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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ALAMEDA**

10
11 LINDSAY SHORT f/k/a LINDSAY TATUM,
an individual

12 Plaintiff.

13 v.
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15 NEURALINK, CORP. a Delaware
corporation; KYLIE THURMAN, an
individual; AUTUMN SORRELLS, an
16 individual; and DOES 1 through 20, inclusive.

17 Defendants.
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Case No. **24CV079691**

PLAINTIFFS' COMPLAINT FOR:

1. Discrimination Based on Sex (Pregnancy) in Violation of FEHA;
2. Failure to Engage in the Interactive Process in Violation of California Government Code § 12940 et seq.;
3. Failure to Provide Reasonable Accommodations in Violation of California Government Code § 12940 et seq.;
4. Retaliation in Violation of FEHA;
5. Whistleblower Retaliation in Violation of Labor Code § 1102.5;
6. Retaliation in Violation of Labor Code § 230.8;
7. Whistleblower Protection – Health or safety complaint (Labor Code §6310);
8. Wrongful Termination in Violation of Public Policy;
9. Breach of Oral Contract;
10. Failure to Pay Minimum Wages Pursuant to Labor Code §§ 1194, 1194.2, and § 1197;
11. Failure to Pay Overtime Wages;
12. Failure to Provide Meal and Rest Breaks Pursuant to Labor Code §§ 226.7 and 512;
13. Failure to Provide Accurate Itemized

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- 1 Wage Statements; and
2 14. Intentional Infliction of Emotional
3 Distress.
4 15. Negligent Infliction of Emotional
5 Distress

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7 **DEMAND FOR JURY TRIAL**

8 **COME NOW** PLAINTIFF, LINDSAY SHORT f/k/a LINDSAY TATUM, an individual, alleges
9 as follows:

10 **JURISDICTION AND VENUE**

11 1. This is an unlimited civil case, and the Court has jurisdiction over this action because
12 the amount of controversy exceeds \$35,000.00, exclusive of interest and costs.

13 2. Jurisdiction and Venue are also proper in this Court because all the claims alleged
14 herein arose in Alameda County, California and, at the times relevant herein, each Defendant does
15 or did business in Alameda County, California, and/or their principal place of business is in Fremont,
16 California. *See also* California Code of Civil Procedure § 395, which provides that the venue is
17 proper in this County because defendants reside in this County and the harm to Plaintiff occurred in
18 this County.

19 **PARTIES**

20 3. LINDSAY SHORT f/k/a LINDSAY TATUM, (hereinafter, "PLAINTIFF"), at all
21 times relevant hereto, was and is a resident of the State of California.

22 4. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
23 NEURALINK, CORP. (hereinafter, "NEURALINK") is a Delaware Corporation doing substantial
24 business in the state of California with its relevant places of business located at 7400 Paseo Padre
25 Pkwy, Fremont, CA 94555.

26 5. PLAINTIFF is informed and believes, and thereon alleges, that KYLIE THURMAN
27 (hereinafter, "THURMAN"), is an individual residing in the State of California and was
28 PLAINTIFF's manager at NEURALINK; and in that capacity, during all times alleged herein, acted
directly under the direction of NEURALINK and all of her actions were approved and ratified by

1 NEURALINK.

2 6. PLAINTIFF is informed and believes, and thereon alleges, that AUTUMN
3 SORRELLS (hereinafter, “SORRELLS”), is an individual residing in the State of California and
4 was PLAINTIFF’s manager at NEURALINK; and in that capacity, during all times alleged herein,
5 acted directly under the direction of NEURALINK and all of her actions were approved and ratified
6 by NEURALINK.

7 7. PLAINTIFF is informed and believes, and thereon alleges, that DOES 1 through
8 20 (hereinafter, “DOES”), inclusive, are, or were, individuals and are, or were, doing business at
9 all times herein mentioned and material hereto in the State of California, and are, or were, the alter
10 ego, or the duly authorized agent, or the managing agent, or the principal, or the owner, or the
11 partner, or joint venture, or representative, or manager, or co-conspirator of each of the other
12 defendants, and were at all times mentioned herein acting within the course and scope of said agency
13 and employment, and that all acts or omissions alleged herein were duly committed with the
14 ratification, knowledge, permission, encouragement, authorization and consent of each defendant
15 designated herein.

16 8. The true names and capacities, whether individual, corporate or associate, or
17 otherwise, designated herein as DOES, are unknown to PLAINTIFF at this time, who, therefore,
18 sue said DOES by such fictitious names and will ask leave of Court to amend this Complaint to
19 show their true names and capacities when ascertained.

20 9. PLAINTIFF is informed and believes and based thereon alleges that at all times
21 material hereto, NEURALINK, THURMAN, SORRELLS, and DOES 1 through 20, (hereinafter
22 collectively referred to as “DEFENDANTS”), and each of them, were duly authorized agents, or
23 servants, or representatives, or co-conspirators of the other, or the alter ego, or the principal, or the
24 owner, or representatives, and were acting at all times within the course and scope of their agency
25 or representative capacity with the knowledge and consent of the other.

26 10. All the acts and conduct herein and below described of each and every corporate
27 Defendant was duly authorized and ordered by management-level employees of said corporate
28 employer. In addition, thereto, said corporate employer participated in the aforementioned acts and

1 conduct of their said employees, agents and representatives, and each of them; and upon completion
2 of the aforesaid acts and conduct of said corporate employees, agents and representatives, the
3 corporate Defendants, respectively and collectively, ratified, accepted the benefits of, condoned,
4 lauded, acquiesced, authorized and otherwise approved of each and all of the said acts and conduct
5 of the aforementioned corporate employees, agents and representatives.

6 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

7 11. PLAINTIFF exhausted her administrative remedies by timely filing a complaint for
8 the issues required to be raised herein against DEFENDANTS with the California’s Civil Rights
9 Department (hereinafter “CRD”) and thereafter received a “Right to Sue” letter from the CRD
10 attached hereto as **Exhibit “A.”**

11 **FACTUAL ALLEGATIONS**

12 12. On or about March 9, 2021, NEURALINK hired PLAINTIFF to be a member of the
13 Animal Care Team at its Dixon location. Throughout her employment, PLAINTIFF was an excellent
14 employee who consistently performed her job duties above satisfaction. Yet despite PLAINTIFF’s
15 proven work ethic, NUERALINK subjected her to discrimination, retaliation, and multiple
16 violations of the California Labor Code before ultimately resorting to wrongfully terminating her
17 employment.

18 13. When NEURALINK hired PLAINTIFF as a full-time employee, it was understood
19 by all parties involved that she would require enough flexibility with her work schedule to
20 accommodate her children’s school and doctor appointments. During this time, PLAINTIFF was
21 the primary caregiver for her children and her childcare-related needs were well known amongst her
22 colleagues within NEURALINK.

23 14. In or around January 2022, discussions commenced regarding the closure of the
24 Dixon location, a move that would require transferring and/or eliminating positions. Recognizing
25 PLAINTIFF's outstanding work ethic, NEURALINK sought to retain her and thus offered her a
26 promotion to Animal Care Lead for an increased salary at its Fremont location. Despite this
27 opportunity, PLAINTIFF expressed reservations as she believed accepting the promotion and
28 relocation would complicate her childcare arrangements, as the majority of her support network

1 resided in the Woodland area.

2 15. Accordingly, PLAINTIFF stated that she would only agree to accept the promotion
3 and relocation on the condition that NEURALINK would provide her with “flexible time off” to
4 care for her children, with all parties understanding that this condition was a material aspect of her
5 acceptance. NEURALINK, per its own policies, expressly agreed to provide PLAINTIFF with
6 flexible time off, which she relied on in accepting the position. As such, both PLAINTIFF and
7 NEURALINK entered into legally binding oral agreement which later resulted in her uprooting her
8 life to move over eighty (80) miles from Dixon to Fremont, California and assume the position of
9 Animal Training Lead for the Non-Human Primate population.

10 16. Upon assuming her new position in or around August 2022, PLAINTIFF quickly
11 realized that DEFENDANTS established a work environment fraught with blame, shame, and
12 impossible deadlines. Specifically, NEURALINK’S managing agent and PLAINTIFF’s Manager,
13 THURMAN maintained a culture where employees were highly discouraged from taking rest breaks
14 and would consistently force PLAINTIFF to inform *every single* other employee when and why she
15 was going to take a rest break. Moreover, DEFENDANTS also prohibited PLAINTIFF from taking
16 proper meal breaks. In the rare instance where they would allow a meal break to be taken,
17 PLAINTIFF was routinely interrupted or forced to attend meetings during these meal breaks.

