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14 on behalf of herself and all others similarly
15 situated

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SAN FRANCISCO

18 ELVA LOPEZ, individually and on behalf
19 of all others similarly situated,

20 Plaintiff,

21 v.

22 CALIFORNIA INSTITUTE OF
23 TECHNOLOGY and SIMPLILEARN
24 AMERICAS, INC.,

25 Defendants.

Case No. CGC-23-607810

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. Unfair, Deceptive, Untrue or Misleading Advertising (Bus. & Prof. Code § 17500)
2. Unfair, Deceptive Acts (Civ. Code § 1770)
3. Unjust Enrichment
4. Unlawful, Unfair, or Fraudulent Conduct, Public Injunction (Bus. & Prof. Code § 17200)

JURY TRIAL DEMANDED

1 Plaintiff Elva Lopez (“Plaintiff”) brings this action on behalf of herself and all others
2 similarly situated and alleges as follows:

3 **INTRODUCTION**

4 1. This is a class action against Defendants California Institute of Technology
5 (“Caltech”) and Simplilearn Americas, Inc. (“Simplilearn”), for violations of the False Advertising
6 Law (“FAL”), the Consumer Legal Remedies Act (“CLRA”), the Unfair Competition Law
7 (“UCL”), and for unjust enrichment, involving misrepresentations to students who enroll in an
8 online cybersecurity professional education program known as a “bootcamp,” purportedly at
9 Caltech.

10 2. As publicized on its website, Caltech is a world-renowned science and engineering
11 institute. It was founded in 1891 and took on its current name in 1920. 42 Nobel Laureates, six
12 Turing Award winners, and four Field Medalists have been affiliated with Caltech. Work by
13 Caltech faculty in the 1930s gave rise to the Jet Propulsion Laboratory (“JPL”) and launched the
14 modern aviation industry in Southern California. Alumni include a pioneer of the semiconductor
15 industry and microprocessor technologies. Caltech’s motto is “The truth shall make you free.”

16 3. Caltech marshals the world’s brightest minds and most innovative tools to address
17 fundamental scientific questions and pressing societal challenges. It is known as a school where
18 students get an exceptional education and a great return on investment.

19 4. In addition to its undergraduate and graduate degree programs, Caltech offers online
20 professional education programs through its Center for Technology and Management Education
21 (“CTME”). The Caltech CTME website represents that Caltech recruits individuals with industry
22 experience to serve as Caltech CTME faculty and designs Caltech CTME courses to provide
23 individuals and organizations opportunities to build skills and improve themselves. According to
24 the website, through interactions with Caltech’s innovative thinkers in Caltech CTME courses,
25 businesses, their teams, and individuals can expect to gain inspiration and perspective to grapple
26 with any challenges.

27 5. Caltech offers numerous “bootcamps” through the Caltech CTME for individuals
28 looking to learn new skills for a career transition. These bootcamps typically involve three to six

1 months of coursework. Caltech represents that at these bootcamps, students will learn from “our,”
2 i.e., Caltech CTME’s, educators, and experience all Caltech has to offer.

3 6. Since 2020, Caltech has offered the fully online Caltech Cybersecurity Bootcamp
4 (sometimes called Caltech Cyber Bootcamp). Caltech represents that by enrolling in its Caltech
5 Cybersecurity Bootcamp, people with little or no experience will gain the skills to meet the growing
6 demand for cybersecurity professionals.

7 7. Caltech’s advertisements, websites, and representations portray to a reasonable
8 consumer that Caltech is substantively involved in providing the Caltech Cybersecurity Bootcamp.
9 Caltech claims and has claimed—including in materials developed and created by or with
10 Simplilearn and its predecessor, Fullstack Academy—that the Caltech Cybersecurity Bootcamp is a
11 “collaboration” between Caltech and Simplilearn/Fullstack.¹

12 8. But the Caltech Cybersecurity Bootcamp is a Caltech program in name only.
13 Caltech Cybersecurity Bootcamp is entirely created and administered by Simplilearn, and before
14 that Fullstack. From the recruitment, application, and admissions process, through the courses, to
15 career guidance, Simplilearn/Fullstack provides everything. Caltech does not disclose to
16 prospective students that those companies run the entire program, and that Caltech does nothing.

17 9. The Caltech Cybersecurity Bootcamp costs more than \$10,000.

18 10. Students who pay the tuition and enroll in the Caltech Cybersecurity Bootcamp are
19 misled by Caltech and Simplilearn/Fullstack’s description of the program on Caltech (or what
20 appear to be Caltech) webpages and promotional materials. Specifically, these advertisements
21 mislead prospective students to believe they are paying thousands of dollars for a Caltech program,
22 where they will learn from “our”—namely, Caltech CTME—faculty, and experience everything
23 Caltech has to offer, only to have the program entirely outsourced and not provided in any way by
24 Caltech or Caltech CTME at all.

