

TRON & TRON
LANNY M. TRON (State Bar No. 135339)
lannytron@tronlaw.com
TERRY L. TRON (State Bar No. 151151)
terrytron@tronlaw.com
1297 Flynn Road, Suite 210
Camarillo, CA 93012
Tel: (805) 388-1241
Fax: (805) 388-2091

Attorneys for Plaintiff DAVID HARADA

ELECTRONICALLY FILED
Superior Court of California
County of Ventura

06/24/2026

K. Bieker
Executive Officer and Clerk

By:  Deputy Clerk

Ashley Pekarek

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA**

DAVID HARADA, an individual,

Plaintiff,

vs.

DRISCOLL'S INC., a California
corporation; and

DOES 1 through 10, inclusive,

Defendants.

Case No.: 2026CUE068656

PLAINTIFF'S COMPLAINT FOR:

- 1. UNLAWFUL RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE SECTION 1102.5(b);**
- 2. UNLAWFUL RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE SECTION 1102.5(c); AND**
- 3. TORTIOUS TERMINATION IN VIOLATION OF PUBLIC POLICY**

DEMAND FOR JURY TRIAL

Plaintiff David Harada complains of defendants Driscoll's Inc. and DOES 1 through 10, inclusive, as follows:

NATURE OF THE ACTION

1. This lawsuit arises out of the unlawful retaliation suffered by plaintiff David Harada ("HARADA") after he disclosed that his employer, Driscoll's Inc. ("DRISCOLL'S") had knowledge that it was selling and exporting produce in violation of Federal and State laws and regulations regarding pesticides, as well as Canadian food safety laws. DRISCOLL'S response to HARADA's disclosures was to direct HARADA to focus on maintaining DRISCOLL'S

1 profitability and determining DRISCOLL'S plausible deniability for the violations of the law.
2 HARADA reasonably believed that DRISCOLL'S was directing him to violate the law at the
3 expense of the public. HARADA repeatedly urged DRISCOLL'S to acknowledge the violations
4 of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") and other laws, even going
5 so far as refusing to participate in the deliberate concealment of information. As a result,
6 HARADA's superiors disciplined him. HARADA's health, both physical and mental, suffered
7 greatly. Rather than be a part of the coverup, he was forced to resign (was constructively
8 terminated) on October 1, 2026, after being subjected to months of intolerable working
9 conditions.

10 2. As a result of DRISCOLL'S violations of California's labor laws, it is liable for
11 the harms and losses that HARADA has suffered, including his economic losses, non-economic
12 losses, prejudgment interest, costs of suit and reasonable attorneys' fees.

13 3. Venue is proper in the Superior Court of California for the County of Ventura
14 because the unlawful acts and practices committed by the defendants occurred in the County of
15 Ventura.

16 4. With respect to each allegation contained herein that is alleged on HARADA's
17 information and belief, said allegations are likely to have additional evidentiary support after
18 HARADA is given a reasonable opportunity for further investigation and discovery.

19 **PARTIES**

20 5. Plaintiff HARADA was, at all times relevant herein, a resident of the City of
21 Camarillo, County of Ventura, State of California.

22 6. At all times relevant herein, defendant DRISCOLL'S was a California
23 corporation, duly organized and existing under and by virtue of the laws of the State of
24 California with the capacity to sue and be sued. DRISCOLL'S is, and was doing business, with a
25 principal place of business located at 345 Westridge Drive, Watsonville, California 95076.

26 7. Defendant DRISCOLL'S was responsible for the hiring, training, and
27 supervising of the conduct, policies and practices of its employees and agents.
28

1 8. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
2 herein, DRISCOLL'S employed more than 50 employees for each working day during each of
3 20 or more calendar weeks in each calendar year relevant hereto.

4 9. At all relevant times, HARADA was an employee covered by the California
5 *Labor Code* and DRISCOLL'S was an employer covered by California *Labor Code*.

6 10. Plaintiff is informed and believes and thereon alleges that, at all times relevant
7 herein, Sandor Nagy is, and was, DRISCOLL'S Chief Operating Officer and one of Plaintiff's
8 supervisors. Plaintiff is further informed and believes and thereon alleges, at all times relevant
9 herein, that Sandor Nagy was employed by, and an agent of, DRISCOLL'S in an executive
10 managerial position and he regularly exercised direct and/or indirect control over Plaintiff's
11 working conditions.

12 11. Plaintiff is informed and believes and thereon alleges that, at all times relevant
13 herein, Baruch Macias Camarena is, and was, DRISCOLL'S Technical Director of Food Safety
14 and Social Compliance and one of Plaintiff's supervisors. Plaintiff is further informed and
15 believes and thereon alleges, at all times relevant herein, that Baruch Macias Camarena was
16 employed by, and an agent of DRISCOLL'S in an executive managerial position and he
17 regularly exercised direct and/or indirect control over Plaintiff's working conditions.

18 12. Plaintiff is informed and believes and thereon alleges that, at all times relevant
19 herein, William Brodegard is, and was, DRISCOLL'S Vice President of Food Safety and one of
20 Plaintiff's supervisors. Plaintiff is further informed and believes and thereon alleges, at all times
21 relevant herein, that William Brodegard was employed by, and an agent of DRISCOLL'S in an
22 executive managerial position and he regularly exercised direct and/or indirect control over
23 Plaintiff's working conditions. Plaintiff is informed and believes and thereon alleges that
24 William Brodegard left the employment of DRISCOLL'S in May of 2025.

25 13. Plaintiff is informed and believes and thereon alleges that, at all times relevant
26 herein, Becky Unwer is, and was, DRISCOLL'S Vice President of Food Safety and one of
27 Plaintiff's supervisors. Plaintiff is further informed and believes and thereon alleges, at all times
28 relevant herein, that Becky Unwer was employed by, and an agent of, DRISCOLL'S in an

1 executive managerial position and she regularly exercised direct and/or indirect control over
2 Plaintiff's working conditions. Plaintiff is informed and believes and thereon alleges that Becky
3 Unwer replaced William Brodegard after he left DRISCOLL'S in May of 2025.

4 14. When reference in this Complaint is made to any act of any individual defendant,
5 such allegation shall be deemed to mean that such defendant is and was acting (a) as a principal,
6 (b) under express or implied agency, and/or (c) with actual or ostensible authority to perform the
7 acts so alleged on behalf of every other defendant herein.

8 15. Whenever in this complaint reference is made to any act of defendants, such
9 allegation shall be deemed to mean the act of each defendant acting individually and jointly with
10 the other defendants named in that cause of action.

