

ORANGE COUNTY EMPLOYMENT LAW FIRM PC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

SIMEON HUNTER a.k.a. JOHN
ROE II,

Plaintiff,

vs.

RIVIAN AUTOMOTIVE, LLC, a
Delaware Limited Liability
Company; MARK DACHNER, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2020-01148589-CU-WT-CJC

**PLAINTIFF SIMEON HUNTER a.k.a.
JOHN ROE II'S FIRST AMENDED
COMPLAINT FOR DAMAGES FOR:**

- 1. FALSE ADVERTISING UNDER CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17500, et seq.;**
- 2. UNFAIR BUSINESS PRACTICES UNDER CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, et seq. FEDERAL TRADE COMMISSION ACT;**
- 3. RETALIATION IN VIOLATION OF LABOR CODE §§ 1102.5, 4325.5;**
- 4. RETALIATION IN VIOLATION OF LABOR CODE § 6310;**
- 5. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY, PUBLIC SAFETY, LABOR CODE § 4325.5;**
- 6. DISCRIMINATION ON THE BASIS OF DISABILITY IN VIOLATION OF FEHA;**
- 7. HARASSMENT BASED ON A PROTECTED CATEGORY OR ACTIVITY IN VIOLATION OF FEHA;**
- 8. FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT IN VIOLATION OF FEHA;**
- 9. FAILURE TO ACCOMMODATE IN VIOLATION OF FEHA;**
- 10. FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS IN**

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**12. INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;**

Notice of Related Actions:

Roe et al v. Rivian Automotive, LLC United
States District Central District of California Case
No. 8:20-cv-00998-MWF; and

Tesla v. Rivian Santa Clara Superior Court Case
No. 20cv368472

DEMAND FOR JURY TRIAL

10 I, Plaintiff, SIMEON HUNTER a.k.a. JOHN ROE II, declare under the Penalty of
11 Perjury, on the basis of personal knowledge and/or information and belief:
12

13 **SUMMARY**

14 Plaintiff Simeon Hunter, previously identified as Plaintiff John Roe II in this
15 action, worked as a Senior Development Engineer for Rivian Automotive, LLC. Plaintiff
16 Hunter performed such services in the State of California, County of Orange, and is so
17 protected by California Labor Code Section 925.

18 Plaintiff Hunter was working for Rivian on the development of Rivian's electric
19 vehicles, intended for sale to both Private Consumers in California and around the
20 World, as well as to private companies such as Amazon Inc., amongst others.

21 Through Rivian's website, Private Consumers can reserve the opportunity for
22 delivery of a completed vehicle upon commencement of production and sale to the
23 public by depositing the sum of \$1,000.00 (one thousand dollars). Plaintiff is informed
24 and believes, and on that basis alleges, that as of the date of this FAC, Rivian has
25 received approximately 30,000 deposits for a total of \$30 million dollars. This
26 information is publicly available.

27 Rivian received various investments from major corporations. For example, it is
28 public knowledge that Amazon Corporation has invested approximately \$700 million
dollars in Rivian, and is believed to have placed an order for 100,000.00 Rivian
vehicles.

Rivian has received other investment funds from Ford Motor Company in the
amount of \$500 million dollars, and Cox Company in presumably similar amounts. This
information is also widely available to the public.

1 represented, and still represents to the Public that its vehicles are reliable are safe, free
2 of defects, and are not designed using stolen technology in order to induce purchases
3 and/or reservations for purchase of its vehicles, corporate investments and other
4 contracts. Plaintiff is informed and believes, and on that basis alleges, Rivian, by way of
5 Rivian's Executive Director Engineering and Programs, Mark Vinnels, fraudulently
6 induced production company Long Way Productions (hereafter "Long Way") into
7 contracting with Rivian for Rivian's vehicles to be featured in a docuseries by making
8 false and fraudulent claims regarding the safety and performance capabilities of its
9 vehicles, the vehicle's battery range and the amount of test miles Rivian had performed
10 on the vehicles intended to be featured in the docuseries.

11 These statements were false. Plaintiff Hunter and other persons he worked with
12 at Rivian knew of many serious designs and/or manufacturing defects in Rivian's
13 vehicles, and that the Statements made by Vinnels were untrue. This is a violation of
14 California Business and Professions Code Sections 17500 through 17535 False
15 Advertising to the Consumer Public and to actual investors and buyers of Rivian
16 Products, including Long Way. These violations have been made within the last three
17 years and are continuing.

18 Further, Rivian has failed to disclose to the public and/or any of its corporate
19 investors that the development of Rivian's vehicles has been largely and based on
20 manufacturing technology and production techniques illegally obtained and used from
21 its major competitor(s) such a Tesla Inc. (hereafter "Tesla"), (*see* "related cases" cited
22 above)).

23 Rivian has also repeatedly and continuously made false statements concerning
24 performance capabilities and testing results regarding its vehicles performance and
25 safety capabilities in such advertising of its vehicles.

26 Such violations justify Plaintiff to seek injunctive relief to prevent further false
27 advertising to such victims. Other remedies are also available including an order that
28 Rivian disclose the truth to the Public, investors and buyers, through direct contact and
social media, including by way of their publicly accessible website.

 In addition to violations of Business and Professions Code Section 17500, such
illegal acts constitute violations of the Unfair Competition Act, Business and Professions
Section 17200 and the Consumer Legal Remedies Act, Civil Code Section 1750.

 Rivian's main competitor is Tesla. Tesla has recently filed suit against Defendant

1 Plaintiff Hunter brought aforementioned public safety concerns regarding
2 serious defects, as well as his concerns regarding Rivian's fraudulent statements and
3 representations to the attention of the management of Rivian out of concern for not only
4 his own safety, but that of the public at large, as well concerns regarding legal
5 repercussions. These concerns necessarily include adverse effects on the purchasing
6 public, investors and other corporate investors and competitors pursuant to Rivian's
7 violations of Business and Professions Code Sections 17500-17535.

8 Plaintiff is informed and believes, and on that basis alleges, that despite his
9 notice to Rivian regarding his concerns, Rivian has taken no actions to prevent such
10 illegal and unsafe acts in the future.

11 Instead of taking any preventative or corrective measures whatsoever, on or
12 about March 2, 2020, Rivian terminated Plaintiff Hunter's employment, citing "attitude
13 problems" and accusing Plaintiff Hunter of "not being a team player."

14 As a result, Plaintiff Hunter has engaged private counsel to assist him with this
15 Public interest efforts, as well as his wrongful termination and retaliation by Rivian for
16 engaging in protected acts.

17 Labor Code Section 432.5 states:

18 "No employer, or agent, manager, superintendent, or officer thereof, shall
19 require any employee or applicant for employment to agree, in writing, to
20 any term or condition which is known by such employer, or agent,
21 manager, superintendent, or officer thereof to be prohibited by law."

