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ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**05/06/2025**  
Clerk of the Court  
BY: SAHAR ENAYATI  
Deputy Clerk

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

**CGC-25-625097**

J. GRACE de LEON, individually

Plaintiff,

v.

LUMA HEALTH, INC., a Delaware corporation;  
LH PARENT, INC., a Delaware corporation; LH  
TOPCO, LLC, a Delaware limited liability  
corporation; and DOES 1 through 50, inclusive.

Defendants.

Case No.

**COMPLAINT FOR DAMAGES**

1. Retaliation (Lab. Code §1102.5);
2. Retaliation (Lab. Code § 98.6);
3. Violation of the Equal Pay Act (Lab. Code §1197.5)
4. Gender/Sex Discrimination (Gov. Code §12940, et seq.);
5. FEHA Retaliation (Gov. Code §12940, et seq.);
6. Breach of Implied Covenant of Good Faith and Fair Dealing
7. Unfair Competition
8. Wrongful Termination in Violation of Public Policy

**DEMAND FOR JURY TRIAL**

1. Plaintiff J. GRACE de LEON ("Plaintiff"), an individual, brings this action against her former employer Defendant LUMA HEALTH, INC. ("Luma"), a Delaware corporation, LH PARENT, INC. ("LH Parent"), a Delaware corporation, LH TOPCO, LLC, ("LH TopCo"), a Delaware limited liability corporation, and DOES 1 through 50, inclusive, for unlawful discrimination, harassment, retaliation, and wrongful termination in violation of public policy, together ("Defendants" or "Company").

***PARTIES***

2. Plaintiff is, and at all times relevant to this action was, a resident of Seattle, Washington.

3. Plaintiff is informed and believes, and based thereon alleges, that Defendant Luma Health, Inc. is a Delaware corporation authorized to do business in California and conducting business in San Francisco, California.

4. Plaintiff is informed and believes, and based thereon alleges, that Defendant LH Parent, Inc. is a Delaware corporation authorized to do business in California and conducting business in San Francisco, California.

5. Plaintiff is informed and believes, and based thereon alleges, that Defendant LH TopCo, LLC is a Delaware limited liability corporation authorized to do business in California and conducting business in San Francisco, California.

6. The true names and capacities, whether individual, corporate, associate, or otherwise, of Does 1 through 50 ("Does"), inclusive and each of them, are not known to Plaintiff at this time. Such Does are legally responsible for the events and happenings described herein and for the damages proximately caused thereby. Plaintiff will seek the leave of the Court to amend this complaint to set forth the true names and capacities of any such Does when they have been ascertained.

7. On information and belief, at all times mentioned herein, Defendants, inclusive and each of them, including without limitation any Does, were acting in concert and participation with each other; were joint participants and collaborators in the acts complained of; and were the agents and/or employees of one another in doing the acts complained of herein, each acting within the course and scope of said agency and/or employment.

8. Luma, LH Parent, LH TopCo, and Does 1 through 50, inclusive, are collectively referred to hereafter as "Defendants."

***VENUE***

9. Venue is proper under California Code of Civil Procedure Section 395 since Defendants have a place of business in San Francisco County, California and on information and belief, the Parties entered into a contract in San Francisco, work was to be performed for Defendants located in San Francisco, and/or the obligation or liability arose in San Francisco.

1 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

2 10. Pursuant to Plaintiff's offer of Employment letter and Agreement, signed and dated by  
3 both parties on or about August 1, 2022, California law applies to her claims: "The terms of this letter  
4 agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this  
5 letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your  
6 employment with the Company or any other relationship between you and the Company (the "Disputes")  
7 will be governed by California law, excluding laws relating to conflicts or choice of law. You and the  
8 Company submit to the exclusive personal jurisdiction of the federal and state courts located in  
9 California in connection with any Dispute or any claim related to any Dispute."

10 11. On or about April 21, 2025, Plaintiff obtained a Right to Sue Letter from the California  
11 Civil Rights Department attached hereto as Exhibit A.

