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Superior Court of California,
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Clerk of the Superior Court
By Malka Manneh, Deputy Clerk

Attorneys for Plaintiffs, JOSEPH MONTAGUE, MICHAEL DUPONT, CURTIS MOORE,
CHARISSEE TABOTABO, RENAE HILLOCK, UNINI ODAIBO, MICHAEL LATHE, BRENT
MILLER, GIANCARLO VELLEJO, and BENJAMIN TACDERAS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSEPH MONTAGUE, an individual,)
MICHAEL DUPONT, an individual, CURTIS)
MOORE, an individual, CHARISSEE)
TABOTABO, an individual, RENAE)
HILLOCK, an individual, UNINI ODAIBO, an)
individual, MICHAEL LATHE, an individual,)
BRENT MILLER, an individual, GIANCARLO)
VELLEJO, an individual, and BENJAMIN)
TACDERAS, an individual,)

Plaintiff,

v.

GLOBAL CONNECTIONS TO
EMPLOYMENT, INC., a Florida corporation,
and DOES 1-50, inclusive,

Defendants.

Case No.: 37-2022-00004601-CU-OE-CTL

COMPLAINT FOR DAMAGES

- 1) VIOLATION OF THE PRIVATE
ATTORNEY GENERALS ACT OF 2004,
Labor Code §2698 et seq.**
- 2) NEGLIGENT MISREPRESENTATION &
FRAUD (In Violation of Civ. Code § 1572
& 1710 et seq.)**
- 3) INTENTIONAL MISREPRESENTATION
& FRAUD (In Violation of Civ. Code §
1710 & 3294 et seq.)**
- 4) FALSE PROMISE (In Violation of Civ.
Code § 1710 (4))**
- 5) BREACH OF CONTRACT**
- 6) BREACH OF COVENANT OF GOOD
FAITH AND FAIR DEALING**
- 7) MISREPRESENTATION INDUCING
EMPLOYEE TO CHANGE RESIDENCE
(In Violation of Labor Code § 970 et seq.)**
- 8) UNFAIR BUSINESS PRACTICES (In
Violation of Bus. & Prof. Code §17200)**

{JURY TRIAL DEMANDED}

1 Plaintiffs JOSEPH MONTAGUE (“MONTAGUE”), MICHAEL DUPONT (“DUPONT”),
2 CURTIS MOORE (“MOORE”), CHARISSEE TABOTABO (“TABOTABO”), RENAE HILLOCK
3 (“HILLOCK”), UNINI ODAIBO (“ODAIBO”), MICHAEL LATHE (“LATHE”), BRENT MILLER
4 (“MILLER”), GIANCARLO VELLEJO (“VALLEJO”), and BENJAMIN TACDERAS
5 (“TACEDERAS”) each as an individual and on behalf of all others similarly situated (collectively
6 “Plaintiffs”), hereby bring this Complaint (“Complaint”) against Defendants GLOBAL
7 CONNECTIONS TO EMPLOYMENT, INC. (“GCE”), and DOES 1 through 50 (hereinafter,
8 occasionally and collectively referred to as “Defendants”), Plaintiffs hereby alleges as follows:

9 **THE PARTIES**

10 **Plaintiff JOSEPH MONTAGUE**

11 1. Plaintiff JOSEPH MONTAGUE is and was, at all times relevant to this Complaint, an
12 adult individual who lived in San Diego, California and worked for Defendants in the City of San
13 Diego in the County of San Diego, California. MONTAGUE was employed by Defendants as a
14 Training Specialist II from approximately October 21, 2020 to approximately March 16, 2021.

15 **Plaintiff MICHAEL DUPONT**

16 2. Plaintiff MICHAEL DUPONT is and was, at all times relevant to this Complaint, an
17 adult individual who lived in San Diego, California and worked for Defendants in the City of San
18 Diego in the County of San Diego, California. DUPONT was employed by Defendants as a Training
19 Specialist I from approximately October 26, 2020 to approximately March 16, 2021.

20 **Plaintiff CURTIS MOORE**

21 3. Plaintiff CURTIS MOORE is and was, at all times relevant to this Complaint, an adult
22 individual who lived in San Diego, California and worked for Defendants in the City of San Diego in
23 the County of San Diego, California. MOORE was employed by Defendants as a Training Specialist
24 II from approximately November of 2020 to approximately March 16, 2021.

25 **Plaintiff CHARISSEE TABOTABO**

26 4. Plaintiff CHARISSEE TABOTABO is and was, at all times relevant to this Complaint,
27 an adult individual who lived in San Diego, California and worked for Defendants in the City of San

Diego in the County of San Diego, California. TABOTABO was employed by Defendants as a Training Specialist III from approximately October 26, 2020 to approximately March 16, 2021.

Plaintiff RENAE HILLOCK

5. Plaintiff RENAE HILLOCK is and was, at all times relevant to this Complaint, an adult individual who lived in San Diego, California and worked for Defendants in the City of San Diego in the County of San Diego, California. HILLOCK was employed by Defendants as a Training Specialist I from approximately November 9, 2020 to approximately March 16, 2021.

Plaintiff UNINI ODAIBO

6. Plaintiff UNINI ODAIBO is and was, at all times relevant to this Complaint, an adult individual who lived in San Diego, California and worked for Defendants in the City of San Diego in the County of San Diego, California. ODAIBO was employed by Defendants as a Training Specialist I from approximately October 5, 2020 to approximately March 16, 2021.

Plaintiff MICHAEL LATHE

7. Plaintiff MICHAEL LATHE is and was, at all times relevant to this Complaint, an adult individual who lived in San Diego, California and worked for Defendants in the City of San Diego in the County of San Diego, California. LATHE was employed by Defendants as a Training Specialist I from approximately October 21, 2020 to approximately March 16, 2021.

Plaintiff BRENT MILLER

8. Plaintiff BRENT MILLER is and was, at all times relevant to this Complaint, an adult individual who lived in San Diego, California and worked for Defendants in the City of San Diego in the County of San Diego, California. MILLER was employed by Defendants as a Training Specialist III from approximately August 17, 2020 to approximately March 16, 2021.

Plaintiff GIANCARLO VELLEJO

9. Plaintiff GIANCARLO VELLEJO is and was, at all times relevant to this Complaint, an adult individual who lived in San Diego, California and worked for Defendants in the City of San Diego in the County of San Diego, California. VELLEJO was employed by Defendants as an

1 Electronic Health Specialist II from approximately October 21, 2020 to approximately March 16,
2 2021.

3 **Plaintiff BENJAMIN TACDERAS**

4 10. Plaintiff BENJAMIN TACDERAS is and was, at all times relevant to this Complaint,
5 an adult individual who lived in San Diego, California and worked for Defendants in the City of San
6 Diego in the County of San Diego, California. TACDERAS was employed by Defendants as an
7 Electronic Health Specialist III from approximately August 24, 2020 to approximately March 16,
8 2021.

9 **Defendant GLOBAL CONNECTIONS TO EMPLOYMENT, INC.**

10 11. At all times relevant to this Complaint, Defendant GCE was a Florida corporation,
11 doing business and employing persons throughout California, where it employed Plaintiffs.

