

1 JOHN L. BURRIS, ESQ., (SBN 69888)
2 NA'IL BENJAMIN, ESQ., (SBN 240354)
3 LAW OFFICES OF JOHN L. BURRIS
4 7677 OAKPORT ST., SUITE 1120
5 OAKLAND, CA 94612
6 Telephone: (510) 839-5200
7 Facsimile: (510) 839-3882
8 Nbenjamin.esq@gmail.com

9 Attorneys for Plaintiff
10 ANA RUGGIERO

FILED
ALAMEDA COUNTY

APR 02 2015

CLERK OF THE SUPERIOR COURT
By: *[Signature]* Deputy

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

11 ANA RUGGIERO, an individual,

12 Plaintiff,

13 v.

14 IDENTIV, INC., a California corporation;
15 JASON HART, an individual; and DOES 1 -
16 100, inclusive,

17 Defendants.

CASE NO.: **H'G 15764795**

COMPLAINT FOR:

1. AGE DISCRIMINATION;
2. DISABILITY DISCRIMINATION;
3. RETALIATION AND HARASSMENT UNDER LABOR CODE SECTION 1102.5; and
4. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

DEMAND FOR JURY TRIAL

SUMMARY OF CLAIMS

1. This is an action for damages by Plaintiff against her employer for a pattern of tortious conduct, involving multiple violations of the Fair Employment and Housing Act, including harassment and discrimination on the basis of age and disability, and retaliation for her complaints about Jason Hart's unlawful and fraudulent conduct. Plaintiff seeks compensatory damages including general damages for mental and emotional distress, punitive damages and statutory attorney's fees.

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PARTIES

2. At all relevant times, Plaintiff ANA RUGGIERO ("Plaintiff") was and now is an individual residing in the Contra Costa County, State of California.

3. Plaintiff is informed and believes, and based on such information and belief that at all relevant times, Defendant IDENTIV, INC. ("Identiv") was and now is a corporation doing business under the laws of the State of California, with its principal place of business being in Fremont, California in Alameda County.

4. Plaintiff is informed and believes, and based on such information and belief, states that at all relevant times, JASON HART ("Hart") is an individual living in Fremont, California.

5. Plaintiff is informed and believes and based thereon alleges that each Defendant was the agent and employee of its Co-Defendant, and in doing the things alleged in this Complaint was acting both outside of, and within, the course and scope of that agency and employment.

6. The true names and capacities of Defendants sued herein as Does 1 through 100, inclusive, are unknown to Plaintiff, but Plaintiff will amend this Complaint when and if the true names of said Defendants become known to her. Plaintiff is informed and believes and based thereon alleges that each of the Defendants sued herein as a Doe is responsible in some manner for the events and happenings herein set forth and proximately caused injury and damages, and any reference to "Defendant" shall mean "Defendant and each of them."

FACTUAL BACKGROUND

7. Ana Ruggiero began working for Identiv when it was known as ID on Demand in November 2009. She worked at Identiv through the merger and acquisition that caused ID on Demand to become Identiv, and until January 22, 2015. During this time period, Ms. Ruggiero worked an average of six days a week and approximately 85 hours each week. During her entire tenure, Ms. Ruggiero did not take a vacation. She even worked from her surgery bed when she had a medical condition that required surgery.

8. During her tenure, Ms. Ruggiero handled job duties that included serving as an office manager as well as handling Human Resources responsibilities.

1 9. Ms. Ruggiero became Jason Hart's executive assistant around May 2012 after
2 Human Resources and other operations became centralized in Santa Ana. Hart was the C.E.O for
3 ID on Demand. Brian Nelson was the C.F.O.

4 10. Ms. Ruggiero had been managing her numerous tasks for ID on Demand for three
5 years but had not received a raise. She mentioned this concern to Hart and asked about her raise.
6 Near the end of 2012, Hart offered to give her a board seat on one of his companies called Mojo
7 Ideas, Inc. ("Mojo"), in exchange for handling job duties personal tasks for him, in exchange for
8 \$10,000.

9 11. Mojo is an Oregon corporation that owns and operates a California property on
10 California land. That property includes a ranch, vineyard, wedding facility, rental
11 accommodations, a gun range, and other entertainment.

