

Electronically FILED by Superior Court of California, County of Los Angeles on 12/04/2020 11:59 AM Sherri R. Carter, Executive Officer/Clerk of Court, by M. Barel, Deputy Clerk

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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

DRAFT

Tobias Slater, an individual,

Plaintiff,

vs.

Advanced Nutrients US, LLC, a Washington
Corporation; Mike Straumietis, an individual,
and DOES 1-50,

Defendants.

) Case No.: 20STCV46379

) Complaint Filed:

) Trial Date:

) Dept.:

) **COMPLAINT FOR (1) RACIAL
) DISCRIMINATION IN VIOLATION OF
) FEHA; (2) FAILURE TO PREVENT
) RACIAL DISCRIMINATION IN
) VIOLATION OF FEHA; (3)
) INTENTIONAL INFLECTION OF
) EMOTIONAL DISTRESS; (4)
) WRONGFUL TERMINATION IN
) VIOLATION OF PUBLIC POLICY; (5)
) RETALIATION IN VIOLATION OF
) LABOR CODE; (6) BREACH OF
) CONTRACT; (7) ASSOCIATIONAL
) DISCRIMINATION**

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2 **I. PARTIES**

3 1. Plaintiff Tobias Slater, during all relevant times, lived in Miami, Florida but
4 commuted for significant amounts of time to work in Los Angeles.

5 2. Defendant Advanced Nutrients US LLC (“AN” or “Defendant”) is a Washington
6 Corporation based in and operating in Los Angeles, California. Defendant Mike Straumietis
7 (“Defendant Mike”), on information and belief, during all relevant times lived in Los Angeles
8 County.

9 3. The true name and capacities of DOES 1-50, whether corporate, individual or
10 otherwise, are unknown to Plaintiff who therefore sues said defendants by such fictitious names,
11 and will ask leave to amend this Complaint to show their true names and capacities when the
12 same have been ascertained.

13 4. Plaintiff is informed and believes and thereon alleges that at all times relevant to
14 this Complaint, each of the defendants, including, without limitation the DOE defendants, were
15 the agents, affiliates, officers, directors, managers, principals, partners, joint venturers, alter-egos
16 and/or employees of the remaining defendants and at all times were acting within the scope of
17 agency affiliate, officer, director, manager, principal, partner, joint venture, alter-ego and/or
18 employment relationship and actively participated in, or subsequently ratified, adopted, or both,
19 each and all of the acts of conduct alleged herein, with full knowledge of all the facts and
20 circumstances, including, but not limited to, full knowledge of each and all of the violations of
21 Plaintiff’s rights and the damages to Plaintiff proximately caused thereby.

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23 **II. FACTUAL ALLEGATIONS**

24 5. On June 18, 2020, Plaintiff signed an offer letter to serve as the Global Talent
25 Acquisition Lead for AN. His first day of work was June 22, 2020. Plaintiff reported to the head
26 of Human Resources, Tasha Warren. Plaintiff and Ms. Warren are African American. Prior to
27 that time, for several months, Plaintiff had worked for AN as a consultant.

1 6. Part of the responsibility set for and by Plaintiff was to make AN a more diverse
2 workplace. When he arrived, the workforce was dominated by white men and women. While
3 his goal was always to find the best candidates based on qualifications, it was clear that the
4 company was not giving diverse candidates an equal opportunity to be hired and to succeed.
5 Defendant Mike was made aware of this responsibility.

6 7. However, early on in his tenure, it became clear that it would be challenging to
7 create diversity within the organization. As one example only, it was communicated to him by
8 an employee close to Defendant Mike that Plaintiff should not attempt to hire an African
9 American, heterosexual male to be Defendant Mike's personal assistant.

10 8. On a trip to visit a warehouse in the State of Washington, Plaintiff learned that
11 Defendant Mike had received an email stating words to the effect that "those people" are trying
12 to take over the company and Defendant Mike should do something about it. At or about the
13 same time, this company dominated by White men and women now had a black Head of HR, an
14 Asian CFO and Plaintiff high up in the Human Resources Department. Also at or about the same
15 time, a Black male was one of the candidates identified to potentially fill another high level
16 position.

17 9. On the same trip to Washington, Plaintiff was part of a number of conversations
18 where it was revealed that operations at the warehouse were entirely dysfunctional. For
19 example, employees noted a large number of safety violations, and there appeared to be no
20 attempt to create diversity. An inordinate number of hires were occurring through nepotism.
21 Employees also reported being overworked and not being paid properly in compliance with labor
22 laws.