12 12. Defendant GCE is an employment services company and maintains its principal
13 executive offices in Pennsylvania at 1221 West Lakeview Avenue, Pensacola, Florida 32501.

14 13. At all times mentioned in this Complaint, GCE was Plaintiffs' "employer," and
15 Plaintiffs were its "employees" as defined by California law.

16 14. Plaintiffs are unaware of the true names or capacities of Defendants sued herein under
17 the fictitious names DOES 1–50, inclusive, but prays for leave to amend and serve such fictitiously-
18 named Defendants pursuant to California Code of Civil Procedure § 474 once their names and
19 capacities become known.

20 15. Plaintiffs are informed and believe and thereon allege, that DOES 1–50, inclusive, are
21 the partners, agents, owners, shareholders, managers, principals or employees of Defendants and/or
22 and were acting within the course and scope of their agency and authority for and on behalf of each of
23 the other Defendants.

24 16. Plaintiffs are informed and believe and thereon allege, that each and all of the acts and
25 omissions alleged herein was performed by or is attributable to Defendants, each acting as the agent
26 for the other Defendants, with legal authority to act on the other's behalf. The acts of any and all
27 Defendants were in accordance with, and represent the policy of, all the Defendants.

1 17. At all times herein mentioned, Defendants, and each of them, ratified each and every
2 act or omission complained of herein. At all times herein mentioned, Defendants, and each of them,
3 aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing
4 the damages herein alleged.

5 18. Plaintiffs are informed and believe and thereon allege, that each of the Defendants is in
6 some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences
7 and transactions alleged herein.

8 **JURISDICTION AND VENUE**

9 19. The civil penalties sought by Plaintiffs and the amount in controversy exceed the
10 minimum jurisdictional limits of the San Diego County Superior Court and will be established
11 according to proof at trial.

12 20. This Court has jurisdiction of this action pursuant to the California Constitution, Article
13 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given
14 by statute to other courts. The statutes under which this action is brought do not specify any other basis
15 for jurisdiction.

16 21. This Court has jurisdiction over the violations alleged herein and over Defendants and
17 Does 1 – 50, inclusive, because upon information and belief, each party has sufficient minimum
18 contacts in California or otherwise intentionally avails itself of California law so as to render the
19 exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play
20 and substantial justice. Defendants at all times relevant employed Plaintiffs while Plaintiffs were
21 domiciled in and performing their work duties in the State of California, in the County of San Diego.
22 Plaintiffs maintained and worked out of the city of San Diego, in the County of San Diego.

23 22. Venue is proper in this Court because, upon information and belief, the named
24 Defendants employed Plaintiffs, who are or were resident of this county and the acts and omissions
25 alleged herein took place in this county.

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27 ///

FACTUAL BACKGROUND

23. Plaintiff, MONTAGUE was hired by Defendants on approximately October 21, 2020, and was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Training Specialist II. Plaintiff, MONTAGUE was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

24. Plaintiff, DUPONT was hired by Defendants on approximately October 26, 2020, and was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Training Specialist I. Plaintiff, DUPONT was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

25. Plaintiff, MOORE was hired by Defendants in approximately November of 2020, and was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Training Specialist II. Plaintiff, MOORE was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

26. Plaintiff, TABOTABO was hired by Defendants on approximately October 26, 2020, and was employed until approximately March 16, 2021, as a full-time, salary, exempt Training Specialist III. Plaintiff, TABOTABO was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

27. Plaintiff, HILLOCK was hired by Defendants on approximately November 9, 2020, and was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Training Specialist I. Plaintiff, HILLOCK was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

1 28. Plaintiff, ODAIBO was hired by Defendants on approximately October 5, 2020, and
2 was employed until approximately March 16, 2021, as a full-time, salary, exempt Training Specialist
3 III. ODAIBO was employed to work with the Defense Health Agency to work at military hospitals to
4 implement, administer, train, and evaluate electronic health record systems and provide technical
5 assistance to the assigned military hospitals.

6 29. Plaintiff, LATHE was hired by Defendants on approximately October 21, 2020, and
7 was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Training
8 Specialist I. Plaintiff, LATHE was employed to work with the Defense Health Agency to work at
9 military hospitals to implement, administer, train, and evaluate electronic health record systems and
10 provide technical assistance to the assigned military hospitals.

11 30. Plaintiff, MILLER was hired by Defendants on approximately August 17, 2020, and
12 was employed until approximately March 16, 2021, as a full-time, salary, exempt Training Specialist
13 III. Plaintiff, MILLER was employed to work with the Defense Health Agency to work at military
14 hospitals to implement, administer, train, and evaluate electronic health record systems and provide
15 technical assistance to the assigned military hospitals.

16 31. Plaintiff, VELLEJO was hired by Defendants on approximately October 21, 2020, and
17 was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Electronic
18 Health Specialist II. Plaintiff, VELLEJO was employed to work with the Defense Health Agency to
19 work at military hospitals to implement, administer, train, and evaluate electronic health record
20 systems and provide technical assistance to the assigned military hospitals.

21 32. Plaintiff, TACDERAS was hired by Defendants on approximately August 24, 2020,
22 and was employed until approximately March 16, 2021, as a full-time, salary, exempt Electronic
23 Health Specialist III. Plaintiff, TACDERAS was employed to work with the Defense Health Agency
24 to work at military hospitals to implement, administer, train, and evaluate electronic health record
25 systems and provide technical assistance to the assigned military hospitals

26 33. During the relevant statutory period, as discussed in the PAGA Notice attached herein,
27 Plaintiffs were required to utilize their personal cell phones for work-related duties and functions.

1 Plaintiffs would work remotely, via satellite coverage, with occasional travel to their home base
2 hospital, the Balboa Medical Center, or other hospital locations for implementation, training, or
3 support for the electronic records system. Plaintiffs were not issued company cell phones, but were
4 required to use their personal cell phones while working remotely. Plaintiffs used their own personal
5 cell phones to communicate with co-workers, supervisors, and hospital staff regarding job duties, for
6 system support, and for training activities. Defendants required Plaintiffs to implement a peripheral
7 that split their personal phones, allowing a secure “phone” for the government contracted work.
8 Moreover, Plaintiffs were required to download multiple applications, including but not limited to,
9 UKG Work Clock, Trello, Teams, TelMediq, Outlook, Work, Authenticator, Zoom, and Todo.
10 Plaintiffs were required to use their personal cell phones to perform work related functions and duties
11 daily. Due to Defendants’ not providing a work phone, a personal cell phone was a necessity
12 Plaintiffs’ employment with Defendants. At no time have Defendants ever reimbursed Plaintiffs for
13 the expenses they incurred in the necessary utilization of their personal cell phones.

