

**SUMMONS  
(CITACION JUDICIAL)**

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

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

PAYWARD, INC., a California Corporation d/b/a KRAKEN; and KAISER NG an individual; and DOES 1-50, inclusive

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

NATHAN PETER RUNYON

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es):

San Francisco  
Civic Center Courthouse  
400 McAllister St. San Francisco CA 94102

CASE NUMBER:  
(Número del Caso):  
**CGC-19-581099**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

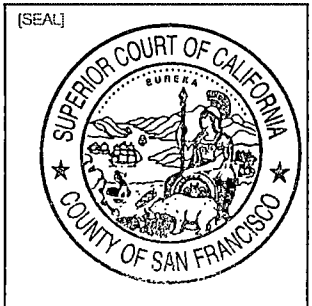
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Claire Cochran- Law Offices of Claire Cochran, P.C. 415.580.6019  
100 Pine Street, Suite 1250 San Francisco CA 94111

DATE:  
(Fecha) **NOV 26 2019**

Clerk, by \_\_\_\_\_, Deputy  
(Secretario) \_\_\_\_\_ (Adjunto)

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

**JACQUELINE LAPREVOTTE**



**NOTICE TO THE PERSON SERVED:** You are served

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

**Clerk of the Court**

1 Claire E. Cochran (SBN ~~222469~~ 222529)  
2 Natalie A. Xifo (SBN 280930)  
3 **LAW OFFICES OF CLAIRE COCHRAN, P.C.**  
4 100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: (415) 580-6019  
Facsimile: (415) 745-3301

5 Attorneys for Plaintiff  
6 NATHAN PETER RUNYON

**FILED**  
San Francisco County Superior Court

NOV 26 2019

CLERK OF THE COURT  
BY: J. J. [Signature]  
Deputy Clerk

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN FRANCISCO**  
10 **[UNLIMITED JURISDICTION]**

11  
12 NATHAN PETER RUNYON, an individual

13 Plaintiff,

14 v.

15 PAYWARD, INC., a California Corporation  
16 d/b/a KRAKEN; and KAISER NG an  
17 individual; and DOES 1-50, inclusive

18 Defendants.  
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Case No. **CGC-19-581099**

**PLAINTIFF'S COMPLAINT FOR DAMAGES FOR:**

1. Discrimination in Violation of Cal. *Govt. Code* § 12940, et. seq. (Veteran Status);
2. Discrimination in Violation of Cal. *Govt. Code* § 12940, et. seq. (Medical Condition/Disability);
3. Failure to Engage in the Interactive Process in Violation of Cal. *Govt. Code* § 12940, et. seq.;
4. Failure to Accommodate in Violation of Cal. *Govt. Code* § 12940, et. seq.;
5. Retaliation in Violation of Cal. *Govt. Code* § 12940, et. seq.;
6. Failure to Prevent Harassment and Retaliation under Cal. *Govt. Code* 12940;
7. Wrongful Termination in Violation of Cal. *Govt. Code* § 12940, et. seq.;
8. Breach of Covenant of Good Faith and Fair Dealing
9. Wrongful Termination in Violation of Labor Code § 1102.5;
10. Wrongful Termination in Violation of Public Policy;
11. Intentional Infliction of Emotional Distress; and

12. Breach of Contract.

**REQUEST FOR PUNITIVE DAMAGES  
DEMAND FOR JURY TRIAL**

6 Plaintiff NATHAN PETER RUNYON alleges as follows on knowledge as to himself and  
7 his own acts/interactions, and on information and belief as to all other matters:

**PARTIES**

9 1. Plaintiff, NATHAN PETER RUNYON, (hereinafter "Plaintiff" or "Runyon") is a resident  
10 of San Francisco, California. He worked for a Payward, Inc. d/b/a Kraken ("Kraken") a corporation  
11 based in San Francisco. Plaintiff is a decorated Marine wartime Veteran.

12 2. Plaintiff is informed and believes Defendant, PAYWARD, INC. d/b/a KRAKEN  
13 (hereinafter "Defendant" or "Kraken") originally incorporated in Delaware and registered in  
14 California as a foreign Corporation on September 3, 2013. Its principal place of business is located  
15 at 703 Market Street, 7<sup>th</sup> and 11<sup>th</sup> floors, San Francisco CA, 94111. Defendants' mailing address is  
16 located at 237 Kearny St., #102, San Francisco, CA 94108. Kraken is a cryptocurrency exchange  
17 where market participants can trade the various cryptocurrencies. The participants are allowed to  
18 buy or sell the cryptocurrencies using various fiat currencies, that include U.S. dollars, Canadian  
19 dollars, euros, and the Japanese yen. It provides the easy movement of money to and from the  
20 linked bank accounts of the participant, and the movement of cryptocurrencies to and from the  
21 participant's digital wallets from Kraken-linked trading accounts. The company was founded in  
22 2011 and it formally launched the trading operations in 2013 and is headquartered in San Francisco,  
23 California.

24 3. Defendant, KAISER NG (hereinafter "Ng") is, and at all times mentioned in this  
25 Complaint, the Chief Financial Officer. At all times known to Plaintiff, Ng has been a resident of  
26 San Francisco.

27 4. Plaintiff is ignorant of the true names and capacities of the defendants who are sued herein  
28 as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.

1 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.  
2 Plaintiff is informed and believes, and thereon alleges, that each of said fictitiously named  
3 defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's  
4 injuries as herein alleged were proximately caused by such unlawful conduct.

5 5. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, at  
6 all times relevant herein, were the agents and/or employees of their co-defendants, and in doing the  
7 things alleged in this complaint were acting in the course and scope of such agency and/or  
8 employment. Defendants, and each of them, are the employers of the managers and supervisors  
9 herein complained of, and supervising over Plaintiff, and therefore Defendants, and each of them,  
10 are liable for the discriminatory and harassing acts conducted by their agents, employees and  
11 supervisors, under the theory of Respondeat Superior.

#### 12 JURISDICTION & VENUE

13 6. Plaintiff brings this action pursuant to and under the provisions of the Fair Employment  
14 and Housing Act, California Government Code §§ 12940, et seq. (hereinafter referred to as FEHA);  
15 California's Family Rights Act, California Government Code 12945, et seq. (hereinafter referred to  
16 as CFRA), California Constitution, Article I, § 1; and other common and statutory laws.

17 7. The amount in controversy exceeds the minimum jurisdictional threshold of this Court.

18 8. At all times set forth herein, Defendants have employed 5 or more employees for each  
19 working day in each of twenty or more calendar weeks in the current or preceding calendar year  
20 and is otherwise subject to the provisions of FEHA and other applicable laws.

21 9. Defendants, and each of them are, and at all times relevant hereto, have been, "employers"  
22 as defined by FEHA.

23 10. Jurisdiction is proper pursuant to California Code of Civil Procedure § 410.10.

24 11. Plaintiff is informed and believes, and thereon alleges, that most of the witnesses and  
25 evidence relevant to this case are located in San Francisco County in California and at other  
26 locations in the State of California.

27 12. Plaintiff is informed and believes, and thereon alleges, that the relative costs and burdens to  
28 the parties herein favor the filing of this lawsuit in this Court. Defendant suffers no burden or  
hardship by having to defend this case in this Court. However, Plaintiff would suffer severe and

1 undue burden and hardship if he was required to file in an alternative forum, if any such forum  
2 exists. Such burden and hardship on Plaintiff include, but is not limited to, prohibitive monetary  
3 expenses for travel, obtaining counsel in a different venue and/or jurisdiction, increased expenses to  
4 investigate and obtain evidence and depose and interview witnesses.

5 13. State policy favors jurisdiction and venue in the County of San Francisco, California  
6 because the State of California has a policy of protecting California residents and ensuring the  
7 applicability of FEHA, and other applicable California laws.

8 14. Venue is proper in this Court because the acts and events set forth in this Complaint  
9 occurred in whole or in part in the County of San Francisco, California.

10 15. Plaintiff exhausted his administrative remedies by timely filing a complaint for the issues  
11 required to be raised herein against all defendants with the California Department of Fair  
12 Employment and Housing (“DFEH”) and thereafter received a “Right to Sue” letter from the  
13 DFEH, which allowed Plaintiff one year to file this action.

14 **GENERAL FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15 16. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 15, as though  
16 fully set forth herein.

17 17. On March 14, 2018, Kraken extended an offer of employment to Nathan Peter Runyon  
18 (“Runyon”) as a Financial Analyst. Runyon was to begin work on March 26, 2018, reporting to Ng,  
19 Chief Financial Officer. Runyon was offered a \$110,000 annual salary.

20 18. For the first week Runyon worked at Kraken he trained under Employee “1”<sup>1</sup> the US  
21 Controller to help Runyon better understand the financials and the layout of the company. It soon  
22 became apparent that the Controller was not very competent because he asked Runyon for help  
23 understanding simple finance questions such as “what causes the price of bitcoin to go up and  
24 down” (market supply/demand), “who owns the blockchain” (he thought it was a physical chain of  
25 blocks held in a vault somewhere, instead of a distributed ledger), and he thought there was 1-sided  
26 accounting (instead of 2 sided = debits and credits). Runyon helped educate Employee “1” on the

27 <sup>1</sup> In an effort to avoid potentially breaching Kraken’s overly broad confidentiality agreement signed by  
28 Plaintiff when he was hired, the names of non-public employees, specific software systems and financial  
terms offered to employees shall be kept confidential with use of vague identifications such as “Employee  
1.”

