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13 on behalf of herself and all others similarly
14 situated

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

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

19 Plaintiff,

20 v.

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

24 Defendants.

Case No. CGC-23-607810

**SECOND 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 has offered
20 online and in-person professional education programs through its Center for Technology and
21 Management Education (“CTME”). The Caltech CTME website represents that Caltech hires
22 individuals with industry experience to serve as Caltech CTME faculty and designs Caltech CTME
23 courses to provide individuals and organizations opportunities to build skills and improve
24 themselves. According to the website, through interactions with expert educators in Caltech CTME
25 courses, businesses, their teams, and individuals can expect to gain cutting-edge knowledge and
26 skills.

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.

3 6. Since 2020, Caltech has purported to offer the fully online Caltech Cybersecurity
4 Bootcamp (sometimes called the Caltech Cyber Bootcamp). Caltech markets the Caltech
5 Cybersecurity Bootcamp to people with little or no experience in cybersecurity or any other field,
6 and represents that students who enroll in the Caltech Cybersecurity Bootcamp will gain the skills
7 to become cybersecurity professionals.

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

14 8. But the Caltech Cybersecurity Bootcamp is a Caltech program in name only. The
15 Caltech Cybersecurity Bootcamp is entirely created and administered by Simplilearn, and before
16 that Fullstack. From the recruitment, application, and admissions process, through hiring faculty,
17 and developing and teaching the courses, to career guidance, Simplilearn/Fullstack does everything.
18 Caltech does not disclose to prospective students, including on any website, that Caltech, the
19 educational institution purporting to offer the program, does not make admissions decisions, design
20 and develop curriculum, provide faculty, or teach classes or that Simplilearn/Fullstack runs the
21 entire program.

22 9. Until recently, the Caltech Cybersecurity Bootcamp cost more than \$10,000.

23 10. Students who pay the tuition and enroll in the Caltech Cybersecurity Bootcamp are
24 misled by Caltech and Simplilearn/Fullstack’s description of the program on Caltech (or what

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 appear to be Caltech) webpages and promotional materials. Specifically, these advertisements
2 mislead prospective students to believe they are paying thousands of dollars for a Caltech program,
3 with Caltech curriculum taught by Caltech personnel, only to have the program entirely outsourced
4 and not provided in any way by Caltech at all.

5 11. Caltech’s reputation as an established university with a long-standing, non-profit
6 mission of educating students is widely known. It is a highly respected institution that prospective
7 students believe they can trust. But newer, for-profit companies Simplilearn and Fullstack have no
8 such history or reputation. They rely on Caltech’s brand and reputation to attract students to enroll
9 in the Bootcamp.

10 12. Caltech’s and Simplilearn/Fullstack’s conduct epitomizes a troubling trend of
11 established universities outsourcing entire online programs to for-profit companies without telling
12 their students that they are doing so. Schools and their for-profit partners, including Caltech and
13 Simplilearn/Fullstack, know that students choose to attend a program because of a particular
14 university’s reputation, faculty, and expertise. But the schools often deliver something entirely
15 different than they represent. By hiding the extent of their relationships with for-profit bootcamp
16 companies and selling their brand to enroll as many students as possible, universities threaten long-
17 held public trust, and fail to deliver the public good expected from them.

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

23 14. Plaintiff Elva Lopez’s experience exemplifies how students are misled. When Ms.
24 Lopez was introduced to the “Caltech Cybersecurity Bootcamp” by a pop-up, online advertisement,
25 she was looking for a new beginning. She had just lost her job and was battling cancer in the midst
26 of a global pandemic. Ms. Lopez went to the primary webpage for the bootcamp—a webpage that
27 had a Caltech URL and appeared to be run by Caltech, but concealed Simplilearn/Fullstack’s
28 exclusive role in operating the bootcamp. The website communicated to her that the Caltech

1 Cybersecurity Bootcamp was a Caltech program with expert instructors from, and course content
2 designed by, Caltech CTME. The website represented that people like Ms. Lopez, with no
3 technical background or experience in the field, could become qualified cybersecurity professionals
4 by completing the bootcamp, and that she would receive career guidance every step of the way.