14 34. Plaintiffs were also required to utilize their own personal laptops on a daily basis in
15 performing their job duties. Although Defendants provided Plaintiffs with Google Chromebooks, the
16 Google Chromebooks provided were incapable of running the high-level systems required to
17 implement the electronic records systems for the Defense Health Agency’s military hospital.
18 Defendants informed Plaintiffs that they would receive government issued laptops capable of running
19 the systems, but they never did. In fact, Plaintiffs reported the inability to use the Google
20 Chromebooks on multiple occasions but were never provided laptops with the capability of running
21 the required military hospitals’ records systems. Consequently, Plaintiffs were required to use their
22 own personal laptops, and in some instances were forced to go out and purchase new laptops, that
23 were capable of running the systems they needed in order to perform their expected job duties.
24 Plaintiffs were using their own personal laptops on a daily basis, while working remotely and while
25 traveling to covered military hospitals, for troubleshooting purposes, to provide support, to access and
26 implement systems, to attend meetings virtually, and to attend and participate in virtual trainings. Due
27 to the inadequacy of the Google Chromebooks that Defendants’ provided and inability to support the

1 required systems, having a personal laptop was a necessity for Plaintiffs' employment with
2 Defendants. At no time have Defendants ever reimbursed Plaintiffs for the expenses they incurred in
3 the utilization of their own personal laptops.

4 35. Further, during the relevant statutory period, Plaintiffs were required to use their
5 personal wireless internet services while working remotely from home. Plaintiffs worked remotely,
6 and occasionally travelled to other job site locations. While working remotely, Plaintiffs were required
7 to have an internet connection to connect to the Defense Health Agency's systems, and were required
8 to have an internet connection in order to attend and participate in mandatory virtual trainings and
9 meetings. At no time have Defendants ever reimbursed Plaintiffs for the expenses they incurred in the
10 utilization of their personal wireless internet services.

11 36. Furthermore, Plaintiffs were required to travel to multiple military hospitals and clinics,
12 without mileage reimbursement. Plaintiffs were required to travel to these locations in order to to
13 provide occasional in-person technical support and trainings at military hospitals. At no time have
14 Defendants ever reimbursed Plaintiffs for the work-related travel and gasoline expenses they incurred
15 while using their own personal vehicles.

16 37. Defendants routinely promised Plaintiffs each of them were "guaranteed" a multi-year
17 contract of employment. Specifically, program managers and interviewers, Bob Hardie and Tia
18 Takigawa, induced Plaintiffs to engage in their employment relationships with GCE with statements
19 such as *"these contracts always renew, and you will be retired before they expire."* With
20 representations of long-term contractual employment, with consistent verbal guaranteed affirmations
21 of same, Plaintiffs who might have otherwise been more cautious before agreeing to accept
22 employment with GCE were fraudulently manipulated into accepting offers of employment. . Many
23 of the Plaintiffs initially rejected the positions offered, but after constant follow up contact by Bob
24 Hardie and others, Plaintiffs were pressured and misled into leaving their previous jobs in exchange
25 for employment with Defendants who not only promised, but guaranteed long term contractual
26 stability and duration.
27

1 38. Plaintiff MONTAGUE interviewed with both Bob Hardie and Tia Takigawa
2 separately. In both interviews, Plaintiff MONTAGUE was told by both Mr. Hardie and Ms. Takigawa
3 that the position was “*at least a five-year contract*” for the San Diego Position. When Plaintiff
4 MONTAGUE asked about the long-term plan, both Hardie and Takigawa represented that Plaintiff,
5 MONTAGUE would remain employed pursuant to a guaranteed new contract either domestically or
6 internationally at the conclusion of the initial five-year contract. In his interview with Takigawa,
7 Plaintiff MONTAGUE specifically asked about the duration of the position and specifically asked, if
8 when the five-year contract ended, whether he would still be employed. Takigawa unequivocally
9 affirmed, , “*Yes, if this contract ends, you will still be our employee. Your job is not driven by the*
10 *contract.*” In fact, when Bob Hardie made that statement, he knew full well that he was recklessly
11 lying just to induce MONTAGUE to sign on. ***In fact, Bob Hardie knew full well when he made that***
12 ***promise, that the real truth was, if the company did lose the contract that there would be no job or***
13 ***other work available for Plaintiff MONTAGUE or for any of the other Plaintiffs they recruited.*** In
14 reliance on the consistent promises, representations and guarantees made by Defendants, Plaintiff
15 MONTAGUE purchased a condominium that went into escrow in or about February of 2021, and
16 purchased a new car in or about March of 2021, in sole reliance on the multiple and repeated promises
17 of long-term contractual employment by Defendants.

18 39. Not unlike Plaintiff, MONTAGUE, Plaintiff TABOTABO was also induced and
19 manipulated by Defendants’ guarantees and assurances that his position with GCE was guaranteed by
20 a five-year contract, at the end of which it would renew. In reliance on Defendants’ false promises
21 and guarantees, Plaintiff, TABOTABO left a stable nursing job as a Neonatal Intensive Care Charge
22 Nurse & Strategic Development, a position she held for four and a half years, before accepting the
23 “guaranteed” position offered by Defendants.

24 40. Plaintiff, MILLER was similarly manipulated and induced, to accept what he was led
25 to believe was a guaranteed multi-year employment contract. In fact, MILLER had prior declined
26 Defendants’ offer of employment twice before accepting. After constant follow up contact and great
27 sweeping guarantees of long term employment by Bob Hardie, MILLER was eventually manipulated

1 into accepting the position. Plaintiff MILLER had been extremely reluctant to leave his previous
2 position with the VA Hospital, where he would have received a government pension. However, Mr.
3 Hardie represented to Plaintiff, MILLER that the position being offered by Defendants would
4 “guaranteed” last at least five years, with plenty of further, long term employment opportunities until
5 Plaintiff MILLER was ready to retire. Defendants also promised Plaintiff, Miller that the position
6 being offered would pay even more than what the government pension was worth, which was the
7 ultimate lie that finally persuaded Plaintiff, MILLER into resigning from his former job at the VA
8 and accepting the position with GCE.

9 41. Plaintiff, MOORE asked Bob Hardie during his interview if the position was
10 guaranteed for five years, to which Mr. Hardie replied “*these contracts always renew, and you will*
11 *be retired long before they expire.*” Mr. Hardie also informed Plaintiff MOORE that because the
12 contract was an AbilityOne contract to assist Veterans with disabilities it was subject to automatic
13 renewal.

14 42. Plaintiff, DUPONT, similar to each of the other Plaintiffs, was also informed that the
15 contract would last five years, and was promised that it would be automatically renewed for up to
16 twenty years.

17 43. It was only because of Defendants’ unequivocal promises of guaranteed, long-term
18 employment, and unconditional representations that *even if* the contracts failed to renew for any reason
19 whatsoever, that Plaintiffs would still remain employed as their positions were not necessarily
20 dependent on or contract driven is ultimately induced Plaintiff, DUPONT and each of the other
21 Plaintiffs to accept the positions they were offered by Defendants. In fact, during his interview with
22 Bob Hardie, Plaintiff Moore was asked by Mr. Hardie if Plaintiff Moore was willing to ***guarantee***
23 ***him*** he would stay with the company for at least twelve months.

24 44. By late October-early November of 2020 all of the Plaintiffs had made the transition
25 and reported for work at the San Diego, California job site.