23 10. During his tenure at AN, he received a letter circulated by Defendant Mike that
24 discussed the turbulent times going on in the nation related to the pandemic and racial injustice.
25 In the letter, Mr. Straumietis stated that "your future is secure here. I will continue to have your
26 back financially. And as those who've been on our team for years or decades will vouch . . . I'm
27 extremely loyal to members of our Advanced Nutrients family who . . . are honest with me (and
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1 the rest of our team) [and] give me their best. . . . Be straight with me and do the absolute best
2 job you can, and not only is your job secure here but you'll grow with us into the future.”

3 11. Plaintiff worked hard and was honest at AN through July 7, 2020. Then, without
4 warning and for no legitimate or lawful reason, he was terminated.

5 12. The letter from the COO, Daniel Weadock, stated that he was being terminated
6 because the company no longer “needed his services.” This was a lie.

7 13. On information and belief, the real reason(s) that Plaintiff was terminated were
8 (1) AN is racist, as evidenced by its unwillingness to keep people of color in positions of power
9 or influence. All four of the people of color brought into the company at high levels were
10 terminated quickly. (2) Defendant Mike reacted to pressure from other White employees who
11 feared that “those people” – people of color – were getting too many positions of power; (3) AN
12 wanted to terminate its head of HR because she is Black and in retaliation for her attempting to
13 point out and clean up a myriad of problems at the company. Because the company perceived
14 Plaintiff to be associated with her, he was also terminated. (4) Plaintiff made a trip to AN's
15 warehouse in Washington and witnessed a myriad of issues, including serious and numerous
16 workplace safety violations. Because he was part of discussions pointing out these awful
17 conditions and violations of the law, AN, and in particular, its Defendant/CEO Mike, retaliated
18 against Plaintiff by terminating him. AN either did not like the fact that he was perceived to be
19 “complaining” about these conditions, or they were concerned that he would make more
20 complaints in the future. In fact, all of the higher up employees who were on the trip to
21 Washington and witnessed the many complaints, unsafe work conditions and other problems,
22 were fired, as if they had seen too much.

23 14. Upon his termination, AN deposited approximately \$2,749 into Plaintiff's
24 account. It was unclear why it was deposited and Defendant did not communicate with Plaintiff
25 in any manner about the deposit. It was perceived by Plaintiff to be part of a bizarre and
26 disrespectful termination, indicating that if a small amount of money were thrown at this
27 professional after being treated in such a racist manner, he would accept it.

1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 15. Prior to the initiation of this lawsuit, on August 25, 2020, Plaintiff obtained a right
3 to sue letter from DFEH as to the Defendants. All conditions precedent to the institution of this
4 lawsuit have been fulfilled. This action is filed within one year of the date that the DFEH issued
5 its right to sue letter.

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7 **FIRST CAUSE OF ACTION**

8 **RACIAL DISCRIMINATION IN VIOLATION OF FEHA**

9 **(Against Defendant AN)**

10 16. Plaintiff realleges and incorporates by reference all paragraphs set forth above.

11 17. California Government Code section 12940 makes it an unlawful employment
12 practice for an employer to discriminate against an employee because of race or color. Defendant
13 discriminated against Plaintiff as described above, including by terminating him based on his
14 race or color. This was consistent with AN’s pattern of behavior described above.

15 18. As a proximate result of Defendant’s conduct, Plaintiff has suffered and will
16 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits and other pecuniary
17 loss according to proof. Plaintiff will also continue to suffer physical and emotional injuries,
18 including humiliation, anguish and anxiety. The amount of Plaintiff’s damages will be
19 ascertained at trial.

20 19. In committing the foregoing acts, Defendant has been guilty of oppression, fraud
21 and/or malice under California Civil Code section 3294, entitling Plaintiff to punitive damages in
22 a sum appropriate to punish and make an example out of the Defendant.

23 20. FEHA provides for an award of reasonable attorneys’ fees and costs incurred by a
24 prevailing plaintiff in an action brought under its provisions. Plaintiff has incurred and will
25 continue to incur attorneys’ fees and costs herein.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PREVENT UNLAWFUL RACIAL DISCRIMINATION IN**

3 **VIOLATION OF FEHA**

4 **(Against Defendant AN)**

5 21. Plaintiff realleges and incorporates by reference all paragraphs set forth above.