22 Advertising and sales of defective vehicles to the public is illegal. Plaintiff Hunter
23 is informed and believes, and on that basis alleges, that Defendant Rivian wrongfully
24 terminated his employment with the intention of preventing Hunter from bringing the
25 aforementioned illegal activities to the attention of the public and Defendant Rivian's
26 investors by forcing Plaintiff Hunter to execute a Non-Disclosure Agreement (hereafter
27 "NDA") upon his termination, while under duress by Rivian, and with no opportunity to
28 seek counsel's assistance in reviewing and understanding the document he signed.
Defendant's intent in forcing Plaintiff Hunter to sign the aforementioned NDA is a
triable issue of fact, and should thus be left to the discretion of a jury.

Plaintiff Hunter is further informed and believes, and on that basis alleges, that
Rivian abuses the privilege of Mandatory Employment Arbitration in California in order
to shield itself against exposure of its pattern of illegal activities in violation of Labor
Code Sec. 432.5. The Mandatory Employment Arbitration Agreement (hereafter

1 prevent Plaintiff from making reports of such aforementioned illegal acts by Rivian, and
2 requiring his assistance in such illegal acts as a condition of his employment was, and is,
3 a violation of Labor Code Section 432.5 and Business and Professions Code Section
4 17200.

5 Plaintiff Hunter made his concerns regarding all aforementioned facts known to
6 Rivian; he complained that the activities in which Rivian engages in are illegal. Instead
7 of taking any measures whatsoever to correct their actions, Defendant Rivian retaliated
8 against Plaintiff Hunter by swiftly terminating his employment.

9 Requiring Plaintiff Hunter to refrain from bringing to light Rivian's illegal
10 activities by way of execution of an NDA, and punishing him for raising complaints
11 about Rivian's illegal activities is outside any lawful term and/or condition of any valid
12 NDA or MEAA, as a matter of State Law.

13 **PARTIES**

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15 1. *Plaintiff:* Plaintiff Hunter is a resident of Canada, and at all times herein
16 mentioned was, a resident of the County of Orange, California.

17 2. *Plaintiff's Right to Confidentiality Order Issued by the Court:* Plaintiff
18 Hunter is fearful of retaliation by Defendants based on his prior contacts with them.
19 This includes Plaintiff's fears that this Rivian may intentionally interfere with his ability
20 to secure future employment within the electric automotive vehicle industry.

21 3. *Defendants:*

22 1. Defendant Rivian is, and at all times herein mentioned was, a limited
23 liability company existing under the laws of the State of Delaware. Defendant Rivian is,
24 and at all times mentioned in this Complaint was, authorized to operate by the State of
25 California and the United States government and authorized and qualified to do
26 business in the County of Orange. Defendant's place of business, was and is in the
27 County of Orange, 15770 Laguna Canyon Rd., #100, Irvine, CA 92618

28 2. Defendant, MARK DACHNER (hereafter "Dachner") is, and at all times
herein mentioned was, a resident of the State of California.

4. Plaintiff is informed and believes, and thereon alleges, that at all relative
times herein Dachner was acting both as an individual and in the course and scope of his
employment as an agent, manager, supervisor, owner, director, and/or employee of
Rivian.

1 honor the fiction of any entity existence, and that therefore, Rivian should be considered
2 Dachner's, alter ego, and vice versa.

3 6. *Doe Defendants:* Defendants Does 1 to 100, inclusive, are sued under
4 fictitious names pursuant to *Code of Civil Procedure* section 474. Plaintiff Hunter is
5 informed and believes, and on that basis alleges, that each of the Defendants sued under
6 fictitious names is in some manner responsible for the wrongs and damages alleged
7 below, in so acting was functioning as the agent, servant, partner, and employee of the
8 Co-Defendants, and in taking the actions mentioned below was acting within the course
9 and scope of his or her authority as such agent, servant, partner, and employee, with the
10 permission and consent of the Co-Defendants. The named Defendants and Doe
11 Defendants are sometimes hereafter referred to, collectively and/or individually, as
12 "Defendants."

13 7. *Relationship of Defendants:* All Defendants compelled, coerced, aided,
14 and/or abetted the discrimination, retaliation, and harassment alleged in this
15 Complaint, which is prohibited under *Government Code* section 12940(i). All
16 Defendants were responsible for the events and damages alleged herein, including on
17 the following bases: (a) Defendants committed the acts alleged; (b) at all relevant times,
18 one or more of the Defendants was the agent or employee, and/or acted under the
19 control or supervision, of one or more of the remaining Defendants and, in committing
20 the acts alleged, acted within the course and scope of such agency and employment and/
21 or is or are otherwise liable for Plaintiff's damages; (c) at all relevant times, there existed
22 a unity of ownership and interest between or among two or more of the Defendants such
23 that any individuality and separateness between or among those defendants has ceased,
24 and Defendants are the alter egos of one another. Defendants exercised domination and
25 control over one another to such an extent that any individuality or separateness of
26 defendants does not, and at all times herein mentioned did not, exist. Adherence to the
27 fiction of the separate existence of Defendants would permit abuse of the corporate
28 privilege and would sanction fraud and promote injustice. All actions of all Defendants
were taken by employees, supervisors, executives, officers, and directors during
employment with all defendants, were taken on behalf of all Defendants, and were
engaged in, authorized, ratified, and approved of by all other Defendants.

8. At all times relevant herein, Defendant Rivian was Plaintiff's employer,
joint employer and/or special employer within the meaning of the Labor Code and

1 agents of all other Defendants in committing the acts alleged herein.

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3 **FACTS COMMON TO ALL CAUSES OF ACTION**

4 10. *Plaintiff's hiring:* Plaintiff Hunter began his employment at Rivian on
5 November 26, 2018. Rivian hired Plaintiff as a Senior Development Manager. Plaintiff's
6 annual base salary was set at \$130,000.00 annually.

7 11. *Plaintiff's job performance:* Throughout his employment, Plaintiff
8 Hunter performed his duties above expectations, was well liked by others, and excelled
9 in his position.

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11 12. *Plaintiff's protected status and activity:*

12 1. Plaintiff Hunter complained of unlawful actions by Defendants.

13 2. Plaintiff Hunter complained about being exposed to unsafe and
14 dangerous conditions as a matter of course during his employment with Defendants.

15 3. Plaintiff Hunter disclosed that he had suffered a psychological injury as
16 a result of being exposed to unsafe and dangerous conditions as a matter of course
17 during his employment with Defendants while working for Defendants.

18 13. *Defendant Rivian:*

19 1. Rivian is an American automaker and automotive technology company.

20 14. *Defendant Dachner:*

21 1. Defendant Dachner was Plaintiff Hunter's direct supervisor.

22 15. *Defendants' adverse employment actions and behavior:*

23 1. As noted above, on November 26, 2018, Plaintiff Hunter was hired as a
24 Senior Development Engineer. Plaintiff's duties consisted almost entirely in designing,
25 developing and testing Defendant Rivian's vehicles. As such, Plaintiff Hunter has
26 intricate knowledge of the design, development, functionality, performance,
27 construction as well as vehicle defects and misappropriated technology utilized in the
28 development Rivian's vehicles.

2. In or around the May of 2019, Plaintiff Hunter had a discussion with one
of Defendant Rivian's Development Engineers, Clay Jarzombek ("Jarzombek") about
working conditions, such as working long hours, and feeling over worked in general.
Some days prior to this discussion, Plaintiff Hunter was forced to book a flight to New
York City from California, two hours prior to boarding, to then work on Rivian vehicle

1 vehicle's to catch fire).