18 17. On brand with this conduct, THURMAN began harassing and shaming PLAINTIFF
19 for using the previously agreed upon “flexible time off” to care for her children despite PLAINTIFF
20 and DEFENDANTS’ previously agreeing to its implementation. THURMAN routinely interrogated
21 PLAINTIFF about her childcare issues, demanded that PLAINTIFF dedicate more of her time to
22 NEURALINK instead of her family, and subjected PLAINTIFF to hostility in the instances
23 following her use of the “flexible time off.” These adverse employment actions were substantially
24 motivated by the fact that PLAINTIFF was a mother who continued to prioritize the needs of her
25 family instead of the demands of DEFENDANTS.

26 18. At all relevant times mentioned herein, NUERALINK conducted experiments within
27 its research lab using rhesus macaque non-human primates (hereinafter, “NHP(s)”) that carried the
28 deadly Herpes B virus. Per the guidelines of both the National Institutes of Health and the Centers

1 for Disease Control and Prevention, NUERALINK had a duty to implement an elevated level of
2 personal protective equipment (“PPE”) protocols for all NEURALINK employees interacting with
3 these NHPs including PLAINTIFF, to use during these experiments.¹ However, DEFENDANTS
4 failed to provide PLAINTIFF with the proper PPE during these experiments including, but not
5 limited to full length, non-permeable, reusable long sleeve Tyvek sleeves to prevent exposing her
6 skin instead of the permeable, reusable long sleeve scrub jackets that exposed her wrist. Notably,
7 this failure by DEFENDANTS was both the actual and proximate cause of the harrowing
8 experiences PLAINTIFF would later suffer.

9 19. For example, in or around September 2022, PLAINTIFF was working near one of
10 these caged NHPs when it reached out through the bars and scratched her hand. Importantly, the
11 NHP scratched PLAINTIFF through her glove and broke the skin, contaminating and exposing her
12 to Herpes B in the process. Immediately thereafter, PLAINTIFF complained to her superiors within
13 DEFENDANTS’ upper management about the incident and frantically requested medical treatment.
14 DEFENDANTS responded less than favorably, which PLAINTIFF asserts herein on information
15 and belief is because NEURALINK was required to report these incidents to the United State
16 Department of Agriculture (“USDA”) and Occupational Safety and Health Administration
17 (“OSHA”). Sadly, PLAINTIFF’s willingness to express these rightful concerns, in conjunction with
18 NEURALINK’S fear that she would report these violations to the USDA and OSHA, would later
19 serve as the basis for DEFENDANTS’ retaliatory animus against her.

20 20. Furthermore, NUERALINK’s retaliatory animus only intensified when PLAINTIFF
21 exposed NUERALINK’s questionable and illegal practices. Specifically, drawing on her expertise,
22 PLAINTIFF was tasked with delivering a presentation on "Abnormal Behaviors" to the Animal Care
23 Team on or about December 19, 2022. During discussions on this subject with THURMAN and
24 SORRELLS, PLAINTIFF voiced her concerns regarding NEURALINK's definition of "self-
25 injurious behavior," highlighting its inconsistency with established scientific standards as it
26 appeared NEURALINK intentionally veered from the standard definition to circumvent USDA

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¹ Biosafety in Microbiological and Biomedical Laboratories, 5th Ed, U.S Department of Health and Human Services, Public Health Service, Center for Disease Control and Prevention, National Institute of Health, HHS Publication No. (CDC) 21-1112, pg. 205-208

1 regulations. Instead of addressing these legitimate concerns regarding training, safety protocols, and
2 violations of government regulations, THURMAN and SORRELLS adamantly resisted the
3 Plaintiff's input and subjected her to further retaliation.

4 21. As a result, PLAINTIFF was subjected to a continued unsafe working environment
5 wherein she was again exposed to the deadly Herpes B virus. Notably, in or around March 2023
6 incident unfolded as PLAINTIFF was forced to perform a procedure she had never done before, and
7 NEURALINK failed to provide the necessary training for. As a proximate result thereof, one of the
8 animals reacted by scratching her on her face, thereby resulting in her requesting medical attention.
9 Instead of showing the slightest bit of concern for PLAINTIFF, THURMAN and other members of
10 NEURALINK'S upper management began angrily threatening PLAINTIFF's employment with
11 "severe repercussions" if such incidents occurred again. Once again, the plaintiff understood that
12 this anger stemmed from her insistence on seeking medical treatment, prioritizing her own health
13 and safety over the company's interests, which would require NUERALINK to report the incident
14 to both OSHA and USDA.

15 22. In response to DEFENDANTS' hostility, PLAINTIFF complained to
16 DEFENDANTS, firmly asserting her reasonable belief that the DEFENDANTS' threats of
17 disciplinary action violated California law. Moreover, PLAINTIFF further voiced concerns about
18 DEFENDANTS' refusal to accommodate her needs or honor their oral contract regarding her
19 flexible schedule, highlighting how it constituted illegal discrimination. Additionally, PLAINTIFF
20 reiterated her previous complaints about the lack of training she received to this point, which once
21 again were with indifference.

22 23. In direct response to PLAINTIFF's complaints, NEURALINK escalated its
23 retaliatory campaign against her by subjecting her to a retaliatory demotion under the erroneous
24 guise of poor work performance.

25 24. Specifically, in or around May 2023, several members of NEURALINK's upper
26 management confronted PLAINTIFF about her legitimate requests for time off to tend to family
27 matters despite their agreement to provide flexible time off. Even when PLAINTIFF attempted to
28 reach a compromise, suggesting the reasonable accommodation of working from home one or two

1 days a month, NEURALINK callously rejected her plea. Instead of respecting her concerns and
2 rights protected by Labor Code 230.8, NEURALINK resorted to blatant retaliation, presenting her
3 with the outrageous ultimatum of accepting a demotion from full-time salary to part-time hourly
4 with reduced pay, or facing forced resignation. Ironically, this occurred shortly after PLAINTIFF's
5 promotion to Animal Care Specialist in March 2023, a fact that contradicts NEURALINK's claim
6 of PLAINTIFF's purported performance issues—further solidifying PLAINTIFF's reasonable
7 belief that this demotion was retaliatory.

8 25. Adding insult to injury, following PLAINTIFF's reluctant acceptance of the
9 demotion, NEURALINK arbitrarily assigned PLAINTIFF a new schedule with minimal regard for
10 her existing commitments, often informing her of these changes with a mere day's notice—
11 hindering PLAINTIFF's ability to properly plan ahead for her childcare responsibilities.

12 26. Not only did DEFENDANTS' retaliatory actions significantly reduce PLAINTIFF's
13 earned income by limiting her hours to a mere 30 per week, but in the process, DEFENDANTS also
14 stripped PLAINTIFF of her full-time salary status and reduced her ability to earn stock accrual
15 benefits and holiday pay by approximately thirty percent.

16 27. Unfortunately, DEFENDANTS' retaliatory scheme only persisted. Notably,
17 NEURALINK forced PLAINTIFF to forego her state-mandated meal breaks without compensating
18 her with the appropriate meal premiums. Despite PLAINTIFF's complaints to SORRELLS about
19 the ongoing harassment from NEURALINK management and employees, which hindered her
20 ability to take uninterrupted meal breaks, her concerns were disregarded. Remarkably, according to
21 NEURALINK's upper management, PLAINTIFF's adherence to legally mandated meal breaks was
22 seen as obstructing team productivity. Notwithstanding PLAINTIFF's explicit objections to the
23 illegality of these actions, SORRELLS callously instructed her to comply with DEFENDANTS'
24 demands—explicitly directing PLAINTIFF TO return to work during her meal breaks, assist the
25 team, and then retroactively alter her timesheet to falsely indicate an uninterrupted meal period.

26 28. Furthermore, in an act of direct retaliation for PLAINTIFF'S protected activities,
27 NEURALINK, specifically THURMAN, started instructing PLAINTIFF'S colleagues to fabricate
28 negative performance complaints and grievances against her. This deceitful tactic was aimed at

1 unjustly justifying her baseless demotion. The razor thin temporal proximity between her complaints
2 and the ensuing demotion/performance complaints serves as clear evidence that these retaliatory
3 measures were largely driven by those very complaints and DEFENDANTS’ prejudiced bias against
4 her, based on her gender and parental status.

5 29. On or around June 8, 2023, PLAINTIFF called for a teleconference meeting with
6 NEURALINK’S People Operations Department (hereinafter, “HR”) during which she informed all
7 attendees that she was pregnant and requested that they engage with her in the interactive process
8 to determine whether reasonable accommodations could be made for her. PLAINTIFF knew that
9 disclosing this information to HR was preferable to disclosing it to her supervisors, especially
10 THURMAN, because these individuals would often mention how they did not like children and that
11 having kids “got in the way of their career.” Fearing the worst, PLAINTIFF then requested another
12 teleconference meeting the following day (June 9, 2023) with her supervisors.