5 15. Ms. Lopez tried to seize that opportunity. She borrowed money to pay the
6 bootcamp's high tuition. She decided to enroll in the bootcamp because of Caltech's reputation as a
7 prestigious technical school. But it was only after the program was underway that she realized
8 there was nothing Caltech about it. Ms. Lopez is now stuck repaying thousands of dollars for an
9 educational program that was neither developed nor taught by Caltech personnel.

10 16. In order to maximize enrollments and profits, Caltech and Simplilearn/Fullstack
11 falsely indicate to prospective bootcamp students that the students will be taught Caltech
12 curriculum by expert Caltech CTME instructors. By doing so, Caltech and Simplilearn/Fullstack
13 violate California law, specifically California's False Advertising Law, Consumer Legal Remedies
14 Act, and Unfair Competition Law, and engage in common law unjust enrichment.

15 17. Plaintiff seeks redress, on her own behalf and on behalf of students across
16 California, for being deceived by Caltech and Simplilearn/Fullstack and induced to buy an
17 educational program that was not as advertised, and to prevent these wrongs from continuing in the
18 future.

19 **JURISDICTION AND VENUE**

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

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

25 **PARTIES**

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

28 21. Defendant Caltech is a private research university organized and existing under the

1 laws of the State of California, whose principal place of business is located in Pasadena, California.
2 Caltech advertises that it offers the Caltech Cybersecurity Bootcamp through the Caltech Center for
3 Technology & Management Education.

4 22. Defendant Simplilearn is a corporation organized and existing under the laws of the
5 State of California, whose principal place of business is located at 201 Spear Street, Suite 1100, San
6 Francisco, California, 94105. In 2022, Simplilearn acquired Fullstack, which had previously
7 partnered with Caltech to provide the Caltech Cybersecurity Bootcamp. Simplilearn assumed
8 Fullstack's role in operating the Caltech Cybersecurity Bootcamp and, on information and belief,
9 Fullstack's liabilities for past conduct in operating the Caltech Cybersecurity Bootcamp.
10 Simplilearn (and previously Fullstack) provides and is responsible for every aspect of the Caltech
11 Cybersecurity Bootcamp.

12 **FACTUAL ALLEGATIONS**

13 **I. Caltech and the Caltech CTME**

14 23. As proclaimed on its website, Caltech has a long tradition of being at the forefront of
15 innovation. It is known for setting intellectual agendas and running world-preminent facilities,
16 with a relatively small group of faculty and undergraduate and graduate students. To take just the
17 most prominent example, the Jet Propulsion Laboratory, which Caltech manages for NASA and
18 which, among other things, built America's first satellite and was responsible for managing the
19 Mars Pathfinder exploration, forms an integral part of the campus community.

20 24. Caltech has obtained more than 2,000 patents since 1980, with 40 or so inventions
21 licensed each year. Caltech faculty, staff and students have created more than 120 start-up
22 companies. The achievements of Caltech's faculty as well as the wide-ranging success of its
23 alumni—especially in connecting discoveries in pure science to commercial success—are well
24 known.

25 25. Caltech is widely recognized as a reputable institution of higher education that has
26 been dedicated for more than 100 years to providing students training and instruction in science,
27 engineering, and other fields. Caltech's reputation is also that Caltech students can expect to be
28 learning at the cutting edge of science and engineering. Employers and other schools highly value a

1 Caltech education: more than a hundred companies come to the campus to recruit Caltech students
2 each year and, according to one study, Caltech ranked highest in the percentage of its graduates
3 who go on to earn a PhD.

4 26. Through the Caltech Center for Technology and Management Education (CTME),
5 Caltech also provides an opportunity for companies and individuals not enrolled in Caltech’s
6 degree-granting programs to take advantage of what Caltech has to offer through professional
7 education and continuing education programs.

