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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

LEYLA SHAMS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

REVATURE LLC, a Virginia corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV394270

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT:**

- 1. VIOLATION OF LABOR CODE § 2802;**
- 2. VIOLATION OF BUSINESS &
PROFESSIONS CODE § 16600;**
- 3. VIOLATION OF BUSINESS &
PROFESSIONS CODE § 17200;**
- 4. NEGLIGENT MISREPRESENTATION;
AND**
- 5. VIOLATION OF LABOR CODE §§ 2698,
ET SEQ.**

DEMAND OVER \$25,000.00

1 Plaintiff Leyla Shams (“Plaintiff”) hereby submits this Class Action Complaint
2 (“Complaint”) against Defendant Revature LLC (“Defendant”), and Does 1 through 50
3 (collectively, “Defendants”), as an individual and on behalf of a class of all other similarly
4 situated current and former employees of Defendant for damages and/or penalties for violations
5 of the California Labor Code, including without limitation, failing to reimburse business
6 expenses and requiring employees to purchase mandatory training, as follows:

7 **INTRODUCTION**

8 1. This class action is within the Court’s jurisdiction under California Labor Code
9 §§ 450, 2802, and 2698, *et seq.*, and Business & Professions Code §§ 16600 and 17200.

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code and Business & Professions Code against individuals
12 who worked for Defendant.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to reimburse business expenses and requiring
16 employees to purchase mandatory training.

17 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 have engaged in, among other things a system of willful violations of the California Labor Code
19 by creating and maintaining policies, practices and customs that knowingly deny employees the
20 above stated rights and benefits.

21 **JURISDICTION AND VENUE**

22 5. The Court has jurisdiction over the violations of the California Labor Code
23 §§ 450 and 2802 and Business & Professions Code §§ 16600 and 17200.

24 6. Venue is proper in Santa Clara County because employees of Defendant
25 performed work for Defendants in Santa Clara County, California.

26 **PARTIES**

27 7. Plaintiff was employed by Defendants as a “Associate” from about July 2021,
28 through about November 2, 2021. Plaintiff worked as an hourly employee.

1 8. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
2 complained of in this action in ways that have deprived her of the rights guaranteed by California
3 Labor Code §§ 450 and 2802, and Business & Professions Code §§ 16600 and 17200.

4 9. Plaintiff is informed and believes, and based thereon alleges, that Revature LLC
5 was and is a Virginia corporation doing business in California, as a talent development and
6 technology firm that provides technology outsourcing services throughout the State of California,
7 including Santa Clara County, California.

8 10. Plaintiff is informed and believes, and based thereon alleges, that at all times
9 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
10 and partnerships, licensed to do business and actually doing business in the State of California.
11 As such and based upon all the facts and circumstances incident to Defendants' business,
12 Defendants are subject to the California Labor Code.

13 11. Plaintiff does not know the true names or capacities, whether individual, partner
14 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
15 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
16 complaint when the true names and capacities are known. Plaintiff is informed and believes and
17 based thereon alleges that each of said fictitious defendants was responsible in some way for the
18 matters alleged herein and proximately caused Plaintiff and members of the general public and
19 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

20 12. At all times herein mentioned, each defendant participated in the doing of the acts
21 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
22 and each of them, were the agents, servants and employees of each of the other defendants, as
23 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
24 course and scope of said agency and employment.

25 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
26 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
27 joint venturer of, or working in concert with each of the other co-Defendants and was acting
28 within the course and scope of such agency, employment, joint venture, or concerted activity. To

1 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
2 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
3 Defendants.

4 14. At all times herein mentioned, Defendants, and each of them, were members of,
5 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
6 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

7 15. At all times herein mentioned, the acts and omissions of various Defendants, and
8 each of them, concurred and contributed to the various acts and omissions of each and all of the
9 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
10 herein mentioned, Defendants, and each of them, ratified each and every act or omission
11 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
12 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
13 damages as herein alleged.

14 **GENERAL ALLEGATIONS**

15 16. Defendants are well-established and provide talent development and technology
16 outsourcing services throughout the State of California.

17 17. Defendants employ individuals, like Plaintiff, to perform technological services
18 for them. Defendants sometimes placed employees to work at client locations, but did so only
19 subject to Defendants' consent.

20 18. Defendants required Plaintiff and Class members to participate in mandatory
21 training as a prerequisite to their employment ("Training Program"). Defendants required that
22 Plaintiff and Class members participate in the Training Program as a condition of employment.
23 During the Training Program and at other times during Plaintiff and the Class members'
24 employment, Defendants required them to use personal computers, home internet connections,
25 and/or cellular phones to perform necessary and essential functions of their positions. However,
26 Defendants did not reimburse or otherwise compensate employees for these reasonable and
27 necessary business expenses.