25 ¹ Fullstack Academy, LLC (“Fullstack”) and Simplilearn are both for-profit companies:
26 Simplilearn acquired Fullstack in November 2022 and took over the relationship with Caltech for
27 the Caltech Cybersecurity Bootcamp and, on information and belief, all liabilities for Fullstack’s
28 prior conduct as part of its relationship with Caltech for the Caltech Cybersecurity Bootcamp.
Accordingly, and for ease of reference, throughout this Complaint Caltech’s for-profit partner in the
Caltech Cybersecurity Bootcamp will sometimes be referred to just as “Simplilearn/Fullstack.”

1 11. Caltech’s and Simplilearn/Fullstack’s conduct epitomizes a troubling trend of
2 established universities outsourcing entire online programs to for-profit companies without telling
3 their students that they are doing so. Schools know that students choose to attend a program
4 because of a particular university’s faculty, expertise, and reputation, but the schools deliver
5 something entirely different than they represented. By hiding the extent of their relationships with
6 for-profit bootcamp companies and selling their brand to enroll as many students as possible,
7 universities threaten long-held public trust, and fail to deliver the public good expected from them.

8 12. What’s more, bootcamps like the Caltech Cybersecurity Bootcamp escape federal
9 higher education regulatory oversight. Unless and until Congress passes proposed legislation that
10 expands the federal Pell Grant program to short-term college programs, such bootcamps fall outside
11 the federal regulatory scheme, and they are not closely scrutinized by state higher education
12 authorizers or accreditors.

13 13. Plaintiff Elva Lopez’s experience exemplifies how students are misled. When Ms.
14 Lopez was introduced to the “Caltech Cybersecurity Bootcamp” by a pop-up, online advertisement,
15 she was looking for a new beginning. She had just lost her job and was battling cancer in the midst
16 of a global pandemic. Ms. Lopez went to the primary webpage for the bootcamp—a webpage that
17 had a Caltech URL and appeared to be run by Caltech, but concealed Simplilearn/Fullstack’s
18 exclusive role in operating the bootcamp. The website communicated to her that the Caltech
19 Cybersecurity Bootcamp was a Caltech program with expert instructors from, and course content
20 designed by, Caltech. The website represented that people like Ms. Lopez, with no technical
21 background or experience in the field, could become qualified cybersecurity professionals by
22 completing the bootcamp, and that she would receive career guidance every step of the way.

23 14. Ms. Lopez tried to seize that opportunity. She borrowed money to pay the
24 bootcamp’s high tuition. She decided to enroll in the bootcamp because of Caltech’s reputation as a
25 prestigious technical school. But it was only after the program was underway that she realized
26 there was nothing Caltech about it. Ms. Lopez is now stuck repaying thousands of dollars for an
27 education that was not what she was told it would be.

28 15. Caltech and Simplilearn/Fullstack falsely promise students a Caltech educational

1 experience taught by expert Caltech CTME instructors in order to maximize enrollments and
2 profits. By doing so, they violate California law, specifically California’s False Advertising Law,
3 Consumer Legal Remedies Act, and Unfair Competition Law, and engage in common law unjust
4 enrichment.

5 16. Plaintiff seeks redress, on her own behalf and on behalf of students across
6 California, for being deceived by Caltech and Simplilearn/Fullstack and induced to buy an
7 educational program that was not what students paid for, and to prevent these wrongs from
8 continuing in the future.

9 **JURISDICTION AND VENUE**

10 17. This Court has jurisdiction over this action pursuant to California Constitution,
11 article VI, section 10, because this case is a cause not given by statute to other trial courts.

12 18. Venue is proper in this Court pursuant to Code of Civil Procedure § 395.5 and Civil
13 Code § 1780(d), because Defendant Simplilearn has its principal place of business, resides, and is
14 doing business in San Francisco County.

15 **PARTIES**

16 19. Plaintiff Elva Lopez resides in Los Angeles, California. She enrolled in the Caltech
17 Cybersecurity Bootcamp in October 2020. She paid more than \$13,000 for the course.

18 20. Defendant Caltech is a private research university organized and existing under the
19 laws of the State of California, whose principal place of business is located in Pasadena, California.
20 Caltech offers the Caltech Cybersecurity Bootcamp through the Caltech Center for Technology &
21 Management Education.