6 22. California Government Code section 12940(k) makes it an unlawful employment
7 practice for an employer to fail to take all reasonable steps to prevent racial discrimination from
8 occurring. Defendant violated this provision by failing to prevent racial discrimination against
9 Plaintiff, including the discrimination above, primarily due to Plaintiff’s race or color.

10 23. As a proximate result of Defendant’s conduct, Plaintiff has suffered and will
11 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits and other pecuniary
12 loss according to proof. Plaintiff will also continue to suffer physical and emotional injuries,
13 including humiliation, anguish and anxiety. The amount of Plaintiff’s damages will be
14 ascertained at trial.

15 24. In committing the foregoing acts, Defendant has been guilty of oppression, fraud
16 and/or malice under California Civil Code section 3294, entitling Plaintiff to punitive damages in
17 a sum appropriate to punish and make an example out of the Defendant.

18 25. FEHA provides for an award of reasonable attorneys’ fees and costs incurred by a
19 prevailing plaintiff in an action brought under its provisions. Plaintiff has incurred and will
20 continue to incur attorneys’ fees and costs herein.

21 **THIRD CAUSE OF ACTION**

22 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

23 **(Against All Defendants)**

24 26. Plaintiff realleges and incorporates by reference all paragraphs set forth above.

25 27. The conduct by Defendants described above was extreme and outrageous with an
26 intention of causing, or reckless disregard of the probability of causing, emotional distress.
27 Specifically, Defendants knew that terminating Plaintiff without cause, based on the color of
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1 his skin and/or associational discrimination based on the color of another employee's skin, is
2 simply outrageous, despicable conduct that must not be tolerated in a civilized society. For
3 far too long, too many people have gotten away with trivializing the extreme damage caused
4 by discrimination. Indeed, as Plaintiff was being terminated, protests were going on around
5 the nation to express the outrage caused by persistent and pernicious discrimination, where
6 people of color have been abused physically and emotionally based on race in just about
7 every setting of our society. And, Defendants actually issued a memo and communicated as
8 if they were understanding of these issues, only to terminate Plaintiff, then blatantly lie in
9 writing about the reasons for the termination, then toss some money at Plaintiff in a
10 disrespectful manner, as if he were not respected enough to even bother to have an honest
11 conversation. As one court noted, given an employee's fundamental, civil right to a
12 discrimination free work environment, discrimination that affects the "fundamental, civil
13 right to a discrimination free work environment" can be considered outrageous conduct.

14 28. As a result of Defendant's outrageous conduct, Plaintiff suffered severe or
15 extreme emotional distress, including feelings of depression.

16 29. As part of the tortious actions described above, Defendants acted in bad faith, in a
17 knowing, willful, malicious, oppressive and fraudulent manner, and with the intent and purpose
18 of advancing their own gain at the expense of Plaintiff's rights, reputation and business interests.
19 By reason thereof, Plaintiff is entitled to punitive and exemplary damages against Defendants, in
20 a sum to be determined by the trier of fact herein.

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22 **FOURTH CAUSE OF ACTION**

23 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

24 **(Against Defendant AN)**

25 30. Plaintiff realleges and incorporates by reference all paragraphs set forth above.

26 31. Plaintiff was employed by Defendant AN and was discharged by Defendant. In
27 relation to Defendant's termination, Defendant violated a fundamental public policy in California
28 against discrimination and retaliation, as set forth herein.

1 32. As a proximate result of Defendant's conduct, Plaintiff has suffered and will
2 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits and other pecuniary
3 loss according to proof. Plaintiff will also continue to suffer physical and emotional injuries,
4 including humiliation, anguish and anxiety. The amount of Plaintiff's damages will be
5 ascertained at trial.

6 33. In committing the foregoing acts, Defendant has been guilty of oppression, fraud
7 and/or malice under California Civil Code section 3294, entitling Plaintiff to punitive damages in
8 a sum appropriate to punish and make an example out of the Defendant.

9 34. Plaintiff has incurred and will continue to incur attorneys' fees and costs herein as a
10 result of Defendant's conduct.

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12 **FIFTH CAUSE OF ACTION**

13 **RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE**

14 **(Against Defendant AN)**

15 35. Plaintiff realleges and incorporates by reference all paragraphs set forth above.