11 16. Plaintiff is informed and believes, and based thereon alleges, that at all relevant
12 times, each of the defendants, whether named or fictitiously named as DOE, was the agent
13 and/or employee of each of the Defendants and, in doing the things hereinafter alleged, was
14 acting within the course and scope of such agency and/or employment with the knowledge,
15 advice, permission and consent of each other.

16 17. At all relevant times, each of the Defendants was an agent, co-conspirator, joint
17 tortfeasor, joint venturer, independent contractor, and/or alter ego of each of the other
18 Defendants. In doing the things alleged herein, each of the Defendants was acting within the
19 course and scope of such agency, conspiracy, contract, and/or joint venture, with the direction,
20 advance knowledge, authorization, acquiescence, and/or subsequent ratification of each and
21 every remaining defendant. Each defendant had the knowledge of and agreed to the objective
22 and course of action hereinafter alleged, and each defendant conspired with and aided and
23 abetted each other defendant in achieving that objective and pursuing that course of action.
24 Plaintiff is informed and believes and thereon alleges that each fictitiously named defendant was
25 responsible in some way for the matters alleged herein and proximately caused the damages of
26 which Plaintiff and members of the public complain herein.

27 18. On information and belief, at all times relevant herein, each of the defendants was
28 the agent, employee, or authorized representative of each of the other defendants and was acting

1 within the course and scope of such agency or employment or other relationship and with the
2 consent and permission of the remaining defendants, who ratified and adopted all such actions.
3 Each defendant, when acting as a principal, was negligent in the selection and hiring of each
4 other defendant as agent or employee.

5 19. At all material times relevant to the facts alleged herein, defendants, and each of
6 them, including defendant DOES 1 through 10, and each of them caused and are responsible for
7 the unlawful conduct and resulting damages by, *inter alia*, personally participating in the
8 conduct, or acting jointly and in concert with others who did so; by authorizing, acquiescing or
9 failing to take action to prevent the unlawful conduct; and by ratifying the unlawful conduct that
10 occurred by agents under their direction and control.

11 20. The true names and capacities of and DOES 1 through 10, inclusive, are unknown
12 to Plaintiff who therefore sues such defendants by fictitious names. Plaintiff is informed,
13 believes, and thereon alleges that, on the basis of that information and belief, each of those
14 defendants were in some manner legally responsible for the events and happenings alleged in
15 this complaint and for Plaintiff's injuries and damages. Plaintiff will seek leave to amend this
16 Complaint to set forth the true names and capacities of such defendants when their true names
17 and capacities have been ascertained.

18 INTRODUCTORY ALLEGATIONS

19 21. HARADA started his employment with DRISCOLL'S in September of 2022 as a
20 Pest Control Advisor/Agronomist. After less than six months, in January of 2023, he became a
21 full-time Agronomist for Pest and Disease. He was promoted to Manager of Food Safety and
22 Regulatory Compliance U.S. and Canada on March 1, 2024. A year later, on March 1, 2025, he
23 received a merit increase and increase in the percentage of his profit-sharing.

24 22. HARADA's duties included monitoring pesticide usage on DRISCOLL'S crops by
25 ensuring its compliance with national and international pesticide regulations. Pesticide regulations
26 set the maximum amount of pesticide residue that can remain on harvested crops to be considered
27 toxicologically acceptable. These limits are called "tolerances" or "maximum residue limits"
28 (MRL). In order to ensure that pesticide residues will not exceed the tolerances or MRLs,

1 pesticide labels provide explicit information as to the minimum time that must pass between the
2 last pesticide application and the time a crop can be harvested or pre-harvest interval or (PHI).
3 Pesticide labels will specify the PHI for each crop and pesticide combination. Complying with a
4 PHI is a legal requirement, pursuant to FIFRA and the California Food and Agriculture Code.
5 Using a pesticide in a manner inconsistent with the label is a violation of FIFRA. FIFRA also
6 provides that the “knowing” violation of any provision of FIFRA is subject to criminal penalties.

7 23. Canada has its own regulatory standards of MRLs for imported harvested crops in
8 its Food and Drugs Act. DRISCOLL’S was required to adhere to those regulations. Canada’s
9 Food and Drugs Act requires that food sold in Canada be safe and complies with all federal
10 legislation, including Safe Food for Canadians Regulations.

11 24. DRISCOLL’S uses a Food Safety and Compliance Tracking System (FACTS) to
12 monitor pesticide usage. In short, FACTS provided information on pesticide usage by comparing
13 the last date of a pesticide’s application against the PHI for that pesticide to determine if
14 DRISCOLL’S harvested products met the regulations for tolerances or MRLs.

15 25. In 2022, DRISCOLL’S removed the Canadian pesticide restriction rules in FACTS
16 as to PHIs and MRLs for exports to Canada. This action was taken at the direction of
17 DRISCOLL’S Vice President of Food Safety, William Brodegard. Thereafter, DRISCOLL’S
18 exports (and sales) to Canada soared. Not only were safeguards removed but no previous data
19 was available. By DRISCOLL’S own estimates, approximately more than fifty percent of all
20 shipments to Canada from 2022 to 2024 had fruit that exceeded Canadian MRLs. In total, this
21 equated to nearly \$100,000,000 of possibly tainted shipments to Canada. HARADA did not
22 become aware of the removal of the Canadian pesticide restriction rules in FACTS until years
23 later in the spring of 2024. Upon HARADA’s discovery of this information, he became concerned
24 that this complete lack of any form of regulatory compliance allowed for the free flow of
25 potentially harmful products from DRISCOLL’S into Canada.

26 26. On October 5, 2022, DRISCOLL’S received its second notice from the Canadian
27 Food Inspection Agency (CFIA) in three months as to the excessive amount of Bifenthrin –
28 higher than allowed tolerance level -- on DRISCOLL’S produce being imported into Canada.

1 27. On October 28, 2022, HARADA first disclosed his concerns that two of
2 DRISCOLL'S growers were violating pesticide label limits to his superiors. HARADA emailed
3 DRISCOLL'S Oxnard District Manager (Moises Hurtado); Agronomy Lead (Sarah Wool); Senior
4 Agronomist (Felix Zorita); and Raspberry Production Manager (Alberto Martinez). In the email,
5 HARADA expressed his fears that certain growers may have applied pesticides over their yearly
6 limits and, in doing so, would have violated pesticide label limits.

7 28. Just days later, on October 31, 2022, DRISCOLL'S Senior Agronomist responded
8 to HARADA's email with genuine concern:

9 "...Please read David Harada's (Our Agronomy extension and PCA) email
10 below. We don't want to draw any early conclusions, but if the over limits are
11 confirmed this is something that needs to be addressed. Please help."

12 29. Thereafter, HARADA was able to confirm that an additional two DRISCOLL'S
13 growers had violated pesticide label limits. In an email to his superiors on November 8, 2022,
14 HARADA advised them of his findings and expressed his fears that others may have also violated
15 pesticide label limits.