1 supply and demand concept of Bitcoin pricing and helped him understand how cryptocurrency  
2 works. Kraken's accountant, Employee "2" and Ng were present for several of these conversations  
3 with Employee "1" and Runyon.

4 19. Runyon was an asset to the company. Within less than a week at Kraken, Ng agreed to  
5 separate Runyon's work from Employee "1"'s and informed Employee "1" that Runyon did not  
6 report to him nor could tasks be assigned to him. Runyon even created an automated reconciliation  
7 tool for Employee "1" to use that automatically matched debits with credits. Within a few months  
8 Employee "1" was terminated as it was revealed through Runyon's competency and work  
9 performance that Employee "1" had a significant lack of understanding of the company and how to  
10 operate the accounting team.

11 20. Beginning March 30, 2018, Runyon's first assignment was to help with an audit, "Kraken  
12 FAS Registration AUP." Runyon created policy letters and documentation for the company even  
13 though he had only been working at Kraken for four days and knew nothing about the details.  
14 Runyon worked long hours and did not leave the office until after 10:00 or 11:30 p.m. to ensure that  
15 Kraken received all materials for the audit. Ng told Runyon to come up with anything for the audit  
16 list that would satisfy the audit questions without regard to how accurate the info was. Ng wanted  
17 something to "check the box." This was the first time Runyon questioned Ng's judgment and  
18 ethical obligations to the company.

19 21. Ng relied upon Runyon and his dedication to the company to accomplish tasks outside of  
20 his job duties and beyond his agreement with Kraken. Ng expected full devotion from Runyon to  
21 help accomplish these tasks, including cancelling his vacation in February 2019 to help finalize  
22 option grants. For example, Runyon completed a Data Analytics bootcamp at UC Berkeley in July  
23 2019 after Ng expressed concern that Employee "3," did not have the code skills she claimed. In  
24 late December 2018, Ng suggested to Runyon that he look into code school because he believed  
25 Employee "3" lied that about her skills with Python and Sequel. Again, this was beyond the  
26 agreement between Runyon and Kraken. Runyon found a 6-month Data Analytics course at UC  
27 Berkeley Extension which required 10 hours of weekly classroom study and 20+ hours of time  
28 p.m. until 9:30 p.m. and Saturday from 10:00 a.m. until 2:00 p.m. The course began February 4,

1 2019 and ended July 30, 2019. Ng suggested Runyon take the course. Runyon already worked  
2 between 55-65 hours a week at Kraken and after the 10 hours of weekly classes and completing the  
3 school assignments and projects Runyon spent another 30-40 hours a week on the class. **Runyon**  
4 **was never paid for the hours he spent on taking the class that Ng required he enroll in for**  
5 **Kraken, nor did Ng alter his employment agreement to reflect his new and extended duties**  
6 **and responsibilities.** Runyon quickly implemented his new skills at work and was proficient in  
7 Tableau and SQL. He also taught other employees how to use the programs. Yet another example  
8 occurred in February 2019, when Runyon was scheduled to take a week-long vacation for his best  
9 friend's wedding which was approved by Ng. The day before Runyon was scheduled to leave, Ng  
10 told Runyon he needed him to stay to help because the option grant from the Board required more  
11 work before it was finalized. The department managers kept requesting changes and Ng stated that  
12 he did not have the time and expected Runyon to not take his properly noticed vacation time to  
13 complete the task. Being a loyal and dedicated employee, Runyon canceled his trip and stayed at  
14 work to finish the option grants.

15 **Kraken and Ng Expected Its Employees to Ignore its Unethical and Illegal Business Tactics**

16  
17 22. Runyon came across numerous questionable business tactics that Ng condoned or was  
18 responsible for. Runyon questioned Ng's business decisions but for the most part, given Ng's  
19 response, Runyon noted the issue and moved on. It was not until May 2019, that Runyon's multiple  
20 challenges to Ng's fraudulent conduct became his last. The following are only a few examples of  
21 incidents Runyon discovered, reported and were summarily ignored.

22 23. In August 2018, after only working at Kraken for a few months, Ng asked Runyon if he  
23 could use Runyon's home address for applications for banks and regulators. Ng did not want  
24 anyone having his actual home address because he was allegedly concerned for his family's safety  
25 given the kidnapping in cryptocurrency exchanges. Ng urged Runyon to consider his request for his  
26 and his family's safety. Runyon felt obligated to agree but remained uncomfortable. Ng sensing  
27 Runyon's trepidation offered that the company would pay Runyon rent in the sum of \$1,600 per  
28 month for a "room" in his apartment so that Ng could use the address on legal, licensing and  
banking documents. Runyon reluctantly agreed. Before signing the lease, as Ng the renter and

1 Runyon the landlord, Runyon asked how he would be receiving the monthly rent, from Ng directly  
2 or the company. Ng said he would “figure it out” but that it didn’t need to be done right then. In  
3 August and October 2018, a member of the Compliance team provided a copy of a lease for  
4 Runyon to sign, however Runyon never received a fully executed copy with Ng’s signature. Ng led  
5 Runyon to believe that it would eventually be paid. On March 1, 2019, an attorney at Kraken, sent  
6 Runyon a lease to sign via DocuSign to “rent” Runyon’s apartment the following year. The attorney  
7 asked Runyon if Ng ever paid him rent and Runyon confirmed he never received any money. The  
8 attorney explained that Jesse Powell, CEO, did the same thing to her by using her apartment  
9 address and never compensated her with the agreed upon rent.

10 24. In April 2018, Runyon posted in the Slack channel suggestion box that Kraken remove the  
11 gendered bathrooms. Ng pulled Runyon aside and told him that not everyone thought his joke was  
12 funny. Runyon defended himself and explicitly stated his recommendation was not a joke and that  
13 Kraken should make the bathroom non-gender specific. Runyon later discovered Ng contemplated  
14 firing Runyon for this suggestion because they considered Runyon a “liability.”

15 25. In the summer of 2018, Runyon put the suggestion into the #SF-Office-Suggestions  
16 channel on Slack that the internet ports need to be changed. Christina Yee (“Yee”) (the girlfriend to  
17 the CEO, Jesse Powell), Head of KX/Kraken Experience, responded that the appearance of the  
18 office was more important than the functionality and Kraken would not be changing the ports. After  
19 a few months of nothing being changed along with extraordinarily poor and slow internet  
20 connections in the office, Runyon suggested to Kraken’s IT Specialist, Employee “4” via Slack that  
21 not having good connections was “*a pain in the ass to deal with*” because it severely and negatively  
22 impacted Runyon’s work and caused delays. For example, meetings were routinely delayed because  
23 the internet connections would take nearly ten mins to work. Additionally, Runyon was routinely  
24 late to call into meetings because the connections were not working.

25 26. Employee “4” became upset that Runyon used the phrase “pain in the ass” and went to Yee  
26 to complain about Runyon’s comment. Runyon discovered that Employee “4” complained after  
27 Yee asked Runyon why he used the phrase “pain in the ass” to Employee “4”. Runyon explained  
28 his comment and that he was not trying to be offensive or abrasive rather he was merely using that  
expression to communicate his frustration and thought because he and Employee “4” were on

1 friendly terms, given that they hung out outside of work on multiple occasions, it was not going to  
2 offend Employee "4". Yee responded that Runyon was not going to last long at Kraken. Runyon  
3 asked if Yee was threatening to fire him because it appeared from her statement that she was  
4 threatening his job even though she was not Runyon's manager. She became upset by Runyon's  
5 response. Immediately after the conversation with Yee, Runyon spoke with Ng and retold him the  
6 interaction he had with Employee "4" and Yee. Ng responded that Yee already told him and that  
7 she found Runyon's behavior rude. Runyon defended himself and said he was not being rude rather  
8 he was sincerely worried she was threatening his job. Ng asked Runyon inside his office and began  
9 to yell at Runyon about how he could not talk to Yee in that manner and whether Runyon  
10 understood that Yee and the CEO Jesse Powell ("Powell") were dating. Ng warned him that  
11 because of this relationship Runyon needed to be careful about what he said to the CEO's  
12 girlfriend.

13 27. A couple weeks later, during Ng and Runyon's weekly 1-on-1 meeting Ng asked Runyon if  
14 he ever heard "rumors" that Yee and Powell were dating. Runyon was confused by the question as  
15 **it was Ng who told Runyon the CEO and Head of KX were dating.** Ng explained how Runyon  
16 should not listen to those rumors because it was false. Ng's eyes darted back and forth at his phone  
17 as if it were on speaker for the listener to hear Ng's directive and Runyon's response. Runyon felt  
18 incredibly uncomfortable as Ng was clearly contradicting himself and was behaving strangely.  
19 Runyon later discovered that Powell and Yee's relationship could not be public given their roles as  
20 officers and major shareholders of Kraken as this created a conflict of interest and issues with the  
21 SEC.