12 ***GENERAL ALLEGATIONS***

13 12. Plaintiff is a 40-year-old woman who began working for Defendant Luma as the Chief  
14 Financial Officer ("CFO") on or about September 7, 2022, until her wrongful termination on or about  
15 August 9, 2024.

16 13. In exchange for her employment, Defendants offered Plaintiff compensation, including  
17 salary, bonus, benefits, and equity. Defendants offered lower-level male employees more than double the  
18 amounts of equity offered to Plaintiff. Adnan Iqbal ("Iqbal"), Defendant's Chief Executive Officer  
19 ("CEO") stated this disparity was due to Plaintiff's inexperience as a first-time CFO. Defendants did not  
20 discount equity packages for first-time male executives.

21 14. Defendant promised Plaintiff that her equity would increase after one year of employment  
22 through the Management Incentive Plan. She relied on that promise.

23 15. Shortly after Plaintiff began employment, on or about September 2022, Senior Vice  
24 President of Revenue, Dave Smith, and his team attempted to push through approximately 64 fake upsell  
25 contracts in the Salesforce tracking system to meet his Q3 sales goal and achieve his maximum bonus.  
26 Plaintiff objected to falsifying the increase in revenue and the fraudulent bonus increase. She reported to  
27 Iqbal and Dave Smith that they could not book sales without both valid contracts and likely revenue or  
28 cash collection. Although Defendant ultimately rejected these upsell contracts, Dave Smith and Iqbal

1 began to retaliate against Plaintiff.

2 16. Throughout Plaintiff's time at the Company, Iqbal and Dave Smith pressured her to inflate  
3 Annual Recurring Revenue ("ARR") at the end of each quarter and to maximize bonuses for Dave Smith  
4 and his team. Iqbal and Dave Smith regularly sent Slacks to Plaintiff suggesting she adopt accounting  
5 methods that were inconsistent with Luma's regular practice, agreed-upon standards with lenders and  
6 investors, and Generally Accepted Accounting Principles ("GAAP").

7 17. Smith and Iqbal requested Plaintiff invent Annual Recurring Revenue based on contracts  
8 unlikely to generate revenue such as unsigned contracts, contracts with opt-out clauses, contracts with  
9 improbability of cash collection, and mischaracterization of one-time contracts as recurring revenue. On  
10 multiple occasions, Iqbal also attempted to bully Plaintiff into delaying recording customer churn so that  
11 the Company would appear to continue to be in contract with canceled customers, even after customers  
12 sent signed written notification of their cancelled contract and expressed dissatisfaction with the  
13 Company's products.

14 18. On or about March 2023, Defendants granted male leaders equity shares in the Company  
15 under the Management Incentive Program ("MIP"), but excluded all female leaders.

16 19. Throughout Plaintiff's employment, Defendant failed to pay women as much  
17 compensation, including salary, benefits, and/or equity, as similarly situated men across all departments.  
18 Jessica Hillis ("Hillis") and Elise Colonna ("Colonna"), members of the Company's Human Resources  
19 department, documented several exit interviews of former female employees complaining of unfair pay,  
20 unequal treatment and advancement, systemic firing of pregnant women, and sexually inappropriate  
21 jokes told by Iqbal and Smith.

22 20. On or about May 17, 2023, Company executives held a meeting with its Board of  
23 Directors ("Board"). As required by her job as the CFO, Plaintiff reported Defendant's factual first  
24 quarter 2023 financial performance to the Board. She reported true figures, which differed dramatically  
25 from the Company's forecasts, including lower sales, higher cash burn, higher research and development  
26 expenses, and lower customer retention.

27 21. The next day, Iqbal verbally berated Plaintiff for presenting true financial information. He  
28 yelled that she was a "terrible and inexperienced operator" and bullied her to "reframe" and put a "more

1 positive sales spin” to the numbers. After Iqbal screamed at and berated Plaintiff, she felt shaken and  
2 feared that he planned to fire her for reporting accurate information to the Board that she was required to  
3 present as part of her job.