13 30. PLAINTIFF was shocked when her supervisors suddenly rejected her request on the
14 morning of the meeting and instead demanded that the meeting be held in person before
15 PLAINTIFF’S usual start time. As soon as the meeting began, PLAINTIFF was immediately
16 confronted with a separation agreement and notice of termination for alleged “performance issues.”
17 Again, consistent with NEURALINK’S illegal practices, the razor thin, one day difference between
18 PLAINTIFF’S disclosure of her pregnancy and her wrongful termination strongly suggests
19 retaliation.

20 31. By engaging in the above referenced acts and omissions, DEFENDANTS
21 discriminated and retaliated against PLAINTIFF because of her disabilities in violation of
22 Government Code §§ 12940, et seq. and her continued complaints. PLAINTIFF was significantly
23 harmed. DEFENDANTS’ conduct was a substantial factor in causing PLAINTIFF’S harm.

24 32. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF suffered and
25 continues to suffer economic loss or disadvantage both as earnings and benefits, and emotional
26 distress, including (without limitation), depression, decline in health, anxiety, embarrassment,
27 humiliation, loss of self-esteem, and mental anguish.

28 33. PLAINTIFF will seek economic damages, non-economic damages, punitive

1 damages, recovery of her reasonable attorney’s fees and costs as the prevailing party and in amounts
2 to be proven at trial in addition to interest thereon and any and all other remedies and damages
3 available under the applicable laws.

4 34. PLAINTIFF now commences this suit against DEFENDANTS, and each of them,
5 and alleges the following:

6 **FIRST CAUSE OF ACTION**

7 **Discrimination Based on Sex (Pregnancy) in Violation of California Government**
8 **Code § 12940 et seq.**

9 **(As to Defendants NEURALINK and DOES 1 through 20)**

10 35. PLAINTIFF incorporates by reference, repeats and re-alleges, all preceding and
11 subsequent paragraphs as though fully set forth herein.

12 36. NEURALINK was PLAINTIFF’s employer at all relevant times mentioned herein.
13 PLAINTIFF was NEURALINK’s employee at all relevant time mentioned herein.

14 37. At all times herein mentioned, Government Code §§ 12940 et seq., was in full force
15 and effect and was binding on NEURALINK. This statute requires NEURALINK to refrain from
16 discrimination against any employee based on their sex. Further, NEURALINK may not refuse to
17 hire, select for a training program or promotion, and may not discharge, discriminate or retaliate
18 against PLAINTIFF because of her sex or for opposing any unlawful employment practice, filing a
19 complaint, testifying or assisting in any proceeding under the FEHA. (Gov. C. § 12940 et seq.)
20 California Gov. Code section 12926(r)(1) provides that, for the purpose of unlawful practices, “sex”
21 includes gender, pregnancy, childbirth, breastfeed or medical conditions related to pregnancy,
22 childbirth or breastfeeding. (42 USC § 2000e(k); Gov.C. § 12926(r)(1); 2 CCR § 11030(c).)

23 38. PLAINTIFF gave NEURALINK notice of her pregnancy on or about June 8, 2023.
24 NEURALINK knew or should have known that PLAINTIFF’s pregnancy would limit her major life
25 activities, or that PLAINTIFF might require certain reasonable accommodations related to her
26 pregnancy.

27 39. NEURALINK, however, engaged in a pattern and practice of sex discrimination on
28 the basis that PLAINTIFF is a mother. DEFENDANTS regularly made comments disparaging

1 PLAINTIFF’S status as a mother, for example that children “got in the way of their career.” In
2 continuance of this pervasive pattern of discrimination DEFENDANTS terminated PLAINTIFF’S
3 employment in less than twenty-four hours from the moment she communicated to them that she
4 was pregnant. NEURALINK’s managers and supervisors, trusted to employ fair and legal practices,
5 denied PLAINTIFF her legal rights, and treated her differently because of her sex, status as a mother,
6 and pregnancy.

7 40. PLAINTIFF was treated differently, discriminated, and retaliated against because of
8 her sex—female and her pregnancy. PLAINTIFF was repeatedly reprimanded for using flexible
9 time off that was previously accepted and agreed upon by DEFENDANTS, PLAINTIFF was not
10 accommodated or allowed any opportunity to engage in a conversation for pregnancy
11 accommodations, and shockingly terminated within twenty-four hours of her disclosure that she was
12 pregnant. PLAINTIFF was directly subjected to this discrimination on account of her sex.
13 PLAINTIFF’s status was and remains a substantial motivating reason for her disparate treatment.
14 Because of PLAINTIFF’s status, she was subjected to different terms, conditions and/or privileges
15 of employment that were adverse.

16 41. PLAINTIFF was not provided any requested reasonable accommodations related to
17 her pregnancy or her status as a mother despite the fact that the only reason that she accepted a
18 position at the Fremont location was that she be allowed flexible time off to care for the needs of
19 her children.

20 42. NEURALINK discriminated against PLAINTIFF based on her sex and terminated
21 PLAINTIFF because of her sex, in violation of FEHA. NEURALINK’s discrimination and
22 retaliation include but are not limited to, PLAINTIFF being denied an interactive process and
23 reasonable accommodation, PLAINTIFF being demoted in response to her complaints and requests
24 for accommodation, PLAINTIFF being forced to work through or denied her meal and rest breaks,
25 PLAINTIFF being reprimanded for injuries that were not her fault, and PLAINTIFF being
26 wrongfully terminated immediately following her disclosure that she was pregnant.

27 43. By engaging in the in the above referenced acts and omissions, NEURALINK
28 discriminated against PLAINTIFF because of her sex in violation of Gov.C. §§ 12940, et seq. and

1 PLAINTIFF was significantly harmed. Further, NEURALINK’s conduct was a substantial factor in
2 causing PLAINTIFF’s harm.

3 44. As such, and as a direct and/or proximate result of NEURALINK’s unlawful
4 conduct, PLAINTIFF suffered and continues to suffer economic loss or disadvantage both as
5 earnings and benefits, and emotional distress, including (without limitation), depression, decline in
6 health, anxiety, embarrassment, humiliation, loss of self-esteem, and mental anguish.

7 45. PLAINTIFF will seek economic damages, non-economic damages, punitive
8 damages, recovery of her reasonable attorney’s fees and costs as the prevailing party and in amounts
9 to be proven at trial in addition to interest thereon and any and all other remedies and damages
10 available under the applicable laws.

11 **SECOND CAUSE OF ACTION**

12 **Failure to Engage in the Interactive Process in Violation of California Government**

13 **Code § 12940 et seq.**

14 **(As to Defendants NEURALINK and DOES 1 through 20)**

15 46. PLAINTIFF incorporates by reference, repeats, and realleges, each and every
16 allegation contained above as though fully set forth herein.

17 47. NEURALINK was PLAINTIFF’s employer at all times relevant herein; and
18 PLAINTIFF was an employee of NEURALINK at all times relevant herein.

19 48. Moreover, at all relevant times, FEHA was in effect and binding on NEURALINK.
20 Notably, FEHA requires an employer to engage in an interactive process with an employee who is
21 disabled.

22 49. On or about June 8, 2023, PLAINTIFF disclosed to DEFENDANTS that she was
23 pregnant, a physical disability under FEHA. Moreover, NEURALINK was fully aware of
24 PLAINTIFF’s pregnancy after she disclosed it to NEURALINK’S HR the day before her
25 employment was terminated. At the moment of her disclosure, NEURALINK’s legal obligation to
26 engage in the interactive process with her was triggered.

27 50. PLAINTIFF requested that NEURALINK provide reasonable accommodations for
28 her disabilities so that she would be able to perform her essential job requirements, including but

1 not limited to time off.

2 51. PLAINTIFF was at all times ready and willing to engage in the good faith interactive
3 process. However, NEURALINK failed to engage in said good faith interactive process with
4 PLAINTIFF.

5 52. NEURALINK failed to engage in said good faith interactive process, specifically
6 after PLAINTIFF informed them of her pregnancy. Moreover, NEURALINK placed obstacles in
7 PLAINTIFF's path to take any time off to take care of her children's needs despite the fact that
8 DEFENDANTS had previously agreed to her requested time off prior to her transfer to the Fremont
9 location.

10 53. PLAINTIFF was harmed as a result.

11 54. NEURALINK'S failure to engage in a good-faith interactive process was a
12 substantial factor in causing PLAINTIFF harm.

13 55. Pursuant to California Civil Code § 3294, NEURALINK acted with malice and
14 oppression against PLAINTIFF intending to cause her harm without regard to her rights or safety.

