 17. There is a unity of interest between Defendants, and each acts as the alter ego of
15 the other. Additionally, at all times relevant herein, Defendants were joint employers of the
16 Plaintiff, by virtue of sharing authority over and control of the terms and conditions of Plaintiff's
17 employment.
18

19 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

20 18. PLAINTIFFS, and each of them, have exhausted the applicable remedies
21 available to each of them under the California Fair Employment and Housing Act ("FEHA")
22 by timely filing complaints regarding the matters described herein with the California
23 Department of Fair Employment and Housing ("DFEH").
24

25 19. On or about October 18, 2019, DFEH issued to each RICHARD HALL and
26 separately to LUKASZ JURASZEK, its notice of right to bring a civil action, or "Right To
27 Sue" notice letter to each PLAINTIFF. A copy of these notice(s) of right of action is
28 appended hereto as "Exhibit A Series," and is incorporated by this reference as though fully

1 set forth.

2 **FACTS APPLICABLE TO ALL CAUSES OF ACTION**

3 20. RICHARD HALL is an experienced high tech Product Management Expert,
4 specializing in Programmatic Advertising, Cloud Computing, Media Streaming and Artificial
5 Intelligence, who has delivered complex and successful products for his employers since the
6 1990's. In early December 2018, he started work at RAINBERRY aka BitTorrent and aka/Tron
7 Foundation ("Tron") and his immediate supervisor was Chief Operating Officer Jordy Berson.
8

9 21. RICHARD HALL joined RAINBERRY, INC. as a Senior Director of Product
10 Management, a title he had previously held at his prior employer, Sizmek/Rocket Fuel, and prior
11 to that had been a Vice President of Product Management at Videology. RICHARD HALL was
12 classified by RAINBERRY as an exempt employee, worked more than 40 hours per week, and
13 subject to "Flexible Time Away ("FTA") vacation benefit guidelines. RICHARD HALL also
14 travelled to India for TRON on two (2) separate business trips in 2019 for approximately two and
15 one-half (2-1/2) weeks each, as well as a trip to China for 5 days, taking time away from family
16 on those days and weekends.
17

18 22. Between January 11 and 28, 2019, RICHARD HALL conducted research
19 interviews in India for a new product for RAINBERRY. This was for the live video social media
20 mobile application intended to be similar to the "BIGO Live" application, BitTorrent Live" aka
21 "BT Live" aka "BT LIVE" aka "B LIVE." BT LIVE was to be integrated into the BitTorrent
22 Android and iOS mobile applications which were already widely globally distributed with over
23 10 million monthly active users. The initial target market was to be India as directed and agreed
24 upon by JUSTIN SUN.
25

26 23. During the period of February 8 through 14, 2019, RICHARD HALL, in the
27 course and scope of his employment, worked at the Tron office in China and met with Tron
28 personnel as part of his work assignments. No one had any complaints or problems with his work

1 at this time. The goal of this business trip was to capture detailed understanding of the operation
2 of Peiwo that the US team could leverage when developing and launching similar BitTorrent
3 Live application, including the recruitment and remuneration of “hosts” (paid broadcasters),
4 marketing and moderation of the Peiwo service.

5
6 24. LUKASZ JURASZEK joined RAINBERRY, INC. as a software engineer in the
7 Development Community Division (“DCD”) on February 25, 2019, to work in the Application
8 Programming Interface (“API”) unit. He began work on an infrastructure project for higher
9 reliability of TRON’s produces. LUKASZ JURASZEK was classified by RAINBERRY as an
10 exempt employee, worked more than 40 hours a week, and subject to FTA vacation benefit
11 guidelines.

12
13 25. RAINBERRY’s Employee Handbook provides that RAINBERRY does not have
14 Personal Time Off (“PTO”) but Flexible Time Away (“FTA”). RAINBERRY used FTA to
15 handle employee vacations in order to maximize flexibility with regard to its workforce so that
16 employees could not only work hard but know that their hard work would be respected and
17 honored with vacation time. Under an FTA policy, the employee who uses FTA gets paid for the
18 time he takes as FTA.

19
20 26. RICHARD HALL had plans to celebrate his 50th birthday and 20th wedding
21 Anniversary in 2019, by taking his family on a vacation in the summer of 2019. On March 3,
22 2019, he tentatively booked a cruise for his vacation with his family. The booking was tentative
23 because he knew he needed formal approval for that vacation.

24
25 27. On Monday March 4, 2019, pursuant to RAINBERRY’s rules, guidelines and
26 protocols, RICHARD HALL applied for approval for his vacation. He inadvertently submitted a
27 request for PTO. Michelle Saurel, then the HR Director for American operations informed
28 RICHARD HALL that he had to resubmit the request because the company used FTA, not PTO
and cancelled his request. Richard then resubmitted his request for FTA that very same day.

1 28. On March 19, 2019, Michelle Saurel approved his request in a written approval.
2 Jordy Berson, RICHARD HALL's supervisor and BitTorrent COO, had also approved verbally
3 approved the request. At no time prior to RICHARD HALL receiving written approval for his
4 FTA did anyone state to him that he could not or should not take the FTA, state to him that they
5 had concerns or issues about his work or his projects such that they either would not approve the
6 FTA or expressed any concern to RICHARD HALL that he would not be able to get his work or
7 projects completed.
8

9 29. During the period of March 19, 2019 through April 6, 2019, RICHARD HALL, in
10 the course and scope of his employment, performed work to initiate setting up an office in Delhi,
11 India and endeavored to hire full time employees to recruit broadcasters and moderators for BT
12 Live in order to meet the timeline that JUSTIN SUN unilaterally set for a public launch of BT
13 Live in India of early April 2019. While in India, RICHARD HALL did not receive any criticism
14 for this work. Nor did anyone express any concerns about his work. While in India, RICHARD
15 HALL became concerned about the project, and its logistics in India, including but not limited to
16 "moderation," (*i.e.*, how the moderators for content would handle moderating content). JUSTIN
17 SUN was dismissive of any need for moderation – either manual or automated and ultimately
18 rejected approving funding for such services. JUSTIN SUN was also dismissive of the logistical
19 concerns raised by RICHARD HALL and continued to trumpet the launch of BT Live in India.
20

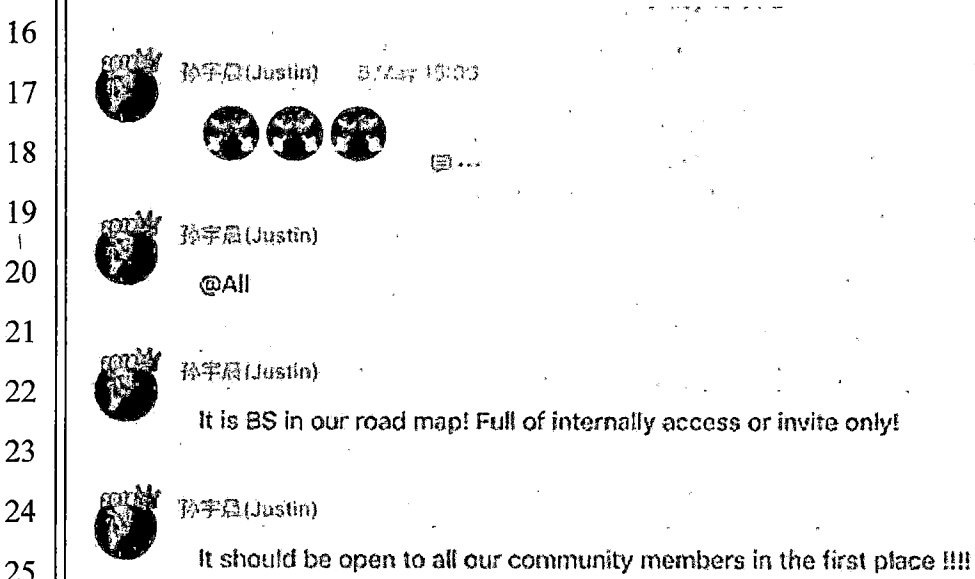
21 30. On or about the end of the month of March 2019, during work hours, Defendant
22 JUSTIN SUN physically struck Defendant CONG LI while located just adjacent to
23 RAINBERRY's "Speed" conference room and in the presence of Plaintiff LUKASZ
24 JURASZEK. LUKASZ JURASZEK was working at his workstation just across from the Speed
25 conference room. LUKASZ JURASZEK reported the incident to his direct manager, Francesco
26 Sullo, almost immediately thereafter. Plaintiffs are informed and believe, and thereon allege, that
27 NO disciplinary action was taken against Defendant JUSTIN SUN and "the message was clear"
28

1 to RAINBERRY employees: RAINBERRY Management personnel would not be severely
2 disciplined (or even disciplined at all) for violations of the Employee Manual (or common
3 business practices or mores). This was yet another fait accompli in the creation and maintenance
4 of a hostile work environment at RAINBERRY.


5
6 31. PLAINTIFFS are informed and believe, and thereon allege, that on April 17,
7 2019, the employment at RAINBERRY COO Jordy Berson was terminated. Jordy Berson is
8 Caucasian. JUSTIN SUN sent an email to certain RAINBERRY management personnel in HR,
9 the "American" BT Live team and CONG LI, "Head of Engineering." In this email, JUSTIN
10 SUN blamed the "American" "BitTorrent Live" team, stating that because BT Live "did not go
11 well," had "missed commitments set for Q1 [2019]," and the project had been "mismanaged."
12 Jordy Berson was the RAINBERRY management executive in charge of the "American" BT
13 Live project. JUSTIN SUN essentially published his statements that he "blamed" Jordy Berson
14 and his "BitTorrent Live" "American" "BT Live" team; however, Berson's team had met every
15 milestone set, and JUSTIN SUN had been kept informed of this. Berson transmitted
16 documentation of the timely performance of these milestones by his "American" "BT Live"
17 team. Jordy Berson had also continually recommended "moderation" in BTLive, only to be
18 ignored by JUSTIN SUN and CONG LI. The "American" team was told that work on
19 developing BitTorrent Live would be shifted to China. RICHARD HALL was told that he would
20 be working under Justin Knoll in place of Jordy Berson. He was reassigned to work as Senior
21 Director of Product Management on a new, emerging product called BitTorrent File System or
22 "BTFS." RICHARD HALL had little exposure to (or experience in) this emerging field.
23 RICHARD HALL raised concerns with CONG LI that depending on the architecture and
24 implementation of caching and delivery algorithms, a user might be monetarily rewarded for
25 unknowingly storing and distributing inappropriate content including but not limited to child
26 pornography, pornography, violence, promotion of terrorism, drugs or use of firearms on BTFS.
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1 32. On approximately May 1, 2019, RICHARD HALL edited the BTFS roadmap to
2 clarify high level descriptions and proposed a phased rollout given concerns about the project,
3 the lack of clarity of the deliverables in each phase, and its readiness to the public on the timeline
4 that Defendant JUSTIN SUN had unilaterally set. At this time, RICHARD HALL voiced
5 concerns about moderation of the content of BTFS, as well as the timeline, especially the ability
6 to implement fraud prevention and the clear lack of any diligence or vetting to perform realistic
7 engineering timeline estimates, RICHARD HALL expressed significant concern with the ability
8 of TRON to hit the unilaterally- set timeline of launching a beta or “TestNet” by the end of June
9 2019 and full public launch or “MainNet” by the end of March 2020. Consequently, he
10 recommended a more conservative staged rollout, with the initial beta being to a selected number
11 of “friendly” external users recruited via surveys.
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13 33. On May 5, 2019, JUSTIN SUN. in an angry tweet, ordered RICHARD HALL to
14 do a public launch, that a private launch was “BS”, and tweeted:
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 孙宇晨 (Justin)
https://docs.google.com/document/d/1eqCpK_7VfRI6y8bk3qUt6wmk_pWBYqWEnD2JdRZpTE4/edit#

 孙宇晨 (Justin)
I changed

 孙宇晨 (Justin)
Please follow my instruction and do public launch!