4 22. Thereafter, Iqbal refused to engage with Plaintiff. At no time did Iqbal provide negative  
5 performance reviews on the quality of her work, but he canceled meetings with Plaintiff, failed to  
6 respond to her questions, and stalled or delayed providing any feedback, making it more difficult for  
7 Plaintiff to do her job.

8 23. Iqbal began a campaign to publicly intimidate and humiliate Plaintiff. He set up job  
9 interviews for three candidates with a CFO background and presented these candidates to the leadership  
10 team. When Plaintiff asked why the team was interviewing other CFOs (her job), Iqbal dismissed her  
11 question.

12 24. In December 2023, the Company hired a new Chief Operating Officer (“COO”), Ed  
13 Furlong (“Furlong”). Defendants effectively demoted Plaintiff, forcing her to report to Furlong, when  
14 she had previously reported to the CEO. Furlong worked to systematically disempower Plaintiff and  
15 other female leaders in the company. He usurped Plaintiff’s work with the Board and presented  
16 Plaintiff’s monthly financial slides to the Board as his own. Iqbal and Furlong silenced Plaintiff at  
17 quarterly board meetings. Furlong stalled and delayed progress in Plaintiff’s contract negotiations with  
18 key customers and vendors.

19 25. Furlong repeatedly told Plaintiff that Iqbal’s goal was to “stall Alex Mason” Chairman of  
20 the Board (“Mason”), in his demands for cost savings. Furlong forced Plaintiff to publish aggressive  
21 revenue forecasts that the executive team knew were unattainable. For example, Furlong forced Plaintiff  
22 to present rapidly growing quarterly sales for the Company’s largest customer, NextGen, even though  
23 Next Gen published its own declining future quarterly sales forecasts.

24 26. On or about February 2024 Plaintiff reported to Furlong and Iqbal that she had less equity  
25 than her male SVP counterparts. Furlong and Iqbal ignore Plaintiff’s requests to remedy the disparate  
26 pay and further discriminate against women executives by systematically terminating and demoting  
27 them.

28 27. On or about April 2024, Iqbal asked Plaintiff to record a fake sales contract that would

1 inflate the Company's revenue for the quarter. She refused.

2 28. In retaliation for her refusal, Iqbal again publicly berated Plaintiff in front of the  
3 leadership team, saying she was incapable of performing her job. At that same meeting, in a loud, harsh  
4 and harassing manner, Iqbal, yelled, "OPTICS, OPTICS, OPTICS" at Plaintiff in front of the executive  
5 team and Brittany Gardner ("Gardner"), Chief of Staff.

6 29. On or about April 3, 2024, Plaintiff met with Senior Associate at FTV Capital, Adam  
7 Motani ("Motani"), the private equity firm that owns Defendant Company. Plaintiff learned that Smith  
8 and Iqbal had overridden her and approved non-standard contracts, allowing customers to significantly  
9 delay cash payments to the Company by including "bill upon go live" terms. On information and belief  
10 Smith and Iqbal made these decisions to appear they were meeting their quarterly revenue quota. Motani  
11 expressed anger and frustration and explicitly and firmly instructed Plaintiff never to allow the Company  
12 to approve unprofitable contracts in the future.

13 30. Throughout Spring 2024, Furlong continued to approve many of these non-standard sales  
14 contracts so the Company would appear to meet its sales goals. Plaintiff objected via Slack and in Zoom  
15 calls. She flagged a series of unprofitable contracts, but Furlong overrode her objections by approving  
16 those contracts. At this point, Plaintiff's refusal to provide false data and refusal to ignore the explicit  
17 instruction of the board put a target on her back.

18 31. During that same time period, Plaintiff reported to Furlong that the Company was out of  
19 compliance with Brazilian and United States tax laws for their international workers. Plaintiff consulted  
20 with multiple external tax and legal consultants who estimated a material liability that Defendant owed to  
21 the Brazilian government and a material increase in research & development expenses, unless  
22 precautionary actions were taken.

23 32. On or about May 31, 2024, Plaintiff followed up with Furlong regarding the Brazil  
24 compliance issue. She continued to follow up multiple times over a period of approximately three  
25 months. In writing, Furlong expressed fear of sharing this information with the Board.

