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and all others similarly situated*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

SERGIO GIANCASPRO, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

NETWORK TRAVEL EXPERIENCES,
INC., a Delaware corporation;
STREETTEAM SOFTWARE, LLC, a
Delaware corporation; and DOES 1 through
20, inclusive,

Defendants.

Case No.

**CLASS AND COLLECTIVE
ACTION**

COMPLAINT FOR DAMAGES:

- 1. VIOLATION OF THE WARN ACT**
- 2. VIOLATION OF THE CAL-WARN ACT**
- 3. FAILURE TO PAY EARNED WAGES;**
- 4. FAILURE TO REIMBURSE**
- 5. FAILURE TO PAY WAGES DUE ON TERMINATION**
- 6. VIOLATION OF THE FAIR LABOR STANDARDS ACT;**
- 7. UNFAIR BUSINESS PRACTICES;**

DEMAND FOR JURY TRIAL

Plaintiff Sergio Giancaspro (“**Giancaspro**” or “**Plaintiff**”), on behalf of himself
and all others similarly situated, alleges for his Complaint against Defendants
Network Travel Experiences, Inc., a Delaware corporation (“**NTE**”); StreetTeam

1 Software, LLC, a Delaware corporation (“**StreetTeam**”); and DOES 1 through 20,
2 inclusive (collectively with NTE and StreetTeam, “**Defendants**”) as follows:

3
4 **NATURE OF THE ACTION**

5 1. NTE and StreetTeam are U.S. subsidiaries of international music and
6 travel startup Pollen. The London-based startup, founded by two mega-wealthy
7 brothers, throws large and lavish music festivals around the world. It touts itself as a
8 “pair[ing] world-class entertainment with exciting destinations,” and offers employees
9 a chance to “live a bigger life.” Pollen proclaims that it is “backed by prominent
10 investors and has raised over \$200 million in VC funding.”

11 2. The party ended in August 2022. Pollen’s executives severely
12 mismanaged the hundreds of millions with which they were entrusted. Shortly after
13 completing a massive funding round, Pollen cancelled a series of widely-publicized
14 festivals. It announced in mid-August that it was entering administration, the U.K.
15 equivalent of bankruptcy.

16 3. This left Pollen’s U.S. subsidiaries and their employees adrift. After a
17 series of late payroll payments, the subsidiaries stopped paying employees altogether
18 as of July 1, 2022. They then laid off all employees—without notice or warning—on
19 August 10, 2022, effective immediately. Employees were left with millions of dollars
20 in unpaid wages and expense reimbursements.

21 4. Giancaspro brings this action on behalf of himself and similarly situated
22 former employees for failure to pay earned wages and reimburse expenses, and for
23 failure to provide mandatory advanced notice of the layoffs under federal and state
24 labor laws.

25
26 **PARTIES**

27 5. Giancaspro is a lawful permanent resident of the United States and a
28 resident of Los Angeles, California.

1 6. NTE is a Delaware corporation with its principal place of business in
2 Henderson, Nevada.

3 7. StreetTeam is a Delaware limited liability company with its principal
4 place of business in Henderson, Nevada.

5 8. On information and belief, StreetTeam and NTE operate as a common
6 enterprise. Plaintiff is informed and believes that both operate from shared offices and
7 share officers and managers, and that both merely serve as constituent parts of a single
8 business under the complete control of Pollen, managing the U.S. operations of
9 Pollen. Both NTE and StreetTeam are U.S. subsidiaries of Pollen, which is formally
10 known as StreetTeam Software Limited, a U.K. limited company.