22 21. Defendant Simplilearn is a corporation organized and existing under the laws of the
23 State of California, whose principal place of business is located at 201 Spear Street, Suite 1100, San
24 Francisco, California, 94105. In 2022, Simplilearn acquired Fullstack, which had previously
25 partnered with Caltech to provide the Caltech Cybersecurity Bootcamp. Simplilearn assumed
26 Fullstack’s role in operating the Caltech Cybersecurity Bootcamp and, on information and belief,
27 Fullstack’s liabilities for past conduct in operating the Caltech Cybersecurity Bootcamp.
28 Simplilearn (and previously Fullstack) provides and is responsible for every aspect of the Caltech

1 Cybersecurity Bootcamp.

2 **FACTUAL ALLEGATIONS**

3 **I. Caltech and the Caltech CTME**

4 22. As proclaimed on its website, Caltech has a long tradition of being at the forefront of
5 innovation. It is known for setting intellectual agendas and running world-preeminent facilities,
6 with a relatively small group of faculty and undergraduate and graduate students. To take just the
7 most prominent example, the Jet Propulsion Laboratory, which Caltech manages for NASA and
8 which, among other things, built America’s first satellite and was responsible for managing the
9 Mars Pathfinder exploration, forms an integral part of the campus community.

10 23. Caltech students can expect to be learning at the cutting edge of science and
11 engineering because their instructors are defining that cutting edge. Caltech provides virtually
12 unlimited research opportunities for students and close interaction with professors.

13 24. Caltech has obtained more than 2,000 patents since 1980, with 40 or so inventions
14 licensed each year. Caltech faculty, staff and students have created more than 120 start-up
15 companies. The well-known achievements of Caltech’s faculty as well as the wide-ranging success
16 of its alumni—especially in connecting discoveries in pure science to commercial success—speak
17 to the magic of the place.

18 25. Employers and other schools, as much as the general public, understand the value of
19 a Caltech education: more than a hundred companies come to the campus to recruit Caltech
20 students each year and, according to one study, Caltech ranked highest in the percentage of its
21 graduates who go on to earn a PhD.

22 26. Through the Caltech Center for Technology and Management Education, Caltech
23 also provides an opportunity for companies and individuals not enrolled in Caltech’s degree-
24 granting programs to take advantage of what Caltech has to offer.

25 27. This is the logo that appears on Caltech CTME website pages:



1 28. At every turn, the Caltech CTME website describes what “we” or “our” team does.

2 29. The Caltech CTME website lists “our” teaching team for Caltech CTME programs
3 as including industry experts across the relevant fields. For “cybersecurity,” the Caltech CTME
4 website lists a former chief technology officer at General Dynamics Information Technology, who
5 also worked as the principal technologist for cybersecurity at the \$10-billion Information Systems
6 Sector within Northrop Grumman and as a program manager designing cybersecurity solutions for
7 numerous branches of the United States armed services and the Department of Homeland Security.

8 **II. The Advertised Caltech Cybersecurity Bootcamp**

9 30. Among its programs for individuals, Caltech offers the Caltech Cybersecurity
10 Bootcamp (which it sometimes refers to as the Caltech Cyber Bootcamp). This bootcamp is
11 advertised on the Caltech CTME website alongside other Caltech CTME programs and information
12 (with the Caltech CTME logo at the top of every page), including the list of “our” teaching team.
13 By its very name and in every respect, the bootcamp promises to be a “Caltech” program.

14 31. Caltech’s CTME website links to another webpage with a caltech.edu URL; this is
15 where the Caltech Cybersecurity Bootcamp is primarily advertised. This primary webpage is
16 sponsored so it appears at the top of results when searching through engines such as Google and is
17 linked to advertisements on third-party sites. By all appearances, it is a Caltech webpage: at all
18 times, the primary webpage has had a caltech.edu URL and gives no indication that it is not
19 exclusively a Caltech webpage. But it is not. The primary webpage was designed and maintained
20 by Simplilearn/Fullstack, with Caltech’s approval.

21 32. The primary webpage for the Caltech Cybersecurity Bootcamp has and has had at
22 the very top of the page this logo, which is almost identical to the logo that appears on the Caltech
23 CTME website for all Caltech CTME programs:



27 33. Throughout the primary webpage, the bootcamp is always and only referred to as the
28 Caltech Cybersecurity (or Cyber) Bootcamp.

1 34. In keeping with the description of teachers on the Caltech CTME website, the
2 primary webpage for the Caltech Cybersecurity Bootcamp represents (and has represented) that
3 students will learn from “industry experts,” apparently from Caltech, the Caltech CTME, or both.

4 35. The primary webpage represents (and has represented) that students need not have
5 prior work experience with programming, or any other technical skills or knowledge, to succeed in
6 the Caltech Cybersecurity Bootcamp.