 孙宇晨 (Justin) 5 May 15 10
No more private launch BS!!!!

 孙宇晨 (Justin)
TRON and BTFS is all about open source!

 孙宇晨 (Justin)
private access and invitation selection is BS!!!

34. In May 2019, LUKASZ JURASZEK discussed with RICHARD HALL the implications of TRON’s potential lack of control over the actual content allowed to be posted on the BTFS hosted on TRON’s infrastructure and the possibility that third parties could use the TRON application to be a platform to share copyright-protected content or materials, illegally - as well as with illegal content. RICHARD HALL shared these same concerns and RICHARD HALL expressed a strong desire to determine an acceptable solution to these concerns.

35. On May 17, 2019, CONG LI summoned RICHARD HALL to JUSTIN SUN’S office and JUSTIN SUN told RICHARD HALL that CONG LI was now managing the BTFS Project. Consequently, RICHARD HALL, as BTFS product manager, would report directly to CONG LI instead of Justin Knoll. Hall direct supervisor as VP of Product at RAINBERRY. CONG LI did not provide any explanation as to why Justin Knoll was no longer his supervisor.

1 This change of supervisor occurred on the first day of Justin Knoll's eight (8) day vacation.
2 Justin Knoll subsequently reported to RICHARD HALL that he was not consulted about the
3 transfer and only became aware after the fact.

4 36. On Monday, May 20, 2019, CONG LI held an engineering lead meeting with
5 approximately 12 of his "direct reports" DCD personnel, CONG LI stated in this meeting, in the
6 presence of RICHARD HALL and others, for the first time that people needed to be "more
7 present" in the office and also should only take no more than 2 to 3 weeks' vacation a year -
8 which is not consistent with the FTA policy. The Company Employee Handbook states that this
9 policy of the company as to FTA is :

10
11 **Flexible Time Away (Regular Full-Time Exempt Employees)**

12 Under the Flexible Time Away Policy, the Company does not provide vacation
13 benefits, and no vacation time or other paid time off, except paid sick leave as required
14 by applicable law, will be accrued for regular full-time exempt employees. Rather,
15 regular full-time exempt employees will have the freedom to take Flexible Time Away,
16 with management approval, based upon individual desires without being dependent upon
17 a vacation balance. The Company expects each employee to determine for himself or
18 herself, consistent with his or her responsibilities, how much time can reasonably be
19 spent away from the office for purposes such as personal vacation, relaxation, or personal
20 or family needs. Because of the nature of our business, the Company cannot guarantee
21 how much time eligible employees will be able to take away from work and there is no
22 set number of days to which employees are entitled to take time away from the office
23 under this policy. Coordinate your Flexible Time Away with your supervisor and co-
24 workers, and give them at least two weeks of notice when you plan to be out, if possible.
25 Notwithstanding anything to the contrary, time away and/or out of office time is subject
26 to the approval of your manager and the Company reserves the right to deny any request
27 for time away or out of office time.
28

1 37. Later that same day around 11:18 a.m., CONG LI had a private meeting with
2 RICHARD HALL. In that meeting, CONG LI told RICHARD HALL that the company would
3 terminate him if he took his approved vacation from July 2 to 17, 2019. Then in a subsequent
4 private meeting, confirmed again that RICHARD HALL would be terminated if he took his pre-
5 approved vacation, told RICHARD HALL that RICHARD HALL was not to ask SHANSHAN
6 GUO, RAINBERRY's Head of HR based in Beijing, for any compensation for the
7 approximately \$10,000 he would forfeit for cancelling the vacation pursuant to the bookings
8 made for his vacation with a cruise company, hotels and airlines. In a meeting the following day,
9 RICHARD HALL asked CONG LI what reason had been given for the cancellation of his
10 vacation, CONG LI told him "there is no reason." At no time did CONG LI state that the reason
11 for this threat to terminate the vacation was due to poor work performance or related to the BT
12 Live Project.
13

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15 38. CONG LI asked RICHARD HALL to respond by the end of next day (*i.e.*, May
16 21, 2019) confirming he would cancel his vacation. CONG LI told RICHARD HALL that if he
17 did not cancel the vacation, "you will not be safe" and only if RICHARD HALL canceled the
18 vacation would he [Cong Li] "protect [HALL]." RICHARD HALL sent a confirming DingTalk
19 message to CONG LI restating what Cong had verbally told him. The email stated:
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23

24 Confirming my understanding from our meeting at 11:18am yesterday:
25 1) the company will terminate me if I take the previously approved vacation July
26 2-17
27 2) I am not to ask for any compensation for the ~\$10k I will forfeit as prepaid
28 costs
29 3) there was no reason given for why the vacation approval in March has been
30 reversed
31 Please simply reply yes if my understanding is correct, or correct the above. If
32 you do not respond I will assume these items (1)-(3) are correct.

1
2 39. In a subsequent verbal one-on-one conversation, COLG LI told RICHARD
3 HALL not to continue documenting these verbal conversations or “things will end badly for
4 you.”

5 40. On May 22, 2019, CONG LI told RICHARD HALL that CONG LI was planning
6 to transfer 3 of the 17 “reports” [individuals] that reported directly to RICHARD HALL if he
7 took his vacation; but that CONG LI would not perform this transfer unless RICHARD HALL
8 told him that he was cancelling his vacation by the end of the following day. This was a
9 threatened demotion. CONG LI further demanded an immediate response from RICHARD
10 HALL as to whether or not he still intended to take the Company-approved vacation. RICHARD
11 HALL asked for tome to decide until the end of the week (Friday May 24, 2019) to respond - as
12 this was a major family decision and he would need to consult his wife and children who would
13 be disappointed by the cancellation of their vacation and forfeiting of money paid for bookings.
14

15 41. On or about May 22 – 24, 2019, RICHARD HALL asked for additional time to
16 the end of the day on Monday, May 27, 2019, so he could discuss the vacation issue with his
17 prior manager, Justin Knoll, who had been on vacation from May 17 to May 24, 2019. CONG LI
18 made no mention that there was any issue about performance or work quality of RICHARD
19 HALL that could be the reason for this highly unusual situation of cancelling pre-approved
20 vacation.
21

22 42. On May 27, 2019, Justin Knoll advised RICHARD HALL that he had informed
23 Ms. Shanshan Guo, the head of HR in Beijing, PRC, about the matter and briefed her that it
24 [was] “highly unusual to cancel a vacation already approved in writing.”
25

26 43. On May 30, 2019, CONG LI called RICHARD HALL into a meeting and told
27 him that he could take his vacation. When RICHARD HALL asked him if this meant that he
28 would not be terminated, CONG LI flat out denied ever making such a threat.

1 44. CONG LI then followed up with an email to RICHARD HALL at 12:26PM, stating:

2
3 Cong Li <cong@tron.network>
To: Richard Hall <richard@tron.network>

Thu, May 30, 2019 at 12:26 PM

4 Richard,

5 This is a note that I have just had a 1:1 with you to clarify what I just sent ~30 mins ago.

6 In terms of your vacation approved by previous managers, please make decision by yourself, not by the new manager, i.e. me. However, you should let me know your decision as soon as possible, since it's long time absence, so I can plan the work. Please email me your decision when you have made.

7 Thanks.

8 45. On May 31, 2019, RICHARD HALL told CONG LI that he would take his
9 vacation. On that very same day, and after receiving the news that RICHARD HALL would take
10 his approved vacation, CONG LI told RICHARD HALL that RICHARD HALL was required to:
11 (1) Send daily status reports to CONG LI with no explanation given as their purpose or why that
12 is being done (which was essentially a "Probation"); and (2) RICHARD HALL would only be
13 the "*people manager*" for his three reports, Alvin Xu, Yue Fang and Tom Mao, and he was not
14 to manage or oversee their work. This was a demotion. CONG LI further told RICHARD HALL
15 that he was no longer responsible for overseeing their work on BTFS infrastructure, how BTFS
16 users would earn BTT cryptocurrency and TronGrid (a gateway providing access to upload files
17 to BTFS amongst other functionality). This greatly diminished the capacity of RICHARD HALL
18 to oversee the BTFS product, relegated to him to work on one small facet of the product that for
19 prior products had not even merited oversight by a product manager and was handled by
20 engineering. Again, no explanation was given for this change. This was yet another demotion.

21
22 46. RICHARD HALL was further told by CONG LI to only focus on writing a
23 Product Requirements Document or "PRD" for the BTFS integration into BitTorrent or uTorrent
24 clients, "nothing more." He was told that this must be completed by June 30, 2019. Again, no
25 explanation was given for these changes. No statement was ever made that these changes were
26 due to RICHARD HALL's work performance or issues that the company had with his work on
27
28

1 the BTFS project. Clearly, RICHARD HALL was being demoted because he had said he was
2 going to take his approved vacation as entitled to under RAINBERRY's FTA policy.