16 30. On November 9, 2022, DRISCOLL'S Southern California Food Safety and
17 Compliance Manager, Vladimir Guardado, replied to Harada's email and acknowledged that
18 DRISCOLL'S growers were violating the law:

19 "According to the information, **there is evidence that growers (ranches in**
20 **question) did not following recommendations of the labels, which is the law,**
21 mainly in regards to follow recommendations to avoid antiresistance of the pests
22 that they are pretending to control, which is every time more and more critical in
23 the District of Oxnard." (emphasis added)

24 31. HARADA continued his investigation of DRISCOLL'S growers to determine the
25 number and scope of growers who were violating pesticide label limits. On November 18, 2022,
26 HARADA sent an email to his superiors that listed four additional DRISCOLL'S growers that
27 had violated pesticide label laws. His email bore the subject line: "*Over Label Limit Ranches and*
28 *Product Use Reports*"

1 32. After HARADA made his disclosures as to the violations of pesticide label law, he
2 was asked by a DRISCOLL'S director if DRISCOLL'S had plausible deniability as to the
3 violations so as to avoid liability. In or about November of 2022, HARADA had a call with
4 DRISCOLL'S Director of Agronomy/Nursery, Brian Hostert, regarding HARADA's disclosures.
5 Hostert asked HARADA if DRISCOLL'S had plausible deniability regarding their growers'
6 application of pesticides over label limits so that DRISCOLL'S could avoid liability. HARADA
7 was surprised by Hostert's request because DRISCOLL'S would be hard-pressed to deny the
8 violations as it had documents in its possession evidencing the violations. Moreover, HARADA
9 was alarmed that Hostert seemed more focused on protecting DRISCOLL'S and its profits rather
10 than alerting the public to the possible toxicity of the produce it was selling.

11 33. HARADA, thereafter, began a deeper dive into analyzing DRISCOLL'S growers
12 as to their possible pesticide label violations (over label limits application). DRISCOLL'S was
13 holding meetings with its Director and Managers within the Oxnard Region as to this issue.

14 34. On January 6, 2023, HARADA had an email exchange with a DRISCOLL'S
15 grower regarding their applications of pesticides.

16 35. On February 14, 2023, HARADA met with DRISCOLL'S Food Safety and
17 Compliance Group and its Agronomy Group to express his concerns as to the number of its
18 growers that were violating pesticide label laws. In attendance at the meeting were DRISCOLL'S
19 Acting Manager of Food Safety, Martin Martinez, as well as DRISCOLL'S Director of
20 Agronomy/Nursery, Brian Hostert, and DRISCOLL'S Agronomist, Sarah Wool. After the
21 meeting, HARADA emailed Wool to further share his concerns that a good majority of
22 DRISCOLL'S growers within California should be checked for pesticide label violations.

23 36. While HARADA was analyzing the issues of the pesticide label violations, on
24 March 30, 2023, he attended DRISCOLL'S initial Nursery Summit. At the Summit, concerns
25 arose suggesting that there were poor scouting techniques and potential contamination at the
26 nurseries.

27 37. On or about June 12, 2023, HARADA and DRISCOLL'S acting manager of Food
28 Safety and compliance, Martinez, prepared a PowerPoint presentation as to the number of

1 DRISCOLL'S growers that were violating pesticide label laws and the adverse effects such
2 actions were for DRISCOLL'S. As set out in the PowerPoint presentation, DRISCOLL'S was
3 aware of at least 27 incidences of growers using pesticides over the limits. Furthermore, as part of
4 the presentation, DRISCOLL'S was provided with information as to the adverse consequences of
5 its growers' violations of pesticide laws which included fines and reputational damage to
6 DRISCOLL'S.

7 38. On June 29, 2023, HARADA attended DRISCOLL'S Strawberry Preplant meeting
8 in which it was disclosed that certain strawberry varieties were contaminated with soil-based
9 pathogens. DRISCOLL'S proposed solution was to remove symptomatic plants and create a five
10 foot buffer around the plant for monitoring purposes. HARADA questioned the effectiveness of
11 the proposed solution as it did not take into account the existence of asymptomatic plants that
12 share the same soil base.

13 39. On or about July 19, 2023, DRISCOLL'S held a meeting during which a
14 presentation, prepared by HARADA, was made as to the Food Safety Over Limits. In attendance
15 at the meeting were, among others, DRISCOLL'S Vice President of Production, Nishan
16 Moutafian, Brodegard, and Hostert. Hostert had previously asked HARADA, just months earlier,
17 if Driscoll's had plausible deniability of the pesticide violations. During the meeting HARADA
18 was requested to work on fixing all the issues with DRISCOLL'S growers who had violated
19 pesticide label laws. HARADA felt that he was being set up to be the scapegoat for these issues
20 and that he was being retaliated against for his disclosures. HARADA believed that in order to fix
21 all the issues with DRISCOLL'S growers, his superiors should make the public aware of the
22 violations of law and the potential harms resulting therefrom. HARADA began to suffer
23 physically and mentally as he suffered severe anxiety and emotional distress.

24 40. On August 30, 2023, DRISCOLL'S risk analysis personnel and a third-party
25 product quality company, RQA, Inc., met with HARADA and others regarding HARADA'S
26 disclosures of DRISCOLL'S growers who were violating pesticide label limits and the analysis of
27 pesticides application frequency in all the berries. HARADA provided them with all the
28

1 information he had and advised them that the scope and breadth of the violations may be much
2 greater.

3 41. On October 4-5, 2023, HARADA participated in a nursery visit with
4 DRISCOLL'S growers in Northern California. During the visit, HARADA and others were
5 advised that strawberry plants that were contaminated with soil-based pathogens would be
6 removed and a five-foot buffer created around the affected area for monitoring. When HARADA
7 asked if the five-foot barrier was enough to ensure clean plant stock, DRISCOLL'S Director of
8 Agronomy for Nursery, Robert Holscher, retorted in a confrontational tone: "What would you do
9 then David?" Needless to say, HARADA was startled by Holscher's aggressive tone.

10 42. On October 4-5, 2023, DRISCOLL'S was provided with a report from a third-
11 party product quality company, RQA, Inc., as to its analysis of the pesticides' application
12 frequency of DRISCOLL'S growers. The RQA, Inc. report confirmed HARADA's disclosures
13 and found a significant number of pesticide applications that were over label limits by
14 DRISCOLL'S growers.

15 43. During the first half of 2024, DRISCOLL'S received several reports from its
16 Canadian buyers and the CFIA that consumers were suffering illnesses from DRISCOLL'S
17 produce.

