

1 SHANNON LISS-RIORDAN (SBN 310719)  
 (sliss@llrlaw.com)  
 2 THOMAS FOWLER (*pro hac vice* forthcoming)  
 (tfowler@llrlaw.com)  
 3 LICHTEN & LISS-RIORDAN, P.C.  
 4 729 Boylston Street, Suite 2000  
 Boston, MA 02116  
 5 Telephone: (617) 994-5800  
 6 Facsimile: (617) 994-5801

7 *Attorneys for Plaintiffs Emmanuel Cornet,*  
 8 *Justine De Caires, Grae Kindel, Alexis Camacho,*  
 9 *and Jessica Pan, on behalf of themselves*  
*and all others similarly situated*

10  
 11 **UNITED STATES DISTRICT COURT**  
 12 **NORTHERN DISTRICT OF CALIFORNIA**  
 13 **SAN FRANCISCO DIVISION**

14 Case No. 3:22-cv-06857

15 EMMANUEL CORNET, JUSTINE DE  
 16 CAIRES, GRAE KINDEL, ALEXIS  
 CAMACHO, AND JESSICA PAN, on behalf of  
 themselves and all others similarly situated,

**FIRST AMENDED CLASS ACTION  
 COMPLAINT AND JURY DEMAND**

17 Plaintiffs,

18 v.

19 TWITTER, INC.

20 Defendant

- 21 1. BREACH OF CONTRACT
- 22 2. BREACH OF CONTRACT (THIRD-
- 23 PARTY BENEFICIARY)
- 24 3. PROMISSORY ESTOPPEL
- 25 4. VIOLATION OF WARN ACT
- 26 (29 U.S.C. §§ 2101 *ET SEQ.*)
- 27 5. VIOLATION OF CALIFORNIA
- 28 WARN ACT (CAL. LAB. CODE §§
- 1400 *ET SEQ.*)
6. DECLARATORY JUDGMENT ACT,
- 28 U.S.C. §§ 2201-02

1 **I. INTRODUCTION**

2 1. Plaintiffs Emmanuel Cornet, Justine De Caires, Grae Kindel, Alexis Camacho,  
3 and Jessica Pan file this Class Action Complaint against Defendant Twitter, Inc. (“Twitter”), on  
4 their own behalf and on behalf of thousands of other Twitter employees, challenging the  
5 company’s breach of contract with its workforce regarding benefits and severance, asserting  
6 claims of promissory estoppel, and challenging the company’s violation of the federal Worker  
7 Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 *et seq.* (the “WARN Act”), as  
8 well as the California WARN Act, Cal. Lab. Code § 1400 *et seq.* (the “California WARN Act”).  
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10 2. As described further below, multi-billionaire Elon Musk recently purchased  
11 Twitter and immediately began laying off half its workforce. Twitter employees had been  
12 promised that, should layoffs occur after the sale of the company, they would be entitled to the  
13 same benefits and severance that employees had previously received. However, following  
14 Musk’s purchase of the company, Twitter reneged on this agreement.

15 3. In addition, Twitter began laying off employees without providing all of them  
16 with the required notice under the federal and California WARN Acts.

17 4. Twitter employees had also been promised that, following the sale of the  
18 company, they could continue working remotely for at least a year. However, after Musk’s  
19 purchase of the company, he ordered that remaining employees would have to return to working  
20 at the office (with few exceptions).

21 5. Twitter has stated that laid off employees would receive severance agreements  
22 this week. Plaintiffs are very concerned that employees will be asked to sign away their rights  
23 without notice that they have legal claims to additional benefits and severance and that these  
24 legal claims have already been filed on their behalf.

25 6. Indeed, another company owned by Elon Musk, Tesla, recently engaged in mass  
26 layoffs without notice. That company attempted to obtain releases from laid off employees  
27

1 without informing them of their rights under the federal or California WARN Acts. A federal  
2 court subsequently ordered the company to provide employees notice of the claims that had been  
3 filed on their behalf. See Lynch v. Tesla, Inc., 2022 WL 42952953, at \*6 (W.D. Tex. Sept. 16,  
4 2022).

5  
6 7. Plaintiffs file this action, bringing claims of breach of contract, promissory  
7 estoppel, and violation of the federal and California WARN Acts, and seek to ensure that Twitter  
8 not solicit releases of claims of any employees without informing them of the pendency of this  
9 action and their right to pursue these claims.