26 45. What happened next came as a complete shock to the Plaintiffs. On March 11, 2021,
27 Plaintiffs and the entire San Diego team were informed that the contract that they were working under

1 for the United States government had been cancelled and that all California team working under the
2 contract were being terminated effective March 17, 2021. Defendants originally informed Plaintiffs
3 that they could apply for open positions on other contracts, but there were minimal open positions for
4 a similar positions and rates of pay, with most job openings being for much lower pay and in another
5 state, for example janitorial positions in Florida. When Plaintiffs did apply for the few relevant open
6 positions, not a single Plaintiff was selected to take the open position even when they met all hiring
7 criteria or were over qualified outside of Plaintiff Moore who was offered a position outside of
8 California. When Plaintiffs reached out to Defendants asking why they were not being re-assigned to
9 other contracts as promised Defendant informed Defendant that they would not be assigned to a new
10 contract and unless they were selected for a job opening posted for other contracts and that they would
11 not be provided new job assignments.

12 46. Efforts by Plaintiffs to meet with Defendants to discuss the lies they had been told fell
13 on deaf ears. After Defendant GCE lost the contract, only Plaintiff Moore was offered a position, but
14 to accept it, meant he would need to move again to another state. On a very temporary basis, for two
15 months. Plaintiff Moore was offered a remote position working as a Trainer II, but he was never paid
16 Trainer II pay that he signed up for. By the time all the dust had settled, in complete reversal of what
17 was repeatedly represented to Plaintiffs by the Defendants, each of them was terminated in the spring
18 by March 17, 2021, less than a year after they accepted the offers of employment.

19 47. Due to the foregoing described conduct and actions of the Defendants, Plaintiffs have
20 been harmed and have been caused to suffer extreme hardship and damages. Accordingly, Plaintiffs
21 bring the following claims:

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF THE PRIVATE ATTORNEY GENERALS ACT OF 2004**

24 **Labor Code §2698 et seq.**

25 **(Against Defendants and Does 1-50, Inclusive)**

26 48. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully
27 set forth herein.

1 49. The PAGA expressly establishes that any provision of the California Labor Code which
2 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
3 Agency (the “LWDA”), or any of its departments, divisions, commissions, boards, agencies or
4 employees for a violation of the California Labor Code may be recovered through a civil action
5 brought by an aggrieved employee on behalf of himself or herself, and other current or former
6 employees.

7 50. Plaintiffs, by their employment with Defendants and Defendants’ violations of the
8 Labor Code as alleged herein, is an aggrieved employee with standing to bring an action under the
9 PAGA.

10 51. Plaintiffs, by virtue of **Exhibit A** have satisfied all the statutory prerequisites to serve
11 as representatives of the general public to enforce California’s labor laws including, without
12 limitation, the penalty provisions identified in Labor Code § 2699.5. Since the LWDA took no steps
13 within the time period allotted to elect to investigate Plaintiffs claims, and because Defendants took
14 no corrective action to remedy the allegations set forth above, Plaintiffs, as representatives of the
15 people of the State of California, will and do hereby seek any and all penalties otherwise capable of
16 being collected by the Labor Commission and/or the DLSE. This includes each of the following, as is
17 set forth in Labor Code § 2699.5, which states:

18 “The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation
19 of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
20 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,
21 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221,
22 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227,
23 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of
24 Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403,
25 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511,
26 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921,
27 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and
1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293,
1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309,
1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section
1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6,
1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1),
(2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision

1 (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776,
2 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections
3 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and
4 Sections 3073.6, 6310, 6311, and 6399.7.”

5 52. Plaintiffs are informed and believe and thereon allege that Defendants have violated
6 and continue to violate the provisions of Section 2802 of the California Labor Code.

7 53. Pursuant to Labor Code section 2699, any provision of the Labor Code that already
8 provides a civil penalty to be assessed and collected by the Labor and Workforce Development
9 Agency, or any of its departments, divisions, commissions, boards, agencies or employees for
10 violation of the code or does not provide a civil penalty may be recovered through a civil action
11 brought by an aggrieved employee on behalf of himself or herself, and other current or former
12 employees pursuant to the procedures set forth in Labor Code, section 2699.3.

13 54. Plaintiffs, on their own behalf, and on behalf of the other similarly situated Aggrieved
14 Employees are “aggrieved employees” because they were employed by the violators (the named
15 Defendant herein and the related Doe affiliates and subsidiaries), during the one-year statutory time
16 period and during such time period, were subjected to one or more violations alleged herein, including
17 violation of Labor Code section 2802, and are therefore properly suited to represent the interests of a
18 PAGA person.

19 55. Plaintiffs are informed and believe, and thereon allege that Defendants have violated
20 and continue to violate Section 2802 of the Labor Code. Despite mailing of **Exhibit A** at least 65-days
21 prior to the filing of the filing of this Complaint, the LWDA has not notified Plaintiffs that it intends
22 to investigate the alleged Labor Code violations identified in **Exhibit A**, such that, by operation of law
23 Plaintiffs are entitled to commence this cause of action as a representative action under the PAGA.
24 *See Lab. Code 2699.3(a)(2)(A).*

25 **Failure to Reimburse Expenses**

26 56. California Labor Code § 2802 provides than an employer shall indemnify his or her
27 employees for all necessary expenditures or losses incurred by the employee in direct consequence of
the discharge of his or her duties.

1 57. As alleged supra, during the statutory period, Defendants required or require as a
2 condition of employment that Plaintiffs and the Aggrieved Employees utilize/utilized their own
3 personal cell phones in the daily and routine discharge of their job duties to communicate with
4 Defendants' managers, supervisors, and colleagues and clients. Plaintiffs and the Aggrieved
5 Employees were required to "split" their personal phone and download a multitude of apps required
6 for the government contract, using their personal cell phone as their main form of communication with
7 the government facilities, supervisors, and co-workers. Defendants do not and have not reimbursed
8 Plaintiffs and the Aggrieved Employees for expenses they incurred throughout the statutory period in
9 the routine and daily use of their personal cell phones for work related duties and communications.

10 58. Defendants also required or require as a condition of employment that Plaintiffs and
11 the Aggrieved Employees utilize/utilized their own personal laptops to perform their job duties. As
12 stated prior, although Defendants provided Plaintiffs with Google Chromebooks, the Chromebooks
13 were incapable of running the high-level systems required to implement the electronic records systems
14 for the Defense Health Agency's military hospitals. Even though Defendants promised Plaintiffs that
15 they would be providing them with government issued laptops capable of running the systems, but
16 they never did. At no time have Defendants ever reimbursed Plaintiffs and the Aggrieved Employees
17 for the expenses they incurred in the routine, necessary and daily utilization of their personal laptops.

18 59. During the relevant statutory period, Defendants further required or require as a
19 condition of employment that Plaintiff and the Aggrieved Employees utilize/utilized their personal
20 wireless internet services while working remotely from home or when traveling to other job site
21 locations. Plaintiffs were required to have an internet connection in order to connect to the Defense
22 Health Agency's systems, and to attend and participate in employer mandated virtual trainings and
23 meetings. At no time have Defendants ever reimbursed Plaintiffs and the Aggrieved Employees for
24 the expenses they incurred in the utilization of their personal wireless internet services.

25 60. During the relevant statutory period, Defendants required or require as a condition of
26 employment that Plaintiff and the Aggrieved Employees utilize/utilized their own personal vehicles
27 to travel to multiple other military hospitals and clinics, without being paid any mileage

1 reimbursement. Plaintiffs and the Aggrieved Employees are/were required to provide occasional in-
2 person technical support and trainings at military hospitals. At no time have Defendants ever
3 reimbursed Plaintiffs or the Aggrieved Employees for the expenses they incurred in the utilization of
4 their personal vehicles.

