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15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**

17 SHARON LANE CHIN, individually and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 TESLA, INC.,

22 Defendant.

Case No.: _____

***CLASS ACTION COMPLAINT FOR
VIOLATION OF THE WARN ACT, 29
U.S.C. §2101, ET SEQ.; VIOLATION OF
THE WARN ACT, CALIFORNIA LABOR
CODE § 1400, ET SEQ.; AND VIOLATION
OF CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT, § 2699***

23 Sharon Lane Chin (“Plaintiff”) on behalf of herself and a class of those similarly situated,
24 by way of Complaint against Tesla, Inc. (“Tesla” or “Defendant”) by and through her counsel
25 alleges as follows:

26 1. This is a Class Action Complaint brought under the Worker Adjustment and
27 Retraining Notification Act, 29 USC § 2101-2109 (the “WARN Act”) and the California Worker
28 Adjustment and Retraining Notification Act, Cal. Lab. Code § 1400, et. seq.(“the California
WARN Act”), by the Plaintiff on her own behalf and on behalf of the other similarly situated

1 persons against Defendant Tesla, their employer for WARN Act and California WARN Act
2 purposes. This Action is also brought pursuant to the California Private Attorneys General Act
3 (“PAGA”) § 2699 for penalties arising from Defendant’s violation of the Labor Code.
4

5 2. Plaintiff and the other similarly situated employees were employees of Defendant
6 Tesla, Inc., pursuant to the WARN Act’s single employer rule.

7 3. Plaintiff and other similarly situated employees of Defendant were terminated as
8 part of, or as a result of a mass layoff and plant closings, under federal and California law
9 (hereinafter, “Plant Closings”), ordered by the Defendant on or about April 14, 2024 and
10 thereafter.
11

12 4. Defendant violated the WARN Act and the California WARN Act by failing to
13 give Plaintiff and other similarly situated employees of the Defendant at least 60 days’ advance
14 written notice of termination, as required. As a consequence, Plaintiff and other similarly situated
15 employees of Defendant are entitled under the WARN Act to recover from Defendant their
16 wages and ERISA benefits for 60 days, none of which has been paid.
17

18 **JURISDICTION AND VENUE**

19 5. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and
20 29 U.S.C § 2104 (a)(5). The Court has supplemental jurisdiction over the state law claims
21 pursuant to 28 U.S.C § 1367(a) because they are so related to this action that they form part of
22 the same case or controversy.
23

24 6. This Court has personal jurisdiction over Defendant because it is registered to do
25 business in this District and venue is proper in this District pursuant to 29 U.S.C. § 2104(a)(5)
26 since Defendant transacts business in the Northern District of California.
27

THE PARTIES

1
2 7. Plaintiff Sharon Lane Chin, an adult resident and citizen of Alameda County,
3 California, was employed by Tesla, Inc., a single employer under the WARN Act, and worked at
4 the Tesla manufacturing plant in Dublin, California (the “Facility”) as a Parts Advisor until her
5 termination on or about April 19, 202 Pursuant to the California WARN Act, California Labor
6 Code § 1400, et seq., “employee” is defined as any person employed for at least six months of
7 the twelve months preceding the date on which notice is required. Plaintiff and other Class
8 Members were employed by Defendants for at least six months of the twelve months preceding
9 the date on which the notice referred to herein was required.
10

11
12 8. Defendant Tesla, Inc., a Delaware corporation, at all relevant times maintained a
13 manufacturing facility at Dublin, California.

14 **SUBSTANTIVE ALLEGATIONS**

15 9. Until their termination by Defendant, the Plaintiff and other similarly situated
16 persons were employees of Defendant who worked at or reported to the Facility and who were
17 terminated as part of or as a reasonably foreseeable result of mass layoffs ordered and carried out
18 by Defendant on or about April 14, 2024, and thereafter.

19
20 10. Upon information and belief, Defendant, as a single employer, owned and
21 operated the Facility at all times relevant to this action.

22
23 11. On or about April 14, 2024, and thereafter, Defendant, as a single employer,
24 ordered the termination of the Plaintiff’s employment together with the termination of more than
25 10% of its employees who worked at or reported to the Facility as part of plant closings for
26 which they were entitled to receive 60 days advance written notice.
27

1 18. Plaintiff and proposed class members are “affected employee(s)” subject to an
2 “employment loss,” as those terms are defined in the WARN Act, 29 U.S.C. § 2101(a)(5) and
3 (6).