8 27. Caltech’s CTME website provides the public and prospective applicants information
9 about Caltech CTME programs. The CTME website has a caltech.edu URL. This is the logo that
10 appears on Caltech CTME website pages:



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

14 28. Among its programs for individuals, Caltech advertises the “Caltech Cybersecurity
15 Bootcamp” (which it sometimes refers to as the “Caltech Cyber Bootcamp”). By its very name, the
16 Caltech Cybersecurity Bootcamp holds itself out as a “Caltech” program. Calling the program the
17 “Caltech Cybersecurity Bootcamp” indicates to a reasonable consumer that Caltech has a role in the
18 program, and specifically, given that it is a continuing education program, that the curriculum and
19 instruction in the program are designed and provided by Caltech through the Caltech CTME.

20 29. The Caltech Cybersecurity Bootcamp is advertised on the Caltech CTME website
21 alongside other Caltech CTME programs and information.

22 30. The Caltech Cybersecurity Bootcamp is also—and primarily—advertised on another
23 webpage with a caltech.edu URL. This primary webpage is sponsored so it appears at the top of
24 results when searching through engines such as Google and is linked to advertisements on third-
25 party sites. Caltech’s CTME website also links to the primary webpage. By all appearances, the
26 primary webpage is a Caltech webpage: at all times, the primary webpage has had a caltech.edu
27 URL (which is proprietary to Caltech) and gives no indication that it is not exclusively a Caltech
28

1 webpage. But it is not. The primary webpage was and is designed and maintained by
2 Simplilearn/Fullstack, with Caltech’s approval.

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



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9 32. Throughout the primary webpage, the bootcamp is always and only referred to as the
10 Caltech Cybersecurity (or Cyber) Bootcamp.

11 33. The primary webpage for the Caltech Cybersecurity Bootcamp represents (and has
12 represented) that students will learn from “industry experts,” which a reasonable consumer would
13 interpret to be Caltech CTME instructors.

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

17 35. The primary webpage represents (and has represented) that the Caltech
18 Cybersecurity Bootcamp prepares students for jobs as cybersecurity professionals. The primary
19 webpage represents (and has represented) that students can expect to earn roughly \$80,000 dollars
20 annually as entry-level cybersecurity professionals. The primary webpage touts (and has touted)
21 hiring relationships with leading companies.

22 36. The primary webpage states (and has stated) that the Caltech Cybersecurity
23 Bootcamp is “powered by” the for-profit partner, Simplilearn/Fullstack. The primary webpage does
24 not (and did not) explain what “powered by” means. The primary webpage does not disclose and
25 has never disclosed the extent of Simplilearn/Fullstack’s involvement in teaching the bootcamp and
26 developing the bootcamp curriculum, nor Caltech’s complete lack of involvement.

27 37. Websites for the Caltech Cybersecurity Bootcamp have and have had an image of
28 the certificate students can expect to receive upon completion. That certificate has and has had

1 “California Institute of Technology Center for Technology and Management Education” across the
2 top of the certificate and the same Caltech | Center for Technology & Management Education logo
3 that appears throughout the Caltech CTME website. The primary webpage represents that the
4 certificate is from Caltech CTME and that participants receive Continuing Education Units from
5 Caltech CTME.

6 38. Prospective students visiting the primary webpage are invited by Caltech to request a
7 brochure *from Caltech* for the Caltech Cybersecurity Bootcamp by providing contact information *to*
8 *Caltech*. Those prospective students are not informed that, in fact, their information will instead be
9 provided to Simplilearn/Fullstack, and that they will be contacted by recruiters who work for
10 Simplilearn/Fullstack, not Caltech.

11 39. Students are not informed when they apply for the program through the primary
12 webpage that they are applying to Simplilearn/Fullstack, not Caltech or the Caltech CTME.