3 47. RICHARD HALL was threatened by CONG LI in a private meeting on June 7,
4 2019, "If you go tighter with me, I will go tighter with you. If you keep trying to set me up by
5 writing these emails [memorializing what I say verbally in these meetings] this will not end well
6 for you. I cannot protect you."
7

8 48. RICHARD HALL continued to perform his work at TRON. He completed writing
9 the Product Requirements Document (or "PRD") for the BTFS integration into BitTorrent or
10 uTorrent clients, as directed by CONG LI. Between May 31, 2019 and June 27, 2019, he was
11 never told by anybody at TRON that his work was below standards or was so poor as to warrant
12 termination. In this same time period, as the product manager for BTFS, RICHARD HALL still
13 recognized the risks and liability around BTFS and the potential for hosting inappropriate
14 content, including copyright-protected materials, on the network that was being set up by TRON,
15 especially after discussing these same concerns and issues with TRON colleague(s). RICHARD
16 HALL then sought out proposals from two law firms (specializing in copyright law) to give him
17 estimates for legal review of what RAINBERRY/TRON was preparing to do. After initial
18 consultations, RICHARD HALL advised CONG LI as well as BTFS team members Tom Mao
19 and Eric Chen that there were resulting risks that the product could not be delivered on the
20 timeline JUSTIN SUN had already "tweeted" to the world of a TestNet launch in Q2 and full
21 launch in Q1 2020. RICHARD HALL also identified significant risks to various team members
22 of the BTFS team that economic incentives pivotal to the successful adoption by users of BTFS
23 would be insufficient or risk being gamed by hackers with the company being defrauded.
24 RICHARD HALL was also well aware that it was vital that TRON not to host copyright-
25 protected or illegal/illicit material on TRON-controlled or TRON-operated servers or network
26 and that TRON could not be seen as encouraging the use of its software and services to pirate
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28

1 movies or other copyright-protected materials or illegal/illicit content (such as child porn).
2 RICHARD HALL sought estimates for preliminary legal review for the BTSF and BT Movie
3 product that would be marketed by Tron in order to protect the business interests of
4 RAINBERRY and protect it from criminal or civil exposure and to prevent any improper content
5 of which RAINBERRY management was aware. RICHARD HALL provided these legal
6 services estimates to CONG LI, who informed RICHARD HALL that he had run these expenses
7 and requests for services past JUSTIN SUN. RICHARD HALL provided an initial estimate of
8 \$10,000 but CONG LI summarily dismissed these concerns, stated that he had discussed these
9 concerns with JUSTIN SUN, and that no legal review would be done. RICHARD HALL also
10 informed Tom Mao and CONG LI that the BTFS MOVIE product name should be changed as
11 there must be no impression given that TRON was permitting or encouraging the sharing of
12 illegal content on the BTFS network.
13

14
15 49. In late June 2019, LUKASZ JURASZEK requested transfer to another TRON
16 Team. He was transferred to BTFS infrastructure under Zhimin He. LUKASZ JURASZEK
17 began working with Syeen Siying to update the IPFS client library to a new version. This was a
18 file sharing application. LUKASZ JURASZEK resolved the issues for Syeen Siying and TRON
19 with general praise for his contributions. In these meetings, LUKASZ JURASZEK again raised
20 concerns about the implications of TRON's potential lack of control over the actual content
21 allowed to be posted on the BTFS hosted on TRON's infrastructure and the possibility that third
22 parties could use the TRON application to be a platform to share illegally copyright -protected
23 content or materials, as well as illegal/illicit content. LUKASZ JURASZEK never received a
24 satisfactory concrete reply and generally received answers that were merely a "shrug of the
25 shoulders."
26

27 50. On June 27, 2019, RICHARD HALL was summarily told to go the uTorrent
28 meeting room at around 10:15 a.m. Tron HR Director Shanshan Guo was seated in the room with

1 papers. CONG LI then entered, and they told RICHARD HALL that he was being terminated
2 immediately. The only explanation given was that he was “not a fit.” Nothing was said about his
3 work performance. In conjunction with the facts and circumstances surrounding the subsequent
4 termination of LUKASZ JURASZEK, it became clear that RICHARD HALL was terminated
5 because he raised legitimate legal concerns about the actual or potential for BTFS and associated
6 BTFS Movie projects to be engaged in illegal activity and pirating of copyrighted material that
7 JUSTIN SUN did not want to have investigated because it would delay the launch and reveal the
8 illegal and nefarious activities in which the company was engaged. HALL’s prior
9 recommendations for “moderation” to be implemented for BT Live were also [apparently]
10 viewed by JUSTIN SUN as “obstructionist” because HALL repeatedly and continually
11 recommended that TRON not engage in illegal business activity. It was also clear that
12 RICHARD HALL was terminated because he was Caucasian, since the company hired a
13 replacement employee to do his work who was mainland Chinese.
14
15

16 51. During the rest of the month of July 2019, LUKASZ JURASZEK worked on
17 various TRON software development projects as part of the BTFS-Infra team. During this same
18 time frame, he also engaged in his semi-annual performance review process and received a
19 salary raise for a merit-based “excellent performance.”
20

21 52. On Sunday, July 28, 2019, CONG LI engaged in a DingTalk chat with BTFS-I
22 team members Jialiang Zhou, Jin Liu, LUKASZ JURASZEK, Syeen Sying, Richard Lee, Tom
23 Mao, “Honghai,” and Team Manager Zhimin He, as well as TRON software development team
24 members George Yu, Melissa Yuan, Ethan Zhang, Jimmy Liu and Robin Lai, from Mainland
25 China office. DEFENDANT CONG LI inquired aggressively about the BTFS Movie application
26 being “almost ready” for more than 4 +weeks. Zhimin He explained the reasons for delay, and
27 CONG LI exploded, stating: “That’s obviously not enough details. And I don’t think your plan is
28 concrete either.” CONG LI continued to express his frustrations about BTFS Movie. He

1 supposedly blamed other teams saying, "Now you are blaming being blocked by "soter?"
2 Really? (...) Can you do your own job without being tracked by others? (...) You own what you
3 own and you cannot get away from it." The last two weeks were complete failures (...)."
4 LUKASZ JURASZEK realized that the BTFS was no longer a "demo app," and again began to
5 step up his voicing concerns over the BTFS application and the potential for TRON's potential
6 lack of control over the actual content allowed to be posted on the BTFS which was at that time
7 was entirely hosted on TRON's infrastructure and the possibility that third parties could use the
8 TRON application to be a platform to share illegally copyright -protected content or materials, as
9 well as illegal/illicit content.

11 53. On the very next day, July 29, 2019, DEFENDANT CONG LI again followed up
12 with a DingTalk chat with BTFS-I team members Jialiang Zhou, Jin Liu, LUKASZ JURASZEK,
13 Syeen/Sying, Richard Lee, Tom Mao, Honghai Yu, and Team Manager Zhimin He, as well as
14 TRON software development team members George Yu, Melissa Yuan, Ethan Zhang, Jimmy
15 Liu and Robin Lai from the Mainland China office, CONG LI instructed Tom Mao and
16 Syeen/Sying and others to implement deployment of the BT Move application and "hand it off to
17 the "Mainland China office for implementation by end of July 2019." CONG LI, throughout the
18 day, continually requested updates on the transition.

20 54. On July 30, 2019, in another DingTalk chat meeting, CONG LI directed
21 Syeen/Sying to deploy the BT Movie application blockchain smart contract and shared the link
22 with the group, thereby making it a public accessible website.

24 55. On August 1, 2019, LUKASZ JURASZEK engaged in a meeting and others at
25 TRON also questioned the legality of the BT Movie application.

26 56. On August 5, 2019, LUKASZ JURASZEK was apprised at a meeting that he was
27 to receive a pay raise of \$5,000 per year, effective with the August 16, 2019 payroll-based upon
28 his satisfactory work performance review. On August 5, 2019, CONG LI complained to the

1 BTFS-I team in a Sprint team meeting that CONG LI was displeased with management and
2 oversight of the team by Zhimin He and stated this in a thoroughly unprofessional and
3 confrontational manner. After CONG LI departed the meeting (in order to allow frank
4 discussions between team members to promote team improvement aka “retrospective”),
5 LUKASZ JURASZEK raised the issue of overly aggressive management styles, which he felt at
6 least bordered on harassment and a hostile work environment. LUKASZ JURASZEK stated that
7 he was uncomfortable in this work environment. The issue of the lack of control by TRON over
8 the content of what was actually shared by outside third parties on TRON’s BTFS platform was
9 also discussed. LUKASZ JURASZEK stated in this Sprint Retrospection meeting that illegal
10 content could be downloaded, and consequently he was uncomfortable working on the project,
11 and that attorneys needed to be consulted to provide appropriate guidance before further work on
12 BT Movie should continue. LUKASZ JURASZEK also shared his opinion that clear boundaries
13 [needed] to be established between the senior management and the American-based BTFS
14 engineering team, stating, “We cannot get crap for the work we didn’t commit to. They [Chinese
15 employees from the TRON Beijing office and CONG LI] are complaining about the stuff that
16 was not even on our sprint, it’s unfair.”

19 57. On August 8, 2019, during regular work hours, LUKASZ JURASZEK was at his
20 work station that was adjacent to a conference room where he could hear loud quarrelling - most
21 of which was in the Chinese language. LUKASZ JURASZEK saw two sets of shoes under the
22 conference room door and then heard a loud commotion coming from the room and then what
23 seemed to sound like a punch, slap, or a strike of a hand. Within a few seconds, CONG LI
24 barged out of the conference room, When Cong Li was leaving the room, he opened the door
25 wide and LUKASZ JURASZEK saw Zhimin He apparently extremely disturbed and in an
26 awkward sitting position, leaning back - as if he’d just been struck. He’s face was red, his eyes
27 glossy, and he looked like something or someone had just hit him. After CONG LI hastily
28

1 departed the conference room, Zhimin He then ran out and chased Cong Li towards the BTT
2 conference room. LUKASZ JURASZEK then complained to fellow team members about this
3 incident immediately, saying, "This is crazy what's happening at this company. It goes on and
4 on. We gotta go to HR. If we don't do anything, nothing's gonna change. They just keep yelling
5 and fighting and nothing's gonna change. We gotta go to HR." LUKASZ JURASZEK
6 immediately met with Tiana Chan in HR and said "I need to talk to you right now." They went to
7 a conference room and informed Tiana Chan what had just happened. He also informed her,
8 "What's happening at this company is crazy!" and also "And it's not like it's the first time. The
9 way Cong [Li] talks to Zhimin [He] is unacceptable." Tiana Chan asked for other examples of
10 similar situations, which LUKASZ JURASZEK then provided her with specific examples. She
11 then stated that she would talk to CONG LI. Tiana Chan then reportedly spoke to CONG LI for
12 about 30-45 minutes. After that meeting, Tiana Chan spoke to LUKASZ JURASZEK and stated
13 that CONG LI was "very apologetic." JURASZEK responded that seeing CONG LI continually
14 and repeatedly "behaving like this for a long time makes me not trust his assurance."