22 28. On February 20, 2019, at 1:15 p.m. Runyon sent an email to Kraken's Compliance Officer,  
23 Steve Christie ("Christie"), along with a link to a country list to check on the countries that Kraken  
24 earned revenue streams from. Runyon was concerned about how Kraken aligned the countries for  
25 revenue reporting and mostly worried that Kraken could not operate in those countries. Runyon  
26 made numerous requests to Christie in person and via Slack messages to seek clarification on  
27 revenue alignment for each region regarding the topic. Runyon believed that Kraken could not  
28 receive revenue from many of the countries they did business with. Runyon explained to Christie in  
person (approximately five separate occasions) and on slack (three separate occasions) that some of

1 the countries and businesses Kraken received revenue from were on the United States Department  
2 of the Treasury's Office of Foreign Assets Control Specially Designated Nationals and Blocked  
3 Persons List ("OFAC List"). Runyon also raised these same concerns to Ng numerous times in  
4 person and on slack. On a slack channel with NG, Christie and Runyon, Runyon continued to ask  
5 Christie for his assistance in reviewing the OFAC List. Christie never responded and Ng never  
6 pursued the subject with Christie or Runyon. Runyon also raised this issue to Ng numerous times in  
7 their weekly meetings. Ng reassured Runyon that he would follow up with Christie and "it would  
8 be resolved." Runyon realized that Christie would never address his questions and concerns about  
9 this subject and Ng's lack of concern spoke volumes. Runyon eventually figured out that he should  
10 drop the issue to avoid further frustrating Ng.

11 29. In March 2019, Ng asked Runyon to help with reconciling the bank balances with the  
12 customer balances in Kraken's system. This involved Runyon looking into Kraken's system and  
13 looking up the total expected customer and operating account balances for U.S. Dollars, British  
14 Pounds, Canadian Dollars, Japanese Yen, Korean Won and Euros, then comparing that with  
15 Kraken's actual bank balances. Runyon discovered that Kraken's bank balances were short of  
16 customer deposits. After a thorough matching of deposits and withdrawals, Runyon concluded the  
17 bank accounts were short millions of dollars, but more research was needed to clarify why there  
18 was still a discrepancy. Runyon brought this to Ng's attention during weekly meetings and  
19 implored Ng to investigate where the missing funds are. Runyon was concerned that someone  
20 hacked into the system or found a loophole and was able to bleed the funds. In response, Ng  
21 immediately removed Runyon from working on the project after his discovery.

22 30. On March 29, 2019, Runyon requested a meeting with Ng to conduct a one-year  
23 evaluation. Ng asked Runyon to put together an employee performance plan for the company and  
24 that he wanted Runyon to be the first one to fill it out. Kraken did not conduct performance  
25 evaluations and had no established internal framework to support employee performance  
26 evaluations. Ng said he would use Runyon's format for the rest of the finance team once he used it  
27 on Runyon during his review. Runyon included three strengths, three weaknesses, a few grading  
28 categories such as "attention to detail" and three goals for the next year. At the end of Runyon  
walking Ng through the performance evaluation template, Ng's only response was how Runyon

1 needed to work more hours. Runyon was bewildered by Ng's statement, considering he worked  
2 some of the longest hours in the office. Runyon asked Ng who worked more than him, how much  
3 more did Runyon need to work, and who was meeting Ng's expectations? Ng became visibly upset  
4 and began to yell "*No one is meeting my expectations. I am not even meeting my own*  
5 *expectations.*" Ng explained that Runyon should only sleep two hours per night so he could be  
6 more productive and dedicated. Runyon did not agree with Ng's analysis and explained that  
7 sleeping only two hours a night was an unhealthy expectation. Runyon reminded Ng he also  
8 enrolled in the UC Berkeley Coding class, which he knew required an extra 20-30 hours outside of  
9 class on top of the 10 hours of classroom time. Ng had no response and the performance evaluation  
10 ended.

11 **Runyon was Terminated after Discovering Ng was Defrauding Kraken Employees**

12  
13 31. Beginning April 2019, Runyon spent the majority of his time working on a program which  
14 specializes in capitalization table management. This Program is an online based equity management  
15 and valuation company<sup>2</sup>. The Program users can exercise their stock options, transfer shares and  
16 companies can manage their capitalization table (Cap Table) and get assistance with valuing their  
17 company (known as a 409a valuation).

18 32. On or about May 7, 2019, Runyon noticed that the November 27, 2017 Board minutes set  
19 Employee "5's" options grant vesting schedule at a different vesting schedule than the one entered  
20 into the Program and Employee "6's" vesting information was also changed.<sup>3</sup> Runyon assumed it  
21 was an error with the upload when migrating to the Program so he changed it to reflect the Board's  
22 approved minutes. Employee "5" contacted Runyon to learn how they could exercise their options.  
23 Runyon discovered that once again in the Program it was changed back to the incorrect vesting

24  
25 <sup>2</sup> In an effort to avoid potentially breaching Kraken's overly broad confidentiality agreement signed by  
26 Plaintiff when he was hired, the names of the specific software systems shall be kept confidential with use of  
27 a vague identification such as "Program."

28 <sup>3</sup> In an effort to avoid potentially breaching Kraken's overly broad confidentiality agreement signed by  
Plaintiff when he was hired, the financial terms offered to employees, along with the specific vesting  
schedule shall be kept confidential. The issue remains the vesting scheduled inputted in the Program differed  
from the 2017 Board Minutes.

1 schedule. Runyon was confused and believed that someone else was deliberately entering the  
2 wrong information into the Program after he fixed it.

3 33. At an office party on May 10, 2019, during a co-worker's farewell dinner, Employee "5"  
4 asked Runyon again about exercising their options. Runyon explained that they had a certain  
5 vesting period. The following week Runyon looked back at the Board minutes. He was correct, the  
6 vesting schedule for the employee was identified as a set schedule in the Board Minutes and yet that  
7 is not what was inputted into the Program. Runyon sent Ng a slack message asking him about the  
8 incorrect vesting terms in Carta. Ng replied that the Board was in the process of amending it and  
9 Employee "5" *"does not know it should be [that vesting schedule] so it's not an issue."* Runyon  
10 wrote back *"I don't think that's legal and we need something to justify it or we will get hit on the*  
11 *audit if we don't have proper justification."* Runyon took great pride and ownership over his work  
12 and wanted to ensure that the things he worked on would pass audits. He did not want this to be a  
13 "hit" (negative) whenever Kraken was audited given that Kraken wanted to be a publicly traded  
14 company, which requires in depth audits. Ng ensured Runyon that he was going to take care of it  
15 and to "stop worrying about it." Runyon remained concerned about Ng's response.

16 34. The Board voted on new options grant on June 30, 2019. However, Runyon never found  
17 any amendments, or mention in the Board minutes that they voted to change Employee "5" or  
18 Employee "6's" vesting terms. Concerned, Runyon brought this issue to Ng's attention, again.  
19 Runyon reminded Ng that the Board did not change the vesting terms and Ng's entries in the  
20 Program differed from what the Board initially voted in 2017 which made Ng's modification  
21 illegal. Ng snapped at Runyon and told him to not worry about it. During this same conversation Ng  
22 also became upset and yelled at Runyon when he discovered that he changed the email address on a  
23 grant for Employee "7" to his actual email address instead of a blank placeholder email address. Ng  
24 did not want Employee "7" to receive the options or know about it until another time.

25 35. During Runyon's weekly meeting with Ng on July 11, 2019, Ng and Runyon were  
26 reviewing the new options grant upload in the Program and Ng saw that Runyon changed Employee  
27 "7's" email address back to the correct one instead of the placeholder email. Ng became visibly  
28 upset and yelled at Runyon that he was *"not allowed to change anything in [the Program] without*  
*getting written approval"* from Ng first. Ng told Runyon to put together a new process that would

1 ensure that he approved everything first. This was a red flag because before Runyon was expected  
2 to own the cap table management/the Program 100% and now he needed to run everything by Ng.  
3 Runyon calmly informed him that he believed the Board minutes were a legal document and they  
4 must be followed. Ng ignored Runyon's concerns again and repeated that Runyon must receive  
5 Ng's approval first before changing anything in the Program. As a result, Runyon put together a  
6 Google Sheet document and shared it with Ng. On the sheet Runyon included a column for the  
7 requested changes he wanted to make in the Program, the date requested, and a column for Ng to  
8 put his approval and notes in.

9  
10 **Runyon was Harassed at Kraken Due to his Marine Wartime Veteran Status**

11 36. In March 2019 Kraken updated its Human Resources software system to Bamboo HRIS.  
12 Runyon set up his account and added his wartime veteran status, including his military service  
13 awards and disabled veteran status. Runyon has been diagnosed with depression and anxiety.  
14 Around the first week of July 2019, Runyon was at the office working late and Ng asked Runyon if  
15 he wanted a beer. The office keeps a regular stock of beer and liquor at the office. Runyon agreed to  
16 have a beer while he was doing some work at his desk. During a brief conversation, Runyon told  
17 Ng it was great that Kraken collected the diversity information in Bamboo and maybe they could  
18 include it in the investor update deck that Runyon helps create. Ng then mentioned he saw  
19 Runyon's disabled veteran status in Bamboo in a surprised tone unaware that Runyon was a  
20 disabled veteran. Runyon confirmed he was disabled; Ng laughed and said: "*You don't look*  
21 *disabled.*" Runyon walked away and went to the restroom. Runyon was offended by the mocking  
22 tone and statement as to both his status as a veteran and his disability.

23 37. This was not the first time someone at the office made an offensive statement about his  
24 veteran status. Once in a meeting with the Director of Recruiting and the legal administrator, the  
25 Director of Recruiting asked Runyon if during his time in the Marines and overseas he ever killed  
26 anyone. Runyon – once again shocked and severely offended – responded that her question was  
27 inappropriate.