12 12. Hart asked Ms. Ruggiero to perform many of her Mojo duties while she was at
13 Identiv and performing Identiv job duties. Those Mojo tasks included banking, bill pay, mail,
14 managing the property, and assisting with fixing the Mojo helicopter and other Mojo assets. She
15 also managed his personal affairs like his divorce, his estranged child, his personal banking, his
16 transportation and transportation for his wife and kids, and other management of business affairs,
17 doctor's appointments, and his personal calendar.

18 13. Once Hart became Identiv's C.E.O. in 2014, Ms. Ruggiero received an overdue
19 \$12,000 raise for her job duties at Identiv.

20 14. Shortly thereafter, given Ms. Ruggiero's familiarity with Hart's business dealings
21 and comingling of services and use of resources between Identiv and Mojo, she noticed that he
22 submitted personal expenses being submitted to Identiv for reimbursement. He submitted his
23 personal American Express bill that includes pay pal purchases, Amazon purchases, restaurants, and
24 other expenses that appeared to be personal. Ms. Ruggiero knew that this was improper, so she
25 would ask Hart to provide the backup documents and names of participants to clarify that the
26 requested expenses were Identiv expenses. Hart often responded by ignoring her emails and calls
27 on these topics. He would subsequently just pick a category and tell her to just figure it out.
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1 15. Ms. Ruggiero regularly discussed these issues with the Chief Financial Officer,
2 Brian Nelson. In fact, Nelson often returned Hart's expense reports to Ms. Ruggiero and requested
3 the same information Ms. Ruggiero had already requested from Hart.

4 16. Hart continued these types of practices, and Ms. Ruggiero and Nelson continued to
5 discuss these issues because they needed to complete the expense report process. These
6 discussions between Hart and Ms. Ruggiero, and Nelson and Ms. Ruggiero, had been occurring
7 since 2013, before it became obvious that Hart was defrauding Identiv and misrepresenting
8 expenses that would ultimately be reflected in public statements and other financial reports under
9 Securities and Exchange Commission rules and regulations. For example, in 2013, Hart had
10 purchased servers through eBay in amounts of \$18,000 each. Those expenses were on Hart's
11 American Express and submitted to Ms. Ruggiero to process for reimbursement.

12 17. One of the main problems with these alleged expenses is that none of the employees
13 at Identiv had ever seen these servers. They did not know anything about them. Nelson and Ms.
14 Ruggiero consistently discussed the whereabouts of these servers, the need to search for the serial
15 numbers to confirm that they had been delivered, and what they were for. Ms. Ruggiero and
16 Nelson later learned that Hart was saying that the servers were at his home. However, the servers
17 did not ever arrive at Identiv and become a part of Identiv's Information Technology system. There
18 were approximately 2-3 servers purchased in 2013, and another three or more in 2014.

19 18. In April 2014, Identiv purchased two drones for a total of almost \$5,000. Identiv
20 purchased the drones for marketing purposes. One of them was used at a tradeshow and given
21 away as a part of the marketing plan. But the other drone became Hart's personal drone and was
22 used at his home and for his personal pleasure.

23 19. In June 2014, Hart submitted an expense report for \$3,000 in American Express gift
24 cards. He claimed these gift cards were for the purpose of rewarding employees. However, Ms.
25 Ruggiero learned that the grounds keeper for the Mojo property was receiving these gift cards as
26 salary because Hart owed him money for his services.

27 20. In around June 2014 and July 2014, Hart borrowed \$19,000 from his friend Andre
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1 Oschadlin. Oschadlin owns a company called KYeema, Inc. This money was borrowed for Hart's
2 personal use. However, on July 1, 2014, Hart facilitated a services contract between Identiv and
3 KYeema, Inc. for Oschadlin to develop an application for Identiv's use. This contract was for
4 \$26,000 and it does not have an end date.

5 21. Around July 4, 2014, Hart decided to go to Las Vegas. He traveled with a contact in
6 the United States government believed to have been subsequently influential in assisting Identiv
7 obtain certain government contracts worth millions of dollars. Hart also traveled with Gary
8 Kremen, an Identiv Board member, Brian Nelson, and Hart's girlfriend. A recently hired female
9 employee named Caitlin Fountas also met them there. Fountas and Hart's girlfriend (Brittni Ann)
10 are roommates. Hart's girlfriend also brought her sister and her sister's boyfriend. Everyone stayed
11 at the Cosmopolitan and all rooms were under Hart's name.

