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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
13 **CENTRAL CIVIL WEST – COMPLEX**

14 Tanisha Merriweather, individually and on
15 behalf of herself and all others similarly
16 situated,

17 Plaintiff,

18 v.

19 Neilson Financial Services LLC, a Limited
20 Liability Corporation; NFS Insurance Agency
21 LLC, a Limited Liability Corporation; and
22 DOES 1 through 10,

23 Defendants.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 11 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: Steven Drew, Deputy

Case No. **18STCV00421**

**CLASS ACTION COMPLAINT FOR
DAMAGES:**

1. Violation of Cal. WARN Act,
Cal. Labor Code § 1400 *et seq.*

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT FOR DAMAGES

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I. SUMMARY OF CASE

1. After several years operating an insurance sales office in Los Angeles, California, Defendant Neilson Financial Services LLC (“Neilson”) decided to close up shop. It did not notify its employees of this decision, until August 20, 2018, when Neilson laid off over 100 employees.

2. Under such circumstances, the California WARN Act requires an employer to give at least 60 days advanced notice of layoffs. This notice is intended to give employees 60 days to prepare for the loss of their job, such as by finding another job.

3. If an employer does not provide the required notice, the California WARN Act requires the employer to pay each affected employee up to 60 days’ worth of wages and job benefits.

4. Because Neilson’s Los Angeles office closure violated the California WARN Act, Plaintiff Tanisha Merriweather brings this action, on behalf of herself and other similarly situated employees, to recover the wages and benefits Neilson owes them.

II. JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to California Code of Civil Procedure (CCP) § 410.10. Damages exceed the jurisdictional minimum of this Court.

6. Venue is proper in Los Angeles County, pursuant to CCP § 395 and § 395.5, because Defendants’ principal place of business is located in this county; Defendants’ liability arose in this county; Defendants resides in this county; and Defendants are registered with the State of California to conduct business in this county.

III. PARTIES

7. Plaintiff Tanisha Merriweather is a resident of Los Angeles County, California, and was employed by Neilson until August 20, 2018, when she—along with over a hundred other employees—was laid off with no advanced notice.

8. Defendant Neilson Financial Services LLC is a California limited liability corporation, with its principal place of business at 6080 Center Dr. #300, Los Angeles, CA 90045.

9. Defendant NFS Insurance Agency LLC is a California limited liability corporation, with its principal place of business at 6080 Center Dr. #300, Los Angeles, CA 90045. Its California insurance license number is 0K70211.

10. Aside from Neilson Financial Services LLC and NFS Insurance Agency LLC (collectively, “Neilson”), the true names and capacities of Defendants are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated as DOES 1 through 10 are legally responsible in some manner for the unlawful acts alleged herein. When such DOES’ identities become known, Plaintiff will seek leave of the Court to amend the Complaint to reflect each DOE’s true name and capacity.

IV. FACTUAL ALLEGATIONS

A. Nielson Sells Life Insurance in California

11. Neilson sells life insurance policies in the California insurance market. In particular, it sells its own branded life insurance product, Seniors United Insurance, which is underwritten by Fidelity.¹

12. Nielson is headquartered in Los Angeles, California. During the relevant time period, it maintained its California headquarters at 6080 Center Drive, Suite 300, Los Angeles, California 90045.

B. The Mass Layoff

13. On August 20, 2018, around 8:00 am, the managers of Neilson's 6080 Center Drive location called their approximately 125 employees into a meeting. They said Neilson was shutting down this location, effective immediately, and everyone was being laid off—except for a skeleton crew, consisting of a few managers and customer service representatives. All insurance salespeople were let go.

14. Neilson did not give advance notice of this layoff so that employees could get their lives in order. Many employees took on debt obligations that they could have avoided had they known that they would soon be out of a job.

C. The California WARN Act

15. The California WARN Act, Cal. Labor Code § 1400 *et seq.*, requires employers at a “covered establishment” (75 or more employees) give 60 days’ notice before a mass layoff (of 50 or more employees), a relocation, or a cessation of doing business. Employers must give notice not only to employees, but also to the relevant California government agency, the Employment Development

¹ <https://tinyurl.com/su-life-ins>.

1 Department. *See* Cal. Labor Code § 1401(a).

2 16. Employers are excused from providing notice of a mass layoff only if there is a
3 “physical calamity” (such as an earthquake) or “act of war.” § 1401(b).

4 17. If an employer fails to give notice of a mass layoff, relocation, or cessation of business,
5 its employees are entitled to recover: up to 60 days of wages (at their regular rate of pay), and the value
6 of any employment benefits that the employee would have received during that time (such as payment
7 of medical expenses under a health insurance plan, or matching contributions to a 401(k) retirement
8 plan). *See* § 1402.

9 **D. Neilson Failed to Give the Required Notice**

10 18. Neilson did not provide advance notice to employees at its Los Angeles office that they
11 would be terminated on August 20, 2018. Notice was only provided the day of the layoffs.