5 61. As a direct result of Defendants' failure to reimburse Plaintiffs and the Aggrieved
6 Employees for the expenses they incurred in the use of their personal cell phones, laptops, wireless
7 internet services, and personal vehicle-work related travel expenses they necessarily incurred in the
8 discharge of their work-related duties, Defendants have violated and continue to violate Labor Code
9 Section 2802.

10 **Damages**

11 62. Defendants' actions constitute continuing and ongoing unlawful activity prohibited by
12 the California Labor Code, as alleged and therefore these acts constitute violations of the PAGA.

13 63. Pursuant to California Labor Code § 2699, Plaintiffs request and are entitled to recover
14 from Defendants civil penalties in the amount of a hundred dollars (\$100) for each aggrieved employee
15 per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee
16 per pay period for each subsequent violation; and

17 64. Attorneys' fees and costs pursuant to Labor Code § 2699(g) and any other applicable
18 statute.

19 65. As alleged supra, notice of the violations of Labor Code Section 2802 was provided
20 pursuant to Labor Code §2699.3 asking the LWDA if it intended to investigate the alleged violations.
21 More than 65 days have passed since notice was provided and Plaintiffs have not received any
22 notification from the LWDA that it intends to investigate the alleged violations. Therefore, the
23 representative Plaintiffs are entitled to prosecute their PAGA claims under Labor Code §2699, et seq.

24 66. The proper measure of damages and penalties under the PAGA is as to all Aggrieved
25 Employees, whether a part of this action or not. Further this claim needs no certification to proceed
26 with recovery. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 970-975.
27

1 67. Accordingly, Plaintiffs respectfully request that the Court award judgment and relief in
2 their favor including an award of civil penalties under California Labor Code §2699 in the amount of
3 one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
4 two hundred dollars (\$200) for each Aggrieved Employee per pay period for each subsequent violation
5 during the relevant period, according to proof.

6 68. Plaintiffs, as the personal representatives of the Aggrieved Employees, will and do seek
7 to recover any and all penalties for each and every violation shown to exist or to have occurred during
8 the liability period, in an amount according to proof, as to those penalties that are otherwise only
9 available to public agencies. Said funds recovered will be distributed in accordance with the PAGA,
10 with at least 75% of said PAGA penalty recovery being reimbursed to the State of California and the
11 LWDA.

12 **SECOND CAUSE OF ACTION**

13 **NEGLIGENT MISREPRESENTATION & FRAUD**

14 **Civil Code §§ 1572 & 1710 et seq.**

15 **(Against Defendants and Does 1-50, Inclusive)**

16 69. Plaintiffs hereby reallege and incorporate by reference, all previous paragraphs of this
17 Complaint as though fully set forth herein.

18 70. Defendants repeatedly promised Plaintiffs a guaranteed multi-year contract of
19 employment. Specifically, Defendants' program managers and interviewers Bob Hardie and Tia
20 Takigawa, induced Plaintiffs to accept employment with GCE with repeated statements on multiple
21 occasions to the Plaintiffs, such as *"these contracts always renew, and you will be retired before they*
22 *expire."* With representations of guaranteed, long-term contractual employment, Plaintiffs who were
23 otherwise cautious in accepting Defendants' offers of employment, were clearly manipulated into
24 accepting the offers of employment bolstered by seemingly earnest promises of long term employment
25 guaranteed by contracts that would perpetually and automatically renew. Several of the Plaintiffs
26 initially rejected the positions offered, but after constant contact by Bob Hardie and others, were
27 misled and induced into leaving their previous jobs and accepted employment with Defendants based

1 upon falsely inflated promises of long term employment “guaranteed” by contractual stability and
2 perpetual in duration by automatic renewals.

3 71. There is no question in the minds of any of these Plaintiffs, that had they known the
4 truth, not one of them would have agreed to accept a job position with Defendants.

5 72. But for Defendants’ misrepresentations, none of the Plaintiffs would have made the
6 major life and financial decisions that they did in reliance on what Defendants told them, because they
7 reasonably believed they were making a completely lateral move that would remain stable and
8 consistent for at least five years, if not longer.

9 73. Defendants recklessly and negligently misled Plaintiffs about the terms and conditions
10 of employment in order to induce them to accept these positions. When Defendants made their
11 representations to Plaintiffs they had no reasonable ground to believe them to be one hundred percent
12 true, despite their reckless, so-called “iron clad guarantees” to the Plaintiffs.

13 74. Defendants made these misrepresentation with the sole motive and intention of
14 inducing Plaintiffs to act in reliance on their representations or with the expectations that the Plaintiffs
15 would so act by accepting the offers of employment.

16 75. As a proximate result of the representations of the Defendants, Plaintiffs and each of
17 them were persuaded and induced to move from their respective domiciles, relinquishing homes, social
18 relationships, employment with other companies, pensions from former jobs, and the like, believing
19 they were secure in that they would be performing the new job positions with the guarantee of long
20 term employment, that was contractually guaranteed, thus resulting in expense and disruption to
21 themselves and their families, incurring damages in amounts to be proven at trial.

22 76. As a further and direct and proximate result of Defendants’ wrongful acts and false
23 promises, Plaintiffs have been damaged by the loss of the wages they were promised for the full terms
24 of their contracts.

25 77. Defendants and its officers and managers recklessly misrepresented material facts
26 which resulted in depriving Plaintiffs of their property, legal rights and otherwise causing injury and
27 subjected Plaintiffs to cruel and unjust hardship so as to justify an award of punitive damages.

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1 with other companies, and the like, for the opportunity to work for Defendants in reliance on the
2 representations that were repeatedly made that they were being engaged under a multi-year long term
3 contract for employment and that their long-term employment stability was not dependent on the
4 contracts. That was the lie, because in fact their continued and sustained employment was obviously
5 tethered to the existence of the contract. Had Plaintiffs known the actual facts they would not have
6 taken the actions they did in reliance on Defendant's false representations.

7 84. When Defendants terminated Plaintiffs' employment, Plaintiffs discovered Defendants
8 representations were completely false. Within the first year of their employment, indeed within six
9 months of their hire dates, Defendants lost the contract and immediately reneged on their promises
10 and terminated the Plaintiffs' employment.

11 85. As a proximate result of the false promises and misrepresentations of Defendants,
12 Plaintiffs and each of them incurred damages in amounts to be proven at trial.

13 86. As a further direct and proximate result of Defendants' wrongful acts and false
14 promises, Plaintiffs have been damaged by the loss of the wages they were promised for terms of no
15 less than five years.

16 87. The conduct of Defendants and its officers and managers constituted intentional
17 misrepresentation, deceit or concealment of material facts known to the Defendants with the intention
18 of depriving Plaintiffs of their legal rights or otherwise causing injury. Defendants' conduct was
19 despicable subjecting Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights
20 so as to justify an award of punitive damages.