13 40. Prospective students viewing the primary webpage reasonably understand from that
14 webpage that Caltech, through the Caltech CTME, assesses prospective students for admission and
15 teaches and develops the courses in the Caltech Cybersecurity Bootcamp.

16 41. The Caltech CTME website repeats and reinforces, and has repeated and reinforced,
17 the misrepresentations made on the primary webpage. This is no accident. The websites for the
18 Caltech Cybersecurity Bootcamp are part of a course of conduct by Caltech and
19 Simplilearn/Fullstack to misrepresent who makes admissions decisions, designs and develops the
20 curriculum, and provides instruction for the Caltech Cybersecurity Bootcamp.

21 42. On the Caltech CTME website, the Caltech Cyber Bootcamp is advertised and has
22 been advertised on a webpage with the Caltech CTME logo at the top—just like all the other
23 Caltech CTME programs.

24 43. Throughout the Caltech CTME website, the bootcamp is always and only referred to
25 as the Caltech Cybersecurity (or Cyber) Bootcamp.

26 44. The Caltech CTME website indicates and has indicated that the Caltech
27 Cybersecurity Bootcamp will be run by CTME instructors who are industry experts.

28 45. Throughout its various webpages, the Caltech CTME website describes and has

1 described what “we” or “our”—that is, the Caltech CTME—team does.

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

9 47. The CTME website does not disclose and has never disclosed the extent of
10 Simplilearn/Fullstack’s involvement in designing and teaching the Caltech Cybersecurity Bootcamp
11 and developing the bootcamp curriculum, nor Caltech’s complete lack of involvement.

12 48. Prospective students viewing the CTME website reasonably understand from that
13 website that Caltech personnel make admissions decisions, develop curriculum, and provide
14 instruction for the Caltech Cybersecurity Bootcamp.

15 49. The Caltech CTME webpage for the Caltech Cybersecurity Bootcamp and the
16 primary webpage each provide links to the other. The CTME webpage for the cyber bootcamp
17 directs and has directed prospective students seeking more information about the bootcamp to the
18 primary webpage.

19 50. Until December 2023, students paid more than \$10,000 for the six-month part-time
20 or three-month full-time Caltech Cybersecurity Bootcamp. In December 2023, the price was
21 reduced.

22 51. To be eligible for admission to the bootcamp, students are not required to have any
23 prior professional experience or to have completed a college degree; they are required to be at least
24 18 years old and have a high school diploma or equivalent.

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

26 52. Notwithstanding the representations on the primary webpage for the Caltech
27 Cybersecurity Bootcamp (which is designed and operated by Simplilearn/Fullstack but uses a
28 caltech.edu URL) and on the Caltech CTME website, as well as in other advertising that is

1 developed in coordination with Simplilearn/Fullstack, Caltech did not and does not have any role in
2 the courses offered as part of the Caltech Cybersecurity Bootcamp.

3 53. Simplilearn/Fullstack makes all admissions decisions and is responsible for all
4 recruitment concerning the Caltech Cybersecurity Bootcamp.

5 54. Neither Caltech faculty nor Caltech CTME instructors teach the courses at the
6 Caltech Cybersecurity Bootcamp. The Caltech Cybersecurity Bootcamp is taught exclusively by
7 Simplilearn/Fullstack's employees or contractors. Simplilearn/Fullstack's employees and
8 contractors are not Caltech or Caltech CTME faculty or instructors. Simplilearn/Fullstack's
9 employees and contractors have no relationship whatsoever with Caltech.

10 55. The Caltech Cybersecurity Bootcamp instructors—who are hired and employed by
11 Simplilearn/Fullstack and do not teach at Caltech or in the Caltech CTME do not necessarily have
12 expertise in cybersecurity. One of Plaintiff Lopez's instructors had a degree in musical theater and
13 had only recently completed the Caltech Cybersecurity Bootcamp himself. He did not have any
14 other technical experience. He was unable to answer many technical questions in the classroom.
15 This instructor also continued teaching the Caltech Cybersecurity Bootcamp after the dates Plaintiff
16 Lopez attended.

