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 8 *on behalf of herself and all others similarly situated*

9  
 10 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
 11 **SAN FRANCISCO DIVISION**

12  
 13 CHRISTINA GADALA, on behalf of herself  
 14 and all others similarly situated,

15 Plaintiff,

16 v.

17 TWITTER, INC. and TEKSYSTEMS, INC.

18 Defendants  
 19  
 20

Case No. 3:23-cv-1595

**CLASS ACTION COMPLAINT AND  
 JURY DEMAND**

1. VIOLATION OF WARN ACT  
(29 U.S.C. §§ 2101 *ET SEQ.*)
2. VIOLATION OF CALIFORNIA  
WARN ACT (CAL. LAB. CODE §§  
1400 *ET SEQ.*)

1  
2 **I. INTRODUCTION**

3 1. Plaintiff Christina Gadala files this Class Action Complaint against Defendants  
4 Twitter, Inc. (“Twitter”) and TEKsystems, Inc. (“TEKsystems”), on her own behalf and on  
5 behalf of other similarly situated employees, challenging Defendants’ violation of the federal  
6 Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 *et seq.* (the “federal  
7 WARN Act”) and, for those employees who were hired through TEKsystems’s office in  
8 California and/or worked in California, the California WARN Act, Cal. Lab. Code § 1400 *et seq.*  
9 (the “California WARN Act”).

10 2. As described further below, Plaintiff, along with numerous other similarly  
11 situated employees, were employed by Twitter through TEKsystems, an employee staffing  
12 company. While these employees were classified as employees of TEKsystems, the duties that  
13 they performed for Twitter were indistinguishable from the employees who were employed  
14 directly by Twitter. Twitter referred to these employees as its “contingent workforce.”

15 3. Multi-billionaire Elon Musk purchased Twitter in October 2022 and immediately  
16 began laying off more than half its workforce. On November 12, 2022, Twitter laid off  
17 numerous employees across the country who worked for Twitter and were paid through  
18 TEKsystems, including Plaintiff, without providing them with the required notice under the  
19 federal or California WARN Act or any payment in lieu of notice.

20 **II. PARTIES**

21 4. Plaintiff Christina Gadala is an adult resident of Miami, Florida. Plaintiff Gadala  
22 worked for Twitter, and was paid through TEKsystems, as a Senior Scala Engineer. She worked  
23 remotely but was hired by Twitter through TEKsystems’ office in San Francisco, California. She  
24 worked for Twitter from approximately June 1, 2021, until she was laid off on November 12,  
25 2022.

26 5. Plaintiff brings this lawsuit as a Rule 23 class action on behalf of all affected  
27 employees who were employed by Twitter and paid through TEKsystems and were terminated in  
28 connection with Elon Musk’s slashing of Twitter’s workforce, across the United States.

1           6. Defendant Twitter, Inc. (“Twitter”) is a Delaware corporation, headquartered in  
2 San Francisco, California.

3           7. Defendant TEKsystems, Inc. (“TEKsystems”), is a Maryland corporation,  
4 headquartered in Hanover, Maryland. It has multiple offices located in this District, including an  
5 office in San Francisco, California.

6 **III. JURISDICTION**

7           8. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and  
8 29 U.S.C. § 2104(a)(5).

9           9. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiff’s  
10 state law claim, because that claim derives from a common nucleus of operative facts with  
11 Plaintiff’s federal claim.

12           10. This Court has personal jurisdiction over Twitter, as it is headquartered in this  
13 District and conducts substantial business operations in this District.

14           11. This Court has personal jurisdiction over TEKsystems, as it has multiple offices  
15 in this District, including one in San Francisco, California, and conducts substantial business  
16 operations in this District.

17 **IV. STATEMENT OF FACTS**

18           12. Twitter is a social media company that employs thousands of people across the  
19 United States.

20           13. In addition to individuals employed directly by Twitter, Twitter has employed  
21 many employees who are paid through a staffing company, TEKsystems. There is no distinction  
22 between the work performed by Twitter’s direct employees and the work performed by the  
23 individuals whom Twitter paid through TEKsystems. Twitter dealt directly with these employees  
24 throughout the hiring process, including interviewing them and negotiating their compensation.  
25 These employees were directly supervised by Twitter managers, were assigned to Twitter offices,  
26 and Twitter provided the equipment they used for work. Twitter also provided these employees  
27 with Twitter email addresses and expected them to follow Twitter’s policies.  
28

1           14. As part of the hiring process, Plaintiff signed an agreement titled “All Hours  
2 Employment Contract (California Only)” that identified her role as Senior Scala Engineer at  
3 Twitter. She was instructed to return a signed copy of the agreement prior to starting work at  
4 Twitter to: TEKsystems, 221 Main St. Suite 200, San Francisco, CA 94105.

5           15. Plaintiff’s interactions with TEKsystems primarily involved communications with  
6 the company’s recruiter and account manager, who were located in San Francisco, California.  
7 Plaintiff had minimal, if any, contact with any TEKsystems’ office besides the San Francisco  
8 office. Thus, for purposes of TEKsystems, she reported to its San Francisco, California office.