15
16
17 58. On or about August 9, 2019, PLAINTIFFS are informed and believe and thereon
18 allege, that at the apparent behest of CONG LI, various emails and other communications on the
19 DingTalk BTFS-I channel were either "recalled," deleted or otherwise removed.

20
21 59. On August 12, 2019, CONG LI twice tried to contact LUKASZ JURASZEK on
22 "Slack," CONG LI already knew that it was LUKASZ JURASZEK who reported his
23 inappropriate managerial behavior to HR, and CONG LI informed Zhimin He that he was aware
24 it was LUKASZ JURASZEK and that he was going to "get him" and hold him to impossibly
25 high engineering standards" [that no one could possibly accomplish] and use that as CONG LI's
26 basis for firing LUKASZ JURASZEK. Zhimin He told LUKASZ JURASZEK of these threats
27 that very same day.
28

1 60. On August 12, 2019, LUKASZ JURASZEK the followed up with another
2 meeting with Tiana Chan in HR (with Ernesto Zelaya present) and TRON legal counsel. Erick
3 Ong, Esq., to discuss that issues about the CONG LI's inappropriate conduct towards employees
4 that were resulting in a hostile work environment, as well as the illegality of the BT Movie
5 application and the wrongful financial profiting by TRON from that illegal distribution. Tiana
6 Chan denied the open request of LUKASZ JURASZEK to record the meeting on his phone.
7 LUKASZ JURASZEK also reported that CONG LI had threatened that he would "hold [
8 LUKASZ JURASZEK] to impossibly high engineering standards" [that no one could possibly
9 accomplish] and use that as a basis for firing LUKASZ JURASZEK.
10

11 61. On August 13, 2019, LUKASZ JURASZEK attended a lunch meeting with
12 CONG LI and most of the BTFS Team. CONG LI denied that TRON participated in distribution
13 of illegal content uploaded using the TRON "BT Movie" application. CONG LI stated that the
14 BTFS Team "Should not worry about it," and that TRON was not responsible for what occurred
15 on the Chinese Mainland, because "we just did the engineering' [not the downloading of
16 distributing.].
17

18 62. Just minutes afterwards on that very same day, LUKASZ JURASZEK
19 investigated to determine if any illegal content could be downloaded. He was surprised to
20 discover that when he accessed the TRON "BT Movie" website, one of the movies available for
21 download turned out to be recently-released "The 2019 Lion King" [with Chinese subtitles]!!!
22 The "2019 Lion King" had only been out in American movie theatres for a matter of
23 approximately 2-3 weeks!! Other movies that were illegally pirated and distributed under this
24 fraudulent scheme were (and are) " Once Upon A Time in Hollywood," "Godzilla: King Of The
25 Monsters," "Hobbs & Shaw," "John Wick 3," "Avengers: Infinity Wars," "Ant-Man And The
26 Wasp," and "Black Panther,,: as well as many, many others.
27
28

1 63. On or about that very same day, August 13, 2019, LUKASZ JURASZEK spoke to
2 his supervisor Zhimin He to inquire as to “how he was doing” [after his confrontation with
3 CONG LI]. Zhimin He had called in sick and LUKASZ JURASZEK was concerned that
4 something bad had happened to him. LUKASZ JURASZEK told Zhimin He that CONG LI had
5 stated that very same day that legal advisors had previously approved the BTFS Project. Zhimin
6 He stated that was not true, that CONG LI was lying and Zhimin He instructed LUKASZ
7 JURASZEK to send a message to CONLG LI on the “Slack app” and confirm CONG LI’s lie in
8 writing, as CONG LI would later deny it. LUKASZ JURASZEK then requested Zhimin He to
9 advise when would be a good time for LUKASZ JURASZEK to take some vacation. Zhimin He
10 discussed it for some time with LUKASZ JURASZEK and then said that RICHARD HALL was
11 fired when he took vacation and LUKASZ JURASZEK should be careful.

12
13 64. On August 15, 2019, LUKASZ JURASZEK received a purported summary from
14 Tiana Chan of his Thursday, August 8, 2019 HR meeting with her – which was inaccurate and
15 incomplete. LUKASZ JURASZEK then memorialized and transmitted to Tiana Chan an accurate
16 summary of what had transpired, only to receive another email from HR warning about
17 “disrupting the workplace.” That e-mail chain disappeared from TRON’s email account less than
18 an hour later. Later on that very same late afternoon and evening of that very same day, the
19 TRON workstation systems for LUKASZ JURASZEK were not working and unstable, and
20 LUKASZ JURASZEK was informed that there were some “server maintenance issues.”
21 LUKASZ JURASZEK then discovered that others were using his TRON work-station
22 “hostname.” LUKASZ JURASZEK’s TRON emails also began to start being deleted or had
23 gone “missing.”

24 65. On the very next day, August 16, 2019, LUKASZ JURASZEK was advised that
25 further TRON system maintenance must be performed and LUKASZ JURASZEK was instructed
26 to leave his work laptop with the IT Department of TRON department over the weekend.
27
28

1 66. On August 19, 2019, LUKASZ JURASZEK performed his work functions but his
2 work laptop had not been returned. He used his own personal laptop at work that day.

3 67. On August 20, 2019, LUKASZ JURASZEK was called into a meeting with
4 CONG LI, Tina Chan and Erick Ong, Esq. wherein he was summarily terminated for supposedly
5 “sharing company information with [at least one] 3rd party.”
6

7 68. RAINBERRY’s wrongful actions against PLAINTIFFS, and each of them, as
8 alleged above, constitute unlawful employment practices in violation of the Fair Employment
9 and Housing Act, Gov’t Code Section 12940, *et.seq.* Likewise, Defendants’ policy and practice
10 of discrimination against PLAINTIFFS, and each of them, or failure to prevent such
11 discriminatory behavior/action as required by California law, and which DEFENDANT
12 attempted to gain an unfair advantage over competitors who complied with the law.
13

14 69. As a proximate result of these wrongful actions by Defendants against
15 PLAINTIFFS, and each of them, as alleged above, PLAINTIFFS, and each of them, have been
16 harmed in that PLAINTIFFS, and each of them, have each suffered the loss of the salary, wages,
17 tips and/or benefits that PLAINTIFFS, and each of them, would have received had each of
18 PLAINTIFF’s employment continued. As a result of such discrimination and consequent harm,
19 which is ongoing, each of the PLAINTIFFS has suffered damages in an amount to according to
20 proof, and including but not limited to the right to statutory attorneys’ fees and/or attorneys’ fee
21 for the public good and/or as a “private attorney general.”
22

23 70. As a proximate result of RAINBERRY’s discriminatory actions against
24 PLAINTIFFS, and each of them, as alleged above, each of the PLAINTIFFS have been harmed
25 in that each of the PLAINTIFFS, and each of them has suffered humiliation, mental anguish and
26 emotional distress arising from each of his/their fears and concerns over the loss of income,
27 which are ongoing, in an amount according to proof.
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FIRST CAUSE OF ACTION
DISCRIMINATION In Violation Of Fair Employment And Housing Act
("FEHA," Cal. Gov't. Code 12940 - Against All Defendants)

71. PLAINTIFFS, and each of them, reallege and incorporate herein by reference as if set forth in full all of the foregoing paragraphs.

72. DEFENDANTS, and each of them, by virtue of regularly employing five or more employees, were "employers" within the meaning of California Government Code § 12926. Defendants, and each of them, also retained sufficient control over the terms, conditions, and privileges of employment for PLAINTIFFS, and each of them, as to constitute "joint employers" under California law. Moreover, as alleged above, there is a sufficient unity of interest between Defendants as to treat them as alter egos of one another and hold them liable for each other's violations of law.

73. California Government Code § 12940 (j) provides that it is an unlawful employment practice for an employer to discriminate against an employee because of their race or ethnicity.

74. DEFENDANTS, and each of them, discriminated against Plaintiffs because they were Caucasian and the Defendants were Chinese and DEFENDANTS' preferred employees were mainland Chinese - born . They engaged in a campaign of terminating Caucasian employees as set forth in the paragraphs above and by the fact that the persons hired to replace the Plaintiffs were Chinese.

75. As a result of the foregoing, PLAINTIFFS each suffered harm and damages in the form of economic losses (including but not limited to wage and benefit loss) and non-economic losses (including but not limited to emotional distress). The emotional distress suffered and sustained by PLAINTIFFS, and each of them, includes but is not limited to anguish, fright, horror, nervousness, pain and suffering, grief, anxiety, worry, shock

1 humiliation and shame.

2 76. Defendants committed the acts herein alleged oppressively and maliciously,
3 with the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and
4 improper motive amounting to oppression, fraud and/or malice, and in conscious disregard of
5 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to
6 prevent the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY
7 knew about the harassment. By way of punishment of Defendants and for the sake of
8 example, PLAINTIFFS, and each of them is/are entitled to recover punitive damages from
9 Defendants pursuant to California Civil Code sections 3294.
10

11 77. As a direct, foreseeable, and proximate result of the acts of Defendants,
12 PLAINTIFFS have suffered damages in an amount according to proof at time of trial.
13

14 WHEREFORE, PLAINTIFFS, and each of them, pray for judgment against
15 Defendants as set forth below.

16 **SECOND CAUSE OF ACTION**

17 **Hostile Work Environment Harassment In Violation Of Fair Employment**
18 **And Housing Act ("FEHA," Cal. Gov't. Code §12940 - Against All Defendants)**

19 78. PLAINTIFFS, and each of them, reallege and incorporate herein by reference
20 as if set forth in full all of the foregoing paragraphs.
21

22 79. DEFENDANTS, and each of them, by virtue of regularly employing five or
23 more employees, were "employers" within the meaning of California Government Code
24 §12926. Defendants, and each of them, also retained sufficient control over the terms,
25 conditions, and privileges of employment for PLAINTIFFS, and each of them, so as to
26 constitute "joint employers" under California law. Moreover, as alleged above, there is a
27 sufficient unity of interest between Defendants as to treat them as alter egos and agents of one
28

1 another and hold them liable for each other's violations of law.