26 33. On or about May 15, 2024, the Board requested details on the reasons the Company had  
27 lower sales bookings yet higher sales and marketing expenses in 2024. Plaintiff reported factual data on  
28 sales efficiency ratios.

34. In response, Iqbal swore at Plaintiff. He said “this whole slide needs to be reoriented to lead with and deliver the punchline, Luma will achieve 1.1 bookings-to-S&M ratio in 2025.” He further disparaged Plaintiff’s work and ethics, “Current version reads like we’re shitting on ourselves... ‘reduction in efficiency’... for fuck’s sake.”

35. On or about July 16, 2024, Defendants terminated Plaintiff’s employment allegedly due to the elimination of the role of CFO; however, Defendants appointed a “controller” who took over Plaintiff’s duties. The Company clearly retaliated against Plaintiff for refusing to falsify revenue and wanted Plaintiff out of the way so she could no longer object to unlawful behavior. Defendants admitted verbally and in writing that the termination was not due to Plaintiff’s performance.

36. Furlong stated her termination would be effective August 31, 2024 and requested she help the Company transition. Plaintiff agreed.

37. On or about August 1, 2024, Plaintiff advised the company she had secured legal counsel.

38. In retaliation for obtaining legal counsel, the following day, on or about, Friday August 2, 2024, Furlong dropped an impossible workload on Plaintiff.

39. After working all weekend, on or about Monday August 5, 2024, and the day before Plaintiff was scheduled to present the Brazil tax compliance issue to the leadership team, Iqbal and Furlong cut her access to all Company systems, including email, files, Salesforce, NetSuite, and Google, thus preventing her from presenting compliance issues the following day.

40. The Company stopped her pay on or about August 9, 2024.

### ***FIRST CAUSE OF ACTION***

*Retaliation in Violation of Labor Code §1102.5, et seq.*

*Whistleblower Protection*

*(Against All Defendants)*

41. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

42. Labor Code § 1102.5 establishes, among other things, that an employer shall not retaliate against an employee for disclosing information to a person with authority over the employee any

1 potential violation of state or federal statute, or a violation of or noncompliance with a local, state, or  
2 federal rule or regulation.

3 43. At all relevant times, Plaintiff was an employee of Defendant.

4 44. As describes above, Plaintiff complained to her supervisor, the CEO, the Board of  
5 Directors, and other employees of Defendants with authority over her that Defendants paid her less  
6 equity than male employees, that Defendants reported false and inflated fraudulent revenue to the Board,  
7 and that Defendants repeatedly violated federal and Brazilian tax law.

8 45. Plaintiff had reasonable cause to believe that the Company's actions violated the law,  
9 including but not limited to, intentional and negligent misrepresentation, fraud under California Civil  
10 Code §1572 and §3294, Breach of the Implied Covenant of Good Faith and Fair Dealing; Equal Pay Act  
11 in Violation of Lab. Code §1197.5; and IRS Code §6663.

12 46. The above complaints, whether considered separately or individually, were a substantial  
13 factor in Defendants' decision to terminate Plaintiff.

14 47. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

15 48. As a direct and proximate result of the above violations, Plaintiff has suffered damages in  
16 the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an  
17 amount to be proven at trial.

18 49. As a further direct and proximate result of Defendant's wrongful termination of Plaintiff,  
19 Plaintiff suffered and continues to suffer, deep anxiety, depression, panic attacks, humiliation,  
20 embarrassment, mental anguish, and emotional and physical distress.

21 50. The conduct of Defendant was malicious, fraudulent, or oppressive and done with a  
22 willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors,  
23 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled  
24 to punitive damages against Defendant.

25 51. Pursuant to Labor Code §1102.5(j), Plaintiff seeks to recover attorneys' fees and costs  
26 incurred in this action.

27 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.  
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1 ***SECOND CAUSE OF ACTION***

2 *Retaliation in Violation of Labor Code § 98.6*

3 *(Against All Defendants)*

4 52. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
5 forth in this Complaint.

