

1 LOHR RIPAMONTI LLP  
2 Jason S. Lohr (SBN 262267)  
3 Roberto G. Ripamonti (SBN 259123)  
4 140 Geary Street, 7F  
5 San Francisco, CA 94108  
6 Telephone: (415) 683-7947  
7 Email: jason.lohr@lrllp.com  
8 Email: roberto.ripamonti@lrllp.com

9 *Attorneys for Maria De La Cruz, George Fong, and proposed Class Members*

10  
11  
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES — CENTRAL DISTRICT**

14 MARIA DE LA CRUZ and GEORGE  
15 FONG, on behalf of themselves and all  
16 others similarly situated,

17 Plaintiffs,

18 v.

19 THE WALT DISNEY COMPANY, a  
20 Delaware Corporation,

21 Defendant.

Case No.

**COMPLAINT FOR DAMAGES**

**(1) Solicitation of Employee by  
Misrepresentation (Cal. Lab. Code § 970)**

**(2) Intentional Misrepresentation**

**(3) Concealment**

**(4) Negligent Misrepresentation**

**DEMAND FOR JURY TRIAL**

1                   **INTRODUCTION**

2           1.       This class action is brought on behalf of Plaintiffs Maria De La Cruz and George  
3 Fong (“Plaintiffs,” “Ms. De La Cruz,” or “Mr. Fong”) and all other similarly situated persons  
4 who Defendant The Walt Disney Company (“Disney”) fraudulently induced to move from the  
5 company’s California offices to its proposed Lake Nona, Florida development (“Lake Nona”).

6   **THE PARTIES**

7                                   ***Plaintiff***

8           2.       Plaintiff Maria De La Cruz, now residing in Belle Isle, Florida, resided in Altadena,  
9 California, at times relevant to this complaint. She currently works for Disney as a Vice  
10 President of Product Design.

11           3.       Plaintiff George Fong is a resident of South Pasadena, California. Mr. Fong currently  
12 works for Disney as a Creative Director of Product Design.

13           4.       Plaintiffs bring this lawsuit as a class action under Cal. Code Civ. Proc. § 382 on  
14 behalf of all affected employees who were employed by Disney and who were fraudulently  
15 induced to move from the company’s California offices to its proposed Lake Nona, Florida  
16 development.

17                                   ***Defendant***

18           5.       Defendant The Walt Disney Corporation is a Delaware corporation with its principal  
19 executive offices located in Burbank, California. Disney is an international entertainment  
20 company that owns and operates theme parks and resorts, media networks, and movie studios,  
21 and sells various consumer products.

22   **JURISDICTION & VENUE**

23           6.       This is an action for damages, and other appropriate relief arising under California  
24 statute and common law.

25           7.       The amount in controversy exceeds the jurisdictional minimum for this court. The  
26 unlawful acts and practices alleged herein occurred in, or concern, the County of Los Angeles in  
27 the State of California. Defendants, and each of them, are qualified to do business in the State of  
28 California and conduct substantial business in the State of California including the County of Los

1 Angeles, or alternatively are citizens of the state of California. Therefore, jurisdiction is  
2 appropriate in this court.

3 8. Venue is proper in this Court under Code Civ. Proc. § 395.5 because Los Angeles  
4 County is Defendant's principal place of business.

5 **COMMON ALLEGATIONS OF FACT**

6 9. The Walt Disney Company is an entertainment company with offices located in  
7 various locations in California and Florida.

8 10. Up until May 2022, Ms. De La Cruz worked at Disney's Glendale, California  
9 office. Following that date, Ms. De La Cruz worked at Disney's Celebration office in  
10 Kissimmee, Florida. Up until January 2023, Mr. Fong worked at Disney's Glendale, California  
11 office. Following that date, Mr. Fong worked at Disney's Celebration office in Kissimmee,  
12 Florida, until March 2024, at which time he transferred back to Disney's Glendale, California  
13 office.

14 11. On or around July 15, 2021, then-Chairperson of Walt Disney Parks and Resorts  
15 Josh D'Amato emailed employees, including Plaintiffs and other similarly situated individuals,  
16 about "a brand-new regional campus which will be built in the vibrant Lake Nona community of  
17 Orlando, Florida" ("Lake Nona" or "the Lake Nona project"). The email stated that "most  
18 Southern California-based DPEP [Disney Parks, Experiences and Products] professional roles  
19 that are not fully dedicated to the Disneyland Resort or, in some cases, the international parks  
20 business, will be asked to relocate to this new Florida campus." This meant that most employees  
21 working in these departments would be located in Florida. The email stated that the Lake Nona  
22 project would allow Disney to consolidate the DPEP teams so that they could be more  
23 collaborative and impactful from both a creative and operational standpoint and that the move  
24 would allow for greater collaboration and creativity within these teams. The communication also  
25 stated that corporate roles that primarily support DPEP, along with certain enterprise functions,  
26 would also move to the campus.