18 44. In late March of 2024, DRISCOLL'S was advised by Sysco Corporation, a
19 multinational food distributor, that it had been flagged twice by CFIA for DRISCOLL'S produce
20 that had an excessive amount of pesticides. Sysco Corporation sent a notice to DRISCOLL'S
21 which stated "As a manufacturer/supplier of the food, it is your responsibility to ensure that the
22 products you supply to Sysco Canada meet Safe Food for Canadians Regulations. Sysco does not
23 modify or transform your product and therefore, your firm remains responsible for ensuring the
24 food safety and SFCR requirements are met for your Canadian labelling requirements, and
25 preventive controls."

26 45. On April 9, 2024, HARADA had conversations with DRISCOLL'S Food Safety
27 and Compliance Specialist, Gustavo Torres, regarding DRISCOLL'S prior attempts at the
28 creation of an appropriate system to show the true degradation rate for pesticides to be used in

1 DRISCOLL'S FACTS regulatory system. A degradation rate shows how quickly a pesticide
2 breaks down on produce so that the pesticide level is within regulatory limits.

3 46. On April 11, 2024, HARADA provided a write-up deeming why the degradation
4 curve of the chemical Captan was inaccurate and should not be used for exported produce to
5 Canada. The write-up brought into question all degradation rate studies and determinations for
6 DRISCOLL'S FACTS system.

7 47. From May 15-27, 2024, DRISCOLL'S exchanged emails with the CFIA that there
8 was a strong smell coming from DRISCOLL'S strawberries and that a consumer felt dizzy and
9 had headaches after consuming.

10 48. On May 30-31, 2024, HARADA exchanged emails with DRISCOLL'S Vice
11 President of Sales for Canada, Casey Rose, and its Director of Canada sales, Michael DeSimone,
12 about changes to be made to the PHIs and MRLs for 2 chemicals in FACTS "that may adversely
13 affect Sales." Rose responded that he was concerned about the impact on DRISCOLL'S Canadian
14 sales: "Thank you for your email David. I am concerned this will greatly affect our plans with
15 Canadian Business, especially in a peak time period."

16 49. On August 14 and 21, 2024, DRISCOLL'S received other notices from the CFIA
17 that there was an excessive amount of Bifenthrin and Captan on DRISCOLL'S strawberries being
18 imported into Canada. Plaintiff is informed and believes and thereon alleges that these issues
19 arose because of the removal of the safeguards in place to ensure MRL compliance which had
20 occurred in 2022.

21 50. On September 4, 2024, HARADA had an in-person meeting with DRISCOLL'S
22 Vice President of Human Resources, Tom O'Brien. During the meeting, HARADA brought up
23 his concerns regarding MRL over tolerances, erasure of MRL/PHI data by Brodegard, reduction
24 of liability by DRISCOLL'S Food Safety Group, and the over application of pesticides by
25 DRISCOLL'S growers. O'Brien responded that his team had concerns about Brodegard and
26 Brodegard's response to a recent razor blade in a blueberry clamshell incident which Brodegard
27 deemed as "Not a Food Safety Risk".
28

1 51. On September 17, 2024, HARADA and others received DRISCOLL'S newest
2 Audit Compliance manual which contained a significant reduction in the number of standard
3 operating procedures for Food Safety guidelines.

4 52. In December of 2024, a temperature probe was found in the packaging of
5 DRISCOLL'S blueberries used for temperature monitoring shipments from Peru to Canada. The
6 temperature probe was mistaken for a bomb, and the bomb squad was called to the location in
7 Canada. HARADA was directed to respond to this issue despite not being responsible for that
8 region or temperature probe removal.

9 53. On December 5, 2024, HARADA had a conversation with DRISCOLL'S Vice
10 President, Ryan Commons, to outline all of HARADA's concerns, including; (a) the Food Safety
11 group trying to remove liability from DRISCOLL'S by removing internal audits and placing all
12 responsibility on the grower, (b) Nursery contamination issues in the United States and Mexico;
13 (c) MRLs/PHIs levels for Canadian imports being erased which allowed for the free flow of
14 potentially toxic and illegal produce into Canada, and (d) the over application of pesticides
15 beyond the legal limit in California.

16 54. On December 5, 2024, DRISCOLL'S received its fourth notice from the CFIA of
17 an excessive amount of the pesticide Bifenthrin on DRISCOLL'S produce imported into Canada.

18 55. On February 20, 2025, HARADA notified Ryan of the physical and mental
19 distress he was suffering as a result of his disclosures of DRISCOLL'S knowledge of, and
20 involvement in, potential food safety liability issues and DRISCOLL'S inactions thereto. Ryan
21 responded to HARADA's email with a phone call to HARADA asking him to reach out to the
22 internal audit group as they were to begin an investigation into the Food Safety Department.

23 56. On February 20, 2025, HARADA sent an email to Brodegard regarding the need to
24 reinstate MRLs/PHIs standards for exports to Canada. In a subsequent meeting, Brodegard stated
25 he would like to avoid changes to the MRLs/PHIs standards for Canada exports in order to ensure
26 that there were no disruptions in DRISCOLL'S supply chain and sales.

27 57. In late February of 2025, HARADA met with DRISCOLL'S David Wilkinson,
28 Vice President of Internal Audit, about HARADA's disclosures. Wilkinson considered HARADA

1 a whistleblower and offered him protection should he experience any retaliation for working with
2 the Internal Audit group.

3 58. On March 4, 2025, DRISCOLL'S Internal Audit group requested documents from
4 Brodegard regarding various topics regarding Food Safety and MRLs. Brodegard referred over
5 half of the document requests regarding MRLs to HARADA, rather than respond to them himself.

6 59. In March and April of 2025, HARADA had in person meetings with
7 DRISCOLL'S Internal Audit group members to discuss the issues regarding excessive amounts of
8 pesticides on DRISCOLL'S produce and potential food safety issues. During one of the meetings,
9 it was revealed that approximately more than fifty percent of all shipments to Canada from 2022
10 to 2024 had fruit that exceeded Canadian MRLs. As such, nearly \$100,000,000 of potentially
11 tainted shipments from DRISCOLL'S were sent to Canada.

12 60. On April 1, 2025, HARADA was advised that the Food Safety Group no longer
13 did Internal Audits of DRISCOLL'S growers.

14 61. On April 2nd and 4th 2025, DRISCOLL'S received two separate FDA notices of
15 sickness from eating DRISCOLL'S produce.

16 62. On April 8, 2025, Brodegard sent a Food Safety group memorandum to
17 DRISCOLL'S Chief Operating Officer Sandor Nagy and DRISCOLL'S President of the
18 Americas, Dan Mathieson. HARADA also received the Memorandum and noted two key areas of
19 concern. First, the audit portion of the Memorandum did not include DRISCOLL'S internal
20 audits. Second, there was a discrepancy in information for the incidents of pesticide over-
21 tolerances (excessive amounts of pesticides) between the data from the Internal Audit group and
22 that from the Food Safety Group.