12 22. Hart paid for these charges, as well as \$8,700 in "champagne showers" at the MGM
13 Wet Republic. Champagne Showers are a frivolous activity that mimics sporting event
14 championships where the participants shower themselves in champagne. Hart also charged almost
15 \$5,000 in top shelf vodka, \$5,000 at the XS-Encore restaurant, \$1,900 in massages for Kremen,
16 and other gifts and amenities reaching another couple of thousand dollars. These charges were
17 made on his American Express card, and the entire bill was submitted to Identiv for
18 reimbursement.

19 23. When submitting this \$17, 585 bill for only the 4th of July weekend, Hart directed
20 Ms. Ruggiero to label the expenses as "customer event – senior exec and board plus customers
21 including us marshall." At this point, Ms. Ruggiero was outraged and had become far more vocal
22 about the abuses she was observing. She articulated this frustration and confusion to Nelson, the
23 C.F.O., making special note of the alcohol portion of the bill. She explained that these expenses
24 were "not right" and "unethical." Nelson merely responded that he would speak with Hart.

25 24. In this same time period, Ms. Ruggiero noticed that Hart's personal bank accounts
26 were empty when she needed to access his Chase account to obtain the direct payment records
27 relating to Hart's Marriott account and to get his bank statements in response to issues relating to
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1 his divorce. Nelson asked Ms. Ruggiero how bad Hart's financial condition was given that Nelson
2 he had personally loaned money to Hart and that Hart was submitting these astronomical credit
3 card statements for reimbursement of lavish personal expenses. Ms. Ruggiero explained that Hart
4 seemed to be out of money and using Identiv as his personal bank account for a lifestyle he
5 apparently could not truly afford.

6 25. Shortly after this conversation between Nelson and Ms. Ruggiero, in around August
7 2014, Nelson suddenly received approximately \$1,000,000.00 in shares from Identiv. Ms.
8 Ruggiero then connected those shares to her prior assistance in her obtaining a \$26,000 loan from
9 Nelson for Hart because Hart needed to pay his American Express bill.

10 26. In the same time period, Ms. Ruggiero was asked to submit paper work to Identiv
11 for the purpose of converting Hart's personal Porsche Cayenne Turbo into an Identiv vehicle in
12 order to increase the amount of money Identiv paid for his vehicle, and to reduce his taxable
13 income due to issues relating to his divorce.

14 27. Identiv later had a successful "Mini IPO." That led Hart to authorize Identiv to not
15 just agree to be guests at a dinner scheduled in Las Vegas, but to also have a party of their own
16 while in Las Vegas. Again, by renting upgraded suites at the Cosmopolitan, Hart accommodated
17 Nelson, Kremlin, Leanard Stribel (Chief of Staff), Identiv Board Chairman Steve Humphries, a
18 DLA Piper attorney, Hart's friend Andre Oschadlin, Hart's girlfriend Brittani Ann, and Brittani's
19 roommate Caitlin (also an underqualified employee at Identiv.)

20 28. On this trip, Hart spent \$14,500 at a nightclub at the MGM Grand called Hakkasan,
21 approximately \$8,000 in hotel suites, and another few thousand dollars in entertainment. Again, in
22 typical Hart fashion, he submitted a \$28,959.19 expense to Identiv for reimbursement. This time,
23 however, he skipped obtaining the requisite two signatures needed for approval and signed off on it
24 himself. He then asked Ms. Ruggiero to submit the bill for reimbursement.

25 29. Also relating to this successful IPO is Hart's purchase of a \$7,500 watch for Stribel
26 as a reward for dealing with all of the investors involved in the IPO. They treated it like it was a
27 bonus, but then paid the taxes owed on the watch as income to Stribel. Additionally, Hart handed
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1 the receipt to Ms. Ruggiero, crumpled it into a ball like trash, and directed her to make the receipt
2 disappear.

3 30. Ms. Ruggiero called Nelson and unloaded her frustrations and concerns about Hart's
4 unlawful and unethical behavior. She explained that Caitlin had no business on the "business trip"
5 to Las Vegas, and that these expenses were illegal when being submitted for reimbursement and
6 treated like actual company expenses given that Identiv was a publicly traded company. Nelson
7 confirmed his agreement and understanding, and then called her back to further explain that he
8 understood her concerns.