2 3. On or around the Spring of 2019, Defendant Rivian held a "Drive Event,"
3 where Defendant Rivian operated their vehicles on the public streets of New York City.

4 4. Plaintiff Hunter is informed, and on that basis believes, that Rivian's
5 operation of its vehicles on the public streets of New York City was grossly negligent due
6 to their potential to cause harm to the public by way of thermal events.

7 5. On or around the May 17, 2019, Defendant Jacobson held a meeting with
8 Defendant Sanderson and Plaintiff Hunter. During this meeting, Jacobson stated that
9 that Plaintiff Hunter's "comments had gone to the top". Sanderson later clarified that he
10 believed Defendant Rivian's Project Manager for Special Projects, Lindsay Patrick
11 ("Patrick"), had complained to Defendant Scaringe about Plaintiff Hunter. Jacobson
12 later clarified that Plaintiff Hunter had made comments to Jarzombek regarding the
13 May 11, 2019 Drive Event, which Defendant Scaringe had overheard prior to the
14 Saturday May 11 drive event.

15 6. In or around the Spring of 2019, Defendant Rivian began a bidding
16 process to be selected by Long Way Up Productions ("Long Way") to be featured in a
17 docuseries produced by Long Way. During a meeting between Long Way and Defendant
18 Rivian, Plaintiff Hunter is informed and believes, and on that basis alleges that
19 Defendant Rivian's Executive Director of Engineering and Programs Mark Vinnels
20 ("Vinnels") made misleading and fraudulent claims regarding the veracity and
21 robustness of Defendant Rivian's Vehicles in order to secure the contract with Long
22 Way. Specifically, when asked by Long Way how many test miles had been placed on the
23 Rivian's vehicles, Vinnels stated Defendant Rivian had conducted 200,000 miles of
24 testing on its vehicles, and asserted that Rivian's vehicles had a battery range ("battery
25 range" refers to the number of miles that an electric vehicle is able to travel on a single
26 charge of the vehicle's battery) well in excess of Rivian's vehicle's true capabilities.

27 7. As a Senior Development Engineer, Plaintiff Hunter had specific
28 knowledge that, at the time of Vinnels' statement to Long Way, Defendant Rivian had
conducted approximately 3,000 miles of testing on the its vehicles, and that the battery
range of the vehicles were approximately half of what Vinnels had asserted to Long Way.

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8. Plaintiff Hunter is further informed and believes, and on that basis alleges
that as Rivian's Executive Director of Engineering and Programs, Vinnels was certainly

1 common knowledge at Rivian.

2 9. Defendant Rivian successfully secured the contract to be featured in the
3 docuseries produced by Long Way by way of the fraudulent and misleading claims
4 regarding the veracity and robustness of Defendant Rivian's Vehicles, made by Vinnels
5 to Long Way during a meeting in or around the Spring of 2019.

6 10. In or around August of 2019, Plaintiff Hunter verbally complained to
7 Defendant Rivian's Project Manager for Special Projects, Lindsey Patrick ("Patrick")
8 that he was uncomfortable with the claims by made by Vinnels about the robustness of
9 Rivian's vehicles regarding the veracity and robustness of Defendant Rivian's Vehicles in
10 order to secure the contract with Long Way, as well as Vinnels' claims regarding the
11 vehicle's battery range. Another Senior Development Manager of Rivian's, Pete Herath
12 ("Herath") witnessed this conversation. During this conversation, Plaintiff Hunter asked
13 Patrick about what, if any, were the legal repercussions if he were to disclose to Long
14 Way the true range of Rivian's vehicles at the time. Patrick replied "try not to think
15 about it too much."

16 11. Plaintiff Hunter is informed, and on this basis alleges that, weeks before
17 shipping Rivian's vehicles to South America in order to film the docuseries with Long
18 Way, Long Way was still under the impression that Rivian's vehicles would have a range
19 of approximately double of what they were capable of.

20 12. Sometime prior to embarking on the trip to South America to film the
21 docuseries with Long Way, Defendant Rivian's Human Resources representative Joe
22 Drew-Hundley ("Hundley") scheduled a meeting with Hunter to reinforce the
23 importance of the trip, and to ensure that Plaintiff Hunter would not disclose his
24 knowledge that the aforementioned claims asserted by Rivian regarding the range,
25 robustness and veracity of Rivian's vehicles to Long Way, were fraudulent. During this
26 conversation, Plaintiff Hunter made clear to Hundley that he was concerned that these
27 claims amounted to fraud-in-the-inducement, and that he was concerned about legal
28 repercussions.

13. Between September 2019 and December 2019, Plaintiff Hunter traveled
with a Defendant Rivian's team from Argentina to Southern California while filming the
aforementioned docuseries. The misrepresentation of the vehicle's performance,
robustness and range forced Rivian's engineers, including Hunter, to fill the gap
between what was promised by Rivian and what was delivered by Rivian. Due to the

1 team was initially unaware of how little testing had actually been conducted on the
2 vehicles delivered by Rivian. Initially, Long Way’s team insisted that the Rivian
3 technicians and mechanics (which included Hunter) accompanying Long Way’s
4 production team maintain a traveling distance of at least 1 day behind Long Way’s
5 production team, due to their confidence in Rivian’s vehicles, and based on the
6 fraudulent claims made by Rivian.

7 15. After approximately one month of travel, Long Way realized that Rivian’s
8 claims as to the robustness and veracity of Rivian’s vehicles had been fraudulently
9 misstated, and then insisted that the Rivian technicians and mechanics (which included
10 Hunter) were to always stay at the same hotel where the Rivian vehicles were parked
11 each night to ensure they could be repaired overnight.

12 16. While on this trip, Plaintiff Hunter complained verbally to Defendant
13 Rivian’s Chief Engineer for Special Projects, Brian Gase (“Gase”) and Defendant
14 Jacobson, about being subjected to numerous dangerous and unsafe conditions, along
15 with numerous illegal activities committed by Defendant Rivian. The following is a list
16 of the unsafe conditions and illegal activities (“list of unsafe conditions and illegal
17 activities”) of which Plaintiff Hunter complained about to Gase, and later, to Dachner:

18
19 **17. Unsafe Conditions**

20 1. Plaintiff Hunter was forced to perform repairs and/or maintenance on
21 Rivian’s vehicles in improperly equipped shops using equipment unfit to perform
22 repairs or maintenance on electric vehicles of any kind. At times, Plaintiff Hunter was
23 forced to perform repairs such as a “gear-box switch” (a “gear-box switch,” refers to a
24 vehicle repair where the gear box of the vehicle must be replaced due to mechanical
25 failure) in parking garages, or even dirt pits on the side of the road.

26 2. Due to incompatible voltage issues (“incompatible voltage issues” refers to
27 instances where an electronic device uses a specified voltage input to function. Such
28 devices can become damaged or destroyed if utilized with the wrong voltage input),
Plaintiff Hunter was forced to perform repairs and/or maintenance on Rivian’s vehicles
using substitute tools (“substitute tools” refer to tools that are not designed or intended
to safely perform repairs), which were dangerous and held potential to cause bodily
harm to Plaintiff.