21 **FOURTH CAUSE OF ACTION**

22 **FALSE PROMISE**

23 **Civil Code § 1710 (4)**

24 **(Against Defendants and Does 1-50, Inclusive)**

25 88. Plaintiffs hereby reallege and incorporate by reference, all previous paragraphs of this
26 Complaint as though fully set forth herein.
27

1 89. Plaintiffs were told that their employment contracts would be long term and such
2 “contracts always renew, and [Plaintiffs] will be retired before they expire.” Defendants promised
3 Plaintiffs a guaranteed multi-year contract of employment. With representations of long-term
4 contractual employment, with consistent guarantee, Plaintiffs who might have been cautious to engage
5 in such employment were manipulated into taking the offer. Several of the Plaintiffs initially declined
6 to accept Defendant’s job offers, , but after constant contact by Bob Hardie and others, who
7 shamelessly lied about guaranteed greater income and employment longevity, Plaintiffs were misled
8 and induced into leaving their previous jobs and went to work for Defendants.

9 90. There is no question in the mind of any of these Plaintiffs, that had they known the
10 truth of what was going to happen with their contractual agreement, not one of them would have agreed
11 to accept the position with Defendants.

12 91. In reliance on Defendants’ representations, the Plaintiffs each made major life changes
13 , including encumbering themselves financially, because they reasonably believed they were
14 transitioning to a stable employment opportunity e that would remain stable and consistent over the
15 long term, for at least the next five years if not, longer.

16 92. Defendants made false promises to Plaintiffs about the terms and conditions of
17 employment in order to induce them to accept the job offers. Defendants falsely misrepresented the
18 actual conditions of employment. But for Defendants’ false promises, Plaintiffs never would have
19 accepted the job offers. Defendants used false promises to to manipulate and induce Plaintiffs to forego
20 other employment engagements, benefits and opportunities, to uproot their lives and go to work for
21 GCE in San Diego, a result Defendants could never have achieved had they not misrepresented the
22 truth.

23 93. As a proximate result of the representations of Defendants, Plaintiffs were harmed and
24 suffered damages.

25 94. The Plaintiffs’ reliance on Defendants’ false promises was a substantial factor in
26 causing Plaintiffs’ harm.

95. Defendants and its officers and managers' false promises deprived Plaintiffs of their property, legal rights or otherwise causing injury and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights so as to justify an award of punitive damages.

96. Wherefore, Plaintiffs request relief as hereinafter provided.

FIFTH CAUSE OF ACTION

BREACH OF CONTRACT

(Against Defendants and Does 1-50, Inclusive)

97. Plaintiffs hereby reallege and incorporate by reference, all previous paragraphs of this Complaint as though fully set forth herein.

98. Defendants by and through its program managers and interviewers Bob Hardie and Tia Takigawa, induced Plaintiffs to engage in employment contracts with Defendants. As to each Plaintiff, Hardie and Takigawa offered each Plaintiff a multi-year contract for employment with additional guarantees that these contracts would be long term, would automatically renew and wouldn't expire until after Plaintiffs retired. Even though some of the Plaintiffs were hesitant, or had even initially rejected the offers of employment, Defendants persisted and kept calling Plaintiffs and repeated their false promises and false guarantees of long term employment stability and successfully manipulated each of the Plaintiffs to accept the job offers.

99. In reliance of Defendants promises, Plaintiffs gave up their former jobs, former homes, even their social relationships, and moved to San Diego to assume their positions with Defendants.

100. Plaintiffs and each of them have performed all conditions, covenants, promises and obligations to be performed on their part under the terms of the employment agreement, except those which were prevented or made impossible by the actions of Defendants.

101. Despite demand by Plaintiffs for Defendants to perform their obligations under the agreement, Defendants have breached, the agreements they made with Plaintiffs by prematurely terminating each of the Plaintiffs from their positions within the first year of their employment.

102. Plaintiffs have been forced to engage counsel to institute this action to recover damages they suffered as a result of Defendants' breach of the agreement.

1 103. As a direct and proximate result of Defendants' wrongful conduct, breach, and
2 refusal to perform the terms of their employment agreements agreement Plaintiffs have each
3 incurred damages in amounts to be proven at trial.

4 **SIXTH CAUSE OF ACTION**

5 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

6 **(Against Defendants and Does 1 through 50, Inclusive)**

7 104. Plaintiffs hereby reallege and incorporate by reference, all previous paragraphs of this
8 Complaint as though fully set forth herein.

9 105. Every contract contains an implied covenant of good faith and fair dealing that
10 obligates each party to the contract to use their best efforts to perform their obligations under the terms
11 of the contract, and to do nothing that deprives the other party of the benefits of the contract.

12 106. Virtually everything the Defendants did once the Plaintiffs accepted the offers of
13 employment and assumed their job positions, deprived the Plaintiffs of every benefit of the
14 employment, contractual agreements and promises that Defendants made, which induced them to
15 accept employment with the Defendants. Termination of their employment, and failure to remedy
16 such termination, stripped Plaintiffs of the benefits they were promised under their contractual
17 agreements.

18 112. 111. Defendants breached the covenant of good faith and fair dealing implied in the
19 agreement by actively inducing Plaintiffs to rely on their promises of contractually guaranteed, long
20 term employment stability and income. Based on the contractual "guarantees," Plaintiffs expended
21 substantial time, money and efforts, to make the transition to go to work for Defendants. They quit
22 their former jobs, relinquished homes, social and family relationships, in order to relocate to their new
23 jobs in San Diego California. Some of them took on new home mortgages, purchased or leased new
24 vehicles and gave up previous pensions in reliance on their new contractual engagement with
25 Defendants. . Approximately one year into their employment, Defendants terminated each of the
26 breaching every material representation that was made and agreed upon. By their foregoing actions
27 and conduct, Defendants have breached their duties under the implied covenant of good faith and fair

1 dealing, in that by engaging in the wrongful acts alleged above, Defendants have deprived Plaintiffs
2 of the benefits due them under the terms of their verbal contractual employment agreements.

3 **113.** As a direct and proximate result of Defendants' wrongful acts and breach of their duties
4 under the implied covenant of good faith and fair dealing, Plaintiffs have suffered damages in amounts
5 to be proven at trial, plus pre- and post judgment interest thereon.

6 **SEVENTH CAUSE OF ACTION**

7 **SOLICITATION OF EMPLOYMENT BY MEANS OF A KNOWINGLY FALSE**

8 **REPRESENTATION**

9 **Labor Code § 970 et seq.**

10 **(Against Defendants and Does 1-50, Inclusive)**

11 **114.** Plaintiffs hereby reallege and incorporate by reference, all previous paragraphs of this
12 Complaint as though fully set forth herein.

13 **115.** Labor Code section 970 provides: "No person, or agent or officer thereof, directly or
14 indirectly, shall influence, persuade, or engage any person to change from one place to another in this
15 State or from any place outside to any place within the State, or from any place within the State to any
16 place outside, for the purpose of working in any branch of labor, through or by means of knowingly
17 false representations, whether spoken, written, or advertised in printed form, concerning either:

18 (a) The kind, character, or existence of such work;

19 (b) The length of time such work will last, or the compensation therefor;

20 (c) The sanitary or housing conditions relating to or surrounding the work;

21 (d) The existence or nonexistence of any strike, lockout, or other labor dispute affecting it and
22 pending between the proposed employer and the persons then or last engaged in the
23 performance of the labor for which the employee is sought."