28 38. Over the course of Runyon's employment, Ng treated Runyon more harshly than any other  
Kraken employee that worked under him. Ng would frequently get angry, yell, lose his temper and

1 verbally attack Runyon. Runyon tried to bring this to Ng's attention by explaining that Ng yelled at  
2 and became angry with him more than anyone else at work. Ng's responded that he thought Runyon  
3 could handle it because of his military training and background. The yelling and verbal attacks  
4 continued to Runyon's dismay. On numerous occasions after Ng would verbally attack Runyon, he  
5 would remind him that Runyon was the only one on the team that he could talk to in this way  
6 because Runyon would not cry or get upset given Runyon's time served as a Marine and as such,  
7 could withstand this type of treatment. Runyon explained that just because he did not cry did not  
8 mean that Ng's treatment did not bother him. Ng continued to verbally harass and attack Runyon  
9 *because of his wartime veteran status.*

10 **Runyon's Reasonable Request for Accommodation Led to his Termination**

11  
12 39. In or around July 2019 Runyon approached Ng and asked him if he could take medical  
13 leave from August 1 through August 30, 2019. Runyon explained to Ng that he had not taken any  
14 PTO in over a year and he felt the symptoms of his depression, insomnia and anxiety becoming  
15 unmanageable. Runyon explained to Ng how working long hours in the office, and on weekends,  
16 including attending the UC Berkeley class Ng had him enroll in with numerous school projects and  
17 tests had taken its toll on Runyon's mental health and exacerbated his disability. Worried Ng would  
18 become angry or even prevent him from taking the necessary leave, Runyon proposed that during  
19 his 30 day leave he could make himself available via email and cell phone for Ng and even work a  
20 few hours each day if necessary. Ng verbally approved Runyon's PTO only if Runyon could  
21 complete the Program project first.

22 40. On the first day of Runyon's approved leave, Ng asked Runyon if he had time to talk. Ng  
23 called Runyon on Zoom, with no else on the line, Ng informed him the company decided that it was  
24 best to "sever their relationship" with Runyon immediately. Runyon was shocked that he was being  
25 terminated and on his first day of leave. Ng explained they would send him two different separation  
26 agreements to review and sign. Following the call Runyon's access to his slack channels were shut  
27 down, his applications deactivated, and he was logged out of his company computer.

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**FIRST CAUSE OF ACTION**  
**HARASSMENT IN VIOLATION OF CALIFORNIA GOVERNMENT CODE § 12940 et seq.**  
**(VETERAN STATUS)**  
**[Against all Defendants]**

41. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 40 as though fully set forth herein.

42. At all times herein mentioned Kraken qualified as “employer” as defined within California Fair Employment and Housing Act (California Government Code section 12940, et. seq. (“FEHA”), in that they regularly employed five (5) or more workers. FEHA requires employers, such as Kraken, to refrain from discrimination against, and harassment of, an employee on the basis of their actual or perceived medical disabilities, among other classifications.

43. At all times herein mentioned, Plaintiff was an employee of Kraken.

44. Defendants’ conduct, as alleged, violated FEHA, Government Code section 12900, et seq., and Defendants committed unlawful employment practices by harassing plaintiff and/or creating a hostile work environment, in whole or in part on the basis of Plaintiff’s veteran status in violation of Government Code section 12940(j). Ng and other Kraken employees subjected Plaintiff to inappropriate, at best, but highly offensive comments and continuous harassment due to his veteran status, including berating, verbally attacking and more in direct relation to his status as a veteran and based upon his military service.

45. Defendants’ conduct was extreme and outrageous and was a substantial factor in causing Plaintiff’s injuries, which include, but are not limited to: loss of income, humiliation, embarrassment, severe mental and emotional distress, and discomfort, all of which amount to Plaintiff’s damage which totals in excess of the minimum jurisdiction of this court, the precise amount to be proven at trial.

46. The actions alleged herein were taken by managing agents and/or officers of Kraken. In so doing, said managing agents acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

47. Government Code section 12965(b) permits the Court to award reasonable attorneys’ fees and costs (including expert costs) to Plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur legal expenses and attorneys’ fees in the pursuit of this action. As such,

1 Plaintiff is entitled to an award of reasonable attorneys' fees and costs (including expert costs).

2 **SECOND CAUSE OF ACTION**  
3 **DISCRIMINATION IN VIOLATION OF CALIFORNIA *GOVERNMENT CODE* § 12940 et seq.**  
4 **(MEDICAL CONDITION/DISABILITY)**  
5 **[Against all Defendants]**

6 48. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 47 as though  
7 fully set forth herein.

8 49. At all times herein mentioned Kraken qualified as "employer" as defined within California  
9 Fair Employment and Housing Act (California Government Code section 12940, et. seq.  
10 ("FEHA"), in that they regularly employed five (5) or more workers. FEHA requires employers,  
11 such as Kraken, to refrain from discrimination against, and harassment of, an employee on the basis  
12 of their actual or perceived medical disabilities, among other classifications.

13 50. At all times herein mentioned, Plaintiff was an employee of Kraken.

14 51. Defendants knew Plaintiff had a medical disability. Plaintiff was able to perform his duties  
15 with reasonable accommodations, including utilizing his permitted leave for his own medical and  
16 mental care. Kraken failed to accommodate Plaintiff and instead wrongfully terminated his  
17 employment on August 1, 2019.

18 52. Defendants' conduct was extreme and outrageous and was a substantial factor in causing  
19 Plaintiff's injuries, which include, but are not limited to: loss of income, humiliation,  
20 embarrassment, severe mental and emotional distress, and discomfort, all of which amount to  
21 Plaintiff's damage which totals in excess of the minimum jurisdiction of this court, the precise  
22 amount to be proven at trial.

23 53. The actions alleged herein were taken by managing agents and/or officers of Kraken. In so  
24 doing, said managing agents acted with oppression, fraud and malice, as those terms are used in  
25 California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

26 54. Government Code section 12965(b) permits the Court to award reasonable attorneys' fees  
27 and costs (including expert costs) to Plaintiff that successfully pursues a FEHA claim. Plaintiff has  
28 and will continue to incur legal expenses and attorneys' fees in the pursuit of this action. As such,  
29 Plaintiff is entitled to an award of reasonable attorneys' fees and costs (including expert costs).

WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set forth

1 below.

2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF CALIFORNIA**  
4 ***GOVERNMENT CODE § 12940, ET SEQ.***

5 [Against Employer Defendants]

6 55. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-54 as though fully set  
7 forth herein.

8 56. At all times herein mentioned, Kraken qualified as “employer” as defined within  
9 California Fair Employment and Housing Act (California Government Code 12940, et. seq., or  
10 “FEHA”), in that they regularly employed five or more workers.

11 57. At all times herein mentioned, Plaintiff was an employee of Kraken.

12 58. As stated supra, Kraken knew that Plaintiff had a medical condition.

13 59. Plaintiff requested that Kraken make reasonable accommodation for his medical condition  
14 so that he could be able to perform the essential job requirements. Plaintiff was willing to  
15 participate in an interactive process to determine whether reasonable accommodation could be  
16 made so that he would be able to perform the essential job requirements.

17 60. Kraken failed to participate in any good faith interactive process with Plaintiff to determine  
18 whether reasonable accommodations could be made.

19 61. Rather than engage in any interactive process Kraken terminated Plaintiff and as a result  
20 Plaintiff was harmed. Kraken’s failure to engage in a good-faith interactive process was a  
21 substantial factor in causing Plaintiff’s harm.

22 62. Defendants’ conduct was extreme and outrageous and was a substantial factor in causing  
23 Plaintiff’s injuries, which include, but are not limited to: loss of income, humiliation,  
24 embarrassment, severe mental and emotional distress, and discomfort, all of which amount to  
25 Plaintiff’s damage which totals in excess of the minimum jurisdiction of this court, the precise  
26 amount to be proven at trial.

27 63. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively  
28 with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive  
amounting to malice, in conscious disregard for Plaintiff’s rights and thus an award of exemplary  
and punitive damages is justified. Further, the actions directed at Plaintiff were carried out by

1 supervising employees acting in a deliberate, callous and intentional manner in order to injure and  
2 damage Plaintiff. Plaintiff is therefore entitled to recover and herein prays for punitive damages in  
3 an amount sufficient to punish and deter Defendants and others for such conduct.

4 64. Government Code section 12965(b) permits the Court to award reasonable attorneys' fees  
5 and costs (including expert costs) to Plaintiff that successfully pursues a FEHA claim. Plaintiff has  
6 and will continue to incur legal expenses and attorneys' fees in the pursuit of this action. As such,  
7 Plaintiff is entitled to an award of reasonable attorneys' fees and costs (including expert costs).

8 WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set forth  
9 below.

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO ACCOMMODATE IN VIOLATION OF CALIFORNIA GOVERNMENT CODE §**  
12 **12940, ET SEQ.**

13 [Against all Defendants]

14 65. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-64 as though fully set  
15 forth herein.

16 66. At all times herein mentioned, Kraken qualified as "employer" as defined within  
17 California Fair Employment and Housing Act (California Government Code 12940, et. seq., or  
18 "FEHA"), in that they regularly employed five or more workers.

19 67. At all times herein mentioned, Plaintiff was an employee of Kraken.

20 68. At stated supra, Kraken knew that Plaintiff had a medical condition.