3. Plaintiff Hunter was forced to perform repairs and/or maintenance on

1 18. **Unsafe Vehicle Safety Features**

2 1. Standards for diligence – During the Trip, the vehicles delivered by Rivian
3 suffered battery thermistor failures (“battery thermistor” refers to a device which
4 obtains the necessary temperature readings from direct contact with the battery cell
5 body used to power the vehicles). Rivian’s solution was to bypass that temperature
6 sensor. This solution rendered the user of the vehicle unable to monitor the temperature
7 of the vehicle’s battery, creating potential for possible thermal runaways (“thermal
8 runaway” is a term used by Rivian which indicates that a vehicle’s battery has caught
9 fire). Rivian was aware of this malfunction where thermal runaways had occurred in
10 Rivian’s vehicles prior to the trip. Rivian did not disclose the potential for thermal
11 runaways to Long Way at any time.

12 4. Plaintiff Hunter was being forced to work without proper/safe equipment
13 or facilities; malfunctioning vehicle safety features, dangerous driving conditions that
14 caused severe risk of loss of life to Plaintiff Hunter, as well as other third parties, and
15 which were a direct result of Defendant Rivian’s misleading and fraudulent claims
16 regarding the veracity and robustness of Defendant Rivian’s Vehicles, as well being
17 forced to interact with Mexican drug cartels.

18
19 19. **Illegal Activities**

20 1. On this trip, Plaintiff Hunter also complained that Defendant Rivian had
21 been engaging in illegal activities, including bribery of border officials and forgery of
22 vehicle registration documents in order to facilitate illegal border crossings.

23 5. On or about January 31, 2020, Plaintiff Hunter completed a self-
24 assessment, as required by Defendant Rivian, through an online portal. In his self-
25 assessment, Plaintiff Hunter expressed his concern about Vinnels’ misleading and
26 fraudulent claims regarding the veracity and robustness of Defendant Rivian’s Vehicles
27 in order to secure the contract with Long Way, and that he thought such statements
28 could be considered fraud (*end* – list of unsafe conditions and illegal activities).

Retaliation

20. On or about February 4, 2020, Defendant Jacobson drafted a performance
improvement plain (“PIP”) regarding Plaintiff Hunter.

21. On or about February 19, 2020, Defendant Jacobson, along with Plaintiff

1 Hunter with the February 4, 2020 PIP.

2 22. Sometime between February 19, 2020 and March 2, 2019, Plaintiff Hunter
3 and Dachner discussed the contents of the February 4, 2020 PIP. During this
4 conversation, Plaintiff Hunter confided in Dachner that he had been experiencing
5 symptoms akin to post-traumatic-stress disorder as a result of the being exposed to
6 dangerous conditions and illegal activities by Defendant Rivian while filming the Long
7 Way docuseries.

8 23. On or about March 2, 2020, Plaintiff Hunter was called into a meeting
9 with Defendant Jacobson, Dachner and Pearl, and in which his employment was
10 terminated. Defendant Rivian cited “attitude problems” as their justification for
11 Plaintiff’s termination.

12 24. During this meeting, Plaintiff Hunter was presented with various
13 documents to sign which included a severance agreement as well as a nondisclosure and
14 disparagement agreement. Plaintiff Hunter was instructed to review the severance
15 agreement with an attorney, but was not permitted to review or retain a copy of the
16 nondisclosure and disparagement agreement, and was told that he must sign the
17 document before leaving.

18 25. Accordingly, Defendant wrongfully terminated Plaintiff Hunter on or
19 around March 2, 2020.

20 16. *Economic damages:* As a consequence of Defendants’ conduct, Plaintiff
21 Hunter has suffered and will suffer harm, including lost past and future income and
22 employment benefits, damage to him career, and lost wages, overtime, unpaid expenses,
23 and penalties, as well as interest on unpaid wages at the legal rate from and after each
24 payday on which those wages should have been paid, in a sum to be proven at trial.

25 17. *Non-economic damages:* As a consequence of Defendants’ conduct,
26 Plaintiff Hunter has suffered and will suffer psychological and emotional distress,
27 humiliation, and mental and physical pain and anguish, in a sum to be proven at trial.

28 Plaintiff also claims an award as a “whistle blower” for bringing these public safety
issues to the attention of Rivian’s Management. It should be noted that the Security
Exchange Commission recently award a Whistle Blower \$50 million dollars in the Bank
of New York (Mellon) case.

18. *Punitive damages:* Defendants’ conduct constitutes oppression, fraud,
and/or malice under *Civil Code* section 3294 and, thus, entitles Plaintiff Hunter to an

1 cause injury to Plaintiff Hunter and/or acted with reckless disregard for Plaintiff
2 Hunter's injury, including by terminating Plaintiff's employment and/or taking other
3 adverse job actions against Plaintiff because of him race, national origin, color, sexual
4 orientation, marital status, and/or good faith complaints, and/or (b) Defendants'
5 conduct was despicable and committed in willful and conscious disregard of Plaintiff's
6 rights, health, and safety, including Plaintiff's right to be free of discrimination,
7 harassment, retaliation, and wrongful employment termination.

8 b. *Oppression*: In addition, and/or alternatively, Defendants' conduct was
9 committed with oppression within the meaning of *Civil Code* section 3294, including
10 that Defendants' actions against Plaintiff because of him race, national origin, color,
11 sexual orientation, marital status, and/or good faith complaints were "despicable" and
12 subjected Plaintiff to cruel and unjust hardship, in knowing Disregard of Plaintiff's
13 rights to a work place free of discrimination, harassment, retaliation, and wrongful
14 employment termination.

15 c. *Fraud*: In addition, and/or alternatively, Defendants' conduct, as alleged,
16 was fraudulent within the meaning of *Civil Code* section 3294, including that
17 Defendants asserted false (pretextual) grounds for terminating Plaintiff's employment
18 and/or other adverse job actions, thereby to cause Plaintiff Hunter hardship and
19 deprive him of legal rights.

20 19. *Attorney's fees*: Plaintiff Hunter has incurred and continues to incur legal
21 expenses and attorneys' fees.

22 20. *Exhaustion of administrative remedies*: Prior to filing this action, Plaintiff
23 Hunter exhausted him administrative remedies by filing a timely administrative
24 complaint with the Department of Fair Employment and Housing ("DFEH") and
25 receiving a DFEH right-to-sue letter.

26
27 **FIRST CAUSE OF ACTION**

28 **(False Advertising**

To the Public—Pursuant to Business

& Professions Code, §§ 17500, Et. Seq.—Against

Defendants Rivian and Does 1 to 100, Inclusive)

21. Plaintiff Hunter re-alleges and incorporates by reference all preceding
paragraphs, inclusive, as though set forth in full herein.

1 before the public in any state, in any newspaper or other publication, or any
2 advertising device, or by public outcry or proclamation, or in any other manner
3 or means whatever, including over the Internet, any statement...which is
4 untrue or misleading, and which is known, or which by the exercise of
5 reasonable care should be known, to be untrue or misleading...”