28 19. Neither Plaintiff, nor Class members, required the training provided by

Defendants to maintain a professional license.

20. Contrary to California law, Defendants purported to maintain the ability to request reimbursement from Plaintiff and the Class members for costs associated with the Training Program, if they did not maintain employment with Defendants for a specified period of time or if they were separated from employment for any reason.

21. On information and belief, Defendants knew or should have known this was an unlawful policy and employment contract under California law, but used this as leverage to restrict Plaintiff and the Class members' ability to engage in a lawful profession and/or trade. For example, Defendants sent notice to Plaintiff demanding reimbursement of in excess of \$30,000 dollars associated with its request for reimbursement of expenses for the Training Program. Defendants had no reasonable grounds for believing they could recover costs associated with the Training Program from their employees; yet, Defendants intended that Plaintiff and Class members rely on these misrepresentations. Plaintiff and the Class members relied on Defendants' misrepresentations and such reliance was a substantial factor in causing harm to Plaintiff and Class members.

22. As a result of Defendants' illegal conduct, Plaintiff and the Class members suffered harm under California's Labor Code and Business and Professions Code, as described more fully below.

CLASS ACTION ALLEGATIONS

23. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382:

- a. a class of all current and former employees who worked for Defendants at any time from February 11, 2018, through the present, in the State of California (the "Class").

Plaintiff also seeks certification of a subclass of individuals that includes:

- b. all current and former employees who worked for Defendants at any time from February 11, 2018, through the present, in the State of California and who participated in Defendant's Training Program (the "Training

Subclass”).

24. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to reimburse business expenses, including, but not limited to, the cost of using personal computers and/or internet connections, and required Plaintiff and the Class to purchase training in violation of Labor Code §§ 450 and 2802. Defendants also required Plaintiff and the Class to enter contracts that illegally restrained Plaintiff and the Class from engaging in a lawful profession and/or trade.

25. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California state and federal courts.

26. Defendants uniformly administered a corporate policy, practice of: (a) failing to reimburse business expenses and requiring Plaintiff and Class Members to purchase training in violation of Labor Code §§ 450 and 2802. Defendants also required Plaintiff to enter a contract that unlawfully restrained her from engaging in a lawful profession and/or trade.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to comply with Labor Code §§ 450 and 2802.

28. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendants’ policy and practice of: (a) failing to reimburse business expenses and requiring Plaintiff to purchase training in violation of Labor Code §§ 450 and 2802.

29. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the

1 Class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical
2 manner as the Class Members. As with other California employees, Plaintiff was required to
3 undergo Defendants' training program, and to pay Defendants for the cost of the training
4 program when her employment ended. In addition, as the training was performed remotely,
5 Plaintiff was required to use her own computer/internet for such training. However, Plaintiff was
6 not reimbursed any money for the costs incurred for using her own computer/internet for such
7 work-related purposes. Plaintiff was also required to utilize her own personal cellphone to
8 communicate with Defendants and its employees without any reimbursement of the costs
9 incurred for using her personal cell phone. Plaintiff also was required to sign a contract that
10 unlawfully restrained her from engaging in a lawful profession and/or trade. As such, Plaintiff is
11 a member of the Class and has suffered the alleged violations of California Labor Code §§ 450
12 and 2802, and Business & Professions Code § 16600.

13 30. The California Labor Code upon which Plaintiff bases some of these claims are
14 broadly remedial in nature. These laws and labor standards serve an important public interest in
15 establishing minimum working conditions and standards in California. These laws and labor
16 standards protect the average working employee from exploitation by employers who may seek
17 to take advantage of superior economic and bargaining power in setting onerous terms and
18 conditions of employment.

19 31. The nature of this action and the format of laws available to Plaintiff and
20 members of the Class identified herein make the class action format a particularly efficient and
21 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
22 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
23 advantage since it would be able to exploit and overwhelm the limited resources of each
24 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
25 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
26 employees who would be disinclined to file an action against their former and/or current
27 employer for real and justifiable fear of retaliation and permanent damage to their careers at
28 subsequent employment.

1 32. The prosecution of separate actions by the individual class members, even if
2 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
3 to individual Class members against the Defendants and which would establish potentially
4 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
5 individual Class members which would, as a practical matter, be dispositive of the interest of the
6 other Class members not parties to the adjudications or which would substantially impair or
7 impede the ability of the Class members to protect their interests. Further, the claims of the
8 individual members of the Class are not sufficiently large to warrant vigorous individual
9 prosecution considering all of the concomitant costs and expenses.