15 56. As a direct and/or proximate result of NEURALINK's unlawful conduct,
16 PLAINTIFF suffered and continues to suffer economic loss or disadvantage both as earnings and
17 benefits, and emotional distress, including but not limited to, depression, decline in health, anxiety,
18 embarrassment, humiliation, loss of self-esteem, and mental anguish.

19 57. PLAINTIFF is entitled to and will seek exemplary, general and/or compensatory
20 damages and attorney's fees and costs in amounts to be proven at trial in addition to interest thereon
21 and any and all other remedies and damages available under the applicable laws.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Provide Reasonable Accommodations in Violation of California**

24 **Government Code § 12940 et seq.**

25 **(As to Defendant NEURALINK and DOES 1 through 20)**

26 58. PLAINTIFF incorporates by reference, repeats, and re-alleges, each and every
27 allegation contained in the preceding and subsequent paragraphs as though fully set forth herein.

28 59. NEURALINK was PLAINTIFF'S legal employer at all times relevant herein; and

1 PLAINTIFF was an employee of NEURALINK at all times relevant herein.

2 60. At all relevant times FEHA was in effect and binding on NEURALINK. Notably,
3 FEHA requires employers to provide reasonable accommodations to a disabled employee.

4 61. On or around June 8, 2023, PLAINTIFF disclosed to DEFENDANTS that she was
5 pregnant, a physical disability under FEHA. Moreover, NEURALINK was fully aware of
6 PLAINTIFF's pregnancy after she disclosed it to NEURALINK'S HR the day before her
7 employment was terminated. At the moment of her disclosure, NEURALINK's legal obligation to
8 engage in the interactive process with her was triggered.

9 62. PLAINTIFF was at all relevant times a qualified employee who could perform and
10 was more than willing to perform the essential functions of her employment with reasonable
11 accommodations.

12 63. NEURALINK failed to provide proper reasonable accommodations for
13 PLAINTIFF'S disability. In fact, DEFENDANTS blatantly rejected PLAINTIFF'S flexible time
14 requests even though they were a condition for her transfer and this condition was agreed upon by
15 all parties. Further, NEURALINK wrongfully terminated PLAINTIFF to forgo its obligation to
16 provide reasonable accommodations.

17 64. PLAINTIFF was harmed as a result.

18 65. NEURALINK's failure to provide reasonable accommodations for PLAINTIFF was
19 a substantial factor in causing PLAINTIFF's harm.

20 66. Pursuant to California Civil Code § 3294, NEURALINK acted with malice and
21 oppression against PLAINTIFF intending to cause her harm without regard to her rights or safety.

22 67. As a direct and/or proximate result of NEURALINK's unlawful conduct,
23 PLAINTIFF suffered and continues to suffer economic loss or disadvantage both as earnings and
24 benefits, and emotional distress, including but not limited to, depression, decline in health, anxiety,
25 embarrassment, humiliation, loss of self-esteem, and mental anguish.

26 68. PLAINTIFF is entitled to and will seek exemplary, general and/or compensatory
27 damages and attorney's fees and costs in amounts to be proven at trial in addition to interest thereon
28 and any and all other remedies and damages available under the applicable laws.

1 **FOURTH CAUSE OF ACTION**

2 **Retaliation in Violation of FEHA**

3 **(As to Defendant NEURALINK and DOES 1 through 20)**

4 69. PLAINTIFF incorporates by reference, repeats, and realleges, each and every
5 preceding and subsequent paragraph as though fully set forth herein.

6 70. At all relevant times, PLAINTIFF was an employee of NEURALINK.

7 71. Moreover, at all relevant times, FEHA was in full effect and binding on
8 NEURALINK. Notably, FEHA makes it an unlawful employment practice for an employer to
9 retaliate against an employee for engaging in protected activities.

10 72. PLAINTIFF engaged in protected activities when she disclosed her pregnancy and
11 requested reasonable accommodations for her pregnancy and childcare related needs.

12 73. In response to PLAINTIFF's protected activities, NEURALINK subjected
13 PLAINTIFF to multiple adverse employment actions, including discrimination, demotion, denial of
14 PLAINTIFF's time off requests, and retaliation. Moreover, NEURALINK's retaliation concluded
15 in PLAINTIFF's wrongful termination. Furthermore, DEFENDANTS repeatedly retaliated against
16 PLAINTIFF in direct response to her status as both a mother and as a pregnant woman.

17 74. PLAINTIFF's protected activities and status were substantial motivating reasons in
18 NEURALINK's decision to subject PLAINTIFF to multiple adverse employment actions including
19 PLAINTIFF's termination.

20 75. PLAINTIFF was harmed as a direct result of NEURALINK's actions.

21 76. NEURALINK's unlawful conduct was a substantial factor in causing PLAINTIFF's
22 harm.

23 77. Pursuant to California Civil Code § 3294, NEURALINK acted with malice and
24 oppression against PLAINTIFF intending to cause her harm without regard to her rights or safety.

25 78. As a direct and/or proximate result of NEURALINK's unlawful conduct,
26 PLAINTIFF suffered and continues to suffer economic loss or disadvantage both as earnings and
27 benefits, and emotional distress, including but not limited to, depression, decline in health, anxiety,
28 embarrassment, humiliation, loss of self-esteem, and mental anguish.

1 79. PLAINTIFF is entitled to and will seek exemplary, general and/or compensatory
2 damages and attorney’s fees and costs in amounts to be proven at trial in addition to interest thereon
3 and any and all other remedies and damages available under the applicable laws.

4 **FIFTH CAUSE OF ACTION**

5 **Whistleblower Retaliation in Violation of Labor Code § 1102.5**

6 **(As to Defendants NEURALINK and DOES 1 through 20)**

7 80. PLAINTIFF incorporates by reference, repeats, and realleges, each and every
8 preceding and subsequent paragraph as though fully set forth herein.

9 81. At all relevant times, PLAINTIFF was an employee of NEURALINK.

10 82. Moreover, at all relevant times California Labor Code § 1102.5 was in full effect and
11 binding on NEURALINK. Notably, § 1102.5 makes it unlawful for an employer to retaliate against
12 an employee who disclosed unlawful conduct to an individual with the authority to investigate
13 and/or to a government agency. Further, § 1102.5 prohibits an employer from retaliating against an
14 employee whom the employer believes will disclose unlawful conduct to a government agency.

15 83. PLAINTIFF engaged in protected activities when she complained regarding her
16 reasonable belief that NEURALINK was engaging in unlawful conduct. For example, PLAINTIFF
17 complained to SORRELLS that she was being forced to work through her meal breaks at the
18 direction of DEFENDANTS. More egregious still, SORRELLS followed suit and instructed
19 PLAINTIFF to retroactively change her timecard so that it merely looked like she had taken a proper
20 meal break. Rather than participate in this perceived illegal activity, PLAINTIFF refused to comply
21 with the unlawful directive of DEFENDANTS. Furthermore, PLAINTIFF was brutally scratched
22 by monkeys on no less than three separate occasions within a six-month period. In each and every
23 instance, PLAINTIFF was exposed to a potentially life-threatening virus, but at no point did
24 NEURALINK alter its policies or provide PLAINTIFF with Workers’ Compensation. In or around
25 March 2023, PLAINTIFF made a whistle-blower complaint to NEURALINK concerning a
26 procedure that NEURALINK was forcing her to perform despite their failure to provide training on
27 that procedure. As a direct and proximate result of that failure, PLAINTIFF received a severe scratch
28 to the face. Again, instead of complying with her complaints of unsafe labor practices, and

1 reasonable requests for workers' compensation due to her injury, NEURALINK instead chose to
2 further retaliate and harass PLAINTIFF which ultimately resulted in her wrongful termination.

3 84. PLAINTIFF reasonably believed that the activity she was complaining about was
4 illegal, unsafe, and a violation of numerous California workplace regulations.

5 85. In response to PLAINTIFF's protected activities, NEURALINK's managing agents
6 implemented and executed a retaliatory scheme to harass, discriminate, and retaliate against
7 PLAINTIFF. Further, NEURALINK's retaliatory scheme culminated in PLAINTIFF's wrongful
8 termination.

9 86. PLAINTIFF's engagement in protected activities was a contributing factor in
10 NEURALINK's decision to subject PLAINTIFF to adverse employment actions, including her
11 wrongful termination.

12 87. NEURALINK's unlawful conduct was a substantial factor in causing PLAINTIFF's
13 harm.

14 88. Pursuant to California Civil Code § 3294, NEURALINK acted with malice and
15 oppression against PLAINTIFF intending to cause her harm without regard to her rights or safety.

16 89. As a direct and/or proximate result of NEURALINK's unlawful conduct,
17 PLAINTIFF suffered and continues to suffer economic loss or disadvantage with relation to
18 earnings, benefits, and emotional distress, including but not limited to, depression, decline in health,
19 anxiety, embarrassment, humiliation, loss of self-esteem, and mental anguish.