4 19. Plaintiff and proposed class members were subjected to “plant closings” and/or
5 “mass layoffs” as those terms are defined in the federal WARN Act, 29 U.S.C. § 210.
6

7 20. Plaintiff and the proposed class members are “employees” at a “covered
8 establishment” subject to a “mass layoff” and/or “termination” as those terms are defined in the
9 California WARN Act, California Labor Code § 1400(h), (a), (d) and (f), respectively.
10

11 21. On or about April 14, 2024, Defendant terminated Plaintiff’s employment as
12 defined by 29 U.S.C. § 2101 (a)(2), (3), for which she was entitled to receive sixty (60) days
13 advance written notice under the WARN Act.

14 22. Defendant failed to give Plaintiff the statutorily required sixty (60) days advanced
15 written notice as required.

16 23. Upon information and belief, at or about the time that Plaintiff was discharged on
17 or about April 14, 2024, Defendant discharged approximately 14,000 Other Similarly Situated
18 Former Employees at the Facility without cause on their part.
19

20 24. Common questions of law and fact are applicable to all the members of the Class.

21 25. The common questions of law and fact arise from and concern the following facts
22 and actions, among others, that Defendant committed or failed to commit as to all members of
23 the Class: whether all Class members enjoyed the protection of the WARN Act and California
24 WARN Act; whether Defendants’ employee terminations on or about November 30, 2016,
25 constitute “plant closings,” “terminations,” and/or “mass layoffs” under the WARN Act; whether
26
27

1 Defendants failed to provide the notices required by the WARN Act (29 U.S.C. § 2102(b) and
2 California WARN Act (Cal. Labor Code § 1401); and the appropriate formulae to measure
3 damages under the WARN Act and California WARN Act.

4
5 26. The question of law and fact common to the members of the Class, as above
6 noted, predominate over any questions affecting only individual members, and thus, this Class
7 claim is superior to other available methods for the fair and efficient adjudication of this
8 controversy.

9
10 27. Plaintiff's claims are typical of the claims of other members of the Class in that,
11 for each of the several acts described above, Plaintiff and the Class are, or were, an injured party.

12 28. Plaintiff will fairly and adequately protect and represent the interests of the Class.

13 29. Plaintiff has the time and resources to prosecute this action and has retained
14 counsel who have extensive experience in matters involving employee rights, the WARN Act,
15 and class action litigation.

16
17 30. The Class is so numerous as to render joinder of all members impracticable as
18 there are approximately 14,000 persons who are included in the Class.

19 31. The Class meets the requirements of Fed. R. Civ. P. 23(a) for class certification.

20 32. The Class meets the requirements of Fed. R. Civ. P 23(b)(3) because the questions
21 of law or fact common to the members of the Class predominate over any questions affecting
22 only individual members, and a class action is superior to other available methods for the fair
23 and efficient adjudication of the controversy.

24
25 33. Concentrating all the potential litigation concerning the rights of the Class
26 members in this court with avoid a multiplicity of suits, will conserve judicial resources and the
27

1 resources of the parties, and is the most efficient means of resolving the rights of all the Class
2 members.

3 34. On information and belief, the identity of the Class members is contained in the
4 books and records of Defendant.

5 35. Further, class action treatment of this action is authorized and appropriate under
6 the WARN Act (29 U.S.C. § 2104(a)(5)) and California WARN Act (Cal. Labor Code § 1404),
7 which provide that a plaintiff seeking to enforce liabilities under the WARN Act may sue either
8 on behalf of his or her self, for other persons similarly situated, or both
9

10 36. As a result of Defendant's violation of the WARN Act and California WARN
11 Act, Plaintiff and the other members of the Class have been damaged in amounts equal to the
12 sum of: (a) their respective lost wages, salaries, commissions, bonuses, accrued holiday pay,
13 401(k) contributions for sixty (60) calendar days; (b) the health and medical insurance and other
14 fringe benefits that they would have received or had the benefit of receiving, for a period of sixty
15 (60) calendar days after the dates of their termination; and (c) medical expenses incurred during
16 such period by such persons that would have been covered and paid under the then applicable
17 employee benefit plans had that coverage continued for that period.
18

19
20 **CLAIMS FOR RELIEF**

21 **COUNT I**

22 **Violation of the WARN ACT, 29 USC §§ 2101, et seq.**

23 37. Plaintiff re-alleges and incorporates all preceding paragraphs as if set forth in full
24 herein.
25
26
27

1 38. At all relevant times, Defendant employed more than 100 employees who in the
2 aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United
3 States.