11 9. Due to the corporate structure and lack of transparency of Defendants and
12 their various affiliates and operations, Plaintiff is currently unaware of the names or
13 capacities of Defendants Does 1 through 20, inclusive. Plaintiff is informed and
14 believes that each of them is in some manner legally responsible for the acts,
15 omissions, and damages alleged herein. On information and belief, certain of the Doe
16 defendants maintained control over Plaintiff's and other employees' wages, hours, and
17 working conditions, and are, thus employers and "joint employers" with the named
18 Defendants under federal and state law. On information and belief, certain of the
19 Does and named Defendants operated as a joint enterprise, sharing interlocking
20 offices, officers, directors, managers, operating under common control, and serving as
21 parts of a single business unit and concerted operation. Plaintiff is further informed
22 and believes that certain of the Doe defendants operated as principals, agents, or alter
23 egos of the other Defendants, failed to observe corporate formalities, commingled
24 funds, were undercapitalized, and diverted funds with knowledge of Defendants
25 impending insolvency. It would sanction a fraud or injustice to recognize the
26 corporate separateness of these Defendants.

JURISDICTION AND VENUE

10. This Court has federal question jurisdiction under 28 U.S.C. § 1338(a) because this action arises, in part, under federal statute including the WARN Act, 29 U.S.C. § 2102, and the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”)

11. The Court has supplemental jurisdiction over Plaintiff’s state-law claims under 28 U.S.C. § 1367.

12. Venue is proper under 28 U.S.C. § 1391(b) as a substantial part of the events giving rise to this case occurred in the Central District of California. Plaintiff was employed at all times in this District, his wages and benefits were due in this District, and he was required to receive layoff notices in this District.

FACTS COMMON TO ALL CAUSES OF ACTION

13. Giancaspro and hundreds of other full-time employees worked for NTE and StreetTeam in California and elsewhere in the United States.

14. Beginning in or about early 2022, and despite raising abundant investor capital, Pollen and its U.S. subsidiaries began facing financial difficulties. They repeatedly missed payroll to their U.S. workforce, blaming their payroll processor and “human error.” Employees’ pay and reimbursements were persistently late.

15. In April and May 2022, NTE began laying off employees without advanced notice or plausible explanation. Giancaspro is informed and believes that they laid off approximately 200 employees during this period.

16. Once again, NTE missed payroll due on June 30, 2022. When questioned about this missed payment and the company’s financial stability, Pollen’s co-founder and CEO represented on July 1 that the delay was due to Pollen “closing a transaction with a large, well-known entertainment company,” and was “an isolated, one-off event.” When questioned about whether Pollen could meet payroll going forward, he responded: “Yes, absolutely we can.”

17. These representations were false. On July 16, 2022, NTE made a

1 payment to employees via wire transfer rather than their ordinary payroll method,
 2 reflecting the pay period up to June 30. Thereafter, NTE stopped paying Plaintiff and
 3 other employees altogether, despite their continuing to work.

4 18. It has since acknowledged that many employees are due wages “in
 5 arrears,” reflecting the period of June 30 through August 10. NTE has also failed to
 6 reimburse its employees for their business-related expenses.

7 19. On August 10, 2022, NTE notified its hundreds of employees, including
 8 Plaintiff, that they were terminated, effective immediately. It did not give them 60
 9 days’ notice as required by the Worker Adjustment and Retraining Notification Act,
 10 29 U.S.C. § 2101, *et seq.* (the “**WARN Act**”) or the California counterpart, California
 11 Labor Code § 1400, *et seq.* (the “**Cal-WARN Act**”). Nor did it pay them their final
 12 wages due on termination, inclusive of vacation and other compensable time.

14 **CLASS AND COLLECTIVE ACTION ALLEGATIONS**

15 ***Class Allegations***

16 20. Plaintiffs seek to represent the following classes:

17 **Main Class**: All persons in the United States who were laid off by
 18 Defendants between April and August 2022.

19 **California Layoff Subclass**: All members of the Main Class who were
 20 employed by Defendants in California.

21 **California Wage Subclass**: All California employees in the Main Class
 22 who were employed on or after June 30, 2022.

23 **California Reimbursement Subclass**. All California employees in the
 24 Main Class who incurred reasonable and necessary expenses related to
 25 their employment with Defendants, which remained unpaid at the time of
 26 termination.