21 69. Plaintiff was able to perform the essential job duties with reasonable accommodations for  
22 his medical condition. Plaintiff was harmed after Kraken failed to provide reasonable  
23 accommodations and instead terminated his employment.

24 70. Defendants' conduct was extreme and outrageous and was a substantial factor in causing  
25 Plaintiff's injuries, which include, but are not limited to: loss of income, humiliation,  
26 embarrassment, severe mental and emotional distress, and discomfort, all of which amount to  
27 Plaintiff's damage which totals in excess of the minimum jurisdiction of this court, the precise  
28 amount to be proven at trial.

71. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively  
with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive

1 amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary  
2 and punitive damages is justified. Further, Defendants acted in a deliberate, callous and intentional  
3 manner, in order to injure and damage Plaintiff. Plaintiff is therefore entitled to recover and herein  
4 prays for punitive damages in an amount sufficient to punish and deter Defendants and others for  
5 such conduct.

6 72. Government Code section 12965(b) permits the Court to award reasonable attorneys' fees  
7 and costs (including expert costs) to Plaintiff that successfully pursues a FEHA claim. Plaintiff has  
8 and will continue to incur legal expenses and attorneys' fees in the pursuit of this action. As such,  
9 Plaintiff is entitled to an award of reasonable attorneys' fees and costs (including expert costs).

10 WHEREFORE, Plaintiff prays for exemplary and punitive damages and judgment as hereinafter  
11 set forth.

12 **FIFTH CAUSE OF ACTION**

13 **RETALIATION IN VIOLATION OF CALIFORNIA *GOVERNMENT CODE* §12940, ET SEQ.**  
14 **[Against all Defendants]**

15 73. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-72 as though fully set  
16 forth herein.

17 74. California *Government Code* §12940 protects employees from retaliation when engaged in  
18 protected activity, or when engaged in activity that the Defendants perceive as protected activity.

19 75. As alleged herein, (1) Plaintiff engaged in protected activity, or the Defendants perceived  
20 him as engaged in protected activity; (2) Defendants subjected Plaintiff to an adverse employment  
21 decision; and (3) there was a causal connection between the two in that Plaintiff's engagement in  
22 protected activity was a substantial motivating factor in Defendants' decision to discharge Plaintiff.  
23 Plaintiff was harmed by Defendants' conduct and Defendants' conduct was a substantial factor in  
24 causing Plaintiff's harm.

25 76. Plaintiff engaged in two forms of protected activity. One, Plaintiff identified a medical  
26 condition and attempted to exercise his paid time off to manage the side effects of his disability  
27 which were exacerbated by Defendants. Plaintiff disclosed his disability to Ng who laughed in  
28 response to the disclosure because Plaintiff did not look disabled. Plaintiff once again approached  
Ng and asked if he could take time off to address his depression and anxiety. Ng agreed on the  
condition that Plaintiff finish a project in the Program. Plaintiff agreed he would not take time off

1 until he finished the project. On the first day of his leave, Plaintiff was fired.

2 77. Second, Plaintiff identified ethical and legal violations of policy and the law as relates to  
3 Kraken's and Ng's implementation of fraudulent and/or deceptive behavior as to the handling of  
4 accounts and employee retirement. Plaintiff complained of these practices and identified these  
5 problems to Ng and other managers. In response, Plaintiff was verbally harassed, work duties were  
6 changed, and he was threatened with loss of his job which ultimately happened.

7 78. Defendants' conduct, and each of it, was extreme and outrageous and was a substantial  
8 factor in causing Plaintiff's injuries, which include, but are not limited to: loss of income,  
9 humiliation, embarrassment, severe mental and emotional distress, and discomfort, all of which  
10 amount to Plaintiff's damage which totals in excess of the minimum jurisdiction of this court, the  
11 precise amount to be proven at trial.

12 79. Government Code section 12965(b) permits the Court to award reasonable attorneys' fees  
13 and costs (including expert costs) to Plaintiff that successfully pursues a FEHA claim. Plaintiff has  
14 and will continue to incur legal expenses and attorneys' fees in the pursuit of this action. As such,  
15 Plaintiff is entitled to an award of reasonable attorneys' fees and costs (including expert costs).

16 80. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively  
17 with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive  
18 amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary  
19 and punitive damages is justified. Further, the actions directed at Plaintiff were carried out by  
20 supervising employees acting in a deliberate, callous and intentional manner in order to injure and  
21 damage Plaintiff. Plaintiff is therefore entitled to recover and herein prays for punitive damages in  
22 an amount sufficient to punish and deter Defendants and others for such conduct.

23 WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set forth  
24 below.

25 **SIXTH CAUSE OF ACTION**

26 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION UNDER  
27 CALIFORNIA GOVERNMENT CODE §12940, ET SEQ.**

28 **[Against all Defendants]**

81. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-80 as though fully set  
forth herein.

1 82. FEHA, California *Government Code* § 12940(k), and other applicable provisions, make it  
2 an unlawful employment practice for an employer “to fail to take all reasonable steps necessary to  
3 prevent discrimination and harassment from occurring.”

4 83. At all times herein mentioned, Kraken qualified as “employer” as defined within California  
5 Fair Employment and Housing Act (California *Government Code* §12940, et. seq., or “FEHA”), in  
6 that they regularly employed five or more workers.

7 84. At all times herein mentioned, Plaintiff was an employee of Kraken.

8 85. Plaintiff was subjected to discrimination and harassment while employed by Kraken  
9 because of his disability and veteran status.

10 86. During the course of Plaintiff’s employment, Defendants failed to prevent their employees  
11 from engaging in intentional actions that resulted in Plaintiff’s being treated less favorably because  
12 of Plaintiff’s protected status (i.e. disability and veteran status). During the course of Plaintiff’s  
13 employment, Defendants failed to prevent their employees from engaging in unjustified  
14 employment practices against Plaintiff in such protected classes. During the course of Plaintiff’s  
15 employment Defendants failed to prevent a pattern and practice by their employees of intentional  
16 discrimination, harassment and retaliation on the basis of his disability, veteran status and protected  
17 activities.

18 87. Plaintiff believes and on that basis alleges that his disability, veteran status and  
19 whistleblowing activities were substantial motivating factors in Defendants’ employees’  
20 harassment, discrimination and retaliation against him.

21 88. As a proximate result of Defendants’ willful, knowing, and intentional misconduct,  
22 Plaintiff has sustained and continues to sustain substantial injuries, which include, but are not  
23 limited to: loss of income, humiliation, embarrassment, severe mental and emotional distress, and  
24 discomfort, all of which amount to Plaintiff’s damage which totals in excess of the minimum  
25 jurisdiction of this court, the precise amount to be proven at trial.

26 89. Government Code section 12965(b) permits the Court to award reasonable attorneys’ fees  
27 and costs (including expert costs) to Plaintiff that successfully pursues a FEHA claim. Plaintiff has  
28 and will continue to incur legal expenses and attorneys’ fees in the pursuit of this action. As such,  
Plaintiff is entitled to an award of reasonable attorneys’ fees and costs (including expert costs).

1 90. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively  
2 with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive  
3 amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary  
4 and punitive damages is justified. Further, the actions directed at Plaintiff were carried out by  
5 supervising employees acting in a deliberate, callous and intentional manner in order to injure and  
6 damage Plaintiff. Plaintiff is therefore entitled to recover and herein prays for punitive damages in  
7 an amount sufficient to punish and deter Defendants and others for such conduct.

8 WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set forth  
9 below.

10 **SEVENTH CAUSE OF ACTION**  
11 **WRONGFUL TERMINATION IN VIOLATION OF CALIFORNIA GOVERNMENT CODE §**  
12 **12940, ET SEQ.**

13 [Against all Defendants]

14 91. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-90 as though fully set  
15 forth herein.

16 92. At all times relevant to this Complaint, FEHA was in full force and effect and binding upon  
17 Defendant. FEHA prohibits employers from discharging or otherwise harassing or discriminating  
18 against an employee on the basis of disability in compensation, terms, conditions, or privileges of  
19 employment. Cal. Gov't Code§ 12940(a).

20 93. It is "the public policy of this state that it is necessary to protect and safeguard the right and  
21 opportunity of all persons to seek, obtain, and hold employment without discrimination or  
22 abridgment on account of ... physical disability, mentally disability, [or] medical condition." Cal.  
23 Gov't Code§ 12920.

24 94. Defendant violated California public policy by terminating, actually and/or constructively,  
25 Plaintiff's employment because of his disability. The termination was in violation of fundamental,  
26 substantial public policies of this state, including, but not limited to the FEHA.

27 95. As a proximate result of Defendants' wrongful conduct, Plaintiff has suffered actual,  
28 consequential, and incidental damages, including without limitation, loss of regular employment  
and loss of career advancement opportunities in an amount subject to proof at trial.

1 96. Government Code section 12965(b) permits the Court to award reasonable attorneys' fees  
2 and costs (including expert costs) to Plaintiff that successfully pursues a FEHA claim. Plaintiff has  
3 and will continue to incur legal expenses and attorneys' fees in the pursuit of this action. As such,  
4 Plaintiff is entitled to an award of reasonable attorneys' fees and costs (including expert costs).