6 (Emphasis added).

7 23. Rivian Publishing the many false statements and misrepresentations
8 referenced above to the Public, buyers and investors is a violation of the above statutes.
9 These illegal acts by Rivian has resulted in over \$1.3 billion dollars being transferred to
10 Rivian from both the public at large, as well as private and corporate investors.

11 24. Further, a violation of Section 17500 is a misdemeanor, punishable by fine
12 or imprisonment.

13 ///

14 25. The remedies or penalties are cumulative. *Id.* at §17534.5. Thus, in *People*
15 *v. Toomey*, 157 Cal.App.3d 1 (1984), the court held that Sections 17205 and 17534.5
16 permit double-counting a single wrong in order to produce double fines. 157 Cal.App.3d
17 1, 22 (1984). *See also, People v. Dollar Rent-A-Car Sys., Inc.*, 211 Cal.App.3d 119, 132
18 (1989) (if same act is a violation of both §§17200 and 17500, court can assess \$2,500
19 penalty under each, for a total of \$5,000 per violation).

20 26. Additionally, pursuant to the above-mentioned statute, Plaintiff may
21 petition the Court for: 1) a Temporary Restraining Order; 2) Preliminary Injunction; and
22 3) Permanent Injunction, to require Rivian to publish retractions and corrections of all
23 false statements they have made. This will include using all publishing and social media
24 outlets Rivian has used before.

25 27. The foregoing conduct, as alleged, violates the provisions of *Business &*
26 *Professions Code* sections 17200, et seq. (hereafter “UCL”) and Plaintiff is entitled to
27 seek remedies as permitted under the code, and within the Court’s discretion.

28 **SECOND CAUSE OF ACTION**

(Unfair Business Practices—Pursuant to Business & Professions Code, §§ 17200, Et. Seq.—Against Defendants Rivian and Does 1 to 100, Inclusive)

29 28. Plaintiff Hunter re-alleges and incorporates by reference all preceding
30 paragraphs, inclusive, as though set forth in full herein.

31 29. The foregoing conduct, as alleged, violates the provisions of *Business &*
32 *Professions Code* sections 17200. et seq. (hereafter “UCL”) as well as the Federal Trade

1 as two years preceding the date this Complaint is filed, Defendants committed, and
2 continue to commit, acts of unfair competition by, among other things, engaging in the
3 unlawful acts and other employees of Defendants by virtue of the unfair practices set
4 forth herein. Defendants' conduct, as alleged herein, has injured Plaintiff by wrongfully
5 terminating Plaintiff for making protected complaints of Defendants' illegal activities in
6 order to protect their business in order to directly undercut law-abiding competitors,
7 and therefore was substantially injurious to Plaintiff and other similarly-situated
8 employees of Defendants.

9 31. Defendants engaged in unfair competition in violation of the UCL by
10 violating, inter alia, each of the following laws:

11 (A) *California Labor Code* § 1102.5;

12 (B) *California Labor Code* § 432.5; and

13 (C) *California Labor Code* § 6310.

14 32. Defendants' course of conduct, acts, and practices in violation of the
15 California laws mentioned in the above paragraph constitutes a separate and
16 independent instance of unlawful conduct under the UCL. Additionally, Defendants'
17 conduct described herein violates the policy of such laws or otherwise significantly
18 threatens or harms competition and thus constitutes an unfair business practice under
19 the UCL.

20 33. The harm to the Plaintiff Hunter in being wrongfully denied lawfully
21 earned wages outweighs the utility, if any, of the Defendants' policies or practices and,
22 therefore, Defendants' actions described herein constitute an unfair business practice or
23 act within the meaning of the UCL.

24 34. The unlawful and unfair business practices and acts of Defendants,
25 described above, have injured Plaintiff Hunter in that he was wrongfully denied the
26 payment of earned compensation.

27 35. Plaintiff Hunter seeks restitution from Defendants of all ill-gotten gains
28 obtained as a result of the unfair business practices described in this Complaint,
including, but not limited to, all unlawfully withheld wages, overtime pay, and other
compensation, all in an amount according to proof at the trial of this action.

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THIRD CAUSE OF ACTION

1 36. Plaintiff Hunter re-alleges and incorporates by reference all preceding
2 paragraphs, inclusive, as though set forth in full herein.

3 37. At all relevant times, *Labor Code* section 1102.5 was in effect and was
4 binding on Defendants. This statute prohibits Defendants from retaliating against any
5 employee, including Plaintiff Hunter, for raising complaints of illegality. Section 1102.5
6 in addition to 432.5 also prevents Employers from utilizing a non-disclosure agreement
7 and/or Mandatory Arbitration Agreements to prevent an Employee from disclosing
8 Fraudulent and/or illegal acts by the Employer from the Public and/or Government
9 Agencies.

10 38. Plaintiff Hunter raised complaints of illegality while he worked for
11 Defendants, and Defendants retaliated against him by discriminating against him,
12 harassing him, and taking adverse employment actions, including employment
13 termination, against him.

14 39. As a direct result of Defendants' misconduct, Plaintiff Hunter has
15 sustained, and will continue to sustain for a period of time in the future, significant
16 compensatory and general damages in an amount according to proof at the trial of this
17 action.

18 40. As a proximate result of Defendants' willful, knowing, and intentional
19 misconduct, Plaintiff Hunter has sustained and continues to sustain substantial losses
20 of earnings and other employment benefits.

21 41. As a proximate result of Defendants' willful, knowing, and intentional
22 misconduct, Plaintiff Hunter has suffered and continues to suffer humiliation,
23 emotional distress, and physical and mental pain and anguish in a sum according to
24 proof.

25 ///

26 42. Plaintiff has incurred and continues to incur legal expenses and attorney's
27 fees. Pursuant to *Government Code* section 12965(b), plaintiff is entitled to recover
28 reasonable attorneys' fees and costs (including expert costs) in an amount according to
proof.

 43. Defendants' misconduct was committed intentionally, in a malicious,
despicable, oppressive, fraudulent manner, entitling Plaintiff Hunter to punitive
damages against Defendants.

1 **Code § 6310, et seq.—Against Defendants**

2 **Rivian and Does 1 to 100, Inclusive)**

3 44. Plaintiff Hunter re-alleges and incorporates by reference all preceding
4 paragraphs, inclusive, as though set forth in full herein.

5 45. At all relevant times, Labor Code section 6310 was in effect and was
6 binding on defendants. This statute prohibits defendants from retaliating or otherwise
7 discriminating against an employee, including the Plaintiff, for raising complaints
8 (either oral or written) about something the employee believed to be illegal or unsafe.

9 46. Plaintiff Hunter raised complaints of illegality and unsafe practices while
10 he worked for Defendant and was believed to be willing to raise complaints, and because
11 of said complaints, and the fact that the Plaintiff stood up for the workplace rights of
12 both Plaintiff and other employees of Defendants, as well as consumers at large, and the
13 public at large, Defendants retaliated against Plaintiff, discriminated against Plaintiff,
14 and otherwise took adverse employment actions against Plaintiff, adversely affecting the
15 privileges of Plaintiff's employment.