6 53. Labor Code § 98.6 establishes, among other things, that employers may not “discharge an  
7 employee or in any manner discriminate, retaliate, or take any adverse action against any employee”  
8 because the employee has made “a written or oral complaint that he or she is owed unpaid wage” or has  
9 exercised rights under the Labor Code.

10 54. At all relevant times, Plaintiff was an employee of Defendant.

11 55. As described above, Plaintiff complained to her supervisor and the CEO that Defendants  
12 paid her less equity than male employees.

13 56. Plaintiff had reasonable cause to believe that the Company’s actions violated the law,  
14 including but not limited to a violation of the Equal Pay Act, Lab. Code §1197.5.

15 57. The above complaints, whether considered separately or individually, were a substantial  
16 factor in Defendants’ decision to terminate Plaintiff.

17 58. As a direct and proximate result of the above violations, Plaintiff has suffered damages in  
18 the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an  
19 amount to be proven at trial.

20 59. As a further direct and proximate result of Defendant’s wrongful termination of Plaintiff,  
21 Plaintiff suffered and continues to suffer, deep anxiety, depression, panic attacks, humiliation,  
22 embarrassment, mental anguish, and emotional and physical distress.

23 60. The conduct of Defendant was malicious, fraudulent, or oppressive and done with a  
24 willful and conscious disregard for Plaintiff’s rights. Defendant and its agents/employees or supervisors,  
25 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled  
26 to punitive damages against Defendant.

27 61. Pursuant to Labor Code §1102.5(j), Plaintiff seeks to recover attorneys’ fees incurred in  
28 this action.

1 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

2 ***THIRD CAUSE OF ACTION***

3 *Equal Pay Act Violation (Lab. Code §1197.5)*

4 *(Against All Defendants)*

5 62. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
6 forth in this Complaint.

7 63. Defendants paid Plaintiff less salary, bonus, and/ or equity than male employees working  
8 for Defendants.

9 64. Plaintiff was performing substantially similar work as her male counterparts, considering  
10 the overall combination of skill, effort, and responsibility required.

11 65. Plaintiff was working under similar working conditions as other similarly situated males.

12 66. The conduct of Defendant was malicious, fraudulent, or oppressive and done with a  
13 willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors,  
14 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled  
15 to punitive damages against each of said Defendants.

16 67. Pursuant to Labor Code §218.5, Plaintiff seeks to recover attorneys' fees and costs  
17 incurred in this action.

18 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

19 ***FOURTH CAUSE OF ACTION***

20 *Gender/Sex Discrimination in Violation of FEHA*

21 *(Government Code § 12940, et seq.)*

22 *(Against All Defendants)*

23 68. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
24 forth in this Complaint.

25 69. At all relevant times, Plaintiff was employed by Defendant.

26 70. Defendants engaged in a pattern and practice of unlawful discrimination in violation of  
27 FEHA in connection with the terms and conditions of Plaintiff's employment.  
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1           71. Plaintiff, a female, was discriminated against due to her sex, i.e., Plaintiff's sex was a  
2 substantial factor in the decision to terminate her employment and some or all of Plaintiff's former duties  
3 were transferred to a male employee.

4           72. Defendants exhibited a pattern and practice of terminating, demoting, and disciplining  
5 females. Defendants ignored, dismissed, cursed, berated, and yelled at Plaintiff in front of the entire  
6 leadership team because she is female. Defendants allowed male employees to present Plaintiff's work  
7 as their own and refuse to collaborate with Plaintiff because she is female. Defendants further  
8 discriminated against Plaintiff based on gender by paying Plaintiff less compensation than male  
9 employees in lower-ranking roles.

10          73. Defendants had actual and/or constructive knowledge of the discriminatory conduct alleged  
11 herein and ratified and/or participated in the discrimination.

12          74. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

13          75. As a direct and proximate result of the above violations, Plaintiff has suffered damages in  
14 the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an  
15 amount to be proven at trial.

16          76. As a further direct and proximate result of the Defendants' wrongful termination of  
17 Plaintiff, Plaintiff suffered and continues to suffer, deep anxiety, depression, panic attacks, humiliation,  
18 embarrassment, mental anguish, and emotional and physical distress.