5 97. As a direct, foreseeable, and proximate result of Defendants' wrongful conduct, Plaintiff  
6 has suffered, and continues to suffer, substantial earnings and job benefits, in addition to  
7 humiliation, embarrassment, and mental and emotional distress in an amount exceeding  
8 jurisdictional limits, the precise amount of which is subject to proof at trial.

9 98. Defendants' acts were committed maliciously, fraudulently, and oppressively, with the  
10 wrongful intention of harming Plaintiff. Therefore, Plaintiff is entitled to punitive damages in  
11 amount subject to proof at trial.

12 **EIGHT CAUSE OF ACTION**  
13 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**  
14 **[Against all Defendants]**

15 99. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-98 as though  
16 fully set forth herein.

17 100. Plaintiff entered into an agreement with Defendant to perform services as an IT  
18 Analysis at Kraken. Plaintiff substantially performed his job duties. Defendants, and each of them,  
19 altered the terms and conditions of Plaintiff's employment through various new and different  
20 duties, including adding to his scope of work and forcing him to take on new classes and duties.  
21 Even more, Plaintiff was hired with an understanding that the work he was to perform would be  
22 legal and be handled pursuant to the appropriate policies and systems. Plaintiff quickly became  
23 aware of many problems. When these were identified, Plaintiff was harassed, removed from the  
24 assignment, and ultimately fired.

25 101. Defendants wrongfully terminated Plaintiff in violation of public policy due to his  
26 protected status (i.e. disability and veteran status) and protected activities (i.e. whistleblowing).  
27 Defendants' conduct was a failure to act fairly and in good faith.

28 102. As a result of this conduct, Plaintiff was harmed by this conduct in an amount to be  
proven at trial.

1 NINTH CAUSE OF ACTION  
2 TERMINATION, RETALIATION AND OTHER CONDUCT IN VIOLATION OF *LABOR*  
3 *CODE* § 1102.5

4 [Against all Defendants]

5 103. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-102 as though  
6 fully set forth herein.

7 104. In doing the things herein alleged, and otherwise will be proven at trial, Defendants,  
8 and each of them, violated *Labor Code* § 1102.5, which provides, in part that:

9 “(a) An employer, or any person acting on behalf of the employer, shall not make, adopt, or  
10 enforce any rule, regulation, or policy preventing an employee from disclosing information  
11 to a government or law enforcement agency, to a person with authority over the employee,  
12 or to another employee who has authority to investigate, discover, or correct the violation or  
13 noncompliance, or from providing information to, or testifying before, any public body  
14 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to  
15 believe that the information discloses a violation of state or federal statute, or a violation of  
16 or noncompliance with a local, state, or federal rule or regulation, regardless of whether  
17 disclosing the information is part of the employee’s job duties.

18 (b) An employer, or any person acting on behalf of the employer, shall not retaliate against  
19 an employee for disclosing information, or because the employer believes that the employee  
20 disclosed or may disclose information, to a government or law enforcement agency, to a  
21 person with authority over the employee or another employee who has the authority to  
22 investigate, discover, or correct the violation or noncompliance, or for providing  
23 information to, or testifying before, any public body conducting an investigation, hearing, or  
24 inquiry, if the employee has reasonable cause to believe that the information discloses a  
25 violation of state or federal statute, or a violation of or noncompliance with a local, state, or  
26 federal rule or regulation, regardless of whether disclosing the information is part of the  
27 employee’s job duties.

28 (c) An employer, or any person acting on behalf of the employer, shall not retaliate against

1 an employee for refusing to participate in an activity that would result in a violation of state  
2 or federal statute, or a violation of or noncompliance with a local, state, or federal rule or  
3 regulation.

4  
5 (d) An employer, or any person acting on behalf of the employer, shall not retaliate against  
6 an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any  
7 former employment.”

8 105. Plaintiff engaged in protected activity of reporting that the CEO’s decision to unilaterally  
9 make changes in the stock options program, the Program, did not accurately reflect the correct  
10 vesting schedule as denoted in the November 2017 Board minutes was illegal. Runyon warned Ng  
11 that he could not unilaterally make those changes to people’s vesting schedules without Board  
12 approval. Ng was caught and his attempts to assuage Runyon into believing that the Board was  
13 going to change the vesting schedule and his repeated assurances to “not worry” did not work. After  
14 Runyon discovered the Board did not modify the vesting schedule on June 30, 2019, once again, to  
15 his detriment, Runyon approached Ng with the same dilemma. Within nine (9) days of lodging his  
16 complaint, Ng fired Runyon.

17 106. Instead of investigating, remedying and/or otherwise addressing the concerns of Runyon,  
18 Kraken encouraged, ratified, supported, and terminated Runyon. Terminating Plaintiff’s position  
19 followed too close in proximity after he brought the fraud to Ng’s attention. It is Kraken’s burden to  
20 offer legitimate, nonretaliatory reason for its actions, of which none have been provided.

21 107. By terminating Plaintiff in retaliation for reporting and insisting on using the correct  
22 vesting schedules for employees’ stock options Defendants, and each of them, violated *Labor Code*  
23 § 1102.5 after terminating Plaintiff’s employment.

24 108. As a direct and proximate result of Defendants’ conduct, Plaintiff has suffered damages,  
25 including, but not limited to, lost past and future wages and benefits and mental anguish and  
26 emotional suffering, all in an amount to be proven at trial and in excess of the jurisdictional  
27 minimum of this court.

28 109. In doing the things herein alleged, Defendants were guilty of oppression, fraud and malice  
in that they, among other things, acted with a willful and conscious disregard for Plaintiff’s rights,

1 insofar as the things alleged were attributable to employees of Defendants, said employees were  
2 employed by Defendants with a conscious disregard for the rights of others and/or Defendants  
3 authorized or ratified the wrongful conduct and/or there was advance knowledge, conscious  
4 disregard, authorization, ratification or act of oppression, fraud or malice on the part of an officer,  
5 director or managing agent of Defendants all entitling Plaintiff to recovery of exemplary and  
6 punitive damages.

7 **TENTH CAUSE OF ACTION**  
8 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

9 [Against all Defendants]

10 110. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-109 as though fully  
11 set forth herein.

12 111. The public policy of the State of California, as codified, expressed and mandated in *Labor*  
13 *Code* section 1102.5 and other applicable law is to prohibit employers from: (1) implementing  
14 policies preventing employees from disclosing reasonably based suspicions of violations of state or  
15 federal statutes; (2) retaliating against employees who have disclosed reasonably based suspicions  
16 of violations of state or federal statutes to government agencies; and (3) retaliating against  
17 employees who oppose or refuse to participate in activities that they reasonably believe would  
18 result in violations of state or federal statutes. This public policy of the State of California is  
19 designed to protect all employees and to promote the welfare and well-being of the community at  
20 large.

21 112. Plaintiff engaged in a protected activity when he opposed the changes made to certain  
22 employee stock vesting schedules that differed from what the Board of Directors voted. The  
23 Defendants' termination of Plaintiff for engaging in a protected activity is in direct violation of the  
24 public policies codified under California Corporations Code and Civil Code.

25 113. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages  
26 which include, but are not limited to: lost past and future wages and benefits, humiliation,  
27 embarrassment, severe mental and emotional distress, and discomfort, all of which amount to  
28 Plaintiff's damage which totals in excess of the minimum jurisdiction of this court, the precise  
amount to be proven at trial.

1 114. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively  
2 with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive  
3 amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary  
4 and punitive damages is justified. Further, the actions directed at Plaintiff were carried out by  
5 supervising employees acting in a deliberate, callous and intentional manner in order to injure and  
6 damage Plaintiff. Plaintiff is therefore entitled to recover and herein prays for punitive damages in  
7 an amount sufficient to punish and deter Defendants and others for such conduct.

8 WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set forth  
9 below.

10 **ELEVENTH CAUSE OF ACTION**  
11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

12 [Against all Defendants]

13 115. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-114 as though fully  
14 set forth herein.

15 116. Defendants engaged in outrageous and unprivileged conduct that Plaintiff is informed and  
16 believes was intended to cause him harm. Alternatively, Defendants acted with reckless disregard  
17 of the probability that Plaintiff would suffer emotional distress as a result of their outrageous  
18 conduct as described supra.

19 117. As a direct and proximate result of Defendants' and each of their, outrageous,  
20 unprivileged, and extreme conduct alleged above, Plaintiff suffered severe, substantial and enduring  
21 emotional distress, including humiliation, embarrassment, high levels of stress, anxiety, insomnia  
22 and indignity, in an amount which will be proven at trial.

23 118. Defendants', and each of their, conduct was intentional and malicious, and done for the  
24 purpose of causing Plaintiff to suffer severe, substantial and enduring humiliation, mental anguish,  
25 and emotional and physical distress. Alternatively, Defendants, and each of them, acted with  
26 reckless disregard of the probability that their harassing and discriminating conduct, alleged supra,  
27 would in fact cause Plaintiff to suffer humiliation, mental anguish, and emotional and physical  
28 distress. Further, Defendants' conduct in confirming and ratifying the original  
discriminatory/harassing conduct, without redress of any kind, was done with the knowledge that

1 Plaintiff's emotional and physical distress would thereby increase and was done with a wanton and  
2 reckless disregard of the consequences to Plaintiff.

3 119. In failing to correct, prevent or refrain from said harassing and retaliatory conduct,  
4 Defendants caused Plaintiff severe harm. Defendants', and each of their, conduct was malicious  
5 and oppressive, in willful and conscious disregard of Plaintiff's rights and subjected Plaintiff to  
6 cruel and unjust hardship. Thus, an award of exemplary and punitive damages is justified in an  
7 amount to be proven at trial.