1           12. Plaintiffs and other similarly situated individuals were employed in Disney’s DPEP  
2 division. Prior to this date, Disney did not communicate the existence of the Lake Nona project  
3 to Plaintiffs or other similarly situated individuals.

4           13. On or around July 16, 2021, Disney launched a webpage about the Lake Nona  
5 project and distributed a timeline to Plaintiffs and other similarly situated individuals. The  
6 timeline stated that employees would be notified no later than November 1, 2021 “if their role is  
7 affected by the relocation to the new campus” and that employees would have “up to 90 days  
8 from the day they are informed to consider and make the decision that’s best for them.”  
9 Transferring employees would be expected to complete their moves to Central Florida by the end  
10 of 2022 in preparation for the project’s completion in 2023.

11           14. During July and August of 2021, Disney, through various communications to DPEP  
12 employees, framed the Lake Nona Project and proposed relocation in a positive manner via  
13 email communications, web materials, and video conference presentations. Disney emphasized  
14 the contemporary nature of the planned facilities, including its collaborative workspaces, large  
15 group gathering spaces, extensive amenities, and efficient transportation options. Disney also  
16 emphasized the affordability of the Orlando housing market, the availability of strong performing  
17 schools and the availability of lifestyle amenities in and around Lake Nona.

18           15. On or around August 24, 2021, Mary Shoal, Disney’s Senior Vice President of  
19 Global Product, announced via videoconference specific positions that would transfer to Lake  
20 Nona, including Ms. De La Cruz’s and Mr. Fong’s positions. Disney sent impacted employees a  
21 follow-up email the same day giving them an opportunity to accept or decline relocation. Various  
22 communications between Disney and Plaintiffs, and other similarly situated individuals, made it  
23 clear that employees who declined relocation would lose their jobs. In total, Disney informed  
24 approximately 2,000 employees that their roles would transfer from the company’s California  
25 offices to Lake Nona.

26           16. On or around August 25, 2021, employees under Ms. De La Cruz’s supervision  
27 began to inquire whether Disney would offer severance pay if they declined to relocate to  
28

1 Florida. Disney stated that severance would vary based on each individual and directed Ms. De  
2 La Cruz to refer employees to the company's Severance Pay Plan.

3 17. Plaintiffs, and many other similarly situated individuals, had lived in Southern  
4 California for many years. Many had raised families and established close ties with their local  
5 communities. In Mr. Fong's case, and in the case of many other similarly situated individuals,  
6 their families had lived in Southern California for generations. These employees were given the  
7 choice to sell their Southern California homes and leave their communities primarily because  
8 Disney represented that their job security at Disney was dependent upon their relocation to  
9 Florida, but also because Disney represented that their work groups would now be centralized in  
10 Florida, and by constructing the Lake Nona campus, Disney was providing them with a  
11 modernized, comfortable, and centralized workplace where they could effectively perform their  
12 job duties. In sum, employees were incentivized to move through a combination of reward and  
13 punishment. An employee could choose to move to a better life in Florida, or alternatively,  
14 choose not to move and be terminated by Disney.

15 18. Between August and November of 2021, a large percentage of affected employees  
16 across all subdivisions of DPEP (Disney Parks, Experiences and Products) declined to relocate to  
17 Lake Nona. Disney instructed individuals who declined to relocate to stand by until further  
18 notice and continue their day-to-day work. During this time, many individuals nonetheless  
19 submitted resignations, because they recognized that the job market for similar positions was  
20 poor due to the COVID-19 pandemic and that it would become even worse during the holiday  
21 season, when they believed they would be terminated.

22 19. In early November, 2021, Plaintiffs, and other similarly situated individuals, made  
23 a pre-move trip to Orlando in preparation to decide whether or not to relocate. On or around  
24 November 22, 2021, Ms. De La Cruz, Mr. Fong, and other similarly situated individuals,  
25 informed Disney that they would relocate to Lake Nona. For employees informed August 24,  
26 2021 that their roles would transfer to Lake Nona, November 22 was the deadline to make a  
27 decision.

28

1           20. In May of 2022, Ms. De La Cruz sold her home in Altadena, California. Mr. Fong  
2 also sold his home, which was a particularly painful decision because it was the family home he  
3 had grown up in and inherited. During the first half of 2022, other similarly situated individuals  
4 also sold their California homes, understanding that Disney expected them to relocate to Florida  
5 by the end of the year.