17 56. Instructors hired by Simplilearn/Fullstack, on information and belief, are hired by
18 Simplilearn/Fullstack to teach across cybersecurity bootcamps offered through its many university
19 partners, not specifically for the Caltech Cybersecurity Bootcamp.

20 57. Caltech and the Caltech CTME have no role in designing the courses or materials for
21 the Caltech Cybersecurity Bootcamp. All materials for the Caltech Cybersecurity Bootcamp are
22 designed exclusively by Simplilearn/Fullstack.

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

26 59. The Continuing Education Units that Caltech represents students earn in the Caltech
27 Cybersecurity Bootcamp do not qualify students for *anything* at Caltech or the Caltech CTME.
28 Nowhere on the primary webpage or Caltech CTME website does Caltech describe any possible use

1 for the Continuing Education Units that Caltech Cybersecurity Bootcamp students receive.

2 60. In sum, the Caltech Cybersecurity Bootcamp coursework designed, created, and
3 taught by Simplilearn/Fullstack is not designed, created, or taught by Caltech or the Caltech CTME.

4 61. Nowhere does the primary webpage or Caltech CTME website explain to
5 prospective students that its entire “Caltech Cybersecurity Bootcamp,” including instruction and
6 educational content, is completely outsourced to Simplilearn/Fullstack and not provided by Caltech
7 or the Caltech CTME at all.

8 62. Nowhere does the primary webpage or Caltech CTME website explain that the
9 Caltech Cybersecurity Bootcamp students will not be taught by faculty or instructors affiliated with
10 Caltech or the Caltech CTME.

11 63. Instead, Caltech and Simplilearn/Fullstack have represented, and continue to
12 represent, on their websites that the Caltech Cybersecurity Bootcamp is a “collaboration” between
13 Caltech and Simplilearn/Fullstack.

14 64. Caltech and Simplilearn/Fullstack have a contract or agreement that defines the
15 parties’ relationship with respect to the Caltech Cybersecurity Bootcamp. Caltech is a private
16 university.

17 65. Simplilearn/Fullstack also has contracts or agreements with other universities to
18 provide cybersecurity bootcamps advertised with those universities’ names. Certain of
19 Simplilearn/Fullstack’s contracts and agreements with public universities are available through
20 public records requests. Upon review, those contracts and agreements consistently provide:

- 21 a. Simplilearn/Fullstack administers all aspects of admissions to the bootcamp, including
22 the admissions process, admissions support, assessment, interviews, and enrollment.
- 23 b. Simplilearn/Fullstack handles all aspects of recruiting for the bootcamp.
- 24 c. Simplilearn/Fullstack provides all instructors for the bootcamp. The bootcamp is
25 taught by Simplilearn/Fullstack instructors only.
- 26 d. All bootcamp instructors are Simplilearn/Fullstack employees or independent
27 contractors of Simplilearn/Fullstack. They are not university employees.
- 28 e. Simplilearn/Fullstack is responsible for designing, developing, and executing the

1 curriculum and educational programming for the bootcamp. Simplilearn/Fullstack
2 retains all rights to the curriculum and programming that it develops.

3 f. Simplilearn/Fullstack is responsible for furnishing all labor, materials, and equipment
4 for providing the bootcamp.

5 g. Simplilearn/Fullstack is responsible for developing, refining, and implementing
6 marketing strategies for the bootcamp. The university partner is required to actively
7 cooperate with Simplilearn/Fullstack in marketing the bootcamp.

8 h. Simplilearn/Fullstack is granted a license to use the university partner's intellectual
9 property (name, brand, trademarks, etc.) to market and provide the bootcamp.

10 66. Those contracts and agreements with other universities demonstrate
11 Simplilearn/Fullstack's business model of providing the instructors and curriculum for a
12 cybersecurity bootcamp in exchange for the use of a university's name and branding. Those
13 contracts and agreements use terms, provisions, and contract language that is identical in all
14 material respects.