20 90. PLAINTIFF is entitled to and will seek exemplary, general and/or compensatory
21 damages and attorney's fees and costs in amounts to be proven at trial in addition to interest thereon
22 and any and all other remedies and damages available under the applicable laws.

23 91. In addition, PLAINTIFF will seek the maximum civil penalty allowed under the
24 labor code for each violation of this section.

25 **SIXTH CAUSE OF ACTION**

26 **Retaliation in Violation of Labor Code § 230.8;**

27 **(As to Defendant NEURALINK and DOES 1 through 20)**

28 92. PLAINTIFF incorporates by reference, repeats, and re-alleges, all preceding and

1 subsequent paragraphs.

2 93. At all times herein mentioned, the California Labor Code § 230.8 was in full force
3 and effect and binding on NEURALINK.

4 94. California Labor Code § 230.8 prohibits NEURALINK from discharging or in any
5 way discriminating against an employee who is a parent of one or more children of the age to attend
6 a licensed child care provider, for taking time off to address a child care provider emergency. A
7 child care provider emergency means that the employee’s child cannot remain with a child care
8 provider due to, among other things, the closure or unexpected unavailability of the child care
9 provider.

10 95. From the inception of PLAINTIFF’s employment at NUERALINK’s Fremont
11 location, NUERALINK was aware of PLAINTIFF’s need for time off to fulfill her childcare needs.
12 PLAINTIFF further advised NEURALINK, providing it ample notice, of every instance she needed
13 time to tend to such family matters.

14 96. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS
15 discriminated against PLAINTIFF by demoting her, in part, due to the time she had to take off to
16 address her child care responsibilities. In doing so, DEFENDANTS violated Labor Code § 230.8 by
17 discriminating against PLAINTIFF for taking time off to address her child care needs.

18 97. Therefore, PLAINTIFF seeks all recoverable wages, penalties, liquidated, damages,
19 interest and attorney’s fees as permitted under the law.

20 **SEVENTH CAUSE OF ACTION**

21 **Whistleblower Protection – Health or Safety Complaint (Labor Code §6310)**

22 **(As to Defendant NEURALINK and DOES 1 through 20)**

23 98. PLAINTIFF incorporates by reference, repeats and re-alleges, all preceding and
24 subsequent paragraphs.

25 99. NEURALINK is an “employer” of PLAINTIFFS for purposes of Labor Code §6310
26 because NEURALINK was the “controlling Employer.” See Labor Code §6310(d), Labor Code §
27 6400(b)(3).

28 100. Pursuant to Labor Code § 6310, an employer is prohibited from retaliating against

1 an employee who “made an oral or written complaint to... their employer or their representative.”
2 Further, any employee who is “discharged, demoted, ... or in any other manner discriminated
3 against in the terms and conditions of employment by their employer because the employee made a
4 bono fide oral or written complaint to ... their *employer or representative of unsafe working*
5 *conditions* ... shall be entitled to reimbursement of lost wages and work benefits caused by the acts
6 of the employer.”

7 101. As discussed above, PLAINTIFF believed that being forced to perform a complex
8 procedure that NEURALINK refused to train her for, posed a significant danger to herself and
9 others. Operating under this belief, PLAINTIFF complained to her supervisors about the unsafe
10 working environment, which constituted a protected activity. Notably, this danger was not just a
11 perceived danger, it was a potentially fatal one that exposed PLAINTIFF to a life-threatening virus
12 on three separate instances. However, in response to PLAINTIFF’s complaint of unsafe working
13 conditions and opposition to working under such conditions, DEFENDANTS forced her to
14 participate in the unsafe practice regardless of her complaints. Notably, the temporal proximity
15 between PLAINTIFF’s complaint and her subsequent termination proves that there is a strong causal
16 link between the two instances.

17 102. Following PLAINTIFF’S complaint NEURALINK retaliated against PLAINTIFF.
18 Specifically, DEFENDANTS harassed and threatened PLAINTIFF’s employment as a direct result
19 of her complaints. Additionally, in retaliation for PLAINTIFF’s complaints of unsafe working
20 conditions, NEURALINK subjected PLAINTIFF to an unwarranted demotion and eventually
21 wrongfully terminated PLAINTIFF’s employment.

22 103. As a result, PLAINTIFF was harmed because of DEFENDANTS’ conduct.

23 104. As a direct and/or proximate result of DEFENDANTS’ unlawful conduct,
24 PLAINTIFF suffered and continues to suffer economic loss or disadvantage both as earnings and
25 benefits.

26 105. PLAINTIFF is entitled to and will seek lost wages, work benefits and recovery of
27 her reasonable attorneys’ fees in amounts to be proven at trial in addition to interest thereon and any
28 and all other remedies and damages available under the applicable laws.

EIGHTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(As to Defendant NEURALINK and DOES 1 through 20)

1
2
3
4 106. PLAINTIFF incorporates by reference, repeats and re-alleges all allegations
5 contained in all preceding and subsequent paragraphs as though fully set forth herein.

6 107. PLAINTIFF was an employee of NEURALINK at all relevant times mentioned
7 herein.

8 108. NEURALINK wrongfully discharged PLAINTIFF on or about June 9, 2023.

9 109. Notably, California Labor Code § 1102.5 codified California's public policy in
10 protecting whistleblowers from retaliation, including termination. Further, Labor Code 98.6 further
11 codifies California's public policy against retaliation by employers against employees who
12 exercised their rights under the labor code.

13 110. In response to PLAINTIFF's complaints of NEURALINK's unlawful activity,
14 NEURALINK terminated PLAINTIFF. As a result, NEURALINK's violation of California's anti-
15 whistleblower retaliation public policy was a substantial motivating factor in NEURALINK's
16 wrongful termination of PLAINTIFF.

17 111. PLAINTIFF was harmed as a result of NEURALINK's violation of public policy,
18 unlawful conduct and wrongful discharge.

19 112. NEURALINK's wrongful discharge was a substantial factor in causing
20 PLAINTIFF's harm.

21 113. In light of NEURALINK's willful, knowing and intentionally malicious and/or
22 oppressive conduct, PLAINTIFF seeks an award of punitive and exemplary damages in an amount
23 according to proof at trial. Notably, NEURALINK was aware of its unlawful conduct by way of
24 PLAINTIFF's repeated complaints, yet NEURALINK continued in its unlawful conduct to
25 intentionally harm PLAINTIFF.

26 114. As a direct and/or proximate result of NEURALINK's unlawful conduct,
27 PLAINTIFF suffered and continues to suffer economic loss or disadvantage both as earnings and
28 benefits, and emotional distress, including but not limited to, depression, decline in health,

1 anxiety, embarrassment, humiliation, loss of self-esteem, and mental anguish.

2 115. PLAINTIFF is entitled to and will seek exemplary, general and/or compensatory
3 damages and attorney’s fees and costs in amounts to be proven at trial in addition to interest
4 thereon and any and all other remedies and damages available under the applicable laws.

5 **NINTH CAUSE OF ACTION**

6 **Breach of Oral Contract**

7 **(As to Defendant NEURALINK and DOES 1 through 20)**

8 116. PLAINTIFF incorporates by reference, repeats and re-alleges all allegations
9 contained in all preceding and subsequent paragraphs as though fully set forth herein.

10 117. In or around March 2022, NEURALINK’S management approached PLAINTIFF
11 regarding a promotion opportunity to become the Animal Care Lead with a higher salary at its
12 Fremont location. PLAINTIFF voiced her hesitancy to accept the promotion and relocation because
13 of her belief that it would complicate her ability to take care of her children. As such, PLAINTIFF
14 stated that she would only agree to accept the promotion on the condition that NEURALINK would
15 provide her with “flexible time off” to care for her children, with all parties understanding that this
16 condition was a material aspect of her acceptance. NEURALINK agreed to provide PLAINTIFF
17 with flexible time off, which she relied on in accepting the position. As such, PLAINTIFF entered
18 and NEURALINK entered into legally binding oral agreement which later resulted in her uprooting
19 her life to move over eighty (80) miles from Dixon to Fremont and assume the position of Animal
20 Training Lead for the Non-Human Primate population.

21 118. PLAINTIFF has fully performed her obligations and duties pursuant to the oral
22 agreements with DEFENDANTS, including PLAINTIFF and DEFENDANTS’ oral contract related
23 to her transfer. DEFENDANTS, however, have not made a single attempt to perform their
24 indisputable obligations and duties related to the parties’ March 2022 oral contract.

25 119. In addition, despite PLAINTIFF’s repeated requests for DEFENDANTS to comply
26 with their contractual obligations, DEFENDANTS have refused and ignored PLAINTIFF on every
27 attempt, thereby breaching the oral agreement between them.