23 63. On April 13, 2025, HARADA emailed Wilkinson and DRISCOLL'S Senior Vice
24 President Commons about his concerns of retaliation and hostile behavior towards him due to his
25 disclosures as a whistleblower. On April 14, 2025, Wilkinson and Commons both responded, via
26 email, confirming that HARADA had protections from retaliation.

27 64. By early April of 2025, DRISCOLL'S started to receive notice that its strawberries
28 exported to Canada had excessive levels of pesticide residue that were causing illness to

1 consumers. On April 7, 2025, Sysco Corporation informed DRISCOLL'S that the CFIA had
2 notified them there was non-conforming levels of pesticide on DRISCOLL'S exported
3 strawberries. Brodegard's response to Sysco Corporation was to assert that DRISCOLL'S was
4 amending its PHI information in FACTS to address future potential problems. Brodegard did not
5 disclose to Sysco Corporation that he had removed the Canadian pesticide restriction rules in
6 FACTS years earlier, which was the likely cause of the problems.

7 65. On April 18, 2025, HARADA participated in a Teams Meeting with DRISCOLL'S
8 Internal Audit group to discuss Brodegard's responses to them. It was determined that
9 Brodegard's responses were not credible and that the final total number of trays of over tolerant
10 fruit that DRISCOLL'S had sent to Canada equaled 3,374,451 trays from 2022-2024.

11 66. By May and June of 2025, DRISCOLL'S was notified that Canadian consumers
12 were getting ill after consuming their strawberries and that the strawberries had a "Chemical
13 taste" or "nail polish taste" and "smelled bad".

14 67. On May 6, 2025, HARADA emailed his superiors that he would not sign the
15 Panera Food Addendum and Expectation Manual which included a guarantee that DRISCOLL'S
16 had met all written regulations. HARADA knew that DRISCOLL'S had not met all written
17 regulations as he had raised issues regarding MRL over tolerances, removal of MRL/PHI Data,
18 and likely violations of Federal law (Federal Insecticide, Fungicide, and Rodenticide Act) and
19 State Law (California Food and Agriculture Code)

20 68. On May 6, 2025, DRISCOLL'S board of directors' member Neil DeFeo retired
21 from its board. Shortly thereafter, DRISCOLL'S internal audit regarding the MRL over tolerance
22 issues raised by HARADA was completed.

23 69. On May 6, 2025, HARADA sent an email to Brodegard regarding DRISCOLL'S
24 exporting of potentially toxic produce to Canada. HARADA reiterated his worries that because of
25 Brodegard's decision to erase MRL/PHI data from FACTS, products had been, and were being,
26 shipped to Canada and, as a consequence, "Driscoll's Inc. has exposed many people to these toxic
27 products and has intentionally failed to tell them about".
28

1 70. On May 6, 2025, Brodegard replied to HARADA's email by requesting answers to
2 four questions. Brodegard's questions and HARADA's answers are as follows:

- 3 "1. Are you aware of an instance where Driscoll's has shipped product that
4 does not follow the label directions? For instance, if the label states the
5 PHI for a specific chemical is 5 days to ship to Canada, and Driscoll's has
6 approved for shipment prior to 5 days?

7 While Driscoll's has followed label directions per the United States for
8 Pre-Harvest Intervals there has been evidence of over application of
9 chemicals beyond label limits. Regarding product labels for
10 production, in countries such as the United States and Mexico, these
11 products do not have instructions for Pre-Harvest Intervals for
12 shipments to Canada. Additionally, I am aware that Driscoll's Inc. was
13 either on notice or should have been on notice of an over tolerance of
14 pesticides and over application. This was evident from the
15 notifications per the CFIA over tolerances reported from our
16 customers and prior information I brought forth in 2023 regarding the
17 over applications. Moreover, Driscoll's Inc. has the ability to
18 determine over applications and when products should be in
19 compliance per the FACTS system, however the values were erased at
20 your discretion in 2022.

- 21 2. The Canadian Pest Management Regulatory Agency states that An MRL
22 exceedance does not automatically indicate risk issues. Are you aware of
23 an instance where fruit containing toxic levels of chemicals was
24 knowingly shipped to Canada?

25 I am aware that Driscoll's Inc. was aware or should have been aware
26 that it is taking a very serious risk by not vigilantly measuring MRL
27 levels. My concern is that Driscoll's Inc. is taking a lackadaisical
28 approach to MRL exceedance. Also, the fact that the CPMRA states
29 that an MRL exceedance does not automatically indicate risk issues,
30 does not mean that all MRL exceedances are without risk. I believe
31 that it is a [sic] dangerous for Driscoll's Inc. to take the position that
32 because an MRL exceedance may not prove toxic that all MRL
33 exceedances are safe. As for your question of whether I am aware of
34 an instance where fruit containing toxic levels of chemicals was
35 knowingly shipped to Canada, I cannot answer that because of your
36 decision to erase MRL/PHI Data which caused product to be shipped
37 regardless of MRL values.

3. Are you aware of an instance where Driscoll's knew about an MRL exceedance, and should have reported to an agency, but did not report?

It is impossible for me to answer your question about Driscoll's knowledge about an MRL exceedance that was not reported because of your decision to erase MRL/PHI Data in FACTS. Without this data, it is impossible to track which shipments exceed the Maximum Residue Limits.

4. Are you aware of a method of reporting an MRL exceedance?

Yes, you can contact either the CPMRA or CFIA and ask how we can report an MRL exceedance.”

71. From May 9-13, 2025, food safety complaints regarding DRISCOLL’S products began to increase.

72. On May 14, 2025, DRISCOLL’S announced that Brodegard was no longer with the company.

73. On May 15, 2025, HARADA met with DRISCOLL’S Chief Operating Officer, Sandor Nagy, to discuss food safety issues. During the meeting, HARADA told Nagy that he had advised his superiors for months about DRISCOLL'S knowledge of the overapplication of pesticides and its failure to remedy the problem. HARADA also told Nagy that he was unwilling to take part in any efforts by DRISCOLL’S to conceal these issues unless and until DRISCOLL’S publicly disclosed its knowledge of the overapplication of pesticides on its products and that it issued a recall of the produce. The next day, on May 16, 2025, HARADA emailed Nagy and reiterated his decision not to assist in any further efforts by DRISCOLL’S to coverup the issues as he had already been asked about ways to minimize the exposure to DRISCOLL'S and he had seen correspondence from DRISCOLL'S laying blame at the feet of its growers.