15 67. Those contracts with other universities are a good indication that
16 Simplilearn/Fullstack uses the same business model for the Caltech Cybersecurity Bootcamp, and
17 that Caltech and Simplilearn/Fullstack have a contract or agreement with similar terms and
18 conditions regarding Simplilearn/Fullstack's provision of instructors, curriculum, and recruiting and
19 admission services for the Caltech Cybersecurity Bootcamp.

20 **IV. Caltech and Simplilearn's For-Profit Relationship.**

21 68. On information and belief, Caltech authorizes Simplilearn/Fullstack to utilize
22 Caltech's brands and trademarks to market a so-called Caltech bootcamp that is planned, developed,
23 executed, administered and otherwise operated by Simplilearn/Fullstack.

24 69. On information and belief, Caltech agrees to advertise the Caltech-branded
25 bootcamp, wholly created and operated by Simplilearn/Fullstack, and pass it off as a program
26 offered by Caltech. Caltech uses and condones marketing strategies developed and implemented by
27 Simplilearn/Fullstack, including for the primary webpage and Caltech CTME website and for other
28 advertisements and promotional materials.

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

3 71. Caltech is compensated for the use of its name—Caltech’s only contribution to the
4 Caltech Cybersecurity Bootcamp—with a share of the tuition revenue from the Caltech
5 Cybersecurity Bootcamp. Caltech and Simplilearn/Fullstack increase their profits when they
6 increase enrollments in the Caltech Cybersecurity Bootcamp, using misleading advertising to do so.

7 72. On information and belief, Simplilearn/Fullstack receives approximately 75% of the
8 total bootcamp tuition revenue. Caltech, like Simplilearn/Fullstack’s other university partners,
9 receives, on information and belief, approximately 25%, for doing nothing with or for students.
10 Students, meanwhile, do not get what they pay for.

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

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

18 74. After receiving the advertisement, Ms. Lopez visited the primary webpage for the
19 Caltech Cybersecurity Bootcamp. Based on the content of the webpage, described above, Ms.
20 Lopez understood that the bootcamp was an online education program provided by Caltech, with
21 courses designed, and instruction provided by, industry experts from Caltech or Caltech CTME.
22 She was excited about the opportunity to attend a program offered by such a prestigious school.
23 Ms. Lopez submitted her contact information through the webpage. She believed she was
24 submitting her contact information to, and requesting additional information from, Caltech. In
25 response, she received an email from a Student Advisor which listed Caltech’s address in Pasadena,
26 California and indicated that Ms. Lopez had received the email because she was subscribed to
27 receive information about the Caltech Cybersecurity Bootcamp from Caltech. Unbeknownst to Ms.
28 Lopez, the Student Advisor was not actually located on Caltech’s campus in Pasadena, was not an

1 employee of Caltech, and instead worked for Fullstack outside of California, in Phoenix, Arizona.

2 75. Next, Ms. Lopez completed an assessment through the primary webpage that the
3 Caltech Cybersecurity Bootcamp required applicants to take. After the assessment, she received
4 automatic emails confirming receipt of her assessment and then the results from the “Caltech
5 Cybersecurity Bootcamp Team.” After she was admitted, she received another email from the same
6 Student Advisor, whose signature block included a phone number with a 626 area code for
7 Pasadena, where Caltech is located, and no indication that the advisor worked outside of California.

8 76. Ms. Lopez was proud to have been admitted to a Caltech program. She was
9 influenced to attend the Caltech Cybersecurity Bootcamp because of Caltech’s reputation as a
10 prestigious technical school.

11 77. Ms. Lopez took out \$14,000 in private loans to attend the Caltech Cybersecurity
12 Bootcamp.

13 78. As Ms. Lopez progressed through the program, she realized that the program was
14 not what Caltech said it was. Her primary instructor had only recently completed the program
15 himself and was not able to answer students’ questions. Some students knew more than the
16 instructor. And the instructor most certainly was not from Caltech or Caltech CTME.