10 8. Plaintiffs seek immediate injunctive relief, as well as a declaratory judgment  
11 under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-02, on behalf of themselves and all  
12 similarly situated employees.

13 **II. PARTIES**

14 9. Plaintiff Emmanuel Cornet is an adult resident of San Francisco, California,  
15 where he worked for Twitter from January 2021 until his layoff on November 1, 2022.

16 10. Plaintiff Justine De Caires is an adult resident of San Francisco, California, where  
17 they have worked as an employee of Twitter assigned to Twitter's San Francisco office. On  
18 November 4, 2022, Twitter informed Plaintiff De Caires that they have been laid off effective,  
19 January 4, 2023.

20 11. Plaintiff Grae Kindel is an adult resident of Medford, Massachusetts, where they  
21 have worked as an employee of Twitter assigned to Twitter's office in Cambridge,  
22 Massachusetts. On November 4, 2022, Twitter informed Plaintiff Kindel that they have been laid  
23 off effective January 4, 2023.

24 12. Plaintiff Alexis Camacho is an adult resident of Honolulu, Hawaii, where they  
25 have worked as an employee of Twitter assigned to Twitter's headquarters in San Francisco,  
26 California.





1 Frustration Reign as Elon Musk Cuts Half of Twitter’s Staff, NEW YORK TIMES (November 4,  
2 2022), <https://www.nytimes.com/2022/11/04/technology/elon-musk-twitter-layoffs.html>.

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4 31. Following his purchase of the company, Musk also announced that he was ending  
5 Twitter’s remote work policy and that employees who were not laid off would need to begin  
6 working at company offices, with few exceptions.

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8 32. Twitter did not give 60 days advance written notice to all employees who were  
9 being laid off, as required by the federal WARN Act, and for employees in California, the  
10 California WARN Act. Nor were all affected employees given pay in substitution for federal or  
11 California WARN Act notice.

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13 33. For example, Plaintiff Cornet was let go as part of the mass layoff, on November  
14 1, 2022. Twitter did not provide 60 days advance written notice (or any advance notice at all) to  
15 Plaintiff Cornet regarding his layoff. Nor did Twitter offer pay to Plaintiff Cornet in lieu of the  
16 notice.

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18 34. Since Musk’s purchase of the company, other employees have also been laid off  
19 without receiving 60 days (or any) advance written notice or any offer of pay in lieu of the notice.

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21 35. For a number of employees who were laid off, Twitter did provide 60 days notice,  
22 and it informed them that they would receive severance pay in the amount of one month’s pay.  
23 Plaintiffs De Caires, Kindel, and Pan were informed they would receive one month’s pay as  
24 severance, following their termination date on January 4, 2023.

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26 36. However, Twitter’s previous policy had provided for greater severance pay and  
27 benefits for laid off employees. The previous policy had provided for at least two months’ pay  
28 (or more, depending on the employee’s length of service), bonus plan compensation, cash value  
of equity that would have vested within three months from the separation date, and a cash  
contribution for health care continuation.

1           37. While Musk attempted to claim that the pay employees would receive during the  
2 two months between their notification of layoff and their final termination date was severance  
3 pay, this pay is not severance pay. Twitter appears to have offered this period of payment to  
4 some employees (including Plaintiffs De Caires, Kindel, and Pan) in an attempt to comply with  
5 the federal or California WARN Act.

6           38. Employees (including Plaintiffs Cornet, De Caires, Kindel, and Pan) had  
7 reasonably relied to their detriment on Twitter's earlier promise that employees subject to layoff  
8 after Musk's purchase of the company would receive at least as favorable severance pay and  
9 benefits as they would have received prior to his purchase of the company. Based on that  
10 promise, they did not seek or obtain employment elsewhere during the uncertain time period  
11 prior to Musk's purchase of the company.

12           39. Likewise, employees who were not laid off following Musk's purchase of the  
13 company also reasonably relied to their detriment on the Twitter's earlier promise that they could  
14 continue such benefits as working remotely after his purchase of the company. Plaintiff  
15 Camacho reports to the San Francisco office but has resided in Honolulu, Hawaii, which has  
16 been possible based upon Twitter's allowance for remote work. Employees such as Camacho  
17 are now subject to harm based upon Musk's sudden abolition of that remote work policy and also  
18 have been harmed due to having passed up the opportunity to search for other jobs when the job  
19 market was more favorable.