7 36. The primary webpage represents (and has represented) that the Caltech
8 Cybersecurity Bootcamp prepares students for jobs as cybersecurity professionals. The primary
9 webpage represents (and has represented) that students can expect to earn roughly \$80,000 dollars
10 annually as entry-level cybersecurity professionals. The primary webpage touts (and has touted)
11 hiring relationships with leading companies.

12 37. The primary webpage states (and has stated) that the Caltech Cybersecurity
13 Bootcamp is “powered by” the for-profit partner, Simplilearn/Fullstack. The primary webpage does
14 not (and did not) explain what “powered by” means. The primary webpage does not disclose and
15 has never disclosed the extent of Simplilearn/Fullstack’s involvement in teaching the bootcamp, nor
16 Caltech’s complete lack of involvement.

17 38. Websites for the Caltech Cybersecurity Bootcamp have and have had an image of
18 the certificate students can expect to receive upon completion. That certificate has and has had
19 “California Institute of Technology Center for Technology and Management Education” across the
20 top of the certificate and the same Caltech | Center for Technology & Management Education logo
21 that appears throughout the Caltech CTME website. The primary webpage represents that the
22 certificate is from Caltech CTME and that participants receive Continuing Education Units from
23 Caltech CTME.

24 39. Prospective students visiting the primary webpage are invited by Caltech to request a
25 brochure *from Caltech* for the Caltech Cybersecurity Bootcamp by providing contact information *to*
26 *Caltech*, and are not informed that, in fact, their information will be provided to
27 Simplilearn/Fullstack, or that they will be contacted by recruiters who work for
28 Simplilearn/Fullstack, not Caltech.

1 40. Students are not informed when they apply for the program through the primary
2 webpage that they are applying to Simplilearn/Fullstack, not Caltech.

3 41. Prospective students viewing the primary webpage and/or the Caltech CTME
4 website reasonably understand from those websites that Caltech or Caltech CTME is involved in
5 teaching and developing the courses offered as part of the Caltech Cybersecurity Bootcamp.

6 42. Students pay more than \$10,000 for the six-month part-time or three-month full-time
7 Caltech Cybersecurity Bootcamp.

8 **III. The Reality of the Caltech Cybersecurity Bootcamp**

9 43. Notwithstanding the statements on the Caltech CTME website and on the primary
10 webpage for the Caltech Cybersecurity Bootcamp (which is designed and operated by
11 Simplilearn/Fullstack but with a caltech.edu URL) and in advertising that is, on information and
12 belief, developed in coordination with Simplilearn/Fullstack, Caltech did not and does not have any
13 role in the courses offered as part of the Caltech Cybersecurity Bootcamp.

14 44. On information and belief, Simplilearn/Fullstack make all admissions decisions and
15 are responsible for all recruitment concerning the Caltech Cybersecurity Bootcamp.

16 45. Neither Caltech faculty nor faculty associated with the Caltech CTME teach the
17 courses at the Caltech Cybersecurity Bootcamp. The Caltech Cybersecurity Bootcamp is taught
18 exclusively by Simplilearn/Fullstack’s employees or contractors. Simplilearn/Fullstack’s
19 employees and contractors are none of the following: Caltech faculty or instructors; Caltech
20 educators; Caltech CTME instructors; or “industry experts.” Simplilearn/Fullstack’s employees
21 and contractors have no relationship whatsoever with Caltech.

22 46. The Caltech Cybersecurity Bootcamp instructors—who are hired and employed by
23 Simplilearn/Fullstack without any relationship to Caltech—do not necessarily have expertise in
24 cybersecurity. One of Plaintiff Lopez’s instructors had a degree in musical theater and had only
25 recently completed the Caltech Cybersecurity Bootcamp himself. He did not have any other
26 technical experience. He was unable to answer many technical questions in the classroom. This
27 instructor also continued teaching the Caltech Cybersecurity Bootcamp after the dates Plaintiff
28 Lopez attended.

1 47. On information and belief, instructors hired by Simplilearn/Fullstack have no
2 affiliation with Caltech, are not Caltech or Caltech CTME faculty, and are hired by
3 Simplilearn/Fullstack to teach across cybersecurity bootcamps offered through its many university
4 partners, not specifically for the Caltech program. On information and belief, these individuals are
5 not otherwise qualified to teach at Caltech or as part of the Caltech CTME.

6 48. On information and belief, Caltech and the Caltech CTME have no role in designing
7 the courses or materials for the Caltech Cybersecurity Bootcamp. All materials for the Caltech
8 Cybersecurity Bootcamp are designed exclusively by Simplilearn/Fullstack and without
9 involvement from anyone affiliated with Caltech.

10 49. On information and belief, Simplilearn/Fullstack recycles the same material across
11 its university partners or independent offerings for similar cybersecurity bootcamps and does not
12 create course material specific to the Caltech Cybersecurity Bootcamp.