10 33. Such a pattern, practice and uniform administration of corporate policy regarding
11 illegal employee compensation described herein is unlawful and creates an entitlement to
12 recovery by Plaintiff and the Class identified herein, in a civil action, for failing to reimburse for
13 business expenses and failing to pay earned wages in a timely manner, applicable penalties,
14 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code
15 § 2802, and Code of Civil Procedure § 1021.5.

16 34. Proof of a common business practice or factual pattern, which the named Plaintiff
17 experienced and is representative of, will establish the right of each of the members of the
18 Plaintiff Class to recovery on the causes of action alleged herein.

19 35. The Class is commonly entitled to a specific fund with respect to the
20 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
21 restitution of those funds being improperly withheld by Defendants. This action is brought for
22 the benefit of the entire class and will result in the creation of a common fund.

23 **FIRST CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE § 2802**

25 **(BY PLAINTIFF, THE CLASS, AND THE TRAINING PROGRAM SUBCLASS**
26 **AGAINST ALL DEFENDANTS)**

27 36. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
28 though fully set forth herein.

1 37. This cause of action is brought pursuant to Labor Code § 2802, which provides
2 that employees are entitled to be indemnified for expenses and losses in discharging the duties of
3 their employers. Defendants violated this provision by failing to reimburse employees for all
4 business-related expenses, including without limitation, the costs of the Training Program
5 required to work for Defendants and the costs incurred with use of personal cellular phones.
6 Defendants regularly required Plaintiff and other employees to undergo Defendants' Training
7 Program, use their computer and internet for work-related purposes, and use their personal cell
8 phones in order to communicate.

9 38. Defendants required Plaintiff and similarly situated employees to repay the cost of
10 the Training Program if they did not meet certain requirements, including the length of tenure
11 with Defendants as employer.

12 39. Defendants had a uniform corporate pattern and practice and procedure regarding
13 the above practices in violation of Labor Code § 2802.

14 40. Such a pattern, practice and uniform administration of corporate policy regarding
15 illegal employee compensation as described herein is unlawful and creates an entitlement to
16 recovery by Plaintiff and the Class identified herein in a civil action, for the unpaid balance of
17 the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs
18 of suit according to the mandate of California Labor Code § 2802.

19 **SECOND CAUSE OF ACTION**

20 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 16600**

21 **(BY PLAINTIFF, THE CLASS, AND THE TRAINING PROGRAM SUBCLASS**

22 **AGAINST ALL DEFENDANTS)**

23 41. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
24 though fully set forth herein.

25 42. Defendants entered into, implemented, and enforced express agreements that are
26 unlawful and void under Business & Professions Code § 16600.

27 43. Defendants' agreements prevented employees like Plaintiff and the Class from
28 engaging in a lawful profession and/or trade because they purported to require Plaintiff and Class

1 members to repay the cost of the Training Program if they did not work for Defendants for a
2 specified time or otherwise separated from employment.

3 44. Defendants' agreements are contrary to California's settled legislative policy in
4 favor of open competition and employee mobility and are therefore void and unlawful.

5 45. Defendants' agreements were not intended to protect and were not limited to
6 protect any legitimate proprietary interest of Defendants.

7 46. Defendants' agreements and conspiracy do not fall within any statutory exception
8 to Section 16600.

9 47. Accordingly, Plaintiff and members of the Class seek a judicial declaration that
10 Defendants' agreements are void as a matter of law under Section 16600, and a permanent
11 injunction enjoining Defendants' from ever again entering into similar agreements in violation of
12 Section 16600.

13 **THIRD CAUSE OF ACTION**

14 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**

15 **(BY PLAINTIFF, THE CLASS, AND THE TRAINING PROGRAM SUBCLASS**
16 **AGAINST ALL DEFENDANTS)**

17 48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
18 though fully set forth herein.

19 49. Defendants, and each of them, have engaged and continue to engage in unfair and
20 unlawful business practices in California by practicing, employing, and utilizing the employment
21 practices outlined above, including by: (a) failing to provide proper reimbursements to
22 employees who incurred work-related expenses and/or participated in the Training Program, as
23 outlined above.

24 50. Defendants' utilization of such unfair and unlawful business practices constitutes
25 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

26 51. Plaintiff seeks, individually and on behalf of other members of the Class similarly
27 situated, full restitution of monies, as necessary and according to proof, to restore any and all
28 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices

1 complained of herein.