9           16. The employees Twitter paid through TEKsystems were not temporary employees.  
10 Defendants routinely told these employees that it was their intention that they would be (or have  
11 the opportunity to be) transitioned to direct Twitter employees.

12           17. In April 2022, it was announced that multi-billionaire Elon Musk would be  
13 purchasing Twitter.

14           18. Following Elon Musk’s purchase of Twitter in late October 2022, Musk  
15 immediately began a mass layoff that has affected well more than half of Twitter’s workforce.  
16 See Kate Conger, Ryan Mac, and Mike Isaac, Confusion and Frustration Reign as Elon Musk  
17 Cuts Half of Twitter’s Staff, NEW YORK TIMES (November 4, 2022),  
18 <https://www.nytimes.com/2022/11/04/technology/elon-musk-twitter-layoffs.html>; Kate Conger,  
19 Ryan Mac, and Mike Isaac, In Latest Round of Job Cuts, Twitter is said to Layoff at Least 200  
20 Employees, NEW YORK TIMES (February 26, 2023),  
21 <https://www.nytimes.com/2023/02/26/technology/twitter-layoffs.html>; Ryan Morrison, Twitter  
22 ‘lays off 10% of its global workforce’ in Elon Musk’s latest job cuts, TECHMONITOR (February  
23 27, 2023, updated March 9, 2023) (“The Company’s headcount is down 75%.”),  
24 <https://techmonitor.ai/policy/digital-economy/twitter-job-cuts-elon-musk>.

25           19. Twitter began its mass layoff by terminating thousands of employees who Twitter  
26 employed directly during late October and early November 2022.  
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1 20. Then, beginning on November 12, 2022, Twitter began laying off its employees  
2 who were paid through TEKsystems.

3 21. Plaintiff, like other Twitter employees who were paid through TEKsystems, was  
4 abruptly laid off on or about November 12, 2022. While some Twitter employees who were paid  
5 through TEKsystems received an email stating that they were being laid off, others, like Plaintiff  
6 did not. The employees' access to Twitter's systems, including but not limited to their Twitter  
7 email account and the Company's Slack messaging, was cut off without any notice.  
8

9 22. Defendants did not give 60 days advance written notice to the employees paid  
10 through TEKsystems who Twitter laid off, as required by the federal and California WARN Acts.  
11 Nor were the affected employees given pay in substitution for federal and California WARN Act  
12 notice.

13 23. These layoffs of employees who were paid through TEKsystems are part of the  
14 same mass layoffs affecting employees directly employed by Twitter. Twitter is a joint or single  
15 employer of the employees who were paid through TEKsystems, and thus Twitter is likewise  
16 responsible for complying with federal and state labor laws protecting these employees,  
17 including the federal and California WARN Acts.  
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19 **COUNT I**  
20 **Federal WARN Act**

21 Plaintiff and other affected employees who have worked for Twitter and been paid  
22 through TEKsystems have been entitled to the rights, protections, and benefits provided under  
23 the federal WARN Act, 29 U.S.C. § 2101 et. seq. 24. Defendants are subject to the notice and  
24 back pay requirements of the federal WARN Act because Twitter and TEKsystems are business  
25 enterprises that employed 100 or more employees, excluding part-time employees, and/or,  
26 employed 100 or more employees who in the aggregate work at least 4,000 hours per week  
27 (exclusive of overtime), as defined in the WARN Act. 29 U.S.C. §§ 2101(1)(A) and(B).  
28 Defendants have conducted mass layoffs but have not provided affected employees with the  
required notice under the federal WARN Act.

1 **COUNT II**  
2 **California WARN Act**

3 Plaintiff and other affected employees who have worked for Twitter and paid through  
4 TEKsystems have been entitled to the rights, protections, and benefits provided under the  
5 California WARN Act, Cal. Lab. Code § 1400 *et seq.* Defendants are subject to the notice and  
6 back pay requirements of the California WARN Act because Twitter and TEKsystems are  
7 business enterprises that employed 75 or more employees, as defined in the California WARN  
8 Act, Cal. Lab. Code § 1400(a). Defendants are conducted mass layoffs but have not provided  
9 affected employees with the required notice under the California WARN Act.

10 **JURY DEMAND**

11 Plaintiff requests a trial by jury on these claims.  
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14 WHEREFORE, Plaintiff requests that this Court enter the following relief:

- 15 a. Declare and find that the Defendants have violated the federal WARN Act, 29 U.S.C.  
16 § 2101 *et seq.*, and the California WARN Act, Cal. Lab. Code §§ 1400 *et seq.*;  
17 b. Certify this case as a class action;  
18 c. Award compensatory damages and penalties, in an amount according to proof;  
19 d. Award pre- and post-judgment interest;  
20 e. Award reasonable attorneys' fees, costs, and expenses; and  
21 f. Award any other relief to which Plaintiff and other similarly situated employees may  
22 be entitled.  
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Respectfully submitted,

ANGELICA GADALA, on behalf of herself and all others similarly situated,

By her attorneys,

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