27 The California Layoff Subclass, California Wage Subclass, and California
 28 Reimbursement Subclass are referred to as the “**California Subclasses**.” Plaintiff

1 reserves his right to modify these class definitions as information is developed during
2 discovery.

3 21. The stated classes are each estimated to include well over 200 members,
4 meaning that it is so numerous that joinder of the all members is impracticable.

5 22. Plaintiff will fairly and adequately protect the interests of the putative
6 classes. He has retained experienced counsel competent in the fields of employment
7 law and class/representative litigation. Plaintiff has no interest that is contrary to the
8 interests of the classes.

9 23. A class action is the superior method of adjudicating this dispute in a fair
10 and efficient manner. Each of the members of the class and subclasses suffered the
11 same injury by virtue of the same conduct on the part of Defendants. Due to the
12 relatively small damages suffered by each class member, the burden of individual
13 litigation would make it impossible or unreasonably difficult to individually seek
14 redress.

15 24. Common questions of law and fact predominate because Defendants
16 have acted in an identical manner with regard to each class member. Among other
17 common questions of fact and law are:

18 a. Whether Defendants acted as a common enterprise, alter egos, or
19 joint employers with one another;

20 b. Whether Defendants timely paid the earned wages of class
21 members throughout 2022;

22 c. Whether Defendants failed to pay earned wages of class members
23 after June 30, 2022;

24 d. Whether Defendants failed to reimburse class members for their
25 reasonable and necessary business expenses incurred or submitted after June 30, 2022;

26 e. Whether Defendants gave appropriate WARN Act notices before
27 laying off class members and whether they had any legal excuse or justification for
28 failing to do so;

1 f. Whether Defendants gave Cal-WARN Act notices to California
2 class members and whether they had any legal excuse or justification for failing to do
3 so;

4 g. Whether Defendants failed to pay laid off employees their final
5 wages (inclusive of vacation and other compensable time) upon termination;

6 h. Whether Defendants' failure to pay final wages was "willful"
7 within the meaning of California Labor Code § 203, entitling class members to
8 "waiting time" penalties;

9 25. Plaintiff is unaware of any reason why a class action would not be
10 manageable.

11 ***FLSA Collective Action***

12 26. Plaintiff seeks to pursue claims under the FLSA as a collective action on
13 behalf of all persons who were employees of Defendants during 2022 and who were
14 not timely paid minimum wage and/or overtime by virtue of Defendants' failure to
15 timely pay wages (the "**Collective Action Members**").

16 27. There are numerous, similarly situated, former employees of Defendants
17 throughout the country who were not paid required minimum wage or overtime (or
18 anything) by Defendants due to Defendants' failure to timely pay wages and ultimate
19 failure to pay any wages after June 30, 2022. These employees would benefit from the
20 issuance of a Court-supervised notice of this lawsuit and the opportunity to join. The
21 similarly situated employees are known to Defendants and readily-identifiable through
22 Defendants' records.

23 28. Plaintiff is similarly situated to the other employees as he was also
24 employed by Defendants and Defendants failed to timely and appropriately pay him
25 wages or overtime as described above.

FIRST CLAIM

VIOLATION OF THE WARN ACT

(By Plaintiff and the Main Class Against All Defendants)

29. Plaintiff repeats and realleges each of the foregoing allegations as though fully set forth herein.

30. Defendants are a qualifying employer under the WARN Act. Defendants employed more than 100 full-time employees in the United States who had been employed for at least six months of the 12 months preceding the layoffs.

31. The WARN Act, 29 U.S.C. § 2102, required Defendants to provide at least 60 days prior written notice of termination, or to provide notice as soon as practicable, to all affected employees, explaining why 60 days' notice was not given.

32. Defendants engaged in a series of layoffs of Plaintiff and other members of the Main Class in April, May and August 2022.

33. Defendants failed to provide the required WARN Act notices to Plaintiff or other members of the Main Class. Defendants also failed to pay Plaintiff or other similarly situated employees their wages, salary, benefits, and accrued vacation during the 60 working days following notice of their terminations. On information and belief, Defendant also failed to give required notice to the appropriate state dislocated worker unit or other appropriate government agencies.