16 36. California Labor Code Sections 1102.5, 98.6, 6310 and 232.5 make it an unlawful
17 employment practice to retaliate against an employee for disclosing information to a person with
18 authority over another employee who has the authority to investigate or correct a violation or
19 noncompliance. Section 1102.5 also prevents preemptive retaliation if the employer believes the
20 Plaintiff may complain. On information and belief, Defendant violated this provision by
21 retaliating against, and then terminating Plaintiff because he was perceived to have made
22 complaints about workplace safety violations or other illegal behavior by Defendant as described
23 above. Defendant also retaliated, on information and belief, due to a fear of Plaintiff making
24 future complaints.

25 37. As a proximate result of Defendant's conduct, Plaintiff has suffered and will
26 continue to suffer damages in terms of lost wages, lost benefits, and other pecuniary loss
27 according to proof. Plaintiff will also continue to suffer physical and emotional injuries,
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1 including humiliation, anguish and anxiety. The amount of Plaintiff's damages will be
2 ascertained at trial.

3 38. California Labor Code provides for an award of reasonable attorneys' fees and costs
4 incurred by a prevailing plaintiff in an action brought under its provisions. Plaintiff has incurred
5 and will continue to incur attorneys' fees and costs herein.

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7 **SIXTH CAUSE OF ACTION**

8 **BREACH OF CONTRACT**

9 **(Against Defendant AN)**

10 39. Plaintiff realleges and incorporates by reference all paragraphs set forth above.

11 40. Pursuant to an express memo distributed to Plaintiff, AN promised to Plaintiff:
12 "your future is secure here. I will continue to have your back financially. And as those who've
13 been on our team for years or decades will vouch . . . I'm extremely loyal to members of our
14 Advanced Nutrients family who . . . are honest with me (and the rest of our team) [and] give me
15 their best. . . . Be straight with me and do the absolute best job you can, and not only is your job
16 secure here but you'll grow with us into the future." Thus, AN and Plaintiff had an express or, in
17 the alternative, implied contract that he would not be terminated so long as he was loyal and
18 honest and gave the company his best.

19 41. As set forth above, Plaintiff fulfilled all of his contractual obligations. However,
20 Defendant AN breached the contract by terminating him without cause.

21 42. As a proximate result of Defendant's conduct, Plaintiff has suffered and will
22 continue to suffer damages in terms of lost wages, lost benefits, and other pecuniary loss
23 according to proof. The amount of Plaintiff's damages will be ascertained at trial.

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25 **SEVENTH CAUSE OF ACTION**

26 **ASSOCIATIONAL DISCRIMINATION**

27 **(Against Defendant AN)**

28 43. Plaintiff realleges and incorporates by reference all paragraphs set forth above.

1 44. California Government Code section 12940 makes it an unlawful employment
2 practice for an employer to discriminate against an employee because of race or color.
3 Government Code Section 12926(o) includes makes it unlawful to discriminate based on a
4 perception that a person is associated with a person who has, or is perceived to have, those
5 characteristics (or race or color). Defendant discriminated against Plaintiff as described above,
6 including by terminating him based on his perceived association with another person of color.
7 This was consistent with AN's pattern of behavior described above.

8 45. As a proximate result of Defendant's conduct, Plaintiff has suffered and will
9 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits and other pecuniary
10 loss according to proof. Plaintiff will also continue to suffer physical and emotional injuries,
11 including humiliation, anguish and anxiety. The amount of Plaintiff's damages will be
12 ascertained at trial.

13 46. In committing the foregoing acts, Defendant has been guilty of oppression, fraud
14 and/or malice under California Civil Code section 3294, entitling Plaintiff to punitive damages in
15 a sum appropriate to punish and make an example out of the Defendant.

16 47. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
17 prevailing plaintiff in an action brought under its provisions. Plaintiff has incurred and will
18 continue to incur attorneys' fees and costs herein.

19 **PRAAYER FOR RELIEF**

20 WHEREFORE, based on the foregoing, Plaintiff prays for relief as follows:


- 21 1. For compensatory and/or general damages in an amount to be determined at trial. For
22 incidental and consequential damages according to proof at trial;
- 23 2. For punitive damages;
- 24 3. For costs of suit incurred herein;
- 25 4. For reasonable attorneys' fees and costs;
- 26 5. For prejudgment interest;
- 27 6. For such other and further relief as the Court may deem just and proper.

28 Plaintiff hereby demands a jury trial.

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Dated: December 4, 2020

HUSKINSON, BROWN & HEIDENREICH

By: 

Brian Center, Esq.
Attorneys for Plaintiff