12 19. The Employment Development Department also did not receive a WARN notice from
13 Neilson, according to the Department’s records.²

14 **V. PLAINTIFF’S EXPERIENCE**

15 20. Tanisha Merriweather was employed by Neilson as a life insurance salesperson at its
16 Los Angeles office since February 2017. On a monthly basis, she earned about \$3,350 in base pay, and
17 an average commission of \$1,000 to \$1,500.

18 21. On August 20, 2018, her manager called her into a company-wide meeting of the Los
19 Angeles office. She, along with most of her co-workers, were terminated—effective immediately. She
20 received no prior notice that there would be layoffs.

21 **VI. CLASS ALLEGATIONS**

22 22. Plaintiff bring this class action, pursuant to CCP § 382 and Cal. Labor Code § 1404,
23 individually and on behalf of all members of the following Class:

24 All Neilson employees who were terminated from employment at Neilson’s Los Angeles,
25 California site on or within 30 days of August 20, 2018, without being provided 60 days’
written notice of a mass layoff, relocation, or termination of business.

26 23. Plaintiff reserves the right to modify or amend the definition of the proposed Class

27 ² *See* <https://tinyurl.com/edd-july1-sept25> (no WARN notice received from Neilson for the period July
28 1, 2018, to September 25, 2018); <https://tinyurl.com/edd-2017-2018> (no WARN notice received from
Neilson for the period July 1, 2017 to June 30, 2018).

1 before the Court determines whether certification is appropriate.

2 24. There are over 100 Class members, making it impracticable for all to appear before the
3 Court.

4 25. Membership in the Class can be determined from Neilson's own records.

5 26. There are questions of law and fact common to the Class, which predominate over any
6 questions affecting only individual Class members. These common questions of law and fact include,
7 without limitation:

8 a. Whether the provisions of the California WARN Act apply;

9 b. Whether Neilson engaged in a "mass layoff," "relocation," or "termination" of business,
10 under the California WARN Act;

11 c. Whether Neilson failed to provide the required notice under the California WARN Act;

12 d. The measure of damages and/or penalties owed under the California WARN Act;

13 27. Plaintiff's claims are typical of those of other Class members because Plaintiff, like
14 other Class members, was laid off on or around August 20, 2018.

15 28. Plaintiff will fairly and adequately represent and protect the interests of the members of
16 the Class. Plaintiff has retained counsel that is competent and experienced in litigating employment and
17 WARN-related class actions. Neither Plaintiff nor Plaintiff's counsel have any interests that conflict
18 with the interests of the proposed Class.

19 29. A class action is superior to other available methods for the fair and efficient
20 adjudication of this controversy because joinder of all the members of the Class is impracticable; the
21 defendants acted or refused to act on grounds generally applicable to the Class; and the adjudication of
22 this controversy through a class action will avoid the possibility of inconsistent and potentially
23 conflicting adjudication of the asserted claims. Furthermore, there are no special difficulties in the
24 management of this litigation as a class action.

25 30. Damages for any individual Class member are likely insufficient to justify the cost of
26 individual litigation, so that in the absence of class treatment, Defendants' violations of law inflicting
27 substantial damages in the aggregate would go unremedied.

28

1 **COUNT I: CALIFORNIA WARN ACT**

2 31. Plaintiff incorporates the above allegations as if fully set forth herein.

3 32. Defendants are “employers” that operate a “covered establishment” under the California
4 WARN Act, Cal. Labor Code § 1400 *et seq.*, because they run a business enterprise that employs 75 or
5 more employees.

6 33. Defendants engaged in a “mass layoff” because they terminated 50 or more employees
7 within a 30-day period.

8 34. Defendants engaged in a “relocation” by moving substantially all of their California
9 sales operations to the United Kingdom.

10 35. None of the exemptions to the notice requirements of the California WARN Act applies.

11 36. Defendants willfully violated the California WARN Act by failing to provide the
12 required notice.

13 37. Plaintiff and all similarly situated former employees have been damaged by Defendants’
14 conduct constituting violations of the California WARN Act and are entitled to damages for their back
15 pay and associated benefits for each day of the violation.

16 38. Defendants have not acted in good faith nor with reasonable grounds to believe its acts
17 or omissions were not a violation of the California WARN Act.

18 **VII. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually and on behalf of all Class members, requests judgment be
20 entered against Defendants and that the Court grant the following:

- 21 a. An order determining that this action may be maintained as a class action;
22 b. Designation of Plaintiff as a class representative and Plaintiff’s attorneys as class
23 counsel;
24 c. Judgment against Defendants for Plaintiff’s and Class members’ asserted causes of
25 action;
26 d. Appropriate declaratory relief against Defendants;
27 e. An award of all applicable damages;
28 f. Prejudgment interest;

- 1 g. An award of reasonable attorney's fees and other litigation costs; and
2 h. Any other relief to which Plaintiff and the Class may be entitled.

3 **VIII. DEMAND FOR JURY TRIAL**

4 Plaintiffs demand a trial by jury for all issues so triable.

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6
7 Dated: October 11, 2018

By: 

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