34. Plaintiff and other similarly situated employees have been damaged by this failure and are entitled to back pay and associated benefits for the 60-day period following their respective terminations.

SECOND CLAIM

VIOLATION OF THE CAL-WARN ACT

(By Plaintiff and the California Layoff Subclass Against All Defendants)

35. Plaintiff repeats and realleges each of the foregoing allegations as though fully set forth herein.

1 510, 1194, 1197, and 1198 to pay Plaintiff and other members of the California Wage
2 Subclass at least the state minimum wage for all hours worked and overtime.

3 44. Defendants violated these provisions by repeatedly failing to pay Plaintiff
4 and other members of the California Wage Subclasses all of their earned wages when
5 due. Defendants consistently failed to pay employees on the regular paydays during
6 2022, and failed to pay employees any wages for the period after June 30, 2022
7 through their terminations.

8 45. As a result of these acts, Defendants also necessarily failed to pay
9 Plaintiff and members of the California Wage Subclass minimum wage for all hours
10 worked and appropriate overtime.

11 46. As a result of Defendants' failure to pay Plaintiff's and class members'
12 earned wages, Plaintiff and class members have suffered damages in an amount to be
13 proven at trial. Plaintiff and other class members are entitled to recover unpaid wages,
14 minimum wage, and overtime, interest thereon, and liquidated damages.

15
16 **FOURTH CLAIM**

17 **FAILURE TO REIMBURSE**

18 **(By Plaintiff and the California Reimbursement Subclass Against All**
19 **Defendants)**

20 47. Plaintiff repeats and realleges each of the foregoing allegations as though
21 fully set forth herein.

22 48. Defendants were the employer or joint employers of Plaintiffs and other
23 members of the California Reimbursement Subclass.

24 49. Defendants were required to reimburse Plaintiff and other members of
25 the California Reimbursement Subclass for all "necessary expenditures or losses
26 incurred by the employee in direct consequence of the discharge of his or her duties,
27 or his or her obedience to the directions of the employer." Cal. Lab. Code § 2802.

28 50. Plaintiff and other members of the California Reimbursement Subclass

1 incurred reasonable and necessary expenses in direct consequence of the discharge of
2 their duties and obedience to the directions of Defendants.

3 51. Defendants have failed to reimburse any such expenses after June 30,
4 2022 if not earlier.

5 52. Defendants' failure to reimburse Plaintiff's and class members'
6 reasonable and necessary expenses has harmed Plaintiff and class members in an
7 amount to be proven at trial.

8
9 **FIFTH CLAIM**

10 **FAILURE TO PAY WAGES DUE AT TERMINATION**

11 **(By Plaintiff and the California Wage Subclass Against All Defendants)**

12 53. Plaintiff repeats and realleges each of the foregoing allegations as though
13 fully set forth herein.

14 54. Pursuant to California Labor Code § 201, Defendants were required to
15 pay Plaintiff and other members of the California Wage Subclass all of their earned
16 wages, accrued vacation, and other compensable time immediately upon termination.

17 55. Where the failure to pay such wages is willful, California Labor Code §
18 203 provides that "the wages of the employee shall continue as a penalty from the due
19 date thereof at the same rate until paid or until an action therefor is commenced; but
20 the wages shall not continue for more than 30 days."

21 56. Defendants terminated Plaintiff and other members of the California
22 Wage Subclass in April, May and August 2022.

23 57. Defendants willfully failed to pay Plaintiff and other members of the
24 California Wage Subclass all wages due at that time, inclusive of vacation and other
25 compensable time.

26 58. As a result of Defendant's failure to timely pay Plaintiff and other class
27 members their final wages, Plaintiff and other class members have been damaged in
28 an amount to be proven at trial. Plaintiff and other class members are also entitled to

1 statutory penalties.