13 50. On information and belief, the Continuing Education Units that Caltech represents
14 students earn in the Caltech Cybersecurity Bootcamp do not qualify students for *anything* at
15 Caltech.

16 51. In sum, the coursework designed, created, and taught by Simplilearn/Fullstack is not
17 designed, created, or taught by Caltech or the Caltech CTME.

18 52. Students in the Caltech Cybersecurity Bootcamp are not provided a Caltech
19 experience or anything like it.

20 53. Nowhere does the primary webpage or Caltech CTME website explain to
21 prospective students that its entire “Caltech Cybersecurity Bootcamp,” including instruction and
22 educational content, is completely outsourced to Simplilearn/Fullstack and is not provided by
23 Caltech or the Caltech CTME.

24 54. Nowhere does the primary webpage or Caltech CTME website explain that Caltech
25 Cybersecurity Bootcamp students will not be taught by faculty affiliated with Caltech or the Caltech
26 CTME.

27 55. Instead, Caltech and Simplilearn/Fullstack have represented, and continue to
28 represent, on their websites that the Caltech Cybersecurity Bootcamp is a “collaboration” between

1 Caltech and Simplilearn/Fullstack.

2 **IV. Caltech and Simplilearn’s For-Profit Relationship.**

3 56. On information and belief, Caltech authorizes Simplilearn/Fullstack to utilize its
4 brands and trademarks to market a Caltech-branded bootcamp that is planned, developed, executed,
5 administered and otherwise operated by Simplilearn/Fullstack.

6 57. Caltech agrees to advertise the Caltech-branded bootcamp, wholly created and
7 operated by Simplilearn/Fullstack, and pass it off as a program offered by Caltech. Caltech uses
8 and condones marketing strategies developed and implemented by Simplilearn/Fullstack.

9 58. This arrangement serves the singular purpose of persuading students to enroll in
10 Simplilearn/Fullstack’s “Caltech Cybersecurity Bootcamp” who would otherwise not have enrolled.

11 59. Caltech is compensated for the use of its name—the only Caltech contribution to the
12 Caltech Cybersecurity Bootcamp—with a share of the tuition revenue from the Caltech
13 Cybersecurity Bootcamp. Caltech and Simplilearn/Fullstack increase their profits when they
14 increase enrollments in the Caltech Cybersecurity Bootcamp, using misleading branding to do so.

15 60. On information and belief, Simplilearn/Fullstack receives approximately 75% of the
16 total bootcamp tuition revenue. Caltech likewise profits from its split of the proceeds, receiving, on
17 information and belief, approximately 25%, for doing nothing with or for students. Students,
18 meanwhile, do not get what they pay for.

19 **V. Plaintiff’s Experience with the Caltech Cybersecurity Bootcamp**

20 61. Ms. Lopez saw a pop-up advertisement for the Caltech Cybersecurity Bootcamp in
21 the fall of 2020 while playing an online game. The advertisement described hundreds of thousands
22 of jobs in cybersecurity, with salaries starting at \$80,000. It represented that the Caltech
23 Cybersecurity Bootcamp would train people with no background in the field to get high-paying
24 cybersecurity jobs. The advertisement explained that the Caltech Cybersecurity Bootcamp could
25 accomplish that because the instructors were experts in the field.

26 62. After receiving the advertisement, Ms. Lopez visited the primary webpage for the
27 Caltech Cybersecurity Bootcamp. Based on the content of the webpage, described above, Ms.
28 Lopez understood that the bootcamp was a Caltech continuing education program provided by

1 Caltech, with courses designed, and instruction provided by, industry experts from Caltech or
2 Caltech CTME. She was excited about the opportunity to attend a program offered by such a
3 prestigious school. Ms. Lopez submitted her contact information through the webpage. She
4 believed she was submitting her contact information to, and requesting additional information from,
5 Caltech. In response, she received an email from a Student Advisor which listed Caltech's address
6 in Pasadena, California and indicated that Ms. Lopez had received the email because she was
7 subscribed to receive information about the Caltech Cybersecurity Bootcamp from Caltech.
8 Unbeknown to Ms. Lopez, the Student Advisor was not actually located on Caltech's campus in
9 Pasadena, and indeed worked outside of California.

10 63. Next, Ms. Lopez completed an assessment through the primary webpage that the
11 Caltech Cybersecurity Bootcamp required applicants to take. After the assessment, she received
12 automatic emails confirming receipt of her assessment and then the results from the "Caltech
13 Cybersecurity Bootcamp Team." After she was admitted, she received another email from the
14 Student Advisor, whose signature block included the 626 area code for Pasadena, where Caltech is
15 located. Unbeknown to Ms. Lopez, the Student Advisor worked outside of California and was not
16 an employee of Caltech.