74. On May 27, 2025, DRISCOLL’S disseminated a company-wide email informing its employees that it was “updating the MRL (Maximum Residue Limits) and PHI (Pre-Harvest Interval) protocols in the FACTS system, specifically for all berries being exported to the Canadian marketplace.” DRISCOLL’S did not inform its employees that the MRLs and PHIs protocols in the FACTS system for exports to Canada had been erased years ago.

1 75. Then less than two weeks after meeting with Nagy, on May 28, 2025, HARADA
2 emailed Nagy to advise him that the toxicity issues of DRISCOLL'S berries shipped to Canada
3 were beginning to surface as evidenced by a complaint from Costco Canada of strawberries that
4 tasted like chemicals/bad.

5 76. On May 28, 2025, DRISCOLL'S Vice President of Sales for Canada, Rose,
6 continued to be preoccupied with maintaining business rather than addressing the
7 overapplication of pesticide problems. In a May 28, 2025, email Rose wrote to others at:

8 "Canada eligible fruit continues to haunt me and enter my
9 nightmares... While I do appreciate the consistent review of MRL's
10 and degradation curves, is this really and has it been a problem for us
11 at current levels?"

12 77. On June 4, 2025, DRISCOLL'S was advised by Costco Canada that 10 of its
13 warehouses had received complaints that DRISCOLL'S berries had a *Chemical taste/ smells bad*
14 /*nail polish taste*. Costco Canada stated, "This is a major concern for us, because of the nature of
15 the comments of chemical taste." In an email regarding this complaint, DRISCOLL'S Director
16 of Canada sales, DeSimone, wrote: "This seems like an overreaction to be throwing away entire
17 pallets of product over one consumer complaint about flavor profile, but I want to do our due
18 diligence here."

19 78. On June 5, 2025, DRISCOLL'S Technical Director of Food Safety & Social
20 Compliance, Baruch Macias, delivered a presentation titled "Canadian Shipments & Changes to
21 MRL/PHI Data." In the presentation DRISCOLL'S misleadingly represented that it had to
22 reestablish MRL/PHI values based on Canadian regulations because it had not been doing so for
23 the past *18 months or so*. Yet, in actuality DRISCOLL'S had not been maintaining MRL/PHI
24 values for Canadian exports for several years.

25 79. On June 23, 2025, DRISCOLL'S received another complaint of its berries having
26 a *chemical taste* from the CFIA from another Canadian consumer.

27 80. After months of meeting and communicating with DRISCOLL'S upper
28 management about his disclosures of food safety issues, especially DRISCOLL'S growers who

1 were violating pesticide label laws, HARADA began to be ostracized by his co-workers and his
2 duties began being diminished. As a consequence, he started suffering greatly, both physically
3 and mentally, and for which he sought medical treatment.

4 81. On June 26, 2025, he sought out the services of a psychiatrist for issues pertaining
5 to Anxiety, Depression, Sleep issues, and mental distress as a result of his workplace. In May of
6 2025, HARADA had been prescribed medications to treat his insomnia, depression and anxiety.
7 He had been diagnosed with Situational Anxiety. He continues being treated by a psychiatrist and
8 therapist for his mental anguish and psychological distress.

9 82. On August 21, 2025, HARADA was reprimanded by his supervisor for failing to
10 perform his duties. The supervisor was aware of HARADA disclosures that DRISCOLL'S is
11 violating federal and state law. HARADA considered the reprimand to be a retaliatory act.

12 83. On August 26, 2025, HARADA was excluded from the interview process for a
13 new hire despite having taken part in other prior panel interviews.

14 84. On September 3, 2025, HARADA met with Becky Unwer, DRISCOLL'S new
15 Vice President of Food Safety to disclose all issues with the department, illegal actions by the
16 company, and urgency to disclose.

17 85. On September 4, 2025, HARADA is asked by his supervisors to provide an action
18 plan that DRISCOLL'S can share with Sysco Corporation as the export of DRISCOLL'S produce
19 to Canada to meet the required MRL/PHI values. On that same day, HARADA emailed his
20 response contending that an action plan was not possible without DRISCOLL'S being transparent
21 about the removal of MRL/PHI values that occurred in 2022. HARADA further added that he
22 remained "very concerned that Driscoll's failure to disclose its knowledge of its growers using a
23 pesticide in a manner inconsistent with the label is a violation of FIFRA." He added that his
24 "concern also extends to Driscoll's failure to disclose its knowledge that food being sold in
25 Canada is safe and complies with all federal legislation, including Safe Food for Canadians
26 Regulations." On September 8, 2025, HARADA received a response from his supervisor which
27 contained untruths as to the investigation of the underlying issue raised by Sysco Corporation and
28 the reinstatement of the PHI for Bifenthrin.

1 86. In September of 2025, HARADA continued to press his supervisors to disclose to
2 the public DRISCOLL’S knowledge of the pesticide label violations. He also reiterated his
3 concern with DRISCOLL’S concealment of such violations and HARADA’s opposition to it as
4 he did not want to be seen as being complicit in such unlawful conduct.

5 87. On September 10, 2025, DRISCOLL’S COO, Nagy, emailed HARADA and
6 reprimanded him by stating: “Your decision to be "absent from matters of MRL compliance" and
7 failure to attend and contribute to key decisions at MRL Compliance Project meetings is
8 unacceptable.”

9 88. On September 11, 2025, HARADA emailed his response to Nagy:

10 “Sandor:

11 As the Food Safety and Regulatory Compliance Manager, I am tasked with
12 ensuring that Driscoll's fulfills its obligations under international, federal
13 and state regulations including FIFRA and Safe Food for Canadians. As
14 you pointed out, I am responsible for ensuring Driscoll's MRL compliance
15 now and in the future. As I have told you, Driscoll's is aware of its
16 violations of FIFRA and Safe Food for Canadians regulations, yet
17 Driscoll's continues to conceal them. I am to understand that you are
18 requiring my participation in the MRL Compliance Project meetings
19 knowing that Driscoll's has violated the law such that I would be complicit
20 in this cover-up.

21 Regards,

22 David Harada

23 Food Safety and Regulatory Compliance Manager (US & Canada)”

24 89. From September 13 - 16, 2025, emails are exchanged between HARADA and his
25 superiors, including Nagy, regarding the cover-up of the toxic produce shipments, overtolerances,
26 and DRISCOLL’S requirement that HARADA continue to work despite knowing the legal
27 violations and not disclosing them.

28 90. On September 29, 2025, HARADA is placed on a performance improvement plan
for a variety of workplace issues all stemming from his disclosures of DRISCOLL’S violations of
federal and state law. The performance improvement plan stated “Failure to meet the expectations

1 above, including any further refusal to perform assigned work without a Legal Affairs hold, may
2 result in additional corrective action up to and including termination.”