28 120. As a direct and/or proximate result of DEFENDANTS’ breach of the oral agreement,

1 PLAINTIFF has been damaged in an amount to be proven at trial.

2 121. As a direct and/or proximate result of DEFENDANTS’ breach of the parties’ oral
3 contract, PLAINTIFF will seek recovery of her general, special and compensatory damages, in
4 addition to the recovery of her attorneys’ fees and costs—and all other available remedies and
5 damages available under the applicable laws.

6 **TENTH CAUSE OF ACTION**

7 **Failure to Pay Minimum Wages Pursuant to Labor Code §§ 1194, 1194.2, and § 1197**

8 **(As to All DEFENDANTS)**

9 122. PLAINTIFF incorporates by reference, repeats and re-alleges all allegations
10 contained in all preceding and subsequent paragraphs as though fully set forth herein.

11 123. After PLAINTIFF’s demotion in or around May of 2023, PLAINTIFF was a non-
12 exempt employee of NEURALINK and entitled to the full protections of the Labor Code and of the
13 Wage Order.

14 124. Labor Code § 1198 makes it unlawful for an employer to employ any person under
15 conditions of employment that violate the Wage Order.

16 125. Section 2(G) of the Wage Order defines “hours worked” and “the time during which
17 an employee is subject to the control of the employer, [which] includes all the time the employee is
18 suffered or permitted to work, whether or not required to do so.”

19 126. Labor Code §§ 1194 and 1197, and § 4 of the Wage order require employers to pay
20 non-exempt employees at least minimum wage for each hour worked.

21 127. At all relevant times during her employment, NEURALINK failed to pay
22 PLAINTIFF at least minimum wage for each hour worked. NEURALINK interfered directly with
23 PLAINTIFF’S meal and rest breaks. Specifically, DEFENDANTS harassed and intimidated
24 PLAINTIFF whenever she attempted to take a rest break, often requiring her to inform her entire
25 team as to why and when she would be taking breaks. Moreover, DEFENDANTS regularly forced
26 PLAINTIFF to work through her lunches without any associated premium or overtime pay for which
27 she was entitled to. As a result of DEFENDANTS’ misclassification, PLAINTIFF was denied at
28 least minimum wage for all hours she worked.

1 PLAINTIFF’s right to take her statutory meal and rest periods. In direct violation of California law,
2 PLAINTIFF was not always provided with an uninterrupted, duty-free, meal period when she
3 worked in excess of five hours in a workday, nor was PLAINTIFF provided with rest breaks for
4 each four hours or major fraction thereof that she worked. PLAINTIFF was also not paid for her
5 legally entitled one-hour premium pay for the missed or interrupted meal and/or rest periods.

6 145. DEFENDANTS directly violated the California Labor Code and Industrial
7 Commission Wage Orders by failing to provide PLAINTIFF with her lawfully entitled meal and
8 rest periods and further failed to compensate PLAINTIFF for the one-hour premium pay in which
9 she was entitled to for every missed or interrupted meal and/or rest period.

10 146. PLAINTIFF is not exempt from the meal and rest breaks requirement of Code of
11 Regulations § 11050 and Industrial Welfare Commission Order No. 5-2001. Consequently,
12 PLAINTIFF is owed one hour of pay at her regular hourly rate, or the requisite minimum wage,
13 whichever is greater, for each day that she was denied such meal periods and is owed one hour of
14 pay at her regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
15 that she was denied such rest periods. PLAINTIFF seeks all recoverable wages, penalties, liquidated
16 damages, interest and attorney’s fees as permitted under the law.

17 **THIRTEENTH CAUSE OF ACTION**

18 **Failure to Provide Accurate Itemized Wage Statements**

19 **(As to Defendant NEURALINK and DOES 1 through 20)**

20 147. PLAINTIFF incorporates by reference, repeats and re-alleges all allegations
21 contained in all preceding and subsequent paragraphs as though fully set forth herein.

22 148. California *Labor Code* § 226(a) requires NEURALINK to accurately itemize in wage
23 statements all deductions from payment of wages, gross wages earned, and benefits accrued by
24 PLAINTIFF.

25 149. NEURALINK knowingly and intentionally failed to comply with Labor Code § 226
26 by failing to provide proper wage statements to PLAINTIFF. Specifically, PLAINTIFF’s wage
27 statements failed to accurately record PLAINTIFF’s total time worked and total wages- including
28 overtime wages.

1 150. By failing to keep adequate records as required by § 226 of the Labor Code,
2 NEURALINK has injured PLAINTIFF.

3 151. NEURALINK's failure to comply with the Labor Code is unlawful pursuant to *Labor*
4 *Code* § 1175 and similar IWC Wage Orders.

5 152. As a result of these knowing and intentional failures to comply with these knowing
6 and intentional failures to comply with these Labor Code requirements, and PLAINTIFF's injuries,
7 PLAINTIFF is entitled to recover the greater of all actual damages for fifty dollars (\$50) for the
8 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each
9 violation in a subsequent pay period, not to exceed an aggregate penalty for four thousand dollars
10 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

11 **FOURTEENTH CAUSE OF ACTION**

12 **Intentional Infliction of Emotional Distress**

13 **(As to All DEFENDANTS)**

14 153. PLAINTIFF incorporates by reference, repeats and re-alleges, each and every
15 allegation contained in the preceding and subsequent paragraphs as though fully set forth herein.

16 154. DEFENDANTS engaged in intentional and outrageous conduct as alleged in this
17 Complaint, to PLAINTIFF's detriment.

18 155. DEFENDANTS knew or should have known that the conduct was unlawful and
19 condoned the illegal activity by permitting it to occur in the workplace. DEFENDANTS, and each
20 of them, knew that such conduct would cause direct and immediate emotional harm to PLAINTIFF,
21 and they did nothing to remedy the situation.

22 156. DEFENDANTS, and each of them, subjected PLAINTIFF to discrimination,
23 harassment, and retaliation. DEFENDANTS engaged in these unlawful actions with the specific
24 intent to deprive PLANTIFF of her peace of mind and with reckless disregard for her well-being.

25 157. DEFENDANTS knew or should have known that the discrimination, harassment,
26 and retaliatory conduct perpetrated by DEFENDANTS, each of them, was unlawful and designed
27 to cause harm to PLAINTIFF. During the course of her employment, PLAINTIFF sustained several
28 injuries associated with a life threatening disease, PLAINTIFF was denied her meal and rest breaks

1 and was actively humiliated when she attempted to take them, DEFENDANTS intentionally
2 breached an Oral Contract with PLAINTIFF, DEFENDANTS regularly harassed plaintiff and
3 discriminated against her due to her status as a mother and as a pregnant woman, PLAINTIFF was
4 forcefully demoted in retaliation for her complaints, and finally PLAINTIFF was wrongfully
5 terminated less than twenty-four hours after her disclosure that she was pregnant. Each of these acts
6 and certainly all of them together were both severe and pervasive and resulted in PLAINTIFF
7 suffering severe and extreme emotional distress.

8 158. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF suffered and will
9 continue to suffer economic loss or disadvantage and emotional distress, including but not limited
10 to, fatigue, depression, a general decline in health, sustained and prolonged pain and suffering,
11 anxiety, embarrassment, humiliation, loss of self-esteem, and mental anguish. PLAINTIFF is
12 accordingly entitled to exemplary, general and compensatory damages and attorney's fees in
13 amounts to be proven at trial.

14 159. PLAINTIFF seeks an award of general damages, special damages, exemplary
15 damages, costs and damages in excess of the jurisdictional minimum of this Court.

16 **FIFTEENTH CAUSE OF ACTION**

17 **Negligent Infliction of Emotional Distress**

18 **(As to All DEFENDANTS)**

19 160. PLAINTIFF incorporates by reference, repeats and re-alleges, each and every
20 allegation contained in the preceding and subsequent paragraphs as though fully set forth herein.

21 161. DEFENDANTS engaged in negligent and careless conduct as alleged in in
22 paragraphs 12-35 of this Complaint, to PLAINTIFF's detriment.

23 162. DEFENDANTS knew or should have known that such conduct would cause direct
24 and immediate emotional harm to PLAINTIFF, and they so negligently ran the employment
25 environment that it did in fact cause PLAINTIFF such harm.

26 163. DEFENDANTS, subjected PLAINTIFF to discrimination, harassment, and
27 retaliation, and wrongful termination. DEFENDANTS engaged in these actions with negligent
28 disregard for PLAINTIFF's well-being.

1 164. DEFENDANTS knew or should have known that the discrimination, harassment,
2 and retaliatory conduct perpetrated by DEFENDANTS, was likely to cause harm to PLAINTIFF,
3 each of these acts and certainly all of them together, resulted in PLAINTIFF suffering severe and
4 extreme emotional distress.