17 64. Ms. Lopez was proud to have been admitted to a Caltech program. She was
18 influenced to attend the Caltech Cybersecurity Bootcamp because of Caltech's reputation as a
19 prestigious technical school.

20 65. Ms. Lopez took out \$14,000 in private loans to attend the Caltech Cybersecurity
21 Bootcamp.

22 66. As Ms. Lopez progressed through the program, she realized that the program was
23 not what Caltech said it was. Her primary instructor had only recently completed the program
24 himself and was not able to answer students' questions. Some students knew more than the
25 instructor. And the instructor most certainly was not from Caltech or Caltech CTME.

26 67. Ms. Lopez did not learn that her instructors were employed by, and every aspect of
27 the program was run by, Fullstack, not Caltech until she was in the program.

28 68. Despite persistent effort, Ms. Lopez has not secured employment in the

1 cybersecurity field. After completing the Caltech Cybersecurity Bootcamp in April 2021, she
2 worked with a career counselor from Fullstack, attending online career fairs and interviewing for
3 jobs. She has not received any callbacks or job offers.

4 69. If Ms. Lopez had not relied on Caltech and Simplilearn/Fullstack’s representations,
5 she would not have enrolled in the Caltech Cybersecurity Bootcamp.

6 70. If Ms. Lopez had known that the Caltech Cybersecurity Bootcamp was a Caltech
7 program in name only, she would not have enrolled in the Bootcamp.

8 **VI. Harm to Plaintiff and Her Fellow Students**

9 71. Plaintiff and other students enrolled in the Caltech Cybersecurity Bootcamp and paid
10 a substantial sum for the program because Defendants represented it was a Caltech program. It was
11 not.

12 72. Caltech and Simplilearn/Fullstack deceptively advertise to prospective students a
13 “Caltech Cybersecurity Bootcamp” that in reality is a Caltech program in name only and does not
14 have any substantive involvement by Caltech or Caltech CTME faculty or industry experts.

15 73. Plaintiff and other students chose to enroll and to pay the high tuition for the Caltech
16 Cybersecurity Bootcamp because Caltech and Simplilearn/Fullstack deceptively advertise it as a
17 Caltech program.

18 74. Plaintiff and other students chose to enroll and to pay the high tuition for the Caltech
19 Cybersecurity Bootcamp because Caltech and Simplilearn/Fullstack deceptively advertise that the
20 bootcamp is provided by Caltech or Caltech CTME faculty or industry experts.

21 75. Students are deprived of the value they would have received if the Caltech
22 Cybersecurity Bootcamp were in fact provided as Caltech and Simplilearn/Fullstack represent it.

23 76. Had Caltech and Simplilearn/Fullstack not deceived Plaintiff and other students,
24 then Plaintiff and those other students would not have enrolled in the Caltech Cybersecurity
25 Bootcamp, spending thousands of dollars in tuition they may never recoup and hundreds of hours of
26 study they will never get back.

27 //

28 //

1 **CLASS ACTION ALLEGATIONS**

2 77. Plaintiff brings this action on behalf of the following Class:

3 All California citizens who enrolled in the Caltech Cybersecurity Bootcamp during
4 the period beginning four years before the commencement of this action through the
5 date of final judgment.

6 78. This action is appropriately brought as a class action pursuant to Code of Civil
7 Procedure § 382 and/or Civil Code § 1781 because there exists an ascertainable and sufficiently
8 numerous Class, a well-defined community of interest, and substantial benefits from certification
9 that render proceeding as a class superior to the alternatives.

10 79. Numerosity and Ascertainability. The size of the Class makes a class action both
11 necessary and efficient. On information and belief, the proposed Class includes more than 300
12 current and former students. Members of the Class are ascertainable through Defendants’ business
13 records but are so numerous that joinder of all individual Class Members would be impractical.

14 80. Predominant Common Questions of Law and Fact. Common questions of law and
15 fact affecting the rights of all Class Members predominate over individualized issues. These
16 common questions include, but are not limited to: (a) Whether Caltech’s and Simplilearn’s
17 statements to the public regarding the Caltech Cybersecurity Bootcamp violate the UCL, Cal. Bus.
18 & Prof. Code § 17200 *et seq.*; (b) Whether Caltech’s and Simplilearn’s statements to the public
19 regarding the Caltech Cybersecurity Bootcamp violate the FAL, Cal. Bus. & Prof. Code § 17500 *et*
20 *seq.*; (c) Whether Caltech’s and Simplilearn’s statements to the public regarding the Caltech
21 Cybersecurity Bootcamp violate the CLRA, Cal. Civ. Code §§ 1770 *et seq.*; (d) Whether Caltech’s
22 and Simplilearn’s actions regarding the Caltech Cybersecurity Bootcamp constitute unjust
23 enrichment.