3 91. The cumulative effect of the written reprimands, isolation from coworkers, threats
4 of termination, performance improvement plan, and demands that HARADA participate in
5 conduct he reasonably believed violated federal and state law created working conditions so
6 intolerable that a reasonable employee would have felt compelled to resign, and he did so on
7 October 1, 2025.

8 92. Defendants callously constructively terminated HARADA on October 1, 2025, in
9 conscious disregard of his rights as an employee who opposed Defendants’ violations of federal
10 and state law. Defendants were aware of their obligations as the employer of an employee under
11 California’s anti-retaliation laws, yet they forced HARADA to resign anyway.

12 93. The actions and inactions of Defendants violated California’s anti-retaliation
13 laws. Defendants knew, or should have known, their wrongful and oppressive conduct would
14 cause injury to HARADA. Defendants could have readily remedied their actions, but they
15 refused, and failed, to do so. Defendants were aware of HARADA’s disclosures, and
16 unjustifiably constructively terminated him. Rather than act in good faith, Defendants heartlessly
17 allowed a dedicated employee to be constructively terminated.

18 94. Since HARADA’s termination, he has suffered economic losses, emotional
19 distress, depression, stress disorders, anxiety, and serious physical injuries.

20 **FIRST CAUSE OF ACTION BY PLAINTIFF DAVID HARADA**
21 **FOR UNLAWFUL RETALIATION IN VIOLATION OF CALIFORNIA *LABOR CODE***
22 **SECTION 1102.5(b) AGAINST DEFENDANTS DRISCOLL’S INC AND DOES 1-10**

23 95. Plaintiff realleges and incorporates herein by reference all other paragraphs of this
24 complaint, as though fully set forth in this Cause of Action.

25 96. At all relevant times, California *Labor Code* § 1102.5 was in effect and was
26 binding on defendants DRISCOLL’S INC. and DOES 1-10 (“DEFENDANTS”).

27 97. Plaintiff was not required to exhaust any administrative remedies to bring his
28 California *Labor Code* section 1102.5 claim because California *Labor Code* section 244(a)

1 provides that no such exhaustion is required under any *Labor Code* provision unless “that section
2 under which the action is brought expressly requires exhaustion of an administrative remedy.”
3 California *Labor Code* section 1102.5 does not have an exhaustion requirement.

4 98. At all times mentioned in this complaint, Plaintiff was fully qualified to perform
5 his job with DEFENDANTS.

6 99. During his employment with DEFENDANTS, Plaintiff disclosed violations of
7 Federal and State law and regulations including, but not limited to, the FIFRA and the California
8 Food and Agriculture Code, by DEFENDANTS and its employees. Plaintiff disclosed those
9 violations to DEFENDANTS and their supervisors and/or managers.

10 100. DEFENDANTS subjected Plaintiff to adverse employment actions because of his
11 disclosures. Subsequent to his disclosures, Plaintiff was subjected to adverse employment actions
12 by the DEFENDANTS.

13 101. DEFENDANTS’ adverse employment actions against Plaintiff, as alleged herein,
14 constitute unlawful employment practices.

15 102. Plaintiff’s disclosures were a substantial and determining factor in
16 DEFENDANTS’ decision to subject Plaintiff to adverse employment actions.

17 103. DEFENDANTS’ retaliation is a violation of California *Labor Code* section
18 1102.5(b).

19 104. DEFENDANTS had a duty to either refrain from the wrongful acts or to prevent
20 and/or restrain others from committing the wrongful acts.

21 105. As a direct and proximate result of the unlawful conduct of DEFENDANTS as
22 alleged in the complaint, Plaintiff suffered substantial monetary losses in an amount not less than
23 the jurisdictional minimum of this court. The precise amount of the damage is presently unknown
24 and will be proven at trial.

25 106. As a further direct and proximate result of the DEFENDANTS’ unlawful conduct,
26 Plaintiff has suffered and continues to suffer anguish, humiliation, emotional distress, serious
27 physical injury, nervousness, tension, and anxiety, the extent of which is not fully known at this
28 time. The amount of damage caused by DEFENDANTS’ conduct is not yet fully ascertained but,

1 in an amount, not less than the jurisdictional minimum of this court. The precise amount of the
2 damage is presently unknown and will be proven at trial.

3 107. Plaintiff also claims all amounts together with prejudgment interest pursuant to
4 *Civil Code* sections 3287, 3288 and pursuant to any other provision of law providing for
5 prejudgment interest.

6 108. DEFENDANTS are also subject to a civil penalty of up to \$10,000 for each
7 violation of California *Labor Code* section 1102.5, to be awarded to Plaintiff pursuant to
8 California *Labor Code* section 1102.5(f).

9 109. As a result of DEFENDANTS' retaliatory acts as alleged herein, Plaintiff is
10 entitled to reasonable attorney's fees and costs of suit as provided in California *Labor Code*
11 section 1102.5(j). Also, Plaintiff is entitled to reasonable attorneys' fees and costs of suit as
12 provided in California *Code of Civil Procedure* Section 1021.5 due to the significant benefit the
13 public receives via Plaintiff's disclosures, and in the interests of justice.

14 **SECOND CAUSE OF ACTION BY PLAINTIFF DAVID HARADA**
15 **FOR UNLAWFUL RETALIATION IN VIOLATION OF CALIFORNIA *LABOR CODE***
16 **SECTION 1102.5(c) AGAINST DEFENDANTS DRISCOLL'S INC AND DOES 1-10**

17 110. Plaintiff realleges and incorporates herein by reference all other paragraphs of this
18 complaint, as though fully set forth in this Cause of Action.

19 111. At all relevant times, California *Labor Code* § 1102.5 was in effect and was
20 binding on defendants DRISCOLL'S INC. and DOES 1-10 ("DEFENDANTS").

21 112. Plaintiff was not required to exhaust any administrative remedies to bring his
22 California *Labor Code* section 1102.5 claim because California *Labor Code* section 244(a)
23 provides that no such exhaustion is required under any *Labor Code* provision unless "that section
24 under which the action is brought expressly requires exhaustion of an administrative remedy."
25 California *Labor Code* section 1102.5 does not have an exhaustion requirement.

26 113. At all times mentioned in this complaint, Plaintiff was fully qualified to perform
27 his job with DEFENDANTS.

28 114. During his employment Plaintiff was directed by DEFENDANTS to participate in

1 an activity Plaintiff reasonably believed would violate a state or federal statute, rule, or regulation,
2 including, but not limited to, the FIFRA and the California Food and Agriculture Code,.

3 115. DEFENDANTS subjected Plaintiff to adverse employment actions because of
4 refusal to participate in an activity Plaintiff reasonably believed would violate a state or federal
5 statute, rule, or regulation. Subsequent to his refusals, Plaintiff was subjected to adverse
6 employment actions by the DEFENDANTS.