2 80. California Government Code § 12940(j)(1) provides that it is an unlawful
3 employment practice for "an employer...because of sex, gender, gender identity, gender
4 expression, [or] sexual orientation...to harass an employee...."

5 81. In the instant action, unlawful hostile work environment harassment is
6 revealed by the acts and omissions as alleged in the paragraphs above.

7 82. PLAINTIFFS, and each of them, repeatedly complained about the harassing
8 conduct; yet no corrective action was taken. In fact, instead of corrective action, the
9 employment of PLAINTIFFS, and each of them, was eventually terminated. Additionally, the
10 harassing conduct was engaged in by supervisors of RAINBERRY, rendering RAINBERRY
11 strictly liable for the harassment, regardless of whether or not any corrective action was taken
12 or not.

13 83. As a result of the foregoing, PLAINTIFFS each suffered harm and damages in
14 the form of economic losses (including but not limited to wage and benefit loss) and non-
15 economic losses (including but not limited to emotional distress). The emotional distress
16 suffered and sustained by PLAINTIFFS, and each of them, includes but is not limited to
17 anguish, fright, horror, nervousness, pain and suffering, grief, anxiety, worry, shock
18 humiliation and shame.

19 84. Defendants committed the acts herein alleged oppressively and maliciously,
20 with the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and
21 improper motive amounting to oppression, fraud and/or malice, and in conscious disregard of
22 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to
23 prevent the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY
24 knew about the harassment. By way of punishment of Defendants and for sake of example,
25 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from Defendants
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1 pursuant to California Civil Code sections 3294.

2 85. As a direct, foreseeable, and proximate result of the acts of Defendants,
3 PLAINTIFFS have suffered damages in an amount according to proof at time of trial.

4 WHEREFORE, PLAINTIFFS, and each of them, pray for judgment against
5 Defendants as set forth below.

6
7 **THIRD CAUSE OF ACTION**

8 **Retaliation In Violation Of FEHA (California Government Code Sections 12900, *et seq.* -
9 12940 - Against All Defendants)**

10 86. PLAINTIFFS reallege and incorporate herein by reference as if set forth in full
11 all of the foregoing paragraphs.

12 87. California Government Code section 12940(h) provides that it is an unlawful
13 employment practice "[for any employer. . . to discharge, expel, or otherwise discriminate
14 against any person because the person has opposed any practices forbidden under this part or
15 because the person has filed a complaint, testified, or assisted in any proceeding under this part."

16 88. The Fair Employment and Housing Commission's regulations provide: "It is
17 unlawful for an employer or other covered entity to demote, suspend, reduce, fail to hire or
18 consider for hire, fail to give equal consideration in making employment decisions, fail to treat
19 impartially in the context of any recommendations for subsequent employment which the
20 employer or other covered entity may make, adversely affect working conditions or otherwise
21 deny any employment benefit to an individual because that individual has opposed practices
22 prohibited by the Act or has filed a complaint, testified, assisted or participated in any manner in
23 an investigation, proceeding, or hearing conducted by the Commission or Department or their
24 staffs." (Cal. Code Regs., Title. 2, § 7287.8(a).)

25
26
27 89. In the present case, PLAINTIFFS, and each of them, repeatedly raised concerns
28 about actual or potential illegal actions concerning the BTFS project and the potential for

1 copyright violations, piracy of intellectual property, and child pornographic content being
2 displayed. In response, RAINBERRY, Inc., JUSTIN SUN, and/or CONG LI, jointly and/or
3 separately, engaged in a campaign of intimidation and threats that ultimately resulted in the
4 termination from employment of PLAINTIFFS, and each of them.

5
6 90. As a result of the foregoing, PLAINTIFFS suffered harm and damages in the form
7 of economic losses (including but not limited to wage and benefit loss) and non-economic losses
8 (including but not limited to emotional distress). The emotional distress suffered and sustained
9 by PLAINTIFFS, and each of them, includes but is not limited to anguish, fright, horror,
10 nervousness, pain and suffering, grief, anxiety, worry, shock humiliation and shame.

11 91. Defendants committed the acts herein alleged oppressively and maliciously, with
12 the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and improper
13 motive amounting to oppression, fraud and/or malice, and in conscious disregard of
14 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to prevent
15 the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY knew
16 about the harassment. By way of punishment of Defendants and for sake of example,
17 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from Defendants
18 pursuant to California Civil Code sections 3294.

19
20 92. As a direct, foreseeable, and proximate result of the acts of Defendants,
21 PLAINTIFFS have suffered damages in an amount according to proof at time of trial.

22
23 WHEREFORE, PLAINTIFFS, and each of them, pray for judgment against
24 Defendants as set forth below.

25 **FOURTH CAUSE OF ACTION**
26 **(Fraud and Deceit - Against All Defendants)**

27 93. PLAINTIFFS reallege and incorporate all of the foregoing paragraphs as though
28 fully set forth herein.

1 94. Defendants, and each of them, engaged in fraud and/or deceit against
2 PLAINTIFFS, and each of them, and PLAINTIFFS discovered that such acts were fraudulent
3 within the last three years.

4 95. Defendants, by and through their officers, directors, managers and other agents,
5 repeatedly made numerous false representations to PLAINTIFFS, and each of them, regarding
6 that they would be treated fairly and without any discriminatory animus, and that they would be
7 required to engage illegal or illicit activity, as well as the fact that RICHARD HALL would not
8 be terminated if he took his previously-approved vacation. In reality, RAINBERRY always had
9 an underlying motive and intent to profit from engaging in illegal or illicit activity and expected
10 its employees to not object, and when any employee (typically not mainland Chinese - born)
11 objected, it formed part of the motivating animus for termination of the employment of
12 PLAINTIFFS, and each of them. RAINBERRY made these misrepresentations knowing they
13 were false or with reckless disregard for their truth.
14
15

16 96. Despite the knowledge described above, Defendants suppressed these facts and
17 did not disclose them to PLAINTIFFS, and each of them, while having a legal duty to disclose
18 the same.

19 97. Defendants' false statements were made as statements of fact and were made with
20 the intent to induce PLAINTIFFS, and each of them, to accept the employment with
21 RAINBERRY, labor hours on Defendants' behalf, remain employed there despite the hostile
22 work environment which Defendants allowed to persist, and fail and refrain from any attempt to
23 seek legal redress for Defendants' other violations of law detailed herein.
24

25 98. PLAINTIFFS, and each of them, reasonably relied upon these misrepresentations
26 in accepting the employment/ with RAINBERRY.

27 99. As a direct and proximate result of her reliance, PLAINTIFFS, and each of them,
28 were harmed.

1 100. As a result of the foregoing, PLAINTIFFS, each suffered harm and damages in
2 the form of economic losses (including but not limited to wage and benefit loss) and non-
3 economic losses (including but not limited to emotional distress. The emotional distress suffered
4 and sustained by PLAINTIFFS, and each of them, includes but is not limited to anguish, fright,
5 horror, nervousness, pain and suffering, grief, anxiety, worry, shock humiliation and shame.
6

7 101. Defendants committed the acts herein alleged oppressively and maliciously, with
8 the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and improper
9 motive amounting to oppression, fraud and/or malice, and in conscious disregard of
10 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to prevent
11 the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY knew
12 about the harassment. By way of punishment of Defendants and for sake of example,
13 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from Defendants
14 pursuant to California Civil Code sections 3294.
15

16 102. As a direct, foreseeable, and proximate result of the acts of Defendants,
17 PLAINTIFFS, and each of them, have suffered damages in an amount according to proof at time
18 of trial.

19 WHEREFORE, PLAINTIFFS, and each of them, pray for judgment against
20 Defendants as set forth below.
21

22 **FIFTH CAUSE OF ACTION**
23 **(Whistleblower Retaliation In Violation Of Labor Code Section 1102.5 - Against**
24 **All Defendants)**

25 103. PLAINTIFFS reallege and incorporate all of the foregoing paragraphs as though
26 fully set forth herein.

27 104. California Labor Code §1102.5 (a), provides: "An employer . . . shall not make,
28 adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing

1 information . . . to another employee who has authority to investigate, discover, or correct the
2 violation or noncompliance . . . if the employee has reasonable cause to believe that the
3 information discloses a violation of state or federal statute, or a violation of or noncompliance
4 with a local, state, or federal rule or regulation, regardless of whether disclosing the information
5 is part of the employee's job duties.”

6
7 105. Additionally, California Labor Code § 1102.5(b)), provides: “[a]n employer . . .
8 shall not retaliate against an employee for disclosing information, or because the employer
9 believes that the employee disclosed or may disclose information, to a government or law
10 enforcement agency, to a person with authority over the employee or another employee who has
11 the authority to investigate, discover, or correct the violation or noncompliance, or for providing
12 information to, or testifying before, any public body conducting an investigation, hearing, or
13 inquiry, if the employee has reasonable cause to believe that the information discloses a violation
14 of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
15 regulation, regardless of whether disclosing the information is part of the employee's job duties

16
17 106. California Labor Code § 1102.5(c), provides: “[a]n employer, or any person
18 acting on behalf of the employer, shall not retaliate against an employee for refusing to
19 participate in an activity that would result in a violation of state or federal statute, or a violation
20 of or noncompliance with a local, state, or federal rule or regulation.”

21
22 107. Finally, Labor Code § 1102.5(f), provides: “In addition to other penalties, an
23 employer that is a corporation or limited liability company is liable for a civil penalty not
24 exceeding ten thousand dollars (\$10,000) for each violation of this section.”