4 39. At all relevant times, Defendant was an “employer”, as that term is defined in 29
5 U.S.C. § 2101(a)(1), 20 C.F.R. § 639(a), and continued to operate as a business until it ordered
6 terminations at the Facility.
7

8 40. Defendant constituted a “single employer” of Plaintiff and Class members under
9 the WARN Act.
10

11 41. On or about April 14, 2024, Defendant as a single employer ordered termination
12 at the Facility.

13 42. The Termination at the Facility resulted in “employment losses,” as that term is
14 defined by 29 U.S.C. §2101(a)(2) for at least fifty (50) of Defendant’s employees at the Facility
15 as well as 33% of Defendant’s workforce at the Facility, excluding “part-time employees,” as
16 that term is defined by the WARN Act. 29 U.S.C. § 2101(a)(8).
17

18 43. Plaintiff and each of the members of the Class were discharged by Defendant
19 without cause on their part, as part of or as the reasonably foreseeable result of the termination
20 ordered by Defendant at the Facility.
21

22 44. Plaintiff and each of the other members of the Class are “affected employees” of
23 Defendant within the meaning of 29 U.S.C. §2101 (a)(5)

24 45. Defendant was required by the WARN Act to give Plaintiff and each of the other
25 members of the Class at least sixty (60) days advanced written notice of their termination.
26
27

1 46. Defendant failed to give Plaintiff and other members of the Class written notice
2 that complied with the requirements of the WARN Act.

3 47. Plaintiff and each of the members of the Class are an “aggrieved employee” of
4 Defendant as that term is defined in 29 U.S.C. §2104(a)(7).
5

6 48. Defendant failed to pay Plaintiff and each of the other members of the Class their
7 respective wages, salary, commissions, bonuses, accrued holiday pay, and accrued vacation for
8 60 days following their respective terminations and failed to make the pension and 401(k)
9 contributions and provide employee benefits under ERISA, other than health insurance, for 60
10 days from and after the dates of their termination.
11

12 **COUNT II**

13 **Violation of the CALIFORNIA WARN ACT, Cal. Lab. Code § 1400, et seq.**

14 49. Plaintiff re-alleges and incorporates all preceding paragraphs as if set forth in full
15 herein.

16 50. Tesla is an “employer” within the meaning of the California WARN Act, Cal.
17 Lab. Code § 1400, et. seq.
18

19 51. Tesla employed 75 or more persons within the preceding 12 months and is a
20 “covered establishment” within the meaning of the California WARN Act, Cal. Lab. Code §
21 1400(a).
22

23 52. Plaintiff and those she seeks to represent were at all relevant times “employees”
24 within the meaning of the Cal. Lab. Code § 1400(h). Pursuant to the California WARN Act,
25 California Labor Code § 1400, et seq., “employee” is defined as any person employed for at least
26 six months of the twelve months preceding the date on which notice is required. Plaintiff and
27

1 other Class Members were employed by Defendants for at least six months of the twelve months
2 preceding the date on which the notice referred to herein was required.

3 53. The termination at the Facility constituted a “layoff,” “mass layoff,” or
4 “termination” as defined in Cal. Lab. Code § 1400(c), (d), and (f) in that it was a permanent or
5 temporary shutdown of a single site of employment that resulted in an employment loss for 50 or
6 more employees. Upon information and belief, the shutdown will last longer than 30 days.

7 54. The California WARN Act requires employers to provide 60-days’ notice of any
8 mass layoff, relocation, or termination to “the employees of the covered establishment covered
9 by the order” under Cal. Lab. Code §1401(a)(1).
10

11 55. On information and belief, prior to April 14, 2024, Defendant did not give any
12 prior written notice of the layoff, mass layoff, or termination to any “employee,” including
13 Plaintiff and those she seeks to represent, as that term is defined in Cal. Lab. Code § 1400(b).
14

15 56. Defendant violated the California WARN Act by failing to give timely written
16 notice of the mass layoff as required by Cal. Lab. Code § 1401, which began on or about April 9,
17 2024. On information and belief, Tesla did not notify the State of California, Employment
18 Development Department, or the chief elected officials of the city or county as required by Cal.
19 Lab. Code § 1401 in advance of the “mass layoff” or “termination.”
20

21 57. As such, Plaintiff and those she seeks to represent are “employee[s]” within the
22 meaning of the Cal. Lab. Code § 1400(h).
23

24 58. The California WARN Act expressly permits a person to bring a civil action
25 individually and on behalf of all those similarly situated to seek relief for violations of the
26 provisions of Cal. Lab. Code § 1404.44.
27

1 (a) An employer who fails to give notice as required by paragraph (1) of subdivision
2 (a) of Section 1401 before ordering a mass layoff, relocation, or termination is liable
3 to each employee entitled to notice who lost his or her employment for:

4 (1) Back pay at the average regular rate of compensation received by the
5 employee during the last three years of his or her employment, or the
6 employee's final rate of compensation, whichever is higher.