5 165. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF suffered serious
6 emotional distress as a direct result of DEFENDANTS' negligent and/or reckless conduct including
7 but not limited to: fatigue, depression, a general decline in health, sustained and prolonged pain and
8 suffering, anxiety, embarrassment, humiliation, loss of self-esteem, and mental anguish.
9 PLAINTIFF is accordingly entitled to exemplary, general and compensatory damages and
10 attorney's fees in amounts to be proven at trial.

11 166. PLAINTIFF seeks an award of general damages, special damages, exemplary
12 damages, costs and damages in excess of the jurisdictional minimum of this Court.

13
14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, based on the foregoing, PLAINTIFF prays for relief against
16 DEFENDANTS, and each of them, jointly and severally, as follows:


- 17 1. For general damages according to proof, on each cause of action for which such
18 damages are available;
- 19 2. For compensatory damages, according to proof on each cause of action for which
20 such damages are available;
- 21 3. For special damages, according to proof on each cause of action for which such
22 damages are available;
- 23 4. For reasonable attorneys' fees, according to proof on each cause of action for which
24 such damages are available;
- 25 5. For punitive and exemplary damages, according to proof on each cause of action for
26 which such damages are available;
- 27 6. For prejudgment and post-judgment interest (at the prevailing legal rate) pursuant to
28 California Civil Code § 3287 and/or California Civil Code § 3288 and/or any other provision of law

VALIANT LAW
800 FERRARILANE, SUITE 100
ONTARIO, CALIFORNIA 91764
TELEPHONE 909 677 2270 ♦ FAX 909 677 2290

- 1 providing for interest for which such damages are available;
- 2 7. For injunctive relief, to prevent DEFENDANTS from engaging in the type of
- 3 wrongful conduct(s) alleged above in the future;
- 4 8. For all statutory penalties provided under the Labor Code, including without
- 5 limitation, §§ 1102.5, 1174.5, and 1198.5;
- 6 9. For attorney’s fees, costs, penalties and injunctive relief as provided under Labor
- 7 Code § 226, et seq.;
- 8 10. For costs of suit herein incurred;
- 9 11. Economic, personal injury and emotional distress damages including loss of
- 10 earnings, bonuses, commissions, deferred compensation, and other employment benefits, lost future
- 11 earnings, a blot on PLAINTIFF’S employment history, lack of references, and other consequential
- 12 damages in an amount that exceeds \$1,000,000;
- 13 12. For all recoverable penalties according to law;
- 14 13. For penalties under the California Government Code for any such violations;
- 15 14. For total damages in the amount of 10,000,000.00; and
- 16 15. For such other and further relief as the Court deems just and proper.

18 DATED: June 14, 2024

VALIANT LAW

19
20 By: 
21 RAYMOND BABAIAN
22 JOSEPH TOUBBEH
23 Attorneys for PLAINTIFF LINDSAY
24 SHORT
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial in the above-entitled action.

DATED: June 14, 2024

VALIANT LAW

By: 

RAYMOND BABAIAN
JOSEPH TOUBBEH
Attorneys for PLAINTIFF LINDSAY
SHORT

VALIANT LAW
800 FERRARI LANE, SUITE 100
ONTARIO, CALIFORNIA 91764
TELEPHONE 909 677 2270 ♦ FAX 909 677 2290

EXHIBIT A



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 12, 2024

Raymond Babaian
800 Ferrari Ln., Suite 100
Ontario, CA 91764

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202406-25072312
Right to Sue: SHORT / NEURALINK, CORP. et al.

Dear Raymond Babaian:

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

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

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

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 12, 2024

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202406-25072312
Right to Sue: SHORT / NEURALINK, CORP. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 12, 2024

LINDSAY SHORT
4445 Stevenson Blvd. Apt. 56
Fremont, CA 94538

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202406-25072312
Right to Sue: SHORT / NEURALINK, CORP. et al.

Dear LINDSAY SHORT:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 12, 2024 because an immediate Right to Sue notice was requested.

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

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

Sincerely,

Civil Rights Department

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

6 **In the Matter of the Complaint of**
7 **LINDSAY SHORT**

CRD No. 202406-25072312

8 Complainant,

9 vs.

10 **NEURALINK, CORP.**
11 7400 Paseo Padre Pkwy
12 Fremont, CA 94555

13 **KYLIE THURMAN**

14 **AUTUMN SORRELLS**

15 Respondents

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

18 2. Complainant is naming **KYLIE THURMAN** individual as Co-Respondent(s).
19 Complainant is naming **AUTUMN SORRELLS** individual as Co-Respondent(s).

20 3. Complainant **LINDSAY SHORT**, resides in the City of **Fremont**, State of **CA**.

21 4. Complainant alleges that on or about **June 9, 2023**, respondent took the following
22 adverse actions:

23 **Complainant was discriminated against** because of complainant's other, pregnancy,
24 childbirth, breast feeding, and/or related medical conditions, association with a member of a
25 protected class, disability (physical, intellectual/developmental, mental health/psychiatric),
26 reproductive health decisionmaking and as a result of the discrimination was terminated,
27 denied hire or promotion, reprimanded, demoted, denied accommodation for pregnancy,
28 other, denied work opportunities or assignments, denied or forced to transfer, denied
accommodation for a disability.

-1-

Complaint – CRD No. 202406-25072312

Date Filed: June 12, 2024

1 **Complainant experienced retaliation** because complainant reported or resisted any form
2 of discrimination or harassment, requested or used a pregnancy-disability-related
3 accommodation, requested or used a disability-related accommodation and as a result was
4 terminated, denied hire or promotion, reprimanded, demoted, denied any employment
5 benefit or privilege, denied accommodation for pregnancy, other, denied work opportunities
6 or assignments, denied or forced to transfer, denied accommodation for a disability.

7 **Additional Complaint Details:** On or about March 9, 2021, RESPONDENT hired
8 COMPLAINANT to be a member of the Animal Care Team at its Dixon location. Throughout
9 her employment, COMPLAINANT was an excellent employee who consistently performed
10 her job duties above satisfaction. Yet despite COMPLAINANT's proven work ethic,
11 RESPONDENT subjected her to discrimination, retaliation, and multiple violations of the
12 California Labor Code before ultimately resorting to wrongfully terminating her employment.

13 When RESPONDENT hired COMPLAINANT as a full-time employee, it was understood by
14 all parties involved that she would require enough flexibility with her work schedule to
15 accommodate her children's school and doctor appointments. During this time,
16 COMPLAINANT was the primary caregiver for her children and her childcare-related needs
17 were well known amongst her colleagues within RESPONDENT.

18 In or around January 2022, discussions commenced regarding the closure of the Dixon
19 location, a move that would require transferring and/or eliminating positions. Recognizing
20 COMPLAINANT's outstanding work ethic, RESPONDENT sought to retain her and thus
21 offered her a promotion to Animal Care Lead for an increased salary at its Fremont location.
22 Despite this opportunity, COMPLAINANT expressed reservations as she believed accepting
23 the promotion and relocation would complicate her childcare arrangements, as the majority
24 of her support network resided in the Woodland area.

25 Accordingly, COMPLAINANT stated that she would only agree to accept the promotion and
26 relocation on the condition that RESPONDENT would provide her with "flexible time off" to
27 care for her children, with all parties understanding that this condition was a material aspect
28 of her acceptance. RESPONDENT, per its own policies, expressly agreed to provide
COMPLAINANT with flexible time off, which she relied on in accepting the position. As such,
both COMPLAINANT and RESPONDENT entered into legally binding oral agreement which
later resulted in her uprooting her life to move over eighty (80) miles from Dixon to Fremont,
California and assume the position of Animal Training Lead for the Non-Human Primate
population.

Upon assuming her new position in or around August 2022, COMPLAINANT quickly
realized that RESPONDENTS established a work environment fraught with blame, shame,
and impossible deadlines. Specifically, RESPONDENT'S managing agent and
COMPLAINANT's Manager, THURMAN maintained a culture where employees were highly
discouraged from taking rest breaks and would consistently force COMPLAINANT to inform
every single other employee when and why she was going to take a rest break. Moreover,
RESPONDENTS also prohibited COMPLAINANT from taking proper meal breaks. In the
rare instance where they would allow a meal break to be taken, COMPLAINANT was
routinely interrupted or forced to attend meetings during these meal breaks.

1 On brand with this conduct, THURMAN began harassing and shaming COMPLAINANT for
2 using the previously agreed upon "flexible time off" to care for her children despite
3 COMPLAINANT and RESPONDENTS' previously agreeing to its implementation.
4 THURMAN routinely interrogated COMPLAINANT about her childcare issues, demanded
5 that COMPLAINANT dedicate more of her time to RESPONDENT instead of her family, and
6 subjected COMPLAINANT to hostility in the instances following her use of the "flexible time
7 off." These adverse employment actions were substantially motivated by the fact that
8 COMPLAINANT was a mother who continued to prioritize the needs of her family instead of
9 the demands of RESPONDENTS.