20           40. Like many employees who were subject to layoffs shortly after Musk's purchase  
21 of the company, Plaintiffs De Caires, Pan, and Kindel were locked out of their company accounts  
22 on November 3, 2022, and then provided with notice on November 4, 2022, that they were being  
23 laid off as of January 4, 2023. The documentation that Twitter provided to these Plaintiffs stated  
24 that their severance package would only consist of a month's base pay following their  
25 termination, and that they would only receive the severance if they signed a release of all claims.  
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1           41.     Twitter has stated that it will distribute these releases to laid off employees  
2 beginning this week (the week of November 7, 2022). Plaintiffs are concerned that, absent court  
3 intervention, Twitter will seek releases from laid off employees without informing them of their  
4 rights, Twitter’s contractual, promissory, and statutory obligations, or the pendency of this case.  
5 Plaintiffs therefore seek immediate relief to ensure that Twitter does not violate the law and then  
6 seek to obtain releases from its thousands of employees who do not have notice of their rights or  
7 the pendency of the claims brought here on their behalf.  
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9           42.     Indeed, Elon Musk engaged in similar behavior with respect to mass layoffs  
10 conducted earlier this year at another company he owns, Tesla. In the summer of 2022, Tesla  
11 engaged in mass layoffs without providing advanced written notice as required by the federal and  
12 California WARN Acts. Former Tesla employees brought a suit against Tesla for these  
13 violations. See Lynch et al. v. Tesla, Inc., Civ. Act. No., 1:22-cv-00597-RP (W.D. Tex.). Tesla  
14 sought to obtain full releases of all federal and California WARN Act claims in exchange for  
15 small severance payments for less than the employees were legally entitled to, as alleged in the  
16 federal lawsuit. (Tesla offered one or two weeks’ severance pay, rather than the 60 days’ pay  
17 required to satisfy the federal and California WARN Acts). See Lynch, 2022 WL 4295295, at  
18 \*1-4.) A federal court ruled that Tesla’s conduct was “misleading because [the separation  
19 agreements] fail to inform potential class members of this lawsuit and the rights that they are  
20 potentially giving up under the WARN Act.” Id. at \*4.  
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1 WHEREFORE, Plaintiffs request that this Court enter the following relief:

- 2 a. Declare and find that the Defendant is liable to Plaintiffs and other similarly situated  
3 Twitter employees as the result of Defendant's breach of its contracts with its  
4 employees;
- 5 b. Declare and find that the Defendant is liable to Plaintiffs and other and other similarly  
6 situated Twitter employees as third-party beneficiaries, as the result of Defendant's  
7 breach of its merger agreement;
- 8 c. Declare and find that the Defendant is liable to Plaintiffs and other and other similarly  
9 situated Twitter employees under the doctrine of promissory estoppel;
- 10 d. Declare and find that the Defendant has violated the federal WARN Act, 29 U.S.C. §  
11 2101 *et seq.* and the California WARN Act, Cal. Lab. Code §§ 1400 *et seq.*;
- 12 e. Certify this case as a class action;
- 13 f. Enter declaratory relief and an injunction enjoining Twitter from seeking releases of  
14 claims asserted herein from employees without first informing them of their rights  
15 under the law, the pendency of this lawsuit, and contact information for Plaintiffs'  
16 counsel;
- 17 g. Award compensatory damages, in an amount according to proof;
- 18 h. Award pre- and post-judgment interest;
- 19 i. Award reasonable attorneys' fees, costs, and expenses; and
- 20 j. Award any other relief to which the Plaintiffs and other Twitter employees may be  
21 entitled.  
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1 Respectfully submitted,

2 EMMANUEL CORNET, JUSTINE DE CAIRES,  
3 GRAE KINDEL, ALEXIS CAMACHO, AND  
4 JESSICA PAN, on behalf of themselves and all  
others similarly situated,

5 By their attorneys,

6  
7 /s/ Shannon Liss-Riordan  
8 Shannon Liss-Riordan, SBN 310719  
9 Thomas Fowler (*pro hac vice* forthcoming)  
10 LICHTEN & LISS-RIORDAN, P.C.  
11 729 Boylston Street, Suite 2000  
12 Boston, MA 02116  
13 (617) 994-5800  
14 Email: sliss@llrlaw.com; tfowler@llrlaw.com

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