2 52. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
4 as proscribed by California Business & Professions Code § 17200, *et seq.*, including those set
5 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
6 working condition standards and conditions due to them under the California laws as specifically
7 described therein.

8 **FOURTH CAUSE OF ACTION**

9 **NEGLIGENT MISREPRESENTATION**

10 **(BY PLAINTIFF, THE CLASS, AND THE TRAINING PROGRAM SUBCLASS**
11 **AGAINST ALL DEFENDANTS)**

12 53. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
13 though fully set forth herein.

14 54. Defendants represented to Plaintiffs and Class members that Defendants
15 maintained the ability to request reimbursement from Plaintiff and the Class members for costs
16 associated with the Training Program, if they did not maintain employment with Defendants for
17 a specified period of time or if they were separated from employment for any reason.

18 55. On information and belief, Defendants knew or should have known this was an
19 unlawful policy and employment contract under California law, but used this as leverage to
20 restrict Plaintiff and the Class members' ability to engage in a lawful profession and/or trade.
21 For example, Defendants sent notice to Plaintiff demanding reimbursement of in excess of
22 \$30,000 dollars associated with its request for reimbursement of expenses for the Training
23 Program. Defendants had no reasonable grounds for believing they could recover costs
24 associated with the Training Program from their employees; yet, Defendants intended that
25 Plaintiff and Class members rely on these misrepresentations.

26 56. Plaintiff and the Class members reasonably relied on Defendants'
27 misrepresentations and such reliance was a substantial factor in causing harm to Plaintiff and
28 Class members.

1 57. By engaging in the aforementioned acts, Defendants, and each of them, injured
2 Plaintiff and Class members, causing Plaintiff and Class members to be damaged in amount
3 according to proof.

4 **FIFTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE §§ 2698, *ET SEQ.***

6 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
7 **DEFENDANTS)**

8 58. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
9 though fully set forth herein.

10 59. Plaintiff brings this cause of action as a proxy for the State of California and in
11 this capacity, seeks penalties on behalf of all Aggrieved Employees from November 22, 2020,
12 through the present, for Defendants' violations of Labor Code §§ 204, 450, and 2802, and the
13 applicable Wage Orders, as identified above for: (a) requiring employees like Plaintiff to
14 purchase training from Defendants in violation of Labor Code §§ 450 and 2802; (b) failing to
15 reimburse employees like Plaintiff for mandatory training and use of personal computers,
16 internet, and cellular telephones in violation of Labor Code § 2802; and (c) failing to pay
17 employees like Plaintiff in a timely manner, as required by Labor Code § 204.

18 60. On or about November 22, 2021, Plaintiff sent written notice to the California
19 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
20 §§ 204, 450, and 2802, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General
21 Act ("PAGA"). Plaintiff also sent written notice of said Labor Code violations to Defendant via
22 certified mail pursuant to Labor Code § 2699.3. As of the date of the filing of this Complaint,
23 the LWDA has not provided written notice regarding whether it intends to investigate the Labor
24 Code violations set forth in Plaintiff's written notice.

25 61. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and
26 all applicable civil penalties for Defendants' violation of Labor Code §§ 204, 450, and 2802, for
27 the time period described above, on behalf of herself and other Aggrieved Employees.

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed Class;
- 5 2. For an order appointing Plaintiff as the representative of the Class as described
6 herein;
- 7 3. For an order appointing counsel for Plaintiff as class counsel;
- 8 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
9 California Labor Code § 2802, and for costs and attorneys' fees ;
- 10 5. Upon the Second Cause of Action, for injunctive and declaratory relief for
11 Defendants' violation of Business & Professions Code § 16600;
- 12 6. Upon the Third Cause of Action, for restitution to Plaintiff and other similarly
13 affected members of the general public of all funds unlawfully acquired by Defendants by means
14 of any acts or practices declared by this Court to be in violation of Business & Professions Code
15 § 17200, *et seq.*, for the time periods described above;
- 16 7. Upon the Fourth Cause of Action, for monetary damages against Defendants in an
17 amount to be proven at trial;
- 18 8. Upon the Fifth Cause of Action, or civil penalties according to proof pursuant to
19 the PAGA, Labor Code Section 210, 2698, *et seq.*, and for costs and attorneys' fees;
- 20 9. On all causes of action, for attorneys' fees and costs as provided by California
21 Labor Code § 2802, 2698, *et seq.*, and Code of Civil Procedure § 1021.5; and
- 22 10. For such other and further relief as the Court may deem just and proper.

23 DATED: February 11, 2022

DIVERSITY LAW GROUP, P.C.

24
25 By: _____



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