16 47. As a direct result of Defendants' misconduct, Plaintiff Hunter has
17 sustained, and will continue to sustain for a period of time in the future, significant
18 compensatory and general damages in an amount according to proof at the trial of this
19 action.

20 48. As a proximate result of Defendants' willful, knowing, and intentional
21 misconduct, Plaintiff Hunter has sustained and continues to sustain substantial losses
22 of earnings and other employment benefits.

23 49. As a proximate result of Defendants' willful, knowing, and intentional
24 misconduct, Plaintiff Hunter has suffered and continues to suffer humiliation,
25 emotional distress, and physical and mental pain and anguish in a sum according to
26 proof.

27 50. Plaintiff has incurred and continues to incur legal expenses and attorney's
28 fees. Pursuant to *Government Code* section 12965(b), plaintiff is entitled to recover
reasonable attorneys' fees and costs (including expert costs) in an amount according to
proof.

51. Defendants' misconduct was committed intentionally, in a malicious,
despicable, oppressive, fraudulent manner, entitling Plaintiff Hunter to punitive
damages against Defendants.

1 **of Public Policy—Labor Code § 432.5, 1102.5; FEHA, Government**
2 **Code § 12900, et seq.—Against Defendants Rivian and**
3 **Does 1 Through 100, Inclusive)**

4 52. Plaintiff Hunter re-alleges and incorporates by reference all preceding
5 paragraphs, inclusive, as though set forth in full herein.

6 53. Defendants terminated Plaintiff's employment in violation of various
7 fundamental public policies underlying both state and federal laws. Specifically,
8 Plaintiff's employment was terminated in part because of because of him protected
9 status (i.e., race, national origin, color, sexual orientation, marital status, and/or good
10 faith complaints).

11 ///

12 These actions were in violation of FEHA, the California Constitution, *and California*
13 *Labor Code* section 1102.5.

14 54. As a proximate result of Defendants' wrongful termination of Plaintiff's
15 employment in violation of fundamental public policies, Plaintiff has suffered and
16 continues to suffer humiliation, emotional distress, and mental and physical pain and
17 anguish in a sum according to proof.

18 55. As a result of Defendants' wrongful termination of Plaintiff's employment,
19 Plaintiff has suffered general and special damages in sums according to proof.

20 56. Defendants' wrongful termination of Plaintiff's employment was done
21 intentionally, in a malicious, fraudulent, oppressive, fraudulent manner, entitling
22 Plaintiff to punitive damages.

23 57. Plaintiff has incurred and continues to incur legal expenses and attorney's
24 fees. Pursuant to *Government Code* section 12965(b); *Code of Civil Procedure* sections
25 1021.5 and 1032, *et seq.*, Plaintiff is entitled to recover reasonable attorney's fees and
26 costs in an amount according to proof.

27
28 **SIXTH CAUSE OF ACTION**

(Discrimination Based on Disability in Violation of
 the FEHA—Government Code § 12940(a)—Against
 Defendants Rivian and Does 1 to 100, Inclusive)

 58. Plaintiff Hunter re-alleges and incorporates by reference all preceding
paragraphs, inclusive, as though set forth in full herein.

1 account of his or her disability.

2 60. At all times herein mentioned, Defendant was a covered employer under
3 *Government Code* section 12926(d).

4 61. At all times herein mentioned, Defendant knew that Plaintiff Hunter
5 suffered a psychological injury while working for Defendant (during the production of
6 the docuseries, as a result of being exposed to unsafe and dangerous conditions) that
7 affected his ability to perform the major life activity of working.

8 62. Despite his injury, Plaintiff Hunter was able to perform his essential job
9 duties, provided he was given reasonable accommodations.

10 63. At all times herein mentioned, Defendant discriminated against Plaintiff
11 by
12 refusing to provide him with accommodations, and retaliating against him.

13 64. As a proximate result of Defendants' willful, knowing, and intentional
14 discrimination, Plaintiff Hunter has sustained and continues to sustain substantial
15 losses of earnings and other employment benefits.

16 65. As a proximate result of Defendants' willful, knowing, and intentional
17 discrimination, Plaintiff Hunter has suffered and continues to suffer humiliation,
18 emotional distress, and physical and mental pain and anguish in a sum according to
19 proof.

20 66. Plaintiff has incurred and continues to incur legal expenses and attorney's
21 fees. Pursuant to *Government Code* section 12965(b), plaintiff is entitled to recover
22 reasonable attorneys' fees and costs (including expert costs) in an amount according to
23 proof.

24 67. Defendants' misconduct was committed intentionally, in a malicious,
25 despicable, oppressive, fraudulent manner, entitling Plaintiff Hunter to punitive
26 damages against Defendants.

27
28 **SEVENTH CAUSE OF ACTION**

**(Harassment on the Basis of a Protected Category in Violation of FEHA—
Government Code § 12900, et seq.— Against
Defendants Dachner, Rivian and Does 1 to 100, Inclusive)**

68. Plaintiff Hunter re-alleges and incorporates by reference all preceding
paragraphs, inclusive, as though set forth in full herein.

1 a. Harassing Plaintiff Hunter and/or creating a hostile work
2 environment, in whole or in part on the basis of Plaintiff's disability, race, national
3 origin, and/or color, in violation of *Government Code* section 12940(j);

4 b. Failing to take all reasonable steps to prevent discrimination,
5 harassment, and retaliation based on disability, race, national origin, and/or color, in
6 violation of *Government Code* section 12940(k).

7 70. The conduct of the Defendants as alleged in this Complaint was
8 sufficiently
9 pervasive to alter the terms and conditions of employment and the work environment
10 such that it created a hostile environment, hostile to the Plaintiff.

11 71. As a proximate result of Defendants' willful, knowing, and intentional
12 discrimination, Plaintiff Hunter has sustained and continues to sustain substantial
13 losses of earnings and other employment benefits.

14 72. As a proximate result of Defendants' willful, knowing, and intentional
15 discrimination, Plaintiff Hunter has suffered and continues to suffer humiliation,
16 emotional distress, and physical and mental pain and anguish in a sum according to
17 proof.

18 73. Plaintiff has incurred and continues to incur legal expenses and attorney's
19 fees. Pursuant to *Government Code* section 12965(b), plaintiff is entitled to recover
20 reasonable attorneys' fees and costs (including expert costs) in an amount according to
21 proof.

22 74. Defendants' misconduct was committed intentionally, in a malicious,
23 despicable, oppressive, fraudulent manner, entitling Plaintiff Hunter to punitive
24 damages against Defendants.

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28 **EIGHTH CAUSE OF ACTION**
(Failure to Prevent Harassment, Discrimination,
or Retaliation in Violation of FEHA—Government Code
§ 12940(K)—Against Defendants Rivian
and Does 1 Through 100, Inclusive)

75. Plaintiff Hunter re-alleges and incorporates by reference all preceding

1 reasonable steps necessary to prevent discrimination and harassment from occurring.