17 79. Ms. Lopez did not learn that her instructors were employed by, and every aspect of
18 the program was run by, Simplilearn/Fullstack, not Caltech, until she was in the program.

19 80. Despite persistent effort, Ms. Lopez has not secured employment in the
20 cybersecurity field. After completing the Caltech Cybersecurity Bootcamp in April 2021, she
21 worked with a career counselor from Fullstack, attending online career fairs and interviewing for
22 jobs. She has not received any callbacks or job offers.

23 81. Ms. Lopez is not bringing this action because she did not succeed in finding a
24 cybersecurity job. She is bringing this action because Caltech and Simplilearn/Fullstack
25 misrepresented what the Caltech Cybersecurity Bootcamp was, and continue to do so. Caltech and
26 Simplilearn/Fullstack represented that she and other students would be educated by Caltech.
27 Instead, she and other students received a program designed and taught entirely by
28 Simplilearn/Fullstack.

1 numerous Class, a well-defined community of interest, and substantial benefits from certification
2 that render proceeding as a class superior to the alternatives.

3 91. Numerosity and Ascertainability. The size of the Class makes a class action both
4 necessary and efficient. On information and belief, the proposed Class includes more than 300
5 current and former students. Members of the Class are ascertainable through Defendants' business
6 records but are so numerous that joinder of all individual Class Members would be impractical.

7 92. Predominant Common Questions of Law and Fact. Common questions of law and
8 fact affecting the rights of all Class Members predominate over individualized issues. These
9 common questions include, but are not limited to: (a) Whether Caltech's and Simplilearn's
10 statements to the public regarding the Caltech Cybersecurity Bootcamp violate the UCL, Cal. Bus.
11 & Prof. Code §17200 *et seq.*; (b) Whether Caltech's and Simplilearn's statements to the public
12 regarding the Caltech Cybersecurity Bootcamp violate the FAL, Cal. Bus. & Prof. Code §17500 *et*
13 *seq.*; (c) Whether Caltech's and Simplilearn's statements to the public regarding the Caltech
14 Cybersecurity Bootcamp violate the CLRA, Cal. Civ. Code §1770 *et seq.*; (d) Whether Caltech's
15 and Simplilearn's actions regarding the Caltech Cybersecurity Bootcamp constitute unjust
16 enrichment.

17 93. There are no defenses of a unique nature that may be asserted against Plaintiff
18 individually, as distinguished from the Class as a whole, and the relief sought is common to the
19 class.

20 94. Typicality. Plaintiff's claims are typical of the UCL, FAL, CLRA, and unjust
21 enrichment claims of the Class as a whole. Plaintiff was enrolled in the Caltech Cybersecurity
22 Bootcamp during the class period and sustained damages arising out of Defendants' unlawful
23 conduct.

24 95. Adequacy of Representation. Plaintiff will fairly and adequately represent the
25 interests of the Class because her individual interests are aligned with, and not antagonistic to, the
26 interests of the Class, and because Plaintiff has retained counsel who have the requisite resources
27 and ability to prosecute this case as a class action and are experienced in handling class claims and
28 claims involving unlawful business practices.

1 was a “Caltech” program in name only.

2 103. Plaintiff and Class Members are entitled to a public injunction pursuant to Business
3 and Professions Code §17535 that prohibits Caltech and Simplilearn in the future from
4 disseminating false or misleading advertising that does not accurately describe the true nature of the
5 Caltech Cybersecurity Bootcamp.

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

8 **SECOND CAUSE OF ACTION**
9 **Unfair or Deceptive Acts in Violation of Consumer Legal Remedies Act**
10 **Civil Code §1770 *et seq.***

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

13 106. Plaintiff and all Class Members are consumers as defined in Civil Code §1761(d).
14 Defendants constituted and constitute persons as defined in Civil Code §1761(c). The Caltech
15 Cybersecurity Bootcamp is a good or service as defined in Civil Code §1761(a), (b), and Plaintiff’s
16 and Class Members’ purchases of the Caltech Cybersecurity Bootcamp are transactions as defined
17 in Civil Code §1761(e).