19          77. The conduct of Defendant was malicious, fraudulent, or oppressive and done with a  
20 willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors,  
21 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled  
22 to punitive damages against Defendant.

23          78. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government  
24 Code § 12965(b).

25          WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.  
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1 ***FIFTH CAUSE OF ACTION***

2 *Gender/Sex Retaliation in Violation of FEHA*

3 *(Government Code § 12940, et seq.)*

4 *(Against All Defendants)*

5 79. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
6 forth in this Complaint.

7 80. Defendants engaged in a pattern and practice of unlawful discrimination in violation of  
8 FEHA in connection with the terms and conditions of Plaintiff's employment.

9 81. As alleged above, Plaintiff complained about male employees receiving higher equity and  
10 bonus structure, complained about women employees the company targeted for termination because they  
11 returned from maternity leave, and complained about the company's intentional demotion of women  
12 from the leadership team.

13 82. Plaintiff's complaints were a substantial factor in the decision to terminate her  
14 employment.

15 83. Defendants had actual and/or constructive knowledge of the retaliatory conduct alleged  
16 herein and ratified and/or participated in the retaliation.

17 84. As a direct and proximate result of the above violations, Plaintiff has suffered damages in  
18 the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an  
19 amount to be proven at trial.

20 85. As a further direct and proximate result of the Defendants' wrongful termination of  
21 Plaintiff, Plaintiff suffered and continues to suffer, deep anxiety, depression, panic attacks, humiliation,  
22 embarrassment, mental anguish, and emotional and physical distress.

23 86. The conduct of Defendant was malicious, fraudulent, or oppressive and done with a  
24 willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors,  
25 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled  
26 to punitive damages against Defendant.

27 87. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government  
28

1 Code § 12965(b).

2 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

3 ***SIXTH CAUSE OF ACTION***

4 ***Breach of Implied Covenant of Good Faith and Fair Dealing***

5 ***(Against All Defendants)***

6 88. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
7 forth in this Complaint.

8 89. The Parties entered into an employment agreement whereby, in exchange for Plaintiff's  
9 work, Defendants promised to pay her salary, bonus, benefits, and equity in the Company. Defendants  
10 further promised that after one year of employment with the Company, she would have the opportunity to  
11 receive additional equity.

12 90. Implied in every contract is the covenant that each party will act in good faith and deal  
13 fairly with each other party to the contract and will do nothing to deprive any party of the contractual  
14 benefits due under the contract.

15 91. Plaintiff has performed all obligations on her part under the agreement except as to those  
16 provisions that were impossible to perform or that she was prevented from performing by virtue of  
17 Defendants' conduct.

18 92. Defendants breached the implied covenant and acted in bad faith by, among other things,  
19 issuing Plaintiff equity in lesser amounts than the contracted for amount by not increasing her equity to  
20 the market rate after a year of employment, terminating Plaintiff to retaliate against her for complaining  
21 about Defendants' failure to issue all promised equity; as well as terminating Plaintiff to prevent her from  
22 vesting in additional equity.

23 93. As a direct and foreseeable result of Defendants' breach, Plaintiff has suffered and will  
24 continue to suffer damages in the form of lost stock options, stock, equity and other employment related  
25 benefits.

26 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.  
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1 **SEVENTH CAUSE OF ACTION**

2 *Unfair Competition (Cal. Bus. & Prof. Code §17200, et seq.)*

3 *(Against All Defendants)*

4 94. The allegations set forth in all preceding paragraphs of this Complaint are hereby  
5 incorporated by this reference as if fully set forth again herein.

6 95. Defendants engaged in business practices, offer their goods and services for sale, and  
7 advertise their goods and services within California. As such, Defendants have a duty to comply with the  
8 provisions of the Unfair Business Practices Act as set forth in the California Business & Professions  
9 Code § 17200, et seq. (the "UCL"), which Act prohibits, unlawful, unfair, and/or fraudulent business acts  
10 or practices. An "unlawful" business practice includes any violation of the law.