2
3 **SIXTH CLAIM**

4 **FAIR LABOR STANDARDS ACT**

5 **(By Plaintiff and the Collective Action Members All Defendants)**

6 59. Plaintiff repeats and re-alleges each of the foregoing allegations as
7 though fully set forth herein.

8 60. Plaintiff expressly consents in writing to be a party to this action pursuant
9 to 29 U.S.C. § 216(b).

10 61. As alleged in detail above, during 2022, Defendants repeatedly failed to
11 pay employees, including Plaintiff and Collective Action Members, in a timely
12 manner on regular paydays. In addition, Defendants failed to pay any of the
13 Collective Action Members between July 1, 2022 and their dates of termination.

14 62. Defendants necessarily failed to pay Plaintiff and other Collection Action
15 Members federally mandated minimum wage and overtime by virtue of its failure to
16 pay their wages. Defendants' conduct violates and continues to violate the FLSA,
17 including 29 U.S.C. §§ 206, 207 and 215.

18 63. The foregoing conduct constitutes a willful violation of the FLSA within
19 the meaning of 29 U.S.C. § 255(a).

20 64. Due to the foregoing violations, Plaintiffs and Collective Action
21 Members, are entitled to recover from Defendant their unpaid wages, overtime, an
22 additional amount equal to wages and overtime as liquidated damages, and other
23 remedies.

24
25 **SEVENTH CLAIM**

26 **UNFAIR BUSINESS PRACTICES**

27 **(By Plaintiff and the California Subclasses Against All Defendants)**

28 65. Plaintiff repeats and realleges each of the foregoing allegations as though

1 fully set forth herein.

2 66. Defendants engaged in unfair and unlawful business practices against
3 Plaintiff and other members of the California Wage Subclass, including (a) failure to
4 pay earned wages, failure to pay minimum wage and overtime under the California
5 Labor Code and the FLSA, (b) failure to pay wages due on termination, (c) failure to
6 provide proper notice of layoffs under the WARN Act and Cal-WARN Act, and (d)
7 failure to reimburse. This conduct amounts to unfair and unlawful business acts and
8 practices under California Business & Professions Code § 17200.

9 67. Plaintiff and other members of the California Wage Subclass have lost
10 money or property by virtue of Defendant's unlawful business acts and practices,
11 including vested and earned wages and reimbursement of expenses, as required under
12 California Business & Professions Code § 17204.

13 68. Accordingly, Plaintiff and other members of the California Wage
14 Subclass are entitled to restitution of the vested and earned wages, minimum wage,
15 final wages, and overtime which Defendants have unlawfully failed to pay them.

16
17 **PRAYER**

18 WHEREFORE, Plaintiff prays for relief on behalf of himself, similarly situated
19 employees, as follows:

20 1. That the Court determine that this action is maintainable as a class action
21 pursuant to Federal Rule of Civil Procedure 23 and a collective action under the
22 FLSA, and certify it as a class and collective action;

23 2. For damages according to proof a trial, including earned and unpaid
24 wages, minimum wage, overtime, vacation time, and reimbursement of expenses;

25 3. For pay and benefits for the 60 days following Plaintiff and other
26 employees' layoffs, and associated penalties, as provided in 29 U.S.C. § 2104 and
27 California Labor Code §§ 1402 and 1403;

28 4. For penalties pursuant to Cal. Lab. Code § 203.

- 1 5. For actual and liquidated damages pursuant to the FLSA;
- 2 6. For attorney's fees and costs including, without limitation, under 29
- 3 U.S.C. §§ 216 and 2104, and California Labor Code §§ 218.5, 1194, 1404;
- 4 7. For costs as provided by law;
- 5 8. For prejudgment interest; and
- 6 9. For such other and further relief as the Court deems just and proper.

7 Dated: August 12, 2022

Respectfully submitted,

9 /s/ Damion Robinson

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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all matters so triable.

Dated: August 12, 2022

Respectfully submitted,

/s/ Damion Robinson

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