24 **116.** In late summer and early fall of 2020, Defendants by means of oral representations,
25 and interviews with the Plaintiffs made persistent and assurances regarding employment with GCE.
26 In multiple oral communications Defendants represented that Plaintiffs could rely on long term
27 "contractually guaranteed" employment stability and income because their "contracts always renew,

1 and further told [Plaintiffs] they would be retired before the contracts ever expired. of the Plaintiffs
2 were induced to change their domiciles and relocated to San Diego, California in order to accept
3 Defendants' offers of employment.

4 117. There are no questions in the mind of any of the Plaintiffs, that had they known the
5 truth, not one of them would have agreed to accept Defendants' offer of employment.

6 118. As a result of Defendants' clear oral promises regarding guaranteed longevity of
7 employment and income, certain of the Plaintiffs' gave up former job, gave up their former domiciles,
8 and relocated to San Diego, California. All of the Plaintiffs incurred substantial expenses and have
9 suffered financial hardships and damages to their detriment as a result of Defendants' gross
10 misrepresentations regarding the terms and conditions of employment. But for Defendants' persistent
11 and repeated misrepresentations and false promises, Plaintiffs would not have accepted the job offers.

12 119. As a proximate result of the misrepresentations of Defendants, Plaintiffs were
13 persuaded to move from their respective domiciles, relinquishing homes, social relationships, pensions
14 from other jobs, employment with other companies, in order to accept employment with Defendants
15 in the belief that they were gaining "guaranteed" stability in employment and income. le and long
16 term employment. The disruption of their lives, and the costs and expenses associated with relocating
17 and accepting Defendants employment guarantees, have caused Plaintiffs to suffer damages and harm
18 in amounts to be proven at trial.

19 120. As a direct and proximate result of Defendants' conduct, Plaintiffs have been damaged
20 by the loss of the wages they were promised for a duration of at least five years or longer. Plaintiffs
21 seek double their actual damages resulting from Defendants' Section 970 misrepresentations pursuant
22 to the intent of Section 972 of the Labor Code.

23 121. Moreover, the conduct of Defendants constitute intentional misrepresentation, deceit
24 or concealment of material facts known to the Defendants with the intention of depriving Plaintiffs of
25 their property and/or legal rights or otherwise causing injury and was despicable conduct that subjected
26 Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights so as to justify an
27 award of punitive damages.

EIGHTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

In Violation of Business & Professions Code §17200

(As to Defendants and Does 1-50, Inclusive)

122. Plaintiffs hereby reallege and incorporate by reference, all previous paragraphs of this Complaint as though fully set forth herein.

123. Section 17200 of the California Business and Professions Code prohibits any unlawful, unfair or fraudulent business act or practice.

124. Plaintiffs bring this cause of action in a representative capacity on behalf of the general public and the persons affected by the unlawful and unfair conduct of Defendants described herein.

125. Plaintiffs have standing to bring this action pursuant to Business and Professions Code § 17204 as they have suffered an injury in fact and have lost money and/or property as a result of Defendants' unfair business practices.

126. Plaintiffs are informed and believe and thereon allege, that Defendants have engaged in unfair business practices, which include, but are not limited to, the acts and/or omissions detailed in this Complaint, which include violations of the California Labor Code, breach of contract, misrepresentation and fraud, and breach of the covenant of good faith and fair dealing.

127. Plaintiffs are informed and believe and thereon allege, that Defendants engaged in unfair, unlawful and fraudulent business practices by: (1) violating the California Labor Code; (2) negligently misrepresenting the terms of employment; (3) intentionally misrepresenting the terms of employment; (4) falsely promising the guarantee of employment; (5) breaching the contract; (6) breaching the covenant of good faith and fair dealing; and (7) unlawful misrepresentation inducing employees to take actions in detrimental reliance on their false statements and false promises and accept offers of employment working at GCE in San Diego, California.

128. In light of Defendants' unfair business practices in violation of the law, Plaintiffs, pursuant to Business and Professions Code § 17203, seeks from this Court disgorgement of all profits obtained by Defendants on the benefits it has withheld, restitution for all monetary benefits payable to

1 Plaintiffs but unreasonably and unfairly withheld, as well as a permanent injunction, enjoining
2 Defendants from: failing to comply with labor laws, negligently and intentionally misrepresenting
3 terms of employment, falsely promising the guarantee of employment, and breaching contracts and
4 the covenant of good faith and fair dealing.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE, PLAINTIFFS PRAY FOR RELIEF AS FOLLOWS:**

7 **ON THE FIRST CAUSE OF ACTION**

- 8 1. Upon the PAGA Cause of Action, for civil penalties pursuant to statute as set forth in
9 Labor Code §2698 et seq., for Defendant' violations of Labor Code § 2802;
10 2. Upon the PAGA Cause of Action, for attorneys' fees and costs pursuant to Labor Code
11 §2699 and any other applicable statute; and
12 3. For such other and further relief the Court may deem just and proper.

13 **ON THE SECOND THROUGH SEVENTH CAUSE OF ACTION**

- 14 1. For damages according to proof at trial, plus pre-judgment and post-judgment interest
15 at the legal rate;
16 2. For reasonable attorney's fees incurred herein;
17 3. For costs of suit incurred herein; and
18 4. For any and all further relief that the Court may deem just and proper

19 **ON THE EIGHTH CAUSE OF ACTION**

- 20 1. For restitution, including, but not limited to, lost income and back pay in amount
21 according to proof at time of trial;
22 2. That Defendants further be enjoined to cease and desist from unlawful activities in
23 violation of California Business and Professions Code § 17200;
24 3. For such other relief as may be just and proper.

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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFFS hereby demand trial of all issues so triable by jury.

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5 DATED: February 3, 2022

SW EMPLOYMENT LAW GROUP, APC

6
7 By: _____

Meghan Higday
Jacob N. Whitehead, Esq.

Meghan N. Higday, Esq.

Attorneys for Plaintiffs
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Exhibit A



May 27, 2021

Via Online Filing

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Via USPS First Class Mail

Tim Reed, Esq.
FordHarrison LLP
1901 Harrison Street, Suite 1650
Oakland, California 94612

Via Certified Mail

Corporation Service Company
Dba CSC – Lawyers Incorporating Service
Registered Agent for
Global Connections to Employment, Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

Re: Notice Pursuant to the Private Attorneys General Act, California Labor Code § 2699.3 (the “PAGA”)

Dear Sir(s) and/or Madam:

Please be advised that representative plaintiffs, Joseph Montague, Michael Dupont, Curtis Moore, Charisse Tabotabo, Renae Hillock, Unini Odaibo (“Plaintiffs”) have retained Whitehead Employment Law to represent them and other similarly-situated current and former employees (collectively, the “Aggrieved Employees”) of Global Connections to Employment, Inc., a Florida corporation, duly registered with the California Secretary of State to conduct business in California, and Does 1 through 20 (hereinafter “Defendants”) regarding claims of violation of the California Labor Code.