11 96. As described above, Defendants' conduct was unlawful, unfair, and/or fraudulent business  
12 because it violated the above referenced statutes, regulations and laws.

13 97. Defendants' conduct, as alleged above, directly harmed Plaintiff in that Plaintiff has  
14 suffered and will continue to suffer damages in the form of lost stock options, stock, equity and other  
15 employment related benefits.

16 98. As a result of Defendants' unfair business practices, Defendants have reaped unfair  
17 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants' utilization  
18 of such unfair business practices constitutes unfair competition and provides an unfair advantage over  
19 Defendants' competitors. Defendants should be made to disgorge their ill-gotten gains and restore such  
20 monies to Plaintiff.

21 99. Defendants' unfair business practice entitles Plaintiff to seek preliminary and permanent  
22 injunctive relief, including but not limited to order that the Defendants' account for, disgorge and restore  
23 to Plaintiff the compensation unlawfully withheld from him and for which Defendants were unjustly  
24 enriched.

25 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.  
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1 ***EIGHTH CAUSE OF ACTION***

2 ***Wrongful Termination in Violation of Public Policy***

3 ***(Against All Defendants)***

4 100. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
5 forth in this Complaint.

6 101. At all relevant times, Plaintiff was employed by Defendants.

7 102. Defendant terminated Plaintiff in violation of public policy of the United States and  
8 California, which includes, but is not limited to, the California Labor Code (§ 98.6 and 1102.5), FEHA  
9 (Gov. Code § 12940, etc. seq.), Fraud (Civil Code §1572 and §3294), Breach of the Implied Covenant of  
10 Good Faith and Fair Dealing; Equal Pay Act (Lab. Code §1197.5); and IRS Code §6663.

11 103. Plaintiff's refusal to present false revenue to the Board, refusal to approve sham contracts,  
12 continued reporting of gender inequity in employee compensation, and insistence on reporting potential  
13 tax compliance issues, among others, was a substantial factor in Defendant's decision to discharge Plaintiff.

14 104. Defendants further terminated Plaintiff to prevent her from vesting in additional equity, to  
15 avoid paying her equity, to avoid paying her equal to similarly situated males, and in retaliation against  
16 her for complaining about Defendants' failure to issue all promised equity.

17 105. This discharge was a substantial factor in causing Plaintiff's harm.

18 106. As a direct and proximate result of the above violations, Plaintiff has suffered damages in  
19 the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an  
20 amount to be proven at trial.

21 107. As a further direct and proximate result of the Defendant's wrongful termination of  
22 Plaintiff, Plaintiff suffered and continues to suffer, deep anxiety, depression, panic attacks, humiliation,  
23 embarrassment, mental anguish, and emotional and physical distress.

24 108. The conduct of Defendant was malicious, fraudulent, or oppressive and done with a  
25 willful and conscious disregard for Plaintiff's rights. Defendant and its agents/employees or supervisors,  
26 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled  
27 to punitive damages against Defendant.

28 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and each of them, as  
3 follows:

- 4 1. Compensatory damages including emotional distress damages and lost wages, benefits,  
5 and interest in a sum according to proof;  
6 2. Liquidated damages in as sum according to proof;  
7 2. Interest on judgment, including prejudgment interest, at the legal rate;  
8 3. Punitive damages in a sum according to proof;  
9 4. Attorney's fees and costs; and  
10 5. For any further legal and equitable relief, the Court deems proper.

11 Dated: May 6, 2025.

12 **RATNER MOLINEAUX, LLP**

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14 \_\_\_\_\_  
15 David S. Ratner  
16 Shelley A. Molineaux  
17 Attorneys for Plaintiff J. GRACE de LEON  
18  
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20 **DEMAND FOR TRIAL BY JURY**

21 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff, on behalf of herself,  
22 respectfully demands a trial by jury.

23 Dated: May 6, 2025.

24 **RATNER MOLINEAUX, LLP**

25 

26 \_\_\_\_\_  
27 David S. Ratner  
28 Shelley A. Molineaux  
Attorneys for Plaintiff J. GRACE de LEON