9 31. Shortly thereafter, Nelson contact Ms. Ruggiero with concerns about why Hart was
10 taking Caitlin and Brittini to South Carolina on a trip that was allegedly for a conference. Caitlin
11 and Brittany then joined Hart on a trip from South Carolina to Washington D.C. where they visited
12 with Hart's U.S. Government contact, the U.S. Marshall.

13 32. By October 3, 2014, Hart had become frustrated and tired of Ms. Ruggiero's
14 complaints about his unlawful and unethical activities. He had heard enough from Nelson about
15 her questioning his actions and "trying to protect him." He had become exhausted by her constant
16 challenges to Hart carrying-along Brittini and Caitlyn to business trips and making Identiv pay for
17 their presence and expenses.

18 33. Hart sent an email to Ms. Ruggiero expressing these feelings, berating and
19 disrespecting her, and he also continued to ostracize her and ignore her when seeing her at work.
20 He had already taken away some of her job duties and given them to Caitlin, he had eliminated her
21 access to certain sections of the workplace, and when he spoke with her he was very nasty,
22 dismissive, evasive, and disrespectful.

23 34. Dealing with Hart's mistreatment in the workplace in reaction to her complaints, and
24 being constantly required to process bags of receipts and forced to submit fraudulent expense
25 reports, Ms. Ruggiero became ill and her body began to fail her. She was experiencing heart
26 palpitations, anxiety, moodiness, increased irritability, shortness of breather, sleeplessness, loss of
27 hair, weight gain, rashes and hives, loss of consortium, humiliation, and depression.
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1 35. Around October 21, 2014, Ms. Ruggiero requested and took a medical leave of
2 absence due to her medical condition. She was released to return to work on January 9, 2014
3 without restrictions after completing therapy sessions. When she attempted to return to work, she
4 learned that she had already been fired.

5 36. Ms. Ruggiero returned to the office for the purpose of returning to work on January
6 22, 2014. When she arrived, she saw that her entire office had been disassembled. Her monitors
7 had been removed, the files were missing, envelopes with Hart's personal receipts were gone,
8 Hart's expense reports were gone, and everything else that Ms. Ruggiero used to perform her
9 substantive job duties for Identiv was removed, and her access to Mojo's email system had been
10 denied.

11 37. Ms. Ruggiero was required to meet with Nelson in his office. She was later taken
12 into a conference room with Nelson and Stribel where they terminated her. Nelson did not provide
13 her with a reason for her termination.

14 **FIRST CAUSE OF ACTION**

15 **AGE DISCRIMINATION**

16 **(Against Identiv)**

17 38. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 37,
18 inclusive, of this Complaint as though fully set forth herein.

19 39. During the course of Plaintiff's employment, Defendants failed to prevent
20 discrimination towards Plaintiff in violation of Government Code section 12940(k). Defendants
21 committed unlawful employment practices in violation of Government Code sections 12940 et seq.
22 by failing to prevent the above-alleged acts of discrimination and retaliation and by wholly failing
23 to undertake any prompt and adequate investigation concerning Defendants' unlawful conduct, and
24 by failing to take any action in response to the unlawful conduct of Defendants.

25 40. As a proximate result of the wrongful conduct of Defendants, Plaintiff has sustained
26 substantial losses in earnings and other employment benefits in an amount according to proof. As
27 a further proximate result of the wrongful conduct of Defendants, Plaintiff has suffered and
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1 continues to suffer humiliation, embarrassment, emotional distress and mental anguish, all to her
2 damage in an amount according to proof.

3 41. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice,
4 and in the conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive
5 damages in an amount according to proof at the time of trial.

6 42. Plaintiff is entitled to costs and reasonable attorney's fees pursuant to Government
7 Code Section 12965(b).

8 **SECOND CAUSE OF ACTION**
9 **DISABILITY DISCRIMINATION**

10 **(Against Identiv)**

11 43. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 42,
12 inclusive, of this Complaint as though fully set forth herein.