6           21. In early June of 2022, Ms. De La Cruz and Mr. Fong closed escrow on separate  
7 home purchases in Orlando, Florida. Other similarly situated individuals also closed escrow on  
8 Orlando home purchases during 2022. Following Disney's announcement of the Lake Nona  
9 project, prices for homes in the vicinity of the Orlando metropolitan area rose significantly.

10           22. On or around June 14, 2022, Jenifer DeSofi, Disney's then-Head of Global Product  
11 Creation, announced to Plaintiffs, and other similarly situated individuals, that Disney would  
12 delay completion of the Lake Nona project until 2026. Ms. DeSofi informed impacted employees  
13 they would now have until 2026 to relocate to Florida. However, senior leadership, including  
14 Tasia Filippatos, Disney's President of Consumer Products, suggested to her senior executives,  
15 including Ms. De La Cruz, to urge employees to relocate by the end of 2024. Some individuals  
16 who were in escrow for Florida home purchases elected to forfeit their security deposits and  
17 remain in California until required to relocate.

18           23. In December of 2022, Mr. Fong closed escrow on the sale of his childhood home in  
19 Los Angeles, California. On or around January 6, 2023, Mr. Fong moved to Florida, residing in a  
20 hotel while he awaited the completion of renovations on his Orlando home.

21           24. On or around January 18, 2023, Disney conducted an Executive Town Hall for its  
22 DPEP division at Coronado Springs Convention Center in Bay Lake, Florida. At the Town Hall,  
23 Disney's CEO Bob Iger confirmed that the Lake Nona project would be completed according to  
24 plan.

25           25. On or around January 27, 2023, Disney conducted an in-person Executive Coffee  
26 Chat, during which Tasia Filippatos, President of Consumer Products, confirmed that the Lake  
27 Nona project would be completed according to plan.

28

1           26. However, on May 18, 2023, Ms. Filippatos and Natalia Strauch of Disney’s Human  
2 Resources department communicated to Plaintiffs, and other similarly situated individuals, via  
3 videoconference that Disney had canceled the Lake Nona Project.

4           27. Prior to May 18, 2023, there was no groundbreaking on the property designated for  
5 the Lake Nona project and no visible indication that Disney had ever truly intended to develop it.

6           28. On or around May 18, 2023, Disney communicated to Plaintiffs and other similarly  
7 situated individuals that they had until the end of 2023 to decide whether or not to remain in  
8 Florida. Those choosing not to remain in Florida would have until the end of 2024 to physically  
9 relocate to California to work in Disney’s California offices.

10           29. As a result of the May 18 announcement, Plaintiffs, and others similarly situated,  
11 were unsure how the failure to construct the Lake Nona campus would impact their jobs.  
12 However, Plaintiffs and other similarly situated individuals gradually began to have concerns  
13 that their job security at Disney would be threatened if they did not return to California to work  
14 in Disney’s California offices. A large majority of Plaintiffs’ team members were still in  
15 California, and Disney appeared to lack the facilities in Florida to properly accommodate the  
16 majority of DPEP team members. Also, it was reported in the media that Disney’s new CEO,  
17 Bob Iger, preferred Disney’s teams not to be split.

18           30. Following Disney’s announcement that it had canceled the Lake Nona project,  
19 housing prices in the vicinity of Lake Nona dropped significantly. The Wall Street Journal  
20 reported May 29, 2023 that “When Disney announced its Lake Nona investment plans—which  
21 included the employee relocation—almost two years ago, it sparked a wave of new residential  
22 and multifamily development. Now, its pullout could contribute to a glut of homes in the  
23 community.” Meanwhile, home prices in the Los Angeles, California area had increased  
24 significantly between the summer of 2022 and the summer of 2023. Mortgage rates had also  
25 increased significantly, making it impossible for Plaintiffs and other similarly situated  
26 individuals to obtain housing comparable to the homes they had sold in connection with the  
27 transfer of their roles to Lake Nona.

28

1           31. On May 19, 2023, Tami Garcia of Disney Human Resources emailed Plaintiffs and  
2 other similarly situated individuals stating that “we truly regret the disruption you’ve all faced  
3 due to this initiative.”

4           32. In a June 8, 2023 email to Ms. Strauch and Lianne Youmans of Disney Human  
5 Resources, Ms. De La Cruz conveyed her and her team members’ concerns about their  
6 employment following the Lake Nona cancellation, stating that “Our team is currently split  
7 between 1390 Celebration and Main Gate. Originally these were supposed to be temporary  
8 spaces, but now with no plan for a creative campus there will no longer be a reason to stay in  
9 these separate spaces. The main concern is that the current locations are not set up as a creative  
10 environment.” In the same email, Ms. De La Cruz also questioned, “After all of this, will there  
11 be any security in our positions? My fear would be that we decide to stay in Florida, only to be  
12 laid off in the next year or so. I don’t want to be punished for being put into a situation my  
13 company put me in.”