8 WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set  
9 forth below.

10 **TWELFTH CAUSE OF ACTION**  
11 **BREACH OF CONTRACT**

12 [Against all Defendants]

13 120. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-119 as though  
14 fully set forth herein.

15 121. In August 2018 and March 1, 2019 Plaintiff and Defendant, Ng, entered into a  
16 written lease agreement. Under the terms Ng rented a room in Plaintiff's residence and was  
17 obligated to pay rent in the sum of \$1,600 per month along with a security deposit. (A copy of the  
18 rental agreement is attached to the complaint as **Exhibit 1** and incorporated herein by reference).

19 122. Pursuant to paragraph 3 A through D of the lease agreement "RENT: "Rent" shall  
20 mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except  
21 security deposit. Tenant agrees to pay \$1600 per month for the term of the Agreement. Rent is  
22 payable in advance on the 1st day of each calendar month, and is delinquent on the next day. If  
23 Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and  
24 Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second  
25 calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each  
26 day remaining in the prorated second month. PAYMENT: (1) Rent shall be paid by personal  
27 check, money order, cashier's check, made payable to Pete Runyon."

28 123. Defendant, Ng failed to pay rent or the security deposit. Pursuant to the lease  
agreement, paragraph 26, "... in the event of termination by Tenant prior to completion of the

1 original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions,  
2 advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may  
3 withhold any such amounts from Tenant's security deposit.

4 124. Pursuant to paragraph 2A of the lease agreement Defendant, Ng failed to terminate  
5 the tenancy by giving written notice at least 30 days prior to intended termination date.

6 125. Pursuant to paragraph 6 of the lease agreement if any rent is not received by  
7 Landlord within five calendar days after the date due an additional 5% of the rent due as a Late  
8 Charge.

9 126. Since April 1, 2019, Ng breached the lease by failing to pay the sums and security  
10 deposit due.

11 127. Plaintiff has performed all terms and conditions required of him to be performed  
12 under the lease.

13 128. Plaintiff was harmed and Defendant's breach of contract was a substantial factor in  
14 causing Plaintiff's harm.

15 129. As a result of Defendant's material breach of the Lease, as set forth above Plaintiff  
16 has been damaged in an amount that now exceeds \$20,800 not including interest and late fees  
17 thereon. Plaintiff herein seeks damages in amounts to be shown in accordance with proof at the  
18 time of trial.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff makes the following demand:

- 21 (a) That process be issued and served as provided by law, requiring Defendants, and each of  
22 them, to appear and answer or face judgment;
- 23 (b) For general, special, actual, compensatory and/or nominal damages against Defendants  
24 in an amount to be determined at trial;
- 25 (c) For punitive damages in an amount to be determined at trial sufficient to punish,  
26 penalize and/or deter Defendants and others from engaging in the conduct described  
27 herein;
- 28 (d) For back and /or front pay and other benefits Plaintiff would have been afforded but-for

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Defendants' unlawful conduct;

- (e) For costs and expenses of this litigation;
- (f) For reasonable attorneys' fees, where applicable;
- (g) For pre and post-judgment interest on all damages and other relief awarded herein from all entities against whom such relief may be properly awarded;
- (h) For past-due Base Rent, Security Deposit, Late Charges, Interest and other charges, as of the date of this Complaint, in the amount of at least \$20,800;
- (i) For interest at the legal rate of ten percent (10%) per year for all amounts of Rent past due from the date they were due at the time of the award; and
- (j) For all such other and further relief as the nature of the case may require and the court deems appropriate and just.

Dated: November 22, 2019

**LAW OFFICES OF CLAIRE COCHRAN**




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**CLAIRE COCHRAN**  
**NATALIE A. XIFO**  
Attorneys for Plaintiff  
**NATHAN PETER RUNYON**

**PLAINTIFF DEMANDS TRIAL BY JURY.**

Dated: November 22, 2019

**LAW OFFICES OF CLAIRE COCHRAN**




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**CLAIRE COCHRAN**  
**NATALIE A. XIFO**  
Attorneys for Plaintiff  
**NATHAN PETER RUNYON**

# Exhibit A



CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 6/18)



RESIDENTIAL BROKERAGE

Date 03/01/2019, Pete Ruyon ("Landlord") and Kaiser Ng ("Tenant") agree as follows ("Agreement"):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 456 South Van Ness Ave., San Francisco, CA 94103 ("Premises").
B. The Premises are for the sole use as a personal residence by the following named person(s) only: Kaiser Ng
C. The following personal property, maintained pursuant to paragraph 11, is included: refrigerator or (if checked) the personal property on the attached addendum is included.
D. The Premises may be subject to a local rent control ordinance

2. TERM: The term begins on (date) April 1, 2019 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- [X] A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
[ ] B. Lease: This Agreement shall terminate on (date) at AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$1,600.00 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
D. PAYMENT: (1) Rent shall be paid by [X] personal check, [X] money order, [X] cashier's check, made payable to Pete Ruyon, [X] wire/electronic transfer, or other
(2) Rent shall be delivered to (name) at (address), (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of and on the following days).
(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$1,600.00 as a security deposit. Security deposit will be [X] transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials

[Handwritten initials]

Landlord's Initials

[Handwritten initials PR]



Premises: 456 South Van Ness Ave., San Francisco, CA 94103 Date: 03/01/2019

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by  personal check,  money order, or  cashier's check,  wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from 03/01/2019					
to 03/01/2019 (date)	\$1,600.00	\$1,600.00		03/01/2019	Pete Ruyon
*Security Deposit	\$1,600.00	\$1,600.00		03/01/2019	Pete Ruyon
Other					
Other					
Total	\$3,200.00	\$3,200.00			

\*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or 5.000 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

A. Parking is permitted as follows: in space assigned

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR  B. Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

A. Storage is permitted as follows: The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_ except \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

A. Water Submeters: Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

B. Gas Meter: The Premises does not have a separate gas meter.

C. Electric Meter: The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_

B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within 3 days after execution of this Agreement;  prior to the Commencement Date;  within 3 days after the Commencement Date.

(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or  ) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials ( ) ( )

Landlord's Initials PR ( ) ( )



Premises: 456 South Van Ness Ave., San Francisco, CA 94103

Date: 03/01/2019

- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  \_\_\_\_\_) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
- E. Other: \_\_\_\_\_

**11. MAINTENANCE USE AND REPORTING:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. PETS:** Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent,  except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

**14. SMOKING:**

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises.  Smoking of the following substances only is allowed: \_\_\_\_\_

**15. RULES/REGULATIONS:**

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

**B. (If applicable, check one)**

- 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

Tenant's Initials ( DS ) ( \_\_\_\_\_ )

Landlord's Initials ( PR ) ( \_\_\_\_\_ )



Premises: 456 South Van Ness Ave., San Francisco, CA 94103

Date: 03/01/2019

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is ...
B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities.
C. (Check one)
1. Landlord shall provide Tenant with a copy of the HOA Rules within ... days or ...
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive) prior to the Commencement Date, or ...:
2 key(s) to Premises,
1 key(s) to mailbox,
key(s) to common area(s),
1 remote control device(s) for garage door/gate opener(s),
B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons").
B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
C. (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING: A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies ( does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials ( ) ( )

Landlord's Initials ( PR ) ( )



Premises: 456 South Van Ness Ave., San Francisco, CA 94103

Date: 03/01/2019

**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

A. (1) Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B.  Tenant is already in possession of the Premises.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:** A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C.  Tenant shall obtain liability insurance, in an amount not less than \$ \_\_\_\_\_, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials DS ( ) ( )

Landlord's Initials PR ( ) ( )



Premises: 456 South Van Ness Ave., San Francisco, CA 94103

Date: 03/01/2019

32 **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Pete Ruyon  
\_\_\_\_\_  
\_\_\_\_\_

Tenant: Kaiser Ng  
456 South Van Ness  
San Francisco, CA 94103

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. **REPRESENTATION**

**A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: **(i)** before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; **(ii)** After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

**B. LANDLORD REPRESENTATIONS:** Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

35. **MEDIATION:**

**A.** Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

**B.** The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

**C.** Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ \_\_\_\_\_), except as provided in paragraph 35A.

37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. **STATUTORY DISCLOSURES:**

**A.**  **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

**B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**

- 1.  Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 2.  Premises is a house. Tenant is responsible for periodic pest control treatment.

**C.**  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

**D. BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

**E. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

**F.**  **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

**G.**  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

**H. FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

Tenant's Initials ( PR ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

LR REVISED 6/18 (PAGE 6 OF 8)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 8)



Premises: 456 South Van Ness Ave., San Francisco, CA 94103

Date: 03/01/2019

39. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

40. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) N/A

is the agent of (check one): [ ] the Landlord exclusively; or [ ] both the Landlord and Tenant.

Leasing Agent: (Print firm name) N/A

(if not same as Listing Agent) is the agent of (check one): [ ] the Tenant exclusively; or [ ] the Landlord exclusively; or [ ] both the Tenant and Landlord.