25 108. In this case, violations of Labor Code section 1102.5 is revealed by:

26 (1) RAINBERRY employed PLAINTIFFS, and each of them;
27
28

1 (2) PLAINTIFFS, and each of them, repeatedly reported what each of them
2 reasonably believed to be illegal behavior and unlawful harassment by CONG LI and/or JUSTIN
3 SUN to RAINBERRY's Director of Human Resources;

4 (3) RAINBERRY took adverse employment actions against PLAINTIFFS, and each
5 of them. Indeed, RAINBERRY took the ultimate adverse action, summarily terminating the
6 employment of PLAINTIFFS (and, in the instance of LUKASZ JURASZEK, admitted its
7 retaliatory motive in terminating him from employment), and each of them; and

8 (4) The protected activities of PLAINTIFFS, and each of them, set forth in paragraph
9 (2) above, formed a substantial motivating factor in the decision to discharge and otherwise take
10 adverse action against PLAINTIFFS, and each of them. This is confirmed by the timing of
11 events, the way PLAINTIFFS, and each of them, was/were treated in comparison to similarly
12 situated workers, and CONG LI's own statements to Zhemin He, warning that JURASZEK's
13 "job is in jeopardy," immediately after LUKASZ JURASZEK's report to RAINBERRY Human
14 Resources of a hostile work environment. LUKASZ JURASZEK was terminated by
15 RAINBERRY less than a week(?) later, making good on this threat. Likewise, RICHARD HALL
16 was threatened by CONG LI in a private meeting on June 7, 2019, as alleged above at paragraph
17 47 of this Complaint For Damages.
18

19
20 109. In addition to the \$10,000 statutory penalty described above, Labor Code section
21 1105 permits PLAINTIFFS, and each of them, to seek all available tort remedies for violation of
22 this whistleblower statute, including but not limited to lost wages, front pay, emotional distress
23 damages, and punitive damages. PLAINTIFFS, and each of them, may also seek attorneys' fees
24 and costs pursuant to Cal. Labor Code § 218.5 [providing for unilateral fee-shifting and cost-
25 shifting in cases to recover lost wages or benefits].
26

27 110. Labor Code section 1103 makes a violation of Labor Code section 1102.5 a
28 misdemeanor.

1 111. In discharging PLAINTIFFS, and each of them, DEFENDANTS violated Labor
2 Code section 1102.5.

3 112. As a result of the foregoing, PLAINTIFFS each suffered harm and damages in the
4 form of economic losses (including but not limited to wage and benefit loss) and non-economic
5 losses (including but not limited to emotional distress. The emotional distress suffered and
6 sustained by PLAINTIFFS, and each of them, includes but is not limited to anguish, fright,
7 horror, nervousness, pain and suffering, grief, anxiety, worry, shock humiliation and shame.
8

9 113. Defendants committed the acts herein alleged oppressively and maliciously, with
10 the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and improper
11 motive amounting to oppression, fraud and/or malice, and in conscious disregard of
12 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to prevent
13 the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY knew
14 about the harassment. By way of punishment of Defendants and for sake of example,
15 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from Defendants
16 pursuant to California Civil Code sections 3294.
17

18 114. As a direct, foreseeable, and proximate result of the acts of Defendants,
19 PLAINTIFFS have suffered damages in an amount according to proof at time of trial.
20

21 WHEREFORE, PLAINTIFFS, and each of them, pray for judgment against
22 Defendants as set forth below.

23 **SIXTH CAUSE OF ACTION**

24 **(Wrongful Discharge In Violation Of Public Policy - Against All Defendants)**

25 115. PLAINTIFFS reallege and incorporate all of the foregoing paragraphs as though
26 fully set forth herein.

27 116. "[W]hen an employer's discharge of an employee violates fundamental principles
28 of public policy, the discharged employee may maintain a tort action and recover damages

COMPLAINT FOR DAMAGES FOR EMPLOYMENT DISCRIMINATION AND UNFAIR COMPETITION
(VIOLATION OF STATUTES)

1 traditionally available in such actions.” (*Tameny v. Atlantic Richfield Co.*, (1980) 27 Cal.3d 167,
2 170.) “[T]he cases in which violations of public policy are found generally fall into four
3 categories: (1) refusing to violate a statute; (2) performing a statutory obligation (3) exercising a
4 statutory right or privilege; and (4) reporting an alleged violation of a statute of public
5 importance.” (*Gantt, supra*, 1 Cal.4th at pp. 1090—1091, internal citations and footnote omitted,
6 overruled on other grounds in *Green v. Ralee Engineering Co.*, (1998) 19 Cal.4th 66, 80, fn. 6;
7 accord *Stevenson v. Superior Court*, (1997) 16 Cal.4th 880, 889.

9 117. “In the context of a tort claim for wrongful discharge, tethering public policy to
10 specific constitutional or statutory provisions serves not only to avoid judicial interference with
11 the legislative domain, but also to ensure that employers have adequate notice of the conduct that
12 will subject them to tort liability to the employees they discharge” (*Stevenson, supra*, 16
13 Cal.4th at p. 889.) “[A]n employee need not prove an actual violation of law; it suffices if the
14 employer fired him for reporting his ‘reasonably based suspicions’ of illegal activity.” (*Green,*
15 *supra*, 19 Cal.4th at p. 87, internal citation omitted.) “[A]n employer’s authority over its
16 employee does not include the right to demand that the employee commit a criminal act to
17 further its interests, and an employer may not coerce compliance with such unlawful directions
18 by discharging an employee who refuses to follow such an order. . . .” (*Tameny, supra*, 27 Cal.3d
19 at p. 178.) Employees in both the private and public sector may assert this claim. (See
20 *Shoemaker v. Myers* (1992) 2 Cal.App.4th 1407.)

21
22 118. In this case, the discharge of PLANTIFFS, and each of them, violated numerous
23 well-established public policies, including but not limited to the public policies against
24 discrimination and harassment embodied in the FEHA, the public policy prohibiting
25 whistleblower retaliation established by Labor Code section 1102.5 and FEHA, and the public
26 policies against tortious conduct like defamation and fraud, refusal to violate criminal statutes
27 (which have also been codified). All available tort remedies, including compensatory damages,
28

1 punitive damages, interest, and costs of suit, are available to PLAINTIFFS, and each of them, for
2 Defendants' violation(s) of law in this regard.

3 119. As a result of the foregoing, PLAINTIFFS each suffered harm and damages in the
4 form of economic losses (including but not limited to wage and benefit loss) and non-economic
5 losses (including but not limited to emotional distress). The emotional distress suffered and
6 sustained by PLAINTIFFS, and each of them, includes but is not limited to anguish, fright,
7 horror, nervousness, pain and suffering, grief, anxiety, worry, shock humiliation and shame.

8 120. Defendants committed the acts herein alleged oppressively and maliciously, with
9 the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and improper
10 motive amounting to oppression, fraud and/or malice, and in conscious disregard of
11 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to prevent
12 the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY knew
13 about the harassment. By way of punishment of Defendants and for sake of example,
14 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from Defendants
15 pursuant to California Civil Code sections 3294.

16 121. As a direct, foreseeable, and proximate result of the acts of Defendants,
17 PLAINTIFFS have suffered damages in an amount according to proof at time of trial.

18 WHEREFORE, PLAINTIFFS, and each of them, pray for judgment against
19 Defendants as set forth below.

20
21
22 **SEVENTH CAUSE OF ACTION**
23 **(Harassment in Violation of California Government Code Section 12940 - Against All**
24 **Defendants)**

25 122. PLAINTIFFS reallege and incorporate all of the foregoing paragraphs as though
26 fully set forth herein.

1 123. California Government Code Section 12940(j) provides that it shall be unlawful
2 for any employer to harass an employee “because of race, religious creed, color, national origin,
3 ancestry, physical disability, mental disability, medical condition, genetic information, marital
4 status, sex, gender, gender identity, gender expression, age, or sexual orientation. California
5 Government Code Section 12940(j) further provides that harassment of an employee “by an
6 employee, other than an agent or supervisor, shall be unlawful if the entity, or its agents or
7 supervisors, knows or should have known of this conduct and fails to take immediate and
8 appropriate corrective action. An employer may also be responsible for the acts of
9 nonemployees, with respect to sexual harassment of employees, applicants, or persons providing
10 services pursuant to a contract in the workplace, where the employer, or its agents or supervisors,
11 knows or should have known of the conduct and fails to take immediate and appropriate
12 corrective action.
13

14
15 124. PLAINTIFFS, and each of them, were employed by RAINBERRY when they,
16 and each of them, were/was being harassed by Defendants CONG LI and JUSTIN SUN.

17 125. PLAINTIFFS, and each of them, were/was subjected to unwanted harassing
18 conduct that included multiple unwanted comments, actions and harassment in the workplace.

19 126. The harassing conduct was so severe or pervasive that a reasonable person in each
20 of PLAINTIFF’S position would have considered the work environment to be hostile or abusive.

21 127. PLAINTIFFS, and each of them, considered the work environment to be hostile
22 or abusive.

23 128. Defendants JUSTIN SUN and CONG LI engaged in the harassing conduct.

24 129. Defendant RAINBERRY knew or should have known of the harassing conduct
25 and failed to take immediate and corrective action.
26
27
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1 130. In committing these actions, Defendants violated the Fair Employment and
2 Housing Act. PLAINTIFFS, and each of them, were harmed by the actions of Defendants. The
3 actions of Defendants were a substantial factor in causing harm to each PLAINTIFF.

4 131. DEFENDANTS committed the acts herein alleged oppressively and maliciously,
5 with the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and improper
6 motive amounting to oppression, fraud and/or malice, and in conscious disregard of the rights of
7 PLAINTIFFS, and each of them, in that Defendant RAINBERRY failed to take corrective action
8 to prevent the harassment of each of PLAINTIFFS, despite the fact that RAINBERRY knew
9 about the harassment. By way of punishment of DEFENDANTS and for sake of example,
10 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from
11 DEFENDANTS pursuant to California Civil Code sections 3294.

12 132. As a direct, foreseeable, and proximate result of the acts of DEFENDANTS,
13 PLAINTIFFS, and each of them, has suffered damages in an amount according to proof at time
14 of trial.

15 WHEREFORE, PLAINTIFFS, and each of them, prays for judgment against
16 Defendants as set forth below.

17
18
19 **EIGHTH CAUSE OF ACTION**
20 **(Failure To Prevent Harassment, Discrimination and Retaliation in Violation of**
21 **California Government Code Section 12940- Against DEFENDANTS)**

22 133. PLAINTIFFS reallege and incorporate all of the foregoing paragraphs as though
23 fully set forth herein.

24 134. California Government Code section 12940(k) provides that it shall be unlawful
25 for an employer to fail to take all reasonable steps necessary to prevent discrimination,
26 harassment and retaliation from occurring.

1 135. PLAINTIFFS, and each of them, were/was employed by RAINBERRY when
2 being harassed by Defendants CONG LI and JUSTIN SUN.

3 136. PLAINTIFFS, and each of them, were/was subjected to harassing and
4 discriminatory conduct because of each of their protected status as a whistleblower.

5 137. The harassing conduct directed at PLAINTIFFS, and each of them, was so severe
6 or pervasive that a reasonable person in each of PLAINTIFFS' position(s) would have
7 considered the work environment to be hostile or abusive.

8 138. PLAINTIFFS, and each of them, considered the work environment to be hostile
9 or abusive.