Defendants currently or formerly employed Plaintiffs and other Aggrieved Employees, who work or have worked as an exempt and/or non-exempt, hourly and/or salary, fulltime and/or part time employees, including but not limited to Training Specialist I, Training Specialist II, Electronic Health Records Specialist I, Electronic Health Records Specialist II, electronic Health Records Specialist III, and other similar positions (the “Covered Positions”). This notice formally serves to inform Defendants of Plaintiff’s intent to file a PAGA complaint against Defendants and bring causes of action for violations of the PAGA and for injunctive relief including, but not limited to claims for Defendants’ failure to reimburse work-related expenses.

As further detailed below, Defendants violated the provisions of California Labor Code § 2802.

Plaintiff Joseph Montague was hired by Defendants on approximately October 21, 2020, and was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Training Specialist II. Plaintiff was employed to work with the Defense Health Agency to work

at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

Plaintiff Michael Dupont was hired by Defendants on approximately October 26, 2020, and was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Training Specialist I. Plaintiff Dupont was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

Plaintiff Curtis Moore was hired by Defendants in approximately November of 2020, and was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Training Specialist II. Plaintiff was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

Plaintiff Charisse Tabotabo was hired by Defendants on approximately October 26, 2020, and was employed until approximately March 16, 2021, as a full-time, salary, exempt Training Specialist III. Plaintiff was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

Plaintiff Renae Hillock was hired by Defendants on approximately November 9, 2020, and was employed until approximately March 16, 2021, as a full-time, hourly, non-exempt Training Specialist I. Plaintiff was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

Plaintiff Unini Odaibo was hired by Defendants on approximately October 5, 2020, and was employed until approximately March 16, 2021, as a full-time, salary, exempt Training Specialist III. Plaintiff Odaibo was employed to work with the Defense Health Agency to work at military hospitals to implement, administer, train, and evaluate electronic health record systems and provide technical assistance to the assigned military hospitals.

During the relevant statutory period, Plaintiffs and the Aggrieved Employees had to utilize their personal cell phones for work related duties and functions. Plaintiff and the Aggrieved Employees would work remotely, via satellite coverage, with occasional travel to their home base hospital, Balboa Medical Center, or other hospital locations for implementation, training, or support for the electronic records system. Plaintiffs and Aggrieved Employees were provided no company phone but were required to use their phone while working remotely. Plaintiffs and the Aggrieved Employees used their personal cell phones to communicate with co-workers, supervisors, and hospital staff regarding expected job duties, system support, and training. Defendants required Plaintiffs and the Aggrieved Employees to a peripheral that split their personal phones, allowing a secure "phone" for the government contracted work. Plaintiffs and the Aggrieved Employees were required to download multiple apps, including but not limited to, UKG Work Clock, Trello, Teams, TelMediq, Outlook, Work, Authenticator, Zoom, and Todo. Plaintiffs and the Aggrieved Employees were required to use their cell phones daily. Due to Defendants not providing a work phone, a personal cell phone was necessary for employment with Defendants. At no time have Defendants ever reimbursed Plaintiffs or the

Aggrieved Employees for the expenses they incurred in the utilization of their personal cell phones.

Plaintiffs and the Aggrieved Employees were also required to utilize their personal laptops on a daily basis. Although Defendants provided Plaintiffs and the Aggrieved Employments with Google Chromebooks, they were incapable of running the high-level systems required to implement the electronic records systems for the Defense Health Agency's military hospital. Defendants' informed Plaintiffs and the Aggrieved Employees that they would receive government issued laptops capable of running the systems, but they never did. Plaintiffs reported the inability to use their laptops on multiple occasions but were never provided laptops that could run the required systems. Therefore, Plaintiffs and the Aggrieved Employees were required to use their personal laptops, and in some instances even buy new laptops, that were capable of performing their expected job duties. Plaintiffs and the Aggrieved Employees were required to use their laptops daily, while working remotely and while traveling to covered military hospitals, to troubleshoot, provide support, implement systems, attend meetings virtually, and attend virtual trainings. Due to Defendants' provided laptops not supporting the required systems, having a personal laptop was necessary for employment with Defendants. At no time have Defendants ever reimbursed Plaintiffs or the Aggrieved Employees for the expenses they incurred in the utilization of their personal laptops.

During the relevant statutory period, Plaintiffs and the Aggrieved Employees were required to use their personal wireless internet while working remotely from home. Plaintiffs and the Aggrieved Employees worked remotely, and occasionally travelled to other job site locations. While working remotely, Plaintiffs and the Aggrieved Employees were required to have an internet connection to connect to the Defense Health Agency's systems, and to attend virtual trainings and meetings. At no time have Defendants ever reimbursed Plaintiffs or the Aggrieved Employees for the expenses they incurred in the utilization of their personal wireless internet.

Furthermore, Plaintiffs and the Aggrieved Employees would be required to travel to multiple other military hospitals and clinics, without mileage reimbursement. Plaintiffs and the Aggrieved Employees would be required to do occasional in person technical support and trainings at military hospitals. At no time have Defendants ever reimbursed Plaintiffs and the Aggrieved Employees for the expenses they incurred in the utilization of their personal vehicles.

Plaintiffs are informed and believe that the said violations are ongoing, systematic and uniform. Plaintiffs intend to bring an action against Defendants under the PAGA to recover wages and penalties and for injunctive relief as provided by California law.¹

¹ Without limitation, Plaintiffs, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of § 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of § 96, § s 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of § 213, § s 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of § 226, § s 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of § 232, subdivision (c) of § 232.5, § s 233, 234, 351, 353, and 403, subdivision (b) of § 404, § s 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,

Failure To Reimburse Work-Related Expenses

Labor Code § 2802(a) provides, “*An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.*”

As described above, during the relevant statutory period, Plaintiffs and Aggrieved Employees daily utilize or utilized their personal cell phone to use Defendants’ required apps and to make calls or text co-workers and supervisors in the course of work-related duties with no reimbursement from Defendants. Plaintiffs and the Aggrieved Employees also daily utilized their personal laptops and personal wireless internet to access job required systems, provide technical support to military hospitals, and attend meetings and trainings virtually. Finally, Plaintiffs and the Aggrieved Employees also utilized their personal vehicles to travel to a multitude of clinics and hospitals without mileage reimbursement. Defendants violated Labor Code § 2802 and Plaintiffs and the Aggrieved Employees seek reimbursement of these work-related expenses incurred, as well as their attorney’s fees, penalties and interest thereon as permitted by § 2802.

Conclusion

In sum, as has been factually alleged, Defendants violated Labor Code § 2802. Plaintiffs on their own behalf and on behalf of all similarly situated Aggrieved Employees, seek to recover any and all applicable statutory penalties, and interest as provided by California law, as well as attorneys’ fees and civil penalties as provided for under Labor Code § 2699.

Plaintiffs request the LWDA to investigate the above claims and to provide notice of the agency’s intent to investigate under the PAGA’s provisions. Alternatively, Plaintiffs request the agency please inform them if it does not intend to investigate these violations so that they may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Sincerely,

WHITEHEAD EMPLOYMENT LAW



Meghan N. Higday

1102, 1102.5, and 1153, subdivisions (c) and (d) of § 1174, § s 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of § 1198.3, § s 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of § 1695.5, § s 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, § s 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of § 2673.1, § s 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of § 2929, and § s 3073.4, 6310, 6311, and 6399.7.