13 44. During the course of Plaintiff's employment, Defendants failed to prevent disability
14 discrimination towards Plaintiff in violation of Government Code section 12940(k). Defendants
15 committed unlawful employment practices in violation of Government Code sections 12940 et seq.
16 by failing to prevent the above-alleged acts of sexual harassment and retaliation and by wholly
17 failing to undertake any prompt and adequate investigation concerning Defendants' unlawful
18 conduct, and by failing to take any action in response to the unlawful conduct of Defendants.

19 45. As a proximate result of the wrongful conduct of Defendants, Plaintiff has sustained
20 substantial losses in earnings and other employment benefits in an amount according to proof. As
21 a further proximate result of the wrongful conduct of Defendants, Plaintiff has suffered and
22 continues to suffer humiliation, embarrassment, emotional distress and mental anguish, all to
23 his/her damage in an amount according to proof.

24 46. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice,
25 and in the conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive
26 damages in an amount according to proof at the time of trial.

27 47. Plaintiff is entitled to costs and reasonable attorney's fees pursuant to Government
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1 Code Section 12965(b).

2 **THIRD CAUSE OF ACTION**

3 **RETALIATION AND HARASSMENT UNDER LABOR CODE SECTION 1102.5**

4 (Against all Defendants)

5 48. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 47,
6 inclusive, of this Complaint as though fully set forth herein.

7 49. Based on the above-alleged conduct, Defendants retaliated against Plaintiff for
8 reporting Hart's unlawful and fraudulent conduct. Identiv is a publicly traded company with duties
9 to the public and investors. Those duties include accurately reporting profits, losses, expenses,
10 investments, and other financial statements that were incorrectly reported due to Hart's conduct.

11 50. As a direct and proximate result of Defendants' conduct, including punishing her for
12 making complaints and reports about Hart's behavior, Plaintiff has suffered special damages in the
13 form of lost earnings, benefits and/or out-of-pocket expenses in an amount according to proof. As
14 a further direct and proximate result of Defendants' conduct, Plaintiff will suffer additional special
15 damages in the form of lost future earnings, benefits and/or other prospective damages in an
16 amount according to proof.

17 51. As a further proximate result of the wrongful conduct of Defendants, Plaintiff has
18 suffered and continues to suffer humiliation, lack of self-confidence, embarrassment, emotional
19 distress and mental anguish, all to her damage in an amount according to proof at the time of trial.

20 52. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice,
21 and in the conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive
22 damages in an amount according to proof. Plaintiff is entitled to costs and reasonable attorney's
23 fees pursuant to Labor Code § 1102.5.

24 **FOURTH CAUSE OF ACTION**

25 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

26 (Against all Defendants)

27 53. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 52,
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1 inclusive, of this Complaint as though fully set forth herein.

2 54. The conduct of Defendants as set forth above was so extreme and outrageous that it
3 exceeded the boundaries of a decent society and lies outside the compensation bargain. Said
4 conduct was intended to cause Plaintiff severe emotional distress, or was done in conscious
5 disregard of the probability of causing severe emotional distress. Said conduct was also in direct
6 violation of California public policy.

7 55. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
8 and continues to sustain substantial losses in earnings and other employment benefits in an amount
9 according to proof.

10 56. As a further proximate result of the wrongful conduct of Defendants, Plaintiff has
11 suffered and continues to suffer humiliation, lack of self-confidence, embarrassment, emotional
12 distress and mental anguish, all to his damage in an amount according to proof.

13 57. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice
14 and in conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive
15 damages in an amount according to proof.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants, and each of them, according to proof, as follows:

1. For general and special damages, including lost wages, in a sum in excess of the minimum jurisdictional limit of this Court, according to proof at trial;
2. For reasonable attorney's fees;
3. For costs of suit incurred herein;
4. For exemplary and punitive damages; and
5. For such other and further relief as the Court may deem just and proper.

DATED: April 2, 2015

Law Offices of John L. Burris

By: /s/ Na'il Benjamin

Na'il Benjamin/RK
NA'IL BENJAMIN
JOHN L. BURRIS
Attorneys for Plaintiff
ANA RUGGIERO

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a jury trial on the claims so triable.

DATED: April 2, 2015

Law Offices of John L. Burris

By: /s/ Na'il Benjamin

Na'il Benjamin/RK
NA'IL BENJAMIN
JOHN L. BURRIS
Attorneys for Plaintiff
ANA RUGGIERO