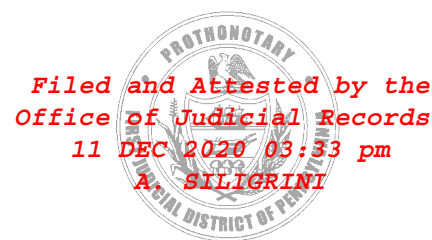


Peter Winebrake (80496)  
Winebrake & Santillo, LLC  
715 Twining Road, Suite 211  
Dresher, PA 19025  
(215) 884-2491  
Plaintiff's Counsel



COURTLIND DAVIS,  
Plaintiffs,

v.

YOH SERVICES LLC and SANOFI  
PASTEUR INC.  
Defendant.

PHILADELPHIA COUNTY  
COURT OF COMMON PLEAS  
CLASS ACTION  
JURY TRIAL DEMANDED

**COMPLAINT – CLASS ACTION**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION  
Lawyer Referral and Information Service  
1101 Market Street, 11th Floor  
Philadelphia, Pennsylvania 19107  
(215) 238-1701

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas

expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notification. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidira favor del demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATA-MENTE SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.  
ASOCIACION DE LICENCIADOS DE  
FILADELFA  
Servicio De Referencia E Informacion Legal  
1101 Market Street, 11th Floor  
Filadelfia, Pennsylvania 19107  
(215) 238-1701

## **COMPLAINT – CLASS ACTION**

Courtland Davis (“Plaintiff”) brings this class action lawsuit against Yoh Services, Inc. (“Yoh”) and Sanofi Pasteur Inc. (“Sanofi”) and alleges: breach of contract; violation of the Pennsylvania Wage Payment and Collection Law (“PWPCL”), 43 P.S. §§ 260.1, *et seq.*; liability under the promissory estoppel doctrine; and liability under the unjust enrichment doctrine.

### **PARTIES**

1. Plaintiff is an individual residing in Scranton, PA.
2. Yoh is a corporate entity headquartered at 1500 Spring Garden Street, Philadelphia, PA 19130.
3. Sanofi is a corporate entity headquartered at 55 Corporate Drive, Bridgewater, NJ 08807.
4. Yoh and Sanofi are referred to collectively as “Defendants.”

### **JURISDICTION AND VENUE**

5. This Court has personal jurisdiction over Defendants because, *inter alia*, Defendants regularly do business in Pennsylvania and the facts and circumstances underlying this action took place in Pennsylvania.

6. Venue in this Court is proper because Yoh is headquartered in Philadelphia, regularly conducts business in Philadelphia, and, upon information and believe, some of the corporate decision-making underlying this action took place at Yoh’s Philadelphia headquarters.

### **FACTS**

7. Yoh is a staffing company that provides employees to customers such as

Sanofi.

8. Sanofi is a vaccine manufacturer that operates a manufacturing plant in Swiftwater, PA (“the Sanofi Plant”).

9. Plaintiff is one of over 60 technicians who are jointly employed by Defendants and work at the Sanofi Plant.

10. Plaintiff and other technicians are assigned and regularly use Sanofi email addresses (*e.g.*, “\_\_\_@sanofi.com”).

11. Plaintiff and other technicians are directly supervised by both Sanofi and Yoh managers stationed within the Sanofi Plant.

12. Plaintiff and other technicians must comply with Sanofi workplace rules and standards. Failure to do so can result in termination.

13. Plaintiff and other technicians are privy to Sanofi’s proprietary information and enter into a written agreement with Sanofi to keep such information confidential.

14. Charles Hollow works at the Sanofi Plant and purports to have the job title of “Project Manager, Laboratory Operations, Global Clinical Immunology, Sanofi Pasteur.”

15. On April 7, 2020, Mr. Hollow, writing from his Sanofi email address, sent to Plaintiff and over 60 other technicians the email attached as Exhibit A.<sup>1</sup>

16. The April 7, 2020 email promised that Plaintiff and other full-time technicians would receive a 15% pay increase for the duration of the COVID 19

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<sup>1</sup> This email has been redacted to prevent the public disclosure of the email addresses utilized by Mr. Hollow and the recipients. Every email address, however, is in the following format: “[first name].[last name]@sanofi.com.”

pandemic. *See* Ex. A. In fact, the email’s final sentence summarized the promise as follows: “Short Version: Laboratory individuals that are required to work 40 hours in a week will be entitled to a 15% pay bump for the duration of the pandemic.” *Id.* This promised 15% pay increase was generally referred to as “hazzard pay.” We employ such terminology in this Complaint.