24 81. There are no defenses of a unique nature that may be asserted against Plaintiff
25 individually, as distinguished from the Class as a whole, and the relief sought is common to the
26 class.

27 82. Typicality. Plaintiff’s claims are typical of the UCL, FAL, CLRA, and unjust
28 enrichment claims of the Class as a whole. Plaintiff was enrolled in the Caltech Cybersecurity
Bootcamp during the class period and sustained damages arising out of Defendants’ unlawful

1 conduct.

2 83. Adequacy of Representation. Plaintiff will fairly and adequately represent the
3 interests of the Class because her individual interests are aligned with, and not antagonistic to, the
4 interests of the Class, and because Plaintiff has retained counsel who have the requisite resources
5 and ability to prosecute this case as a class action and are experienced in handling class claims and
6 claims involving unlawful business practices.

7 84. Superiority of Class Mechanism. Class certification is appropriate because common
8 questions of law and fact predominate over any questions affecting only individual Class Members.
9 Caltech's and Simplilearn's liability is based on statements made to the public at large. Individual
10 cases are not economically feasible given the amounts at issue and the expense and burden of
11 litigating such a case. The prosecution of separate actions against Caltech and Simplilearn by
12 individual Class Members could create a risk of inconsistent or varying adjudications which could
13 establish incompatible standards of conduct for Caltech and Simplilearn. A class action is superior
14 to other available methods for the fair and efficient adjudication of the controversy set forth herein.

15 **FIRST CAUSE OF ACTION**

16 **Unfair, Deceptive, Untrue, or Misleading Advertising in Violation of False Advertising Law
17 Business and Professions Code § 17500 *et seq.***

18 85. Plaintiff hereby realleges and incorporates by reference all allegations in each and
19 every preceding paragraph as if fully set forth herein.

20 86. The False Advertising Law prohibits untrue or misleading statements before the
21 public by any manner or means with the intent to induce members of the public to purchase
22 products or services such as the Caltech Cybersecurity Bootcamp.

23 87. Members of the public were and are likely to be deceived because Caltech's and
24 Simplilearn's public statements regarding Caltech's involvement in, and the content of, the Caltech
25 Cybersecurity Bootcamp were untrue or misleading.

26 88. Caltech and Simplilearn knew or should have known that statements regarding
27 Caltech's involvement in and the content of the Caltech Cybersecurity Bootcamp were and remain
28 untrue or misleading.

89. Caltech and Simplilearn publicly disseminated statements concerning the Caltech

1 Cybersecurity Bootcamp with the intent of selling students the Caltech Cybersecurity Bootcamp
2 that was not as advertised.

3 90. Plaintiff and Class Members have lost money or property as a result of Caltech's
4 and Simplilearn's untrue or misleading representations, including because Plaintiff and Class
5 Members would not have enrolled in or been willing to pay the high price of the Caltech
6 Cybersecurity Bootcamp if Plaintiff and Class Members had known its true nature, that is, that it
7 was a "Caltech" program in name only.

8 91. Plaintiff and Class Members are entitled to a public injunction pursuant to Business
9 and Professions Code § 17535 that prohibits Caltech and Simplilearn in the future from
10 disseminating false or misleading advertising that does not accurately describe the true nature of the
11 Caltech Cybersecurity Bootcamp.

12 92. Plaintiff and Class Members are entitled to restitution to compensate them for the
13 tuition they paid, or in an amount to be determined at trial.

14 **SECOND CAUSE OF ACTION**
15 **Unfair or Deceptive Acts in Violation of Consumer Legal Remedies Act**
16 **Civil Code § 1770 *et seq.***

17 93. Plaintiff hereby realleges and incorporates by reference all allegations in each and
18 every preceding paragraph as if fully set forth herein.

19 94. Plaintiff and all Class Members are consumers as defined in Civil Code § 1761(d).
20 Defendants constituted and constitute persons as defined in Civil Code § 1761(c). The Caltech
21 Cybersecurity Bootcamp is a good or service as defined in Civil Code § 1761(a), (b), and Plaintiff's
22 and Class Members' purchases of the Caltech Cybersecurity Bootcamp are transactions as defined
23 in Civil Code § 1761(e).