10 At all relevant times mentioned herein, NUERALINK conducted experiments within its
11 research lab using rhesus macaque non-human primates (hereinafter, "NHP(s)") that carried
12 the deadly Herpes B virus. Per the guidelines of both the National Institutes of Health and
13 the Centers for Disease Control and Prevention, NUERALINK had a duty to implement an
14 elevated level of personal protective equipment ("PPE") protocols for all RESPONDENT
15 employees interacting with these NHPs including COMPLAINANT, to use during these
16 experiments. However, RESPONDENTS failed to provide COMPLAINANT with the proper
17 PPE during these experiments including, but not limited to full length, non-permeable,
18 reusable long sleeve Tyvek sleeves to prevent exposing her skin instead of the permeable,
19 reusable long sleeve scrub jackets that exposed her wrist. Notably, this failure by
20 RESPONDENTS was both the actual and proximate cause of the harrowing experiences
21 COMPLAINANT would later suffer.

22 For example, in or around September 2022, COMPLAINANT was working near one of these
23 caged NHPs when it reached out through the bars and scratched her hand. Importantly, the
24 NHP scratched COMPLAINANT through her glove and broke the skin, contaminating and
25 exposing her to Herpes B in the process. Immediately thereafter, COMPLAINANT
26 complained to her superiors within RESPONDENTS' upper management about the incident
27 and frantically requested medical treatment. RESPONDENTS responded less than
28 favorably, which COMPLAINANT asserts herein on information and belief is because
29 RESPONDENT was required to report these incidents to the United State Department of
30 Agriculture ("USDA") and Occupational Safety and Health Administration ("OSHA"). Sadly,
31 COMPLAINANT's willingness to express these rightful concerns, in conjunction with
32 RESPONDENT'S fear that she would report these violations to the USDA and OSHA, would
33 later serve as the basis for RESPONDENTS' retaliatory animus against her.

34 Furthermore, NUERALINK's retaliatory animus only intensified when COMPLAINANT
35 exposed NUERALINK's questionable and illegal practices. Specifically, drawing on her
36 expertise, COMPLAINANT was tasked with delivering a presentation on "Abnormal
37 Behaviors" to the Animal Care Team on or about December 19, 2022. During discussions
38 on this subject with THURMAN and SORRELLS, COMPLAINANT voiced her concerns
39 regarding RESPONDENT's definition of "self-injurious behavior," highlighting its
40 inconsistency with established scientific standards as it appeared RESPONDENT
41 intentionally veered from the standard definition to circumvent USDA regulations. Instead of
42 addressing these legitimate concerns regarding training, safety protocols, and violations of
43 government regulations, THURMAN and SORRELLS adamantly resisted the
44 COMPLAINANT's input and subjected her to further retaliation.

45 As a result, COMPLAINANT was subjected to a continued unsafe working environment
46 wherein she was again exposed to the deadly Herpes B virus. Notably, in or around March

1 2023 incident unfolded as COMPLAINANT was forced to perform a procedure she had
2 never done before, and RESPONDENT failed to provide the necessary training for. As a
3 proximate result thereof, one of the animals reacted by scratching her on her face, thereby
4 resulting in her requesting medical attention. Instead of showing the slightest bit of concern
5 for COMPLAINANT, THURMAN and other members of RESPONDENT'S upper
6 management began angrily threatening COMPLAINANT's employment with "severe
7 repercussions" if such incidents occurred again. Once again, the COMPLAINANT
8 understood that this anger stemmed from her insistence on seeking medical treatment,
9 prioritizing her own health and safety over the company's interests, which would require
10 NUERALINK to report the incident to both OSHA and USDA.
11 In response to RESPONDENTS' hostility, COMPLAINANT complained to RESPONDENTS,
12 firmly asserting her reasonable belief that the RESPONDENTS' threats of disciplinary action
13 violated California law. Moreover, COMPLAINANT further voiced concerns about
14 RESPONDENTS' refusal to accommodate her needs or honor their oral contract regarding
15 her flexible schedule, highlighting how it constituted illegal discrimination. Additionally,
16 COMPLAINANT reiterated her previous complaints about the lack of training she received to
17 this point, which once again were with indifference.
18 In direct response to COMPLAINANT's complaints, RESPONDENT escalated its retaliatory
19 campaign against her by subjecting her to a retaliatory demotion under the erroneous guise
20 of poor work performance.
21 Specifically, in or around May 2023, several members of RESPONDENT's upper
22 management confronted COMPLAINANT about her legitimate requests for time off to tend
23 to family matters despite their agreement to provide flexible time off. Even when
24 COMPLAINANT attempted to reach a compromise, suggesting the reasonable
25 accommodation of working from home one or two days a month, RESPONDENT callously
26 rejected her plea. Instead of respecting her concerns and rights protected by Labor Code
27 230.8, RESPONDENT resorted to blatant retaliation, presenting her with the outrageous
28 ultimatum of accepting a demotion from full-time salary to part-time hourly with reduced pay,
or facing forced resignation. Ironically, this occurred shortly after COMPLAINANT's
promotion to Animal Care Specialist in March 2023, a fact that contradicts RESPONDENT's
claim of COMPLAINANT's purported performance issues—further solidifying
COMPLAINANT's reasonable belief that this demotion was retaliatory.
Adding insult to injury, following COMPLAINANT's reluctant acceptance of the demotion,
RESPONDENT arbitrarily assigned COMPLAINANT a new schedule with minimal regard for
her existing commitments, often informing her of these changes with a mere day's notice—
hindering COMPLAINANT's ability to properly plan ahead for her childcare responsibilities.
Not only did RESPONDENTS' retaliatory actions significantly reduce COMPLAINANT's
earned income by limiting her hours to a mere 30 per week, but in the process,
RESPONDENTS also stripped COMPLAINANT of her full-time salary status and reduced
her ability to earn stock accrual benefits and holiday pay by approximately thirty percent.
Unfortunately, RESPONDENTS' retaliatory scheme only persisted. Notably, NUERALINK
forced COMPLAINANT to forego her state-mandated meal breaks without compensating her
with the appropriate meal premiums. Despite COMPLAINANT's complaints to SORRELLS
about the ongoing harassment from RESPONDENT management and employees, which
hindered her ability to take uninterrupted meal breaks, her concerns were disregarded.
Remarkably, according to RESPONDENT's upper management, COMPLAINANT's

1 adherence to legally mandated meal breaks was seen as obstructing team productivity.
2 Notwithstanding COMPLAINANT's explicit objections to the illegality of these actions,
3 SORRELLS callously instructed her to comply with RESPONDENTS' demands—explicitly
4 directing COMPLAINANT TO return to work during her meal breaks, assist the team, and
5 then retroactively alter her timesheet to falsely indicate an uninterrupted meal period.
6 Furthermore, in an act of direct retaliation for COMPLAINANT'S protected activities,
7 RESPONDENT, specifically THURMAN, started instructing COMPLAINANT'S colleagues to
8 fabricate negative performance complaints and grievances against her. This deceitful tactic
9 was aimed at unjustly justifying her baseless demotion. The razor thin temporal proximity
10 between her complaints and the ensuing demotion/performance complaints serves as clear
11 evidence that these retaliatory measures were largely driven by those very complaints and
12 RESPONDENTS' prejudiced bias against her, based on her gender and parental status.
13 On or around June 8, 2023, COMPLAINANT called for a teleconference meeting with
14 RESPONDENT'S People Operations Department (hereinafter, "HR") during which she
15 informed all attendees that she was pregnant and requested that they engage with her in the
16 interactive process to determine whether reasonable accommodations could be made for
17 her. COMPLAINANT knew that disclosing this information to HR was preferable to
18 disclosing it to her supervisors, especially THURMAN, because these individuals would
19 often mention how they did not like children and that having kids "got in the way of their
20 career." Fearing the worst, COMPLAINANT then requested another teleconference meeting
21 the following day (June 9, 2023) with her supervisors.
22 COMPLAINANT was shocked when her supervisors suddenly rejected her request on the
23 morning of the meeting and instead demanded that the meeting be held in person before
24 COMPLAINANT's usual start time. As soon as the meeting began, COMPLAINANT was
25 immediately confronted with a separation agreement and notice of termination for alleged
26 "performance issues." Again, consistent with RESPONDENT's illegal practices, the razor
27 thin, one day difference between COMPLAINANT's disclosure of her pregnancy and her
28 wrongful termination strongly suggests retaliation.

1 VERIFICATION

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

5 On June 12, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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