14           33. Communications by Disney’s senior leadership in the wake of the Lake Nona  
15 cancellation were scant or nonexistent. However, Plaintiffs, and similarly situated individuals,  
16 were now required to make a decision as to whether to return to California by the end of 2023.

17           34. Mr. Fong ultimately decided to move back to California. On or around October 2,  
18 2023, Mr. Fong met with Roxana Orozco of Disney’s Global Mobility department to discuss the  
19 damages he had suffered and would suffer and his proposed terms for transferring back to  
20 Disney’s Glendale, California office. Mr. Fong was extremely disappointed by Disney’s offer  
21 because it did not compensate him fairly for the damages he had suffered and would suffer.  
22 However, Mr. Fong recognized that his job security and ability to perform his role were  
23 dependent upon his return to California and agreed to transfer. For similar reasons, Ms. De La  
24 Cruz also agreed to transfer.

25           35. On or around November 10, 2023, Mr. Fong listed his Orlando home for sale.  
26 Approximately one month later, Mr. Fong pulled his home off the market, having received no  
27 offers. Mr. Fong relisted his Orlando home on or around January 25, 2024 and accepted an offer  
28 January 31, 2024. The sale fell through seven days prior to the close of escrow, but a new buyer



1 entered a purchase agreement and Mr. Fong closed escrow on his Orlando home in the spring of  
2 2024.

3 36. In May of 2024, Ms. De La Cruz listed her Orlando home for sale. A buyer entered  
4 into a purchase agreement for the home, with escrow scheduled to close in June of 2024. Ms. De  
5 La Cruz and her family plan to return to California so she can continue to work at Disney's  
6 Glendale, California office.

7 37. On April 11, 2024, Mr. Fong closed escrow on a home purchase in South Pasadena,  
8 California with significantly less square footage than his previous Los Angeles home and is  
9 currently working in-person at Disney's Glendale, California office. Apart from Mr. Fong, other  
10 similarly situated individuals have been forced to purchase or rent less desirable housing upon  
11 their return to California.

12 38. On or around May 30, 2024, Ms. Filippatos addressed Plaintiffs and other  
13 employees in person during an executive business update, apologizing to those impacted by the  
14 Lake Nona project and subsequent cancellation and expressing that the situation was a mistake  
15 on Disney's part.

#### 16 **CLASS ACTION ALLEGATIONS**

17 39. Plaintiffs bring all causes of action (the "Class Claims") under Cal. Code Cov. Proc.  
18 § 382 on behalf of a class of similarly situated individuals (the "Class"), defined as:

19  
20 All current and former California Disney employees who relocated from California to  
21 Florida as a result of Disney's announcement of the Lake Nona Project.

22  
23 40. The Class is so numerous that joinder of all members is impracticable. Plaintiffs are  
24 informed and believe, and on that basis allege, that during the Class Period Defendants employed  
25 at least 250 people who satisfy the definition of the Class.

26 41. Common questions of law and fact exist as to members of the Class, including, but  
27 not limited to, the following:

28

- 1 • Whether Disney unlawfully solicited employees to relocate as a result of  
2 misrepresentations in violation of California Labor Code Section 970;  
3
- 4 • Whether Disney intentionally misrepresented facts relating to the Lake Nona Project,  
5 thereby inducing employees to move from California to Florida;  
6
- 7 • Whether Disney concealed facts relating to the Lake Nona Project, thereby inducing  
8 employees to move from California to Florida;  
9
- 10 • Whether Disney negligently misrepresented facts relating to the Lake Nona Project,  
11 thereby inducing employees to move from California to Florida.  
12

13 42. Plaintiffs' claims are typical of Class members' claims. Plaintiffs, like other Class  
14 members, were induced to move from California to Florida as a result of Disney's false  
15 representations.

16 43. The named Plaintiffs will fairly and adequately protect the interests of the members  
17 of the Class and have retained counsel that is competent and experienced in class action  
18 litigation. The named Plaintiffs have no interests that conflict with, or are otherwise antagonistic  
19 to, the interests of, other Class members.