24 95. Caltech and Simplilearn violated the Consumer Legal Remedies Act by:

25 a. "Passing off goods or services as those of another," namely by passing off
26 the Caltech Cybersecurity Bootcamp as operated by Caltech when in fact it is operated
27 exclusively by Simplilearn, in violation of Civil Code § 1770(a)(1);

28 b. "Misrepresenting the source, sponsorship, approval, or certification of goods
or services," namely by misrepresenting that the Caltech Cybersecurity Bootcamp is

1 operated by Caltech when in fact it is operated exclusively by Simplilearn, in violation of
2 Civil Code § 1770(a)(2);

3 c. “Misrepresenting the affiliation, connection, or association with, or
4 certification by, another,” namely by misrepresenting that the Caltech Cybersecurity
5 Bootcamp is operated by Caltech when in fact it is operated exclusively by Simplilearn, in
6 violation of Civil Code § 1770(a)(3);

7 d. “Representing that goods or services have sponsorship, approval,
8 characteristics, ingredients, uses, benefits, or quantities that they do not have,” namely by
9 misrepresenting that the Caltech Cybersecurity Bootcamp is operated by Caltech and has the
10 characteristics of other continuing professional education programs operated by Caltech and
11 the Caltech CTME when in fact it is operated exclusively by Simplilearn and does not have
12 the characteristics of Caltech’s own continuing professional education programs, in
13 violation of Civil Code § 1770(a)(5);

14 e. “Representing that goods or services are of a particular standard, quality, or
15 grade . . . if they are of another,” namely by misrepresenting that the Caltech Cybersecurity
16 Bootcamp is operated by Caltech and is of the same standard or quality as other continuing
17 professional education programs operated by Caltech and the Caltech CTME, when in fact it
18 is not, and is instead operated exclusively by Simplilearn and staffed by inexperienced and
19 unqualified Simplilearn instructors, in violation of Civil Code § 1770(a)(7); and

20 f. “Advertising goods or services with the intent not to sell them as advertised,”
21 namely by advertising that the Caltech Cybersecurity Bootcamp is operated by Caltech
22 when in fact Caltech and Simplilearn intended to sell a Cybersecurity Bootcamp operated
23 exclusively by Simplilearn, in violation of Civil Code § 1770(a)(9).

24 96. As a result of Caltech’s and Simplilearn’s violations of the Consumer Legal
25 Remedies Act, Plaintiff and Class Members suffered losses of money or property.

26 97. Plaintiff is entitled to, and therefore seeks, an injunction prohibiting the wrongful
27 acts and practices in violation of Civil Code § 1770.

28 98. On July 20, 2023, Plaintiff Lopez, on behalf of herself and all others similarly

1 situated, mailed notice to Caltech and Simplilearn pursuant to Civil Code § 1782. To date, Caltech
2 and Simplilearn have not remedied their unfair, deceptive, unlawful, and unconscionable
3 commercial practices or their false, deceptive, and/or misleading representations. Accordingly,
4 pursuant to Civil Code § 1782(b), (c), and (d), Plaintiff seeks restitution and actual and punitive
5 damages, on behalf of herself and all others similarly situated, under Civil Code §§ 1780 and 1781.

6 99. Plaintiff and Class Members are also entitled to recover attorneys' fees, costs,
7 expenses, and disbursements pursuant to Civil Code §§ 1780 and 1781.

8 **THIRD CAUSE OF ACTION**
9 **Unjust Enrichment**

10 100. Plaintiff hereby realleges and incorporates by reference all allegations in each and
11 every preceding paragraph as if fully set forth herein.

12 101. Plaintiff and Class Members conferred an economic benefit on Caltech and
13 Simplilearn by paying more than \$10,000 each for the Caltech Cybersecurity Bootcamp.

14 102. Caltech and Simplilearn have been unjustly enriched at the expense of Plaintiff and
15 Class Members, and Caltech and Simplilearn have unjustly retained the benefit of their unlawful
16 and wrongful conduct, because Plaintiff and Class Members did not receive the services that
17 Caltech and Simplilearn stated would be provided.

18 103. It would be inequitable and unjust for Caltech and Simplilearn to be permitted to
19 retain any of the unlawful proceeds resulting from their unlawful and wrongful conduct.

20 104. Plaintiff and Class Members are accordingly entitled to equitable relief including
21 restitution and disgorgement of all revenues, earnings, and profits that Caltech and Simplilearn
22 obtained as a result of its unlawful and wrongful conduct.

23 **FOURTH CAUSE OF ACTION**
24 **Unlawful, Unfair, or Fraudulent Conduct in Violation of Unfair Competition Law**
25 **Business and Professions Code § 17200 *et seq.***

26 105. Plaintiff hereby realleges and incorporates by reference all allegations in each and
27 every preceding paragraph as if fully set forth herein.

28 106. California Business and Professions Code § 17200 *et seq.*, the Unfair Competition
Law prohibits "any unlawful, unfair or fraudulent business act or practice."