7 116. DEFENDANTS' adverse employment actions against Plaintiff, as alleged herein,
8 constitute unlawful employment practices.

9 117. Plaintiff's disclosures were a substantial and determining factor in
10 DEFENDANTS' decision to subject Plaintiff to adverse employment actions.

11 118. DEFENDANTS' retaliation is a violation of California *Labor Code* section
12 1102.5(c).

13 119. DEFENDANTS had a duty to either refrain from the wrongful acts or to prevent
14 and/or restrain others from committing the wrongful acts.

15 120. As a direct and proximate result of the unlawful conduct of DEFENDANTS as
16 alleged in the complaint, Plaintiff suffered substantial monetary losses in an amount not less than
17 the jurisdictional minimum of this court. The precise amount of the damage is presently unknown
18 and will be proven at trial.

19 121. As a further direct and proximate result of the DEFENDANTS' unlawful conduct,
20 Plaintiff has suffered and continues to suffer anguish, humiliation, emotional distress, serious
21 physical injury, nervousness, tension, and anxiety, the extent of which is not fully known at this
22 time. The amount of damage caused by DEFENDANTS' conduct is not yet fully ascertained but,
23 in an amount, not less than the jurisdictional minimum of this court. The precise amount of the
24 damage is presently unknown and will be proven at trial.

25 122. Plaintiff also claims all amounts together with prejudgment interest pursuant to
26 *Civil Code* sections 3287, 3288 and pursuant to any other provision of law providing for
27 prejudgment interest.

28 123. DEFENDANTS are also subject to a civil penalty of up to \$10,000 for each

1 violation of California *Labor Code* section 1102.5, to be awarded to Plaintiff pursuant to
2 California *Labor Code* section 1102.5(f).

3 124. As a result of DEFENDANTS' retaliatory acts as alleged herein, Plaintiff is
4 entitled to reasonable attorney's fees and costs of suit as provided in California *Labor Code*
5 section 1102.5(j). Also, Plaintiff is entitled to reasonable attorney's fees and costs of suit as
6 provided in California *Code of Civil Procedure* section 1021.5 due to the significant benefit the
7 public receives via Plaintiff's disclosures, and in the interests of justice.

8 **THIRD CAUSE OF ACTION BY PLAINTIFF DAVID HARADA**
9 **FOR TORTIOUS TERMINATION IN VIOLATION OF PUBLIC POLICY AGAINST**
10 **DEFENDANTS DRISCOLL'S INC AND DOES 1-10, inclusive**

11 125. Plaintiff realleges and incorporates herein by reference all other paragraphs of this
12 complaint, as though fully set forth in this Cause of Action.

13 126. At all relevant times mentioned in this complaint, defendants DRISCOLL'S INC.
14 and DOES 1-10 ("DEFENDANTS") were the employers of HARADA.

15 127. At all relevant times mentioned in this complaint, plaintiff HARADA was fully
16 qualified to perform the essential functions of his employment with DEFENDANTS.

17 128. By reason of the aforementioned conduct, DEFENDANTS violated the
18 fundamental policies of the State of California, as set forth in *Labor Code* § 1102.5 which
19 mandate that employees be free from retaliation and public policies protecting food safety and
20 regulatory compliance, as set forth in the California Food and Agriculture Code,.

21 129. Plaintiff believes and alleges that his protected activities, disclosures and refusals
22 were the motivating, substantial and determining factors in DEFENDANTS' decisions to take
23 adverse employment actions that were reasonably likely to adversely and materially affect
24 Plaintiff's job performance or opportunity for advancement in his career.

25 130. As a direct and proximate result of the unlawful conduct of DEFENDANTS as
26 alleged in the complaint, Plaintiff has suffered, and continues to suffer, substantial monetary
27 losses in an amount not less than the jurisdictional minimum of this court. The precise amount of
28 the damage is presently unknown and will be proven at trial.

131. As a further direct and proximate result of the DEFENDANTS' unlawful conduct, Plaintiff has suffered, and continues to suffer, anguish, humiliation, emotional distress, serious physical injury, nervousness, and anxiety, the extent of which is not fully known at this time. The amount of the harms, losses and damages caused by DEFENDANTS' conduct is not less than the jurisdictional minimum of this court and will be proven at trial.

132. Plaintiff also claims all amounts together with prejudgment interest pursuant to *Civil Code* §§ 3287, 3288 and pursuant to any other applicable provision of law.

133. DEFENDANTS, by their conduct as set forth above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of Plaintiff's rights. DEFENDANTS occupied a position of trust which gave them power to damage Plaintiff's ability to earn a livelihood. DEFENDANTS abused that position of trust by maliciously, fraudulently, and oppressively retaliating against Plaintiff under the circumstances described here. DEFENDANTS' conduct was carried out by and ratified by one or more of DEFENDANTS' *managing agents*. Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial. Plaintiff is therefore entitled to exemplary damages in an amount sufficient to deter DEFENDANTS from engaging in such conduct again as provided in *Civil Code* §§ 3294.

WHEREFORE, Plaintiff David Harada prays for judgment against defendant DRISCOLL'S and others as follows:

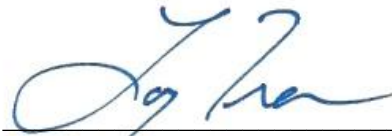
1. For general damages in an amount to be proven at trial;
2. For special damages in an amount to be proven at trial;
3. For interest on all sums as allowed by law;
4. For a civil penalty of up to \$10,000 for each violation of California *Labor Code* section 1102.5, to be awarded pursuant to California *Labor Code* section 1102.5(f);
5. For attorney's fees and costs incurred by Plaintiff pursuant to California *Labor Code* section 1102.5(j) and *Code of Civil Procedure* § 1021.5;
6. For punitive damages as allowed by law; and

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7. For such other and further relief as the Court deems just and proper.

Dated: June 24, 2026

TRON & TRON
LANNY M. TRON
TERRY L. TRON

By 
Lanny M. Tron
Attorney for Plaintiff
DAVID HARADA

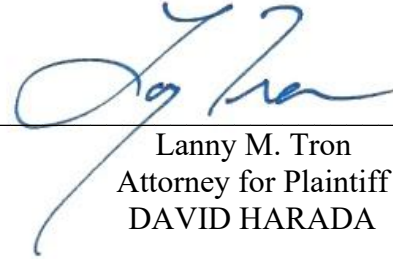
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury of all issues properly triable by jury.

Dated: June 24, 2026

TRON & TRON
LANNY M. TRON
TERRY L. TRON

By



Lanny M. Tron
Attorney for Plaintiff
DAVID HARADA