17. Plaintiff and other technicians relied on Defendants’ hazard pay promise by consistently working throughout the pandemic, and Defendants derived a significant financial benefit from such work.

18. In the weeks and months after April 7, 2020, Defendants repeatedly failed to provide the promised hazard pay to the technicians. Plaintiff and other technicians complained to management about Defendants’ failure to fulfill its promise. Plaintiff, for example, complained on at least seven separate occasions during the period between May 2020 and October 2020.

19. On November 2, 2020, Mr. Hollow (writing from his Sanofi email address) forwarded to Plaintiff and other technicians an email from Yoh Vice President Jeff Matvienko (who works from Yoh’s Philadelphia headquarters) stating the following:

First, I would like to express my personal gratitude and our company’s appreciation for the efforts that all of you have made over the past 10 months. We are in a new world, one in which we all have new priorities, new challenges and new dreams. When we all started 2020 I don’t think a single one of us could have predicted the new normal of today. COVID-19 and all of its associated challenges has shaken up how we work, how we play and how we live.

We understand that and we also understand that you were part of a team of individuals who were asked to continue to work on site during the uncertainty of what was becoming an untenable situation in this world. You came to work every day not knowing what tomorrow would bring. We truly appreciate all of these efforts. What we would like to do is thank you for your efforts

and help in the best way we can. *As such, we are rewarding each of you with an additional three (3) days of paid time off.* This PTO is to be taken between December 2020 and into 2021. This time is to be worked out and approved by your site PM, Charles Hollow.

Again, thank you for your efforts while we worked through how to execute our mission and to address our new normal. (emphasis supplied).

20. Upon reading the email referenced in paragraph 19 above, Plaintiff and other technicians were concerned that Defendants appeared to be replacing seven months of promised hazard pay with three future PTO days. These concerns were confirmed when, a few hours later, Mr. Hollow sent a follow-up email confirming that “[t]his time off is in lieu of hazard pay.” (emphasis supplied).

21. Plaintiff estimates that, to date, Defendants’ have failed to pay her approximately \$5,000 in promised hazard pay. These damages will continue to grow throughout the remainder of the COVID pandemic.

### **CLASS ACTION ALLEGATIONS**

22. Plaintiff brings this lawsuit as a class action on behalf of all recipients of the email attached as Exhibit A and every other employee (regardless of job title) who was promised hazard pay.

23. This action is properly maintained as a class action pursuant to Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709.

24. The class includes over 60 individuals and so numerous that joinder of all individual members is impracticable.

25. Defendants’ conduct with respect to Plaintiff and the class raises questions of law and fact that are common to the entire class.

26. Plaintiff’s claims and Defendants’ anticipated defenses are typical of the

claims or defenses applicable to the entire class.

27. Plaintiff's interests in pursuing this lawsuit are aligned with the interests of the entire class.

28. Plaintiff will fairly and adequately protect class members' interests because their experienced and well-financed counsel are free of any conflicts of interest and are prepared to vigorously litigate this action on behalf of the entire class.

29. A class action provides the fairest and most efficient method for adjudicating the legal claims of all class members.

### **COUNT I – Breach of Contract**

30. All previous paragraphs are incorporated as though fully set forth herein.

31. Defendants have a contractual obligation to provide hazard pay to Plaintiff and the class members.

32. Defendants have breached their contractual obligation by failing to pay the promised hazard pay to Plaintiff and the class members.

33. Plaintiff and the class members have been financially damaged by Defendants' contractual breach.

### **COUNT II – PWPCL**

34. The PWPCL provides Plaintiff and the class members with an "additional statutory remedy when the employer breaches a contractual obligation to pay earned wages," *Weldon v. Kraft, Inc.*, 896 F.2d 793, 801 (3d Cir. 1990), and defines