7 (2) The value of the cost of any benefits to which the employee would have been
8 entitled had his or her employment not been lost, including the cost of any
9 medical expenses incurred by the employee that would have been covered
10 under an employee benefit plan.

11 (b) Liability under this section is calculated for the period of the employer's violation,
12 up to a maximum of 60 days, or one-half the number of days that the employee was
13 employed by the employer, whichever period is smaller.

14 64. Plaintiff and all aggrieved employees seek civil penalties pursuant to Labor Code
15 § 2699(a) for each failure by Defendant, alleged above, to timely provide written notice.

16 65. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the Labor
17 and Workforce Development Agency ("LWDA") with notice of her intention to file this claim.
18 The time period has elapsed for the LWDA to respond, without any notice to Plaintiff. Plaintiff
19 has satisfied the administrative prerequisites to commence this civil action.

20 66. Plaintiff seeks the aforementioned penalties on behalf of the State, other
21 aggrieved employees, and herself as set forth in Labor Code § 2699(h).

22 67. Defendant is liable to Plaintiff, all aggrieved employees, and the State of
23 California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff and all
24 aggrieved employees are also entitled to an award of attorneys' fees and costs as set forth below.

25 68. Wherefore, Plaintiff and all aggrieved employees pray for relief as set forth
26 below.

COUNT IV

Penalties under the Private Attorneys General Section 2699(f)

69. Plaintiff re-alleges and incorporates all preceding paragraphs as if set forth in full herein.

70. Labor Code § 2699(f) provides: For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation[.]

71. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for each pay period in which Plaintiff was aggrieved, in the amounts established by Labor Code § 2699(f).

72. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with notice of their intention to file this claim. The time period has elapsed for the LWDA to respond, without any notice to Plaintiff. Plaintiff has satisfied the administrative prerequisites to commence this civil action.

73. Plaintiff and all aggrieved employees seek the aforementioned penalties on behalf of the State, other aggrieved employees, and themselves as set forth in Labor Code § 2699(h).

1 74. Defendant is liable to Plaintiff, all aggrieved employees, and the State of
2 California for the civil penalties set forth in this Complaint, with interest thereon.

3 75. Plaintiff and all aggrieved employees are also entitled to an award of attorneys'
4 fees and costs as set forth below.

5 76. Wherefore, Plaintiff and all aggrieved employees pray for relief as set forth
6 below.
7

8 WHEREFORE, Plaintiff and Class members demand judgment, against Defendant as
9 follows:

- 10 a. An amount equal to the sum of unpaid wages, salary, commissions,
11 bonuses, accrued holiday pay, accrued vacation pay pension, and
12 401(k).contributions and other ERISA benefits, for sixty (60) working
13 days following the member employee's termination, that would have been
14 covered and paid under the then applicable employee benefit plan that
15 coverage continued for that period, all determined following the WARN
16 Act and California WARN Act;
17
18 b. Certification that, pursuant to Fed. R. Civ. P. 23(a) and (b) and the WARN
19 Act, 29 U.S.C. §2104(a)(5), and the California WARN Act, Plaintiff and
20 the Class Members constitute a single class;
21
22 c. Interest as allowed by law on the amounts owed under the preceding
23 paragraphs;
24
25 d. Appointment of the undersigned attorneys as Class Counsel;
26
27

- 1 e. Appointment of Plaintiff as the Class Representative and payment of
2 reasonable compensation for their services as such;
3
4 f. The reasonable attorneys' fees and the costs and disbursements the
5 Plaintiff incur in prosecuting this action, as authorized by the WARN Act,
6 29 U.S.C. §2104(a)(6) and California WARN Act; and
7
8 g. Such other and further relief as this Court may deem just and proper.

9
10 **JURY TRIAL DEMANDED**

11 A jury trial is demanded by Plaintiff on all claims so triable.

12 Dated this 27th day of June, 2024.

13 */s/ Daniel Feder*

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