20 44. A class action is superior to all other available methods for the fair and efficient  
21 adjudication of this controversy since joinder of all members is impracticable. Further, as the  
22 damages that some individual Class members have suffered may be relatively small, the expense  
23 and burden of individual litigation make it impossible for members of the Class to individually  
24 redress the wrongs done to them. There will be no difficulty in management of this action as a  
25 class action.  
26  
27  
28

1 **FIRST CAUSE OF ACTION**  
2 **Solicitation of Employee by Misrepresentation (Cal. Lab. Code § 970)**  
3 **(Against Defendant on behalf of Plaintiffs and the Class)**

4 45. Plaintiffs reallege and incorporate by reference the allegations set forth in each  
5 preceding paragraph of this complaint.

6 46. Disney made false representations regarding the kind, character, or existence of  
7 work, or the length of time such work will last. These representations were made to persuade or  
8 induce Plaintiffs and similarly situated employees to change residence.

9 47. Specifically, Disney communicated to Plaintiffs and similarly situated employees  
10 that Disney would build a brand-new state-of-the-art campus in Orlando, Florida. Disney further  
11 represented that most Southern California-based DPEP jobs would be relocated to Florida.  
12 Disney also represented that the consolidation of DPEP teams would provide for greater  
13 collaboration and creativity within the teams. Disney represented that management, and other  
14 associated corporate roles, would also be relocated. Disney also represented that Plaintiffs, and  
15 other similarly situated employees, would be terminated from employment at Disney if they did  
16 not agree to relocate to Florida. However, these statements were untrue. Instead, Disney had not  
17 determined with certainty that it would build a new campus at Lake Nona.

18 48. At the time these representations were made, Defendant knew these statements to  
19 be untrue, and purposely omitted material information only known to Defendant that was likely  
20 to deceive employees considering a change in residence for employment purposes.

21 49. Defendant intended that Plaintiffs would rely on these representations in  
22 considering a change of residence for employment purposes.

23 50. Plaintiffs, and similarly situated employees, reasonably relied on these  
24 representations and changed residence for the purpose of working for Disney.

25 51. As a result of relying on the statements relating to the Lake Nona project, and  
26 Disney's failure to share the concealed facts, Plaintiffs, and all similarly situated employees,  
27 experienced various harms including losses relating to selling their homes in California,  
28 purchasing new homes in Florida, and other expenses and damages related to unnecessarily

1 moving across the country. Plaintiffs, and similarly situated employees, would not have suffered  
2 these damages but for Disney's false representations. Plaintiffs, and similarly situated employees'  
3 reliance on Disney's representations therefore was a substantial factor in causing these harms.

4 52. California Labor Code section 972 provides that any person “who violates any  
5 provision of section 970 is liable to the party aggrieved, in a civil action, for double damages  
6 resulting from such misrepresentations.” Plaintiffs are therefore entitled to recover double the  
7 damages sustained as a result of Defendant’s misrepresentations.

8  
9 **SECOND CAUSE OF ACTION**  
10 **Intentional Misrepresentation**  
11 **(Against Defendant on behalf of Plaintiffs and the Class)**

12 53. Plaintiffs reallege and incorporate by reference the allegations set forth in each  
13 preceding paragraph of this complaint.

14 54. Disney represented to Plaintiffs, among other things, that Disney would build a  
15 brand-new state-of-the-art campus in Orlando, Florida. Disney further represented that most  
16 Southern California-based DPEP jobs would be relocated to Florida. Disney also represented that  
17 the consolidation of DPEP teams would provide for greater collaboration and creativity within  
18 the teams. Disney represented that management, and other associated corporate roles, would also  
19 be relocated. Disney also represented that Plaintiffs, and other similarly situated employees,  
20 would be terminated from employment at Disney if they did not agree to relocate to Florida.

21 55. These representations, among other representations made regarding the Lake Nona  
22 project, were not true.

23 56. When Disney made these representations it knew them to be untrue and did not  
24 have a reason to believe them to be true at the time the representations were made.

25 57. Disney intended that Plaintiffs, and similarly situated employees, rely on these  
26 representations in order to induce them to agree to relocate to Florida.

27 58. Plaintiffs, and all similarly situated employees, did rely on these representations and  
28 ultimately moved to Florida.







1 Dated: June 18, 2024

LOHR RIPAMONTI LLP



Jason S. Lohr  
jason.lohr@lrllp.com

*Attorneys for Maria De La Cruz, George Fong, and proposed Class Members*

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Deadline



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR A JURY TRIAL**

Plaintiff hereby demands a jury trial on all causes of action and claims with respect to which Plaintiff has a right to a jury trial.

Dated: June 18, 2024

LOHR RIPAMONTI LLP,



Jason S. Lohr  
jason.lohr@lrllp.com

*Attorneys for Maria De La Cruz, George Fong, and proposed Class Members*

Deadline