10 139. DEFENDANTS knew or should have known of the harassing and discriminatory
11 conduct and failed to take all reasonable steps necessary to prevent the occurrence of
12 discrimination and harassment.

13 140. In committing these actions, Defendants violated the Fair Employment and
14 Housing Act.

15 141. Defendants' failure to take reasonable steps to prevent discrimination and
16 harassment was a substantial factor in causing harm to PLAINTIFFS, and each of them.

17 142. As a result of the foregoing, PLAINTIFFS each suffered harm and damages in the
18 form of economic losses (including but not limited to wage and benefit loss) and non-economic
19 losses (including but not limited to emotional distress). The emotional distress suffered and
20 sustained by PLAINTIFFS, and each of them, includes but is not limited to anguish, fright,
21 horror, nervousness, pain and suffering, grief, anxiety, worry, shock humiliation and shame.

22 143. Defendants committed the acts herein alleged oppressively and maliciously, with
23 the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and improper
24 motive amounting to oppression, fraud and/or malice, and in conscious disregard of
25 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to prevent
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1 the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY knew
2 about the harassment. By way of punishment of Defendants and for sake of example,
3 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from Defendants
4 pursuant to California Civil Code sections 3294.

5
6 144. As a direct, foreseeable, and proximate result of the acts of Defendants,
7 PLAINTIFFS have suffered damages in an amount according to proof at time of trial.

8 WHEREFORE, PLAINTIFFS, and each of them, pray for judgment against
9 Defendants as set forth below.

10 **NINTH CAUSE OF ACTION**
11 **(Negligent Supervision - Against All Defendants)**

12 PLAINTIFFS, reallege and incorporate all of the foregoing paragraphs as though fully set
13 forth herein.

14
15 145. Defendant RAINBERRY knew, or reasonably should have known, that its
16 employees, and each of them, who were supervisors of PLAINTIFFS, and each of them, were
17 engaging in the unlawful behavior described and alleged herein.

18 146. At all times relevant hereto, Defendant RAINBERRY knew, or reasonably
19 should have known, that the conduct, acts and failures to act of all supervisors, agents and
20 employees as described herein violated the rights of each PLAINTIFF, under state and
21 municipal statutes, codes and ordinances.

22
23 147. At all times relevant herein, Defendant RAINBERRY knew, or reasonably
24 should have known, that the incidents, conduct, acts and failures to act as described herein
25 would and did proximately cause injury and harm to PLAINTIFFS, and each of them,
26 including but not limited to loss of sleep, anxiety, tension, depression, embarrassment,
27 discomfort and humiliation.

28 148. At all times relevant herein, Defendant RAINBERRY knew, or reasonably

**COMPLAINT FOR DAMAGES FOR EMPLOYMENT DISCRIMINATION AND UNFAIR COMPETITION
(VIOLATION OF STATUTES)**

1 should have known, that unless RAINBERRY intervened to protect PLAINTIFFS, and each
2 of them, and to adequately supervise, prohibit, control, regulate, discipline, and/or otherwise
3 penalize the conduct, acts, and failures to act of all supervisors, agents and employees as
4 alleged herein, said conduct, acts, and failures to act continue, thereby subjecting
5 PLAINTIFFS, and each of them, to personal injury, tortious injury and emotional distress.
6

7 149. Defendant RAINBERRY knew, or in the exercise of reasonable care should
8 have known, that unless RAINBERRY intervened to protect PLAINTIFFS, and each of them,
9 and to adequately supervise, prohibit, control, regulate, discipline, and/or otherwise penalize
10 the conduct, acts, and failures to act as described herein, Defendant RAINBERRY's failure to
11 so protect, supervise, intervene, prohibit, control, regulate, discipline, and/or otherwise
12 penalize said conduct would have the effect of encouraging, ratifying, condoning,
13 exacerbating, increasing and worsening said conduct acts, and failures to act.
14

15 150. At all times relevant herein, Defendant RAINBERRY had the power, ability,
16 authority, and duty to intervene, supervise, prohibit, control, regulate, discipline, and/or
17 otherwise penalize such conduct, acts, and failures to act of all supervisors, agents and
18 employees as alleged herein, or to otherwise protect PLAINTIFFS, and each of them.
19

20 151. Despite said knowledge, power and duty, Defendant failed negligently to act so
21 as to prevent, intervene, supervise, prohibit, control, regulate, discipline, and/or otherwise
22 penalize such conduct, acts, and failures to act of all supervisors, agents and employees as
23 alleged herein, or to otherwise protect PLAINTIFFS, and each of them.
24

25 152. As a direct, foreseeable, and proximate result of the failure of Defendant
26 RAINBERRY to protect PLAINTIFFS, and each of them, and to adequately prevent,
27 intervene, supervise, prohibit, control, regulate, discipline, and/or otherwise penalize such
28 conduct, acts, and failures to act of all supervisors, agents and employees as alleged herein,
said conduct, acts, and failures to act were perceived by them as, and in fact had the effect of,

1 encouraging, ratifying, condoning, exacerbating, increasing and worsening said conduct acts,
2 and failures to act.

3 153. At all times relevant herein, the failure of Defendant RAINBERRY to protect
4 PLAINTIFFS, and each of them, and to adequately prevent, intervene, supervise, prohibit,
5 control, regulate, discipline, and/or otherwise penalize such conduct, acts, and failures to act
6 of all supervisors, agents and employees as alleged herein violated the rights of each of
7 PLAINTIFFS, under Federal, State and Municipal statutes, codes and ordinances.

9 154. As a direct, foreseeable, and proximate result of Defendant RAINBERRY's
10 actions, PLAINTIFFS, and each of them, has suffered and will continue to suffer harm, pain
11 and suffering, and extreme and severe mental anguish and emotional distress, including but
12 not limited to loss of sleep, anxiety, tension, depression, embarrassment, discomfort and
13 humiliation; and PLAINTIFFS, and each of them, will continue to suffer loss of earnings and
14 other employment benefits and job opportunities. PLAINTIFFS, and each of them, are/is
15 thereby entitled to general and compensatory damages in amounts according to proof at time
16 of trial.

18 155. Defendants committed the acts herein alleged oppressively and maliciously,
19 with the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and
20 improper motive amounting to oppression, fraud and/or malice, and in conscious disregard of
21 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to
22 prevent the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY
23 knew about the harassment. By way of punishment of Defendants and for sake of example,
24 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from Defendants
25 pursuant to California Civil Code sections 3294.

27 WHEREFORE, PLAINTIFFS, pray for judgment against Defendant RAINBERRY as
28 set forth below.

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TENTH CAUSE OF ACTION
(Unfair Competition In Violation of California Business and Professions Code Sections 17200, et seq.- Against All Defendants)

156. PLAINTIFFS, and each of them, reallege and incorporate all of the foregoing paragraphs as though fully set forth herein.

157. California Business & Professions Code section 17200 (“Unfair Competition Law”) prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

158. PLAINTIFFS, and each of them, on his/their own behalf, and on behalf of the general public and others who are similarly situated, bring this claim pursuant to California Business & Professions Code sections 17200, et seq.

159. During all relevant time periods alleged herein, Defendant RAINBERRY committed unlawful, unfair, and/or fraudulent business acts or practices, as defined by California Business & Professions Code sections 17200, et seq., by engaging in the following:

- a. Wrongfully terminating or constructively terminating PLAINTIFFS, and each of them, in violation of public policy;
- b. Wrongfully terminating or constructively terminating PLAINTIFFS, and each of them, in violation of the FEHA;
- c. Wrongfully discriminating against PLAINTIFFS, and each of them, in violation of the FEHA
- d. Harassing PLAINTIFFS, and each of them, in violation of the FEHA;
- e. Failing to prevent the harassment and/or discrimination of PLAINTIFFS, and each of them, in violation of the FEHA;
- f. Negligently failing to act so as to prevent, intervene, supervise, prohibit, control, regulate, discipline, and/or otherwise penalize discriminatory or harassing conduct,

1 acts, and failures to act of all supervisors, agents and employees or to otherwise protect
2 PLAINTIFFS, and each of them,

3 150. As a direct, foreseeable, and proximate result of Defendant RAINBERRY's
4 unlawful, unfair, and/or fraudulent business acts or practices actions alleged herein,
5 Defendant RAINBERRY has received and continues to hold ill-gotten gains at the expense of
6 PLAINTIFFS, and each of them, as well as members of the public. RAINBERRY should be
7 made to disgorge its ill-gotten gains and restore such monies to PLAINTIFFS, and each of
8 them and other injured parties.

10 151. PLAINTIFFS, and each of them, is/are entitled to restitution pursuant to
11 California Business & Professions Code sections 17203 and 17208 for loss of earnings and
12 other employment and interest.

13 152. Defendants committed the acts herein alleged oppressively and maliciously,
14 with the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and
15 improper motive amounting to oppression, fraud and/or malice, and in conscious disregard of
16 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to
17 prevent the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY
18 knew about the harassment. By way of punishment of Defendants and for sake of example,
19 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from Defendants
20 pursuant to California Civil Code sections 3294.

23 153. As a direct, foreseeable, and proximate result of the acts of DEFENDANTS,
24 PLAINTIFFS, and each of them, has suffered damages in an amount according to proof at
25 trial.

26 154. PLAINTIFFS, and each of them, seek and is entitled to reimbursement,
27 declaratory relief, and any other appropriate remedy including attorneys' fees.

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ELEVENTH CAUSE OF ACTION

(Failure To Comply With Statutes Requiring Provision of Personnel File Upon Written Request From Employee - Against Defendant RAINBERRY, INC. [California Labor Code sections 1198.5, et seq.]

164. PLAINTIFFS reallege and incorporate herein by reference as if set forth in full all of the foregoing paragraphs as though fully set forth herein.

165. California Labor Code section 1198.5 provides, in pertinent part:

“(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30

1 calendar days to produce a copy of the records, as long as the agreed-upon
2 date does not exceed 35 calendar days from the employer's receipt of the
3 written request. Except as provided in paragraph (2) of subdivision (c), the
4 employer is not required to make those personnel records or a copy thereof
5 available at a time when the employee is actually required to render
6 service to the employer, if the requester is the employee.
7

8 * * * *

9 (c) (3) (A) With regard to former employees, make a former
10 employee's personnel records available for inspection, and, if requested by
11 the employee or his or her representative, provide a copy thereof, at the
12 location where the employer stores the records, unless the parties mutually
13 agree in writing to a different location. A former employee may receive a
14 copy by mail if he or she reimburses the employer for actual postal
15 expenses.
16

17 (B) (i) Notwithstanding subparagraph (A), if a
18 former employee seeking to inspect his or her personnel records was
19 terminated for a violation of law, or an employment-related policy,
20 involving harassment or workplace violence, the employer may comply
21 with the request by doing one of the following:
22

23 (I) Making the personnel records available
24 to the former employee for inspection at a
25 location other than the workplace that is
26 within a reasonable driving distance of the
27 former employee's residence.
28

1 (II) Providing a copy of the personnel
2 records by mail.