18 107. Caltech and Simplilearn violated the Consumer Legal Remedies Act by:

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

22 b. “Misrepresenting the source, sponsorship, approval, or certification of goods
23 or services,” namely by misrepresenting that the Caltech Cybersecurity Bootcamp is
24 operated by Caltech when in fact it is operated exclusively by Simplilearn, in violation of
25 Civil Code §1770(a)(2);

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

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

8 e. “Representing that goods or services are of a particular standard, quality, or
9 grade . . . if they are of another,” namely by misrepresenting that the Caltech Cybersecurity
10 Bootcamp is an educational program developed and taught by Caltech personnel, when in
11 fact it is not, and is instead operated exclusively by Simplilearn, using Simplilearn
12 instructors and curriculum only, in violation of Civil Code §1770(a)(7); and

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

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

19 109. Plaintiff is entitled to, and therefore seeks, an injunction prohibiting the wrongful
20 acts and practices in violation of Civil Code §1770.

21 110. On July 20, 2023, Plaintiff Lopez, on behalf of herself and all others similarly
22 situated, mailed notice to Caltech and Simplilearn pursuant to Civil Code §1782. To date, Caltech
23 and Simplilearn have not remedied their unfair, deceptive, unlawful, and unconscionable
24 commercial practices or their false, deceptive, and/or misleading representations. Accordingly,
25 pursuant to Civil Code §1782(b), (c), and (d), Plaintiff seeks restitution and actual and punitive
26 damages, on behalf of herself and all others similarly situated, under Civil Code §§1780 and 1781.

27 111. Plaintiff and Class Members are also entitled to recover attorneys’ fees, costs,
28 expenses, and disbursements pursuant to Civil Code §§1780 and 1781.

THIRD CAUSE OF ACTION
Unjust Enrichment

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2 112. Plaintiff hereby realleges and incorporates by reference all allegations in each and
3 every preceding paragraph as if fully set forth herein.

4 113. Plaintiff and Class Members conferred an economic benefit on Caltech and
5 Simplilearn by paying thousands of dollars each for the Caltech Cybersecurity Bootcamp.

6 114. Caltech and Simplilearn have been unjustly enriched at the expense of Plaintiff and
7 Class Members, and Caltech and Simplilearn have unjustly retained the benefit of their unlawful
8 and wrongful conduct, because Plaintiff and Class Members did not receive the services that
9 Caltech and Simplilearn stated would be provided.

10 115. It would be inequitable and unjust for Caltech and Simplilearn to be permitted to
11 retain any of the unlawful proceeds resulting from their unlawful and wrongful conduct.

12 116. Plaintiff and Class Members are accordingly entitled to equitable relief including
13 restitution and disgorgement of all revenues, earnings, and profits that Caltech and Simplilearn
14 obtained as a result of its unlawful and wrongful conduct.

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

15
16
17 117. Plaintiff hereby realleges and incorporates by reference all allegations in each and
18 every preceding paragraph as if fully set forth herein.

19 118. California Business and Professions Code §17200 *et seq.*, the Unfair Competition
20 Law prohibits “any unlawful, unfair or fraudulent business act or practice.”

21 119. Caltech’s and Simplilearn’s acts or practices were unlawful: they violated the False
22 Advertising Law and the Consumer Legal Remedies Act and constituted unjust enrichment, as set
23 forth above.

24 120. Caltech’s and Simplilearn’s acts or practices were unfair: Caltech and Simplilearn
25 represented services that Caltech and Simplilearn had no intent of providing, causing harm to
26 Plaintiffs and Class Members that outweighs any benefit to consumers or competition. This
27 conduct was and is also immoral, unethical, oppressive, unscrupulous, and substantially injurious to
28 consumers.

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