B. DISCLOSURE: [ ] (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

41. [ ] TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

42. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

43. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

44. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

45. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement:

[ ] Keysafe/Lockbox Addendum (C.A.R. Form KLA); [X] Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

[ ] Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); [ ] Landlord in Default Addendum (C.A.R. Form LID)

[X] Bed Bug Disclosure (C.A.R. Form BBD); [X] Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)

Other: \_\_\_\_\_

46. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 49 or 50 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

47. [ ] INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

48. The Premises is being managed by Owner, (or, if checked):

[ ] Listing firm in box below [ ] Leasing firm in box below [ ] Property Management firm immediately below

Real Estate Broker (Property Manager) N/A DRE Lic # \_\_\_\_\_

By (Agent) N/A DRE Lic # \_\_\_\_\_

Address \_\_\_\_\_ Telephone # \_\_\_\_\_

Tenant's Initials ( [Signature] )

Landlord's Initials ( PR )



Premises: 456 South Van Ness Ave., San Francisco, CA 94103

Date: 03/01/2019

49. Tenant agrees to rent the Premises on the above terms and conditions.

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant [Signature] Date 4.12.2019

Print Name Kaiser Ng

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA)

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

50. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord [Signature] Date 03/01/2019 Landlord \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 40.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) N/A DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) N/A DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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CALIFORNIA ASSOCIATION OF REALTORS®

BED BUG DISCLOSURE

(C.A.R. Form BBD, 6/17) (California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated March 1, 2019, on property known as 456 South Van Ness Ave., San Francisco, CA 94103

in which Kaiser Ng is referred to as ("Tenant") and Pete Ruyon is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

- 1. Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. Common signs and symptoms of a possible bed bug infestation:
- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date DocuSigned by: [Signature] Date DocuSigned by: Pete Ruyon
Tenant 5C20EA18B8D34EE Kaiser Ng Landlord 00205E6BC3BE40F... Pete Ruyon
Tenant Landlord

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CALIFORNIA ASSOCIATION OF REALTORS®

TENANT FLOOD HAZARD DISCLOSURE (C.A.R. Form TFHD, 6/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), [ ] Residential Lease After Sale, [ ] Other, dated March 1, 2019, on property known as 456 South Van Ness Ave., San Francisco, CA 94103 in which Kaiser Ng is referred to as ("Tenant") and Pete Ruyon is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

- 1. [ ] The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply: A. The owner has actual knowledge of that fact. B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding. C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance. D. The owner currently carries flood insurance.
2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).
3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date DocuSigned by: Kaiser Ng 5C20EA18B8D34EE...

Date DocuSigned by: Pete Ruyon 0020FEA86C3BE40F...

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TFHD 6/18 (PAGE 1 OF 1)

TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State bar number, and address):  
**Claire Cochran, Esq. (SBN 222469) and Natalie A. Xifo, Esq. (SBN: 200930)**  
**Law Offices of Claire Cochran, P.C.**  
**100 Pine Street, Suite 1250 San Francisco CA 94111**  
 TELEPHONE NO.: **415.580.6019** FAX NO.:  
 ATTORNEY FOR (Name): **Nathan Peter Runyon**

FOR COURT USE ONLY  
**FILED**  
 San Francisco County Superior Court  
 NOV 26 2019  
 CLERK OF THE COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **San Francisco**  
 STREET ADDRESS: **400 McAllister St.**  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: **San Francisco 94102**  
 BRANCH NAME: **Civic Center Courthouse**

BY: *Sharon*  
 Deputy Clerk

CASE NAME:  
**NATHAN PETER RUNYON v. PAYWARD, INC., a California Corporation d/b/a KRAKEN and KAISER NG an individual; and DOES 1-50**

CASE NUMBER:  
**GGC-19-581099**  
 JUDGE:  
 DEPT:

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

1. Check one box below for the case type that best describes this case:

<p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): **10**
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may

Date: **November 22, 2019**  
**Claire E. Cochran, Esq.**  
 (TYPE OR PRINT NAME)

*Claire Cochran*  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

**BY FAX**

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<p><b>Auto Tort</b></p> <ul style="list-style-type: none"> <li>Auto (22)—Personal Injury/Property Damage/Wrongful Death</li> <li>Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</li> </ul> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <ul style="list-style-type: none"> <li>Asbestos (04) <ul style="list-style-type: none"> <li>Asbestos Property Damage</li> <li>Asbestos Personal Injury/Wrongful Death</li> </ul> </li> <li>Product Liability (<i>not asbestos or toxic/environmental</i>) (24)</li> <li>Medical Malpractice (45) <ul style="list-style-type: none"> <li>Medical Malpractice—Physicians &amp; Surgeons</li> <li>Other Professional Health Care Malpractice</li> </ul> </li> <li>Other PI/PD/WD (23) <ul style="list-style-type: none"> <li>Premises Liability (e.g., slip and fall)</li> <li>Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)</li> <li>Intentional Infliction of Emotional Distress</li> <li>Negligent Infliction of Emotional Distress</li> <li>Other PI/PD/WD</li> </ul> </li> </ul> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <ul style="list-style-type: none"> <li>Business Tort/Unfair Business Practice (07)</li> <li>Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)</li> <li>Defamation (e.g., slander, libel) (13)</li> <li>Fraud (16)</li> <li>Intellectual Property (19)</li> <li>Professional Negligence (25) <ul style="list-style-type: none"> <li>Legal Malpractice</li> <li>Other Professional Malpractice (<i>not medical or legal</i>)</li> </ul> </li> <li>Other Non-PI/PD/WD Tort (35)</li> </ul> <p><b>Employment</b></p> <ul style="list-style-type: none"> <li>Wrongful Termination (36)</li> <li>Other Employment (15)</li> </ul>	<p><b>Contract</b></p> <ul style="list-style-type: none"> <li>Breach of Contract/Warranty (06)</li> <li>Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>)</li> <li>Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)</li> <li>Negligent Breach of Contract/Warranty</li> <li>Other Breach of Contract/Warranty</li> <li>Collections (e.g., money owed, open book accounts) (09)</li> <li>Collection Case—Seller Plaintiff</li> <li>Other Promissory Note/Collections Case</li> <li>Insurance Coverage (<i>not provisionally complex</i>) (18) <ul style="list-style-type: none"> <li>Auto Subrogation</li> <li>Other Coverage</li> </ul> </li> <li>Other Contract (37) <ul style="list-style-type: none"> <li>Contractual Fraud</li> <li>Other Contract Dispute</li> </ul> </li> </ul> <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li>Eminent Domain/Inverse Condemnation (14)</li> <li>Wrongful Eviction (33)</li> <li>Other Real Property (e.g., quiet title) (26) <ul style="list-style-type: none"> <li>Writ of Possession of Real Property</li> <li>Mortgage Foreclosure</li> <li>Quiet Title</li> <li>Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</li> </ul> </li> </ul> <p><b>Unlawful Detainer</b></p> <ul style="list-style-type: none"> <li>Commercial (31)</li> <li>Residential (32)</li> <li>Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</li> </ul> <p><b>Judicial Review</b></p> <ul style="list-style-type: none"> <li>Asset Forfeiture (05)</li> <li>Petition Re: Arbitration Award (11)</li> <li>Writ of Mandate (02) <ul style="list-style-type: none"> <li>Writ—Administrative Mandamus</li> <li>Writ—Mandamus on Limited Court Case Matter</li> <li>Writ—Other Limited Court Case Review</li> </ul> </li> <li>Other Judicial Review (39) <ul style="list-style-type: none"> <li>Review of Health Officer Order</li> <li>Notice of Appeal—Labor Commissioner Appeals</li> </ul> </li> </ul>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b></p> <ul style="list-style-type: none"> <li>Antitrust/Trade Regulation (03)</li> <li>Construction Defect (10)</li> <li>Claims Involving Mass Tort (40)</li> <li>Securities Litigation (28)</li> <li>Environmental/Toxic Tort (30)</li> <li>Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</li> </ul> <p><b>Enforcement of Judgment</b></p> <ul style="list-style-type: none"> <li>Enforcement of Judgment (20) <ul style="list-style-type: none"> <li>Abstract of Judgment (Out of County)</li> <li>Confession of Judgment (<i>non-domestic relations</i>)</li> <li>Sister State Judgment</li> <li>Administrative Agency Award (<i>not unpaid taxes</i>)</li> <li>Petition/Certification of Entry of Judgment on Unpaid Taxes</li> <li>Other Enforcement of Judgment Case</li> </ul> </li> </ul> <p><b>Miscellaneous Civil Complaint</b></p> <ul style="list-style-type: none"> <li>RICO (27)</li> <li>Other Complaint (<i>not specified above</i>) (42) <ul style="list-style-type: none"> <li>Declaratory Relief Only</li> <li>Injunctive Relief Only (<i>non-harassment</i>)</li> </ul> </li> <li>Mechanics Lien</li> <li>Other Commercial Complaint Case (<i>non-tort/non-complex</i>)</li> <li>Other Civil Complaint (<i>non-tort/non-complex</i>)</li> </ul> <p><b>Miscellaneous Civil Petition</b></p> <ul style="list-style-type: none"> <li>Partnership and Corporate Governance (21)</li> <li>Other Petition (<i>not specified above</i>) (43) <ul style="list-style-type: none"> <li>Civil Harassment</li> <li>Workplace Violence</li> <li>Elder/Dependent Adult Abuse</li> <li>Election Contest</li> <li>Petition for Name Change</li> <li>Petition for Relief From Late Claim</li> </ul> </li> <li>Other Civil Petition</li> </ul>
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