3 (ii) Nothing in this subparagraph shall limit
4 a former employee's right to receive a
5 copy of his or her personnel records.
6

7 166. On or about August 15, 2019 and August 21, 2019, PLAINTIFFS RICHARD
8 HALL and LUKASZ JURASZEK, respectively, each complied with California Labor Code
9 section 1198.5, and each transmitted in writing a letter to DEFENDANTS requesting a copy
10 of his personnel file from RAINBERRY. DEENDANTS failed to provide to RICHARD
11 HALL and/or LUKASZ JURASZEK their/his complete personnel file, and each of them, as
12 required by California Labor Code section 1198.5. RAINBERRY did not provide all
13 materials required by California Labor Code section 1198.5, including by not limited to
14 notices of commendation, warning, discipline, and/or termination; notices of layoff, leave of
15 absence, and vacation; and performance appraisals/reviews.
16

17 160. To date, DEFENDANT has failed to so comply with California Labor section
18 1198.5

19 161. Defendants committed the acts herein alleged oppressively and maliciously,
20 with the wrongful intent of injuring PLAINTIFFS, and each of them, from an evil and
21 improper motive amounting to oppression, fraud and/or malice, and in conscious disregard of
22 PLAINTIFFS' rights, in that Defendant RAINBERRY failed to take corrective action to
23 prevent the harassment of PLAINTIFFS, and each of them, despite the fact that RAINBERRY
24 knew about the harassment. By way of punishment of Defendants and for sake of example,
25 PLAINTIFFS, and each of them, is/are entitled to recover punitive damages from Defendants
26 pursuant to California Civil Code sections 3294.
27

28 167. As a direct, foreseeable, and proximate result of the acts of DEFENDANTS,

1 PLAINTIFFS, and each of them, has suffered damages in an amount according to proof at
2 trial.

3 168. PLAINTIFFS, and each of them seeks and is entitled to reimbursement of
4 declaratory relief and any other appropriate remedy including attorneys' fees.
5

6 **PRAYER FOR RELIEF**

7
8 WHEREFORE, PLAINTIFFS, and each of them, pray for judgment against each
9 Defendant, jointly and severally, as follows:

- 10 1. For compensatory damages for lost past and future wages and earnings and benefits,
11 including but not limited to back pay, front pay and other monetary relief, in an
12 amount according to proof, but estimated to be approximately \$5,000,000;
- 13 2. For general damages for humiliation, mental anguish and emotional distress,
14 according to proof;
- 15 3. For consequential damages, according to proof;
- 16 4. For damages for retaliatory incidents, according to proof;
- 17 5. For punitive damages, according to proof, in an amount to be fixed by the factfinder,
18 but approximated to be \$10,000,000;
- 19 6. For statutory penalties, according to proof;
- 20 7. For interest on the sum of damages awarded calculated from August 1, 2019 forward
21 to the date of judgment;
- 22 8. For declaratory and injunctive relief;
- 23 9. For prejudgment and post-judgment interest as provided by law; and
- 24 10. For reasonable attorney's fees, according to proof
- 25 11. For reasonable attorney's fees, pursuant to statute including but not limited to the
26 FEHA, Government Code section 12965(b), "private attorney general" statute and 42
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USC 1983;

12. For costs if suit herein incurred;

13. For civil penalties pursuant to the Labor Code and for all violations endured by
PLAINTIFFS, and each of them; and

14. For such other and further relief as the court deems just and proper.

Neither this prayer nor any other allegation or prayer in this Complaint is to be construed
as a request, under any circumstance, that would result in a request for attorneys' fees or costs
available under Cal. Lab. Code 218.5.

DEMAND FOR A JURY TRIAL

PLAINTIFFS, and each of them, hereby demand a trial by jury on each and every cause
of action for which she has a right thereto.

Dated: October 23, 2019

LAW OFFICES OF NORMAN La FORCE

By: Norman La Force
NORMAN La FORCE (SB#102772)

Dated: October 24, 2019

~~FITZGERALD LAW OFFICES~~

By: [Signature]
WILLIAM F. FITZGERALD (SB# 111544)

EXHIBIT A Series

RICHARD HALL



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

October 18, 2019

William Fitzgerald
946 Junipero Serra Blvd.
San Francisco, California 94132

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 201910-07968818
Right to Sue: HALL / RAINBERRY, INC et al.

Dear William Fitzgerald:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

October 18, 2019

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 201910-07968818
Right to Sue: HALL / RAINBERRY, INC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

October 18, 2019

RICHARD HALL
71 Vista Marin Drive
San Rafael, California 94903

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 201910-07968818
Right to Sue: HALL / RAINBERRY, INC et al.

Dear RICHARD HALL,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective October 18, 2019 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
 (Gov. Code, § 12900 et seq.)

5 **In the Matter of the Complaint of**
6 **RICHARD HALL**

DFEH No. 201910-07968818

7 Complainant,

8 vs.

9 **RAINBERRY, INC**
301 Howard Street 20th Floor
San Francisco, California 94105

10 **YUCHEN JUSTIN SUN JUSTIN SUN (aka**
11 **JUSTIN SUN, aka YUCHEN SUN, aka JUSTIN**
12 **YUCHEN SUN**
301 Mission Street #41D
San Francisco, California 94105

13 **CONG LI**

14 Respondents
15
16

17 1. Respondent **RAINBERRY, INC** is an **employer** subject to suit under the
18 California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

19 2. Complainant **RICHARD HALL**, resides in the City of **San Rafael** State of
20 **California**.

21 3. Complainant alleges that on or about **June 27, 2019**, respondent took the
22 following adverse actions:

23 **Complainant was discriminated against** because of complainant's national origin
24 (includes language restrictions) and as a result of the discrimination was terminated,
demoted.

25 **Complainant experienced retaliation** because complainant reported or resisted
26 any form of discrimination or harassment and as a result was terminated.

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Additional Complaint Details: I was fired for refusal to engage in illegal/unethical business practices (Retaliation) and because of my ethnic background (Discrimination).

1 VERIFICATION

2 I, **William Francis Fitzgerald**, am the **Attorney** in the above-entitled complaint. I
3 have read the foregoing complaint and know the contents thereof. The matters
alleged are based on information and belief, which I believe to be true.

4 On October 18, 2019, I declare under penalty of perjury under the laws of the State of
5 California that the foregoing is true and correct.

6 **San Francisco, CA**

LUKASZ JURASZEK



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

October 18, 2019

William Fitzgerald
946 Junipero Serra Blvd.
San Francisco, California 94132

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 201910-07970418
Right to Sue: JURASZEK / RAINBERRY, INC et al.

Dear William Fitzgerald:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

October 18, 2019

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 201910-07970418
Right to Sue: JURASZEK / RAINBERRY, INC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

October 18, 2019

LUKASZ JURASZEK
442 Costa Mesa Terrace Apt C
Sunnyvale, California 94085

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 201910-07970418
Right to Sue: JURASZEK / RAINBERRY, INC et al.

Dear LUKASZ JURASZEK,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective October 18, 2019 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**
7 **LUKASZ JURASZEK**

DFEH No. 201910-07970418

8 Complainant,

9 vs.

10 **RAINBERRY, INC**
11 301 Howard Street 20th Floor
12 San Francisco, California 94105

13 **YUCHEN JUSTIN SUN** (aka **JUSTIN SUN**, aka
14 **YUCHEN SUN**, aka **JUSTIN YUCHEN SUN**),
15 301 Mission Street #41D
16 San Francisco, California 94105

17 **CONG LI**

18 Respondents

19 1. Respondent **RAINBERRY, INC** is an **employer** subject to suit under the
20 California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

21 2. Complainant **LUKASZ JURASZEK**, resides in the City of **Sunnyvale** State of
22 **California**.

23 3. Complainant alleges that on or about **August 20, 2019**, respondent took the
24 following adverse actions:

25 **Complainant was discriminated against** because of complainant's national origin
26 (includes language restrictions) and as a result of the discrimination was terminated.

27 **Complainant experienced retaliation** because complainant reported or resisted
28 any form of discrimination or harassment, participated as a witness in a
discrimination or harassment complaint and as a result was terminated.

1 **Additional Complaint Details:** : I was fired for refusal to engage in illegal/unethical
2 business practices (Retaliation) and because of my ethnic background
3 (Discrimination).
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1 VERIFICATION

2 I, **William Francis Fitzgerald**, am the **Attorney** in the above-entitled complaint. I
3 have read the foregoing complaint and know the contents thereof. The matters
4 alleged are based on information and belief, which I believe to be true.

5 On October 18, 2019, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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San Francisco, CA

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, bar number, and address):
WILLIAM F. FITZGERALD (SB#111544)
FITZGERALD LAW OFFICES
946 Junipero Serra Boulevard
San Francisco, CA 94132
FitzgeraldWsi75@yahoo.com
TELEPHONE NO.: (415) 722-0673 FAX NO.: (415) 358-5662
ATTORNEY FOR (Name): PLAINTIFFS Richard Hall and Lukasz Juraszek

FOR COURT USE ONLY
FILED
Superior Court of California
County of San Francisco
OCT 28 2019
CLERK OF THE COURT
BY: J. Latorre Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS: 400 McAllister Street
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: MAIN - CIVIC CENTER

CASE NAME:
HALL v. RAINBERRY INC., a California corporation etc., et al

CIVIL CASE COVER SHEET
Unlimited (Amount demanded exceeds \$25,000)
Limited (Amount demanded is \$25,000 or less)
Complex Case Designation
Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
JGC-19-580304
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

- 1. Check one box below for the case type that best describes this case:
Auto Tort
Contract
Provisionally Complex Civil Litigation
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
Real Property
Unlawful Detainer
Judicial Review
Non-PI/PD/WD (Other) Tort
Employment
Enforcement of Judgment
Miscellaneous Civil Complaint
Miscellaneous Civil Petition

- 2. This case is or is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): ELEVEN (11)
5. This case is or is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 24, 2019
WILLIAM F. FITZGERALD (SB#111544)
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.