2 77. During the course of Plaintiff Hunter's employment, Defendants failed to
3 prevent their employees from engaging in unjustified employment practices against
4 employees in such protected classes. Defendants failed to prevent a pattern and practice
5 by their employees of intentional discrimination and harassment on the bases of race,
6 national origin, color, sexual orientation, marital status, and/or other protected statuses
7 or protected activities.

8 78. During the course of Plaintiff Hunter's employment, Defendants failed to
9 take reasonable steps to prevent their employees from engaging in intentional actions
10 that resulted in Plaintiff Hunter being treated less favorably because of his protected
11 status.

12 79. As a proximate result of Defendants' willful, knowing, and intentional
13 misconduct, Plaintiff Hunter has sustained and continues to sustain substantial losses
14 of earnings and other employment benefits.

15 80. As a proximate result of Defendants' willful, knowing, and intentional
16 misconduct, Plaintiff Hunter has suffered and continues to suffer humiliation,
17 emotional distress, and physical and mental pain and anguish, all to him damage in a
18 sum according to proof.

19 81. Plaintiff Hunter has incurred and continues to incur legal expenses and
20 attorneys' fees. Pursuant to *Government Code* section 12965(b), Plaintiff Hunter is
21 entitled to recover reasonable attorney's fees and costs (including expert costs) in an
22 amount according to proof.

23 82. Defendants' misconduct was committed intentionally, in a malicious,
24 despicable, oppressive, fraudulent manner, entitling Plaintiff Hunter to punitive
25 damages against Defendants.

26
27 **NINTH CAUSE OF ACTION**

28 **(Failure to Accommodate in Violation of FEHA—
Government Code § 12940(m)—Against Defendants
Rivian and Does 1 to 100, Inclusive)**

83. Plaintiff Hunter re-alleges and incorporates by reference all preceding
paragraphs, inclusive, as though set forth in full herein.

84. At all times herein mentioned, *Government Code* section 12940(m) was in

1 *Government Code* section 12926 (d).

2 86. On or Winter of 2020, Plaintiff notified his supervisor that he Plaintiff
3 Hunter suffered a psychological injury while working for Defendant (during the
4 production of the docuseries, as a result of being exposed to unsafe and dangerous
5 conditions). Plaintiff was not offered any accommodations or treatment whatsoever.

6 87. Rather than provide Plaintiff with accommodations, Defendant retaliated
7 against Plaintiff by terminating his employment.

8 88. At all times herein mentioned, Defendant knew that Plaintiff Hunter
9 suffered a suffered a psychological injury while working for Defendant (during the
10 production of the docuseries, as a result of being exposed to unsafe and dangerous
11 conditions) that affected his ability to perform the major life activity of working.

12 ///

13 89. Despite becoming injured and requiring reasonable accommodations in
14 order to perform his job duties, Plaintiff Hunter was able to perform Plaintiff's essential
15 job duties, provided Plaintiff was given reasonable accommodations.

16 90. At all times herein mentioned, Defendant refused to give Plaintiff
17 accommodations, and retaliated against him because of his disability.

18 91. As a direct consequence of Defendant's refusal to reasonably
19 accommodate Plaintiff Hunter, in violation of the FEHA, Plaintiff has sustained and
20 continues to sustain substantial losses of earnings and other employment benefits.

21 92. As a direct consequence of Defendant's refusal to reasonably
22 accommodate Plaintiff Hunter, in violation of the FEHA, Plaintiff has suffered and
23 continues to suffer humiliation, emotional distress, and physical and mental pain and
24 anguish, all to Plaintiff's damage in a sum according to proof.

25 93. Plaintiff Hunter has incurred and continues to incur legal expenses and
26 attorneys' fees. Pursuant to *Government Code* section 12965(b), Plaintiff Hunter is
27 entitled to recover reasonable attorney's fees and costs (including expert costs) in an
28 amount according to proof.

94. Defendants' misconduct was committed intentionally, in a malicious,
despicable, oppressive, fraudulent manner, entitling Plaintiff Hunter to punitive
damages against Defendants.

TENTH CAUSE OF ACTION

and Does 1 Through 100, Inclusive)

95. Plaintiff Hunter re-alleges and incorporates by reference all preceding paragraphs, inclusive, as though set forth in full herein.

///

96. At all times hereto, the FEHA, including in particular Government Code §12940(n), was in full force and effect and was binding upon Defendant Rivian. The subsection imposes a duty on employers to engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee with a known physical disability or known medical condition and/or becoming aware of the employee's need for accommodation.

97. At all relevant times, Plaintiff Hunter was a member of a protected class within the meaning of, in particular, Government Code §§12940(a) & 12986(1) et seq. because Plaintiff Hunter had a physical disability that Plaintiff Hunter's major life activities, and medical condition of which Defendants had both actual and constructive knowledge.

98. Plaintiff Hunter reported the disability to Defendant Rivian and requested accommodation, triggering Rivian's obligation to engage in the interactive process with Plaintiff Hunter, but at all times herein, Rivian failed and refused to do so. Thereafter, despite Rivian's continuing obligation to engage in the interactive process with Plaintiff Hunter and Plaintiff Hunter repeated requests for accommodation that would permit her to continue working, Defendant Rivian failed and refused to have any dialogue with Plaintiff Hunter whatsoever on any of these occasions, and Rivian violated, and continued to violate the obligation up to and including the date of Plaintiff Hunter's termination or, if Rivian contends Plaintiff Hunter was never terminated, through the present and ongoing.

99. The foregoing conduct of Defendant Rivian individually, or by and through its officers, directors and/or managing agents, including but not limited to Rivian, was intended by Rivian to cause injury to Plaintiff Hunter or was despicable conduct carried out by Employer Defendant with a willful and conscious disregard of the rights of Plaintiff Hunter or subjected Plaintiff Hunter to cruel and unjust hardship in conscious disregard of Plaintiff Hunter rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff Hunter to punitive damages in an

1 101. As a result of Defendant Rivian's actions, Plaintiff Hunter has suffered
2 and will continue to suffer general and special damages, including severe and profound
3 pain and emotional distress, anxiety, depression, headaches, tension, and other physical
4 ailments, as well as medical expenses, expenses for psychological counseling and
5 treatment, and past and future lost wages and benefits.

6 102. As a result of the above, Plaintiff Hunter is entitled to past and future lost
7 wages, bonuses, commissions, benefits and loss or diminution of earning capacity.

8 103. Plaintiff Hunter claims general damages for emotional and mental
9 distress and aggravation in a sum in excess of the jurisdictional minimum of this court.

10 104. Because the acts taken toward Plaintiff Hunter were carried out by
11 officers, directors and/or managing agents acting in a deliberate, cold, callous, cruel and
12 intentional manner, in conscious disregard of Plaintiff Hunter's rights and in order to
13 injure and damage Plaintiff Hunter, Plaintiff Hunter requests that punitive damages be
14 levied against Defendants and each of them, in sums in excess of the jurisdictional
15 minimum of this court.

16 105. Pursuant to Government Code §12965(b), Plaintiff Hunter requests a
17 reasonable award of attorneys' fees and costs, including expert fees, pursuant to the
18 FEHA.

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25 **ELEVENTH CAUSE OF ACTION**

26 **(Retaliation for Engaging in Protected Activity in**

27 **Violation of FEHA—Government Code § 12900, et seq.—Against**

28 **Defendants Rivian and Does 1 Through 100, Inclusive)**

106. Plaintiff Hunter re-alleges and incorporates by reference all preceding
paragraphs, inclusive, as though set forth in full herein.

107. Plaintiff's complaints to defendants about sexual harassment, as well as
actual and/or perceived sexual orientation, marital status, race, and/or other
characteristics protected by FEHA, *Government Code* section 12900, et seq., were

1 Plaintiff's actual and/or perceived sexual orientation, marital status, race, and/or
2 other characteristics protected by FEHA, *Government Code* section 12900, et seq., were
3 motivating factors in defendants' decision not to retain, hire, or otherwise employ plain
4 tiff in any position and/or to take other adverse employment action, including
5 constructive employment termination, against Plaintiff Hunter.

6 108. As a proximate result of Defendants' wrongful termination of Plaintiff's
7 employment in violation of fundamental public policies, Plaintiff Hunter has suffered
8 and continues to suffer humiliation, emotional distress, and mental and physical pain
9 and anguish in a sum according to proof.

10 109. As a result of Defendants' wrongful termination of Plaintiff's employment,
11 Plaintiff Hunter has suffered general and special damages in sums according to proof.

12 110. Defendants' wrongful termination of Plaintiff's employment was done
13 intentionally, in a malicious, fraudulent, oppressive, fraudulent manner, entitling
14 Plaintiff Hunter to punitive damages.

15 ///

16 ///

17 111. Plaintiff has incurred and continues to incur legal expenses and attorney's
18 fees. Pursuant to *Code of Civil Procedure* sections 1021.5 and 1032, et seq., Plaintiff is
19 entitled to recover reasonable attorney's fees and costs in an amount according to proof.

20 112. Defendants' conduct, as alleged, violated FEHA, *Government Code* section
21 12900, et seq., and defendants committed unlawful employment practices, including by
22 the following, separate bases for liability:

23 a. Barring, discharging, refusing to transfer, retain, hire, select,
24 and/or employ, and/or otherwise discriminating against Plaintiff, in whole or in part on
25 the basis of Plaintiff's actual and/or perceived sexual orientation, marital status, race,
26 and/or other
27 protected characteristics, in violation of *Government Code* section 12940(a);

28 b. Retaliating against plaintiff for his complaints to defendants about
experiencing emotional trauma due to exposure to dangerous and unsafe conditions by
taking adverse employment actions against him, in violation of *Government Code*
section 12940(f);

c. Harassing Plaintiff and/or creating a hostile work environment, in
whole or in part on the basis of Plaintiff's actual and/or perceived sexual orientation,

1 harassment, and retaliation on the basis of actual and/or perceived sexual orientation,
2 marital status, and race, in violation of *Government Code* section 12940(k);

3 e. Retaliating against Plaintiff Hunter for seeking to exercise rights
4 guaranteed under FEHA and/or opposing defendant's failure to recognize such rights,
5 including the right to be free of discrimination, in violation of *Government Code* section
6 12940(h).

7 113. As a proximate result of defendants' willful, knowing, and intentional
8 discrimination against Plaintiff Hunter, he has sustained and continues to sustain
9 substantial losses of earnings and other employment benefits.

10 114. As a proximate result of defendants' willful, knowing, and intentional
11 discrimination against Plaintiff Hunter, he has suffered and continues to suffer
12 humiliation, emotional distress, and physical and mental pain and anguish, all to him
13 damage in a sum according to proof.

14 115. Defendants' misconduct was committed intentionally, in a malicious,
15 despicable, oppressive, fraudulent manner, entitling plaintiff to punitive damages
16 against defendants.

17 116. Plaintiff has incurred and continues to incur legal expenses and attorney's
18 fees. Pursuant to *Government Code* section 12965(b), plaintiff is entitled to recover
19 reasonable attorneys' fees and costs (including expert costs) in an amount according to
20 proof.

21
22 **TWELFTH CAUSE OF ACTION**

23 **(Intentional Infliction of Emotional Distress—Against**
24 **Defendants Rivian and Does 1 to 100, Inclusive)**

25 117. Plaintiff Hunter re-alleges and incorporates by reference all preceding
26 paragraphs, inclusive, as though set forth in full herein.

27 118. Defendants' discriminatory, harassing, and retaliatory actions against
28 Plaintiff Hunter constituted severe and outrageous misconduct and caused him extreme
emotional distress.

119. Defendants were aware that treating Plaintiff Hunter in the manner
alleged above, including depriving Plaintiff of his livelihood, would devastate Plaintiff
and cause him extreme hardship.

120. As a proximate result of Defendants' extreme and outrageous conduct,

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2 121. As a proximate result of Defendants' extreme and outrageous conduct,
3 Plaintiff Hunter has suffered and continues to suffer humiliation, emotional distress,
4 and mental and physical pain and anguish in a sum according to proof.

5 122. Defendants' misconduct was committed intentionally, in a malicious,
6 oppressive, fraudulent manner, entitling Plaintiff Hunter to punitive damages.

7
8 **PRAYER**

9 WHEREFORE, Plaintiff prays for judgment against defendants in an amount
10 according to proof as follows:

- 11 1. For a money judgment representing compensatory damages including lost
12 wages, earnings, commissions, retirement benefits, and other employee
13 benefits, and all other sums of money, together with interest on these
14 amounts; for other special damages; and for general damages for mental
15 pain and anguish and emotional distress and loss of earning capacity;
- 16 2. For prejudgment interest on each of the foregoing at the legal rate from
17 the date the obligation became due through the date of judgment in this
18 matter.
- 19 3. For injunctive relief to prevent Fraud and other illegal acts against the
20 Public, Investors, Buyers and competitors.
- 21 4. For injunctive relief barring Defendants' discriminatory employment
22 policies and practices in the future, and restoring Plaintiff Hunter to
23 Plaintiff Hunter's former position with Defendant(s);
- 24 5. For punitive damages, pursuant to Civil Code §§3294 in amounts
25 sufficient to punish Employer Defendants for the wrongful conduct alleged
26 herein and to deter such conduct in the future;
- 27 6. For costs of suit, attorneys' fees, and expert witness fees pursuant to the
28 FEHA and/or any other basis;
7. For attorney's fees pursuant to Cal. Labor Code §§ 226, 1198.5, 218, 218.5,
and 218.6 and/or any other basis;
8. An award for Plaintiff's whistle blower risks and activities.
9. For such other and further relief as the Court may deem just and proper.

1 Timothy M. Cojocnean, Esq. _____
2 Attorneys for Plaintiff,
3 SIMEON HUNTER a.k.a. JOHN ROE II

4 **1DEMAND FOR JURY TRIAL**

5 Plaintiff Hunter demands a jury trial.

6
7 DATED: August 21, 2020

8 **ORANGE COUNTY EMPLOYMENT LAW FIRM PC**

9 By: _____
10 Timothy M. Cojocnean, Esq.
11 Attorneys for Plaintiff,
12 SIMEON HUNTER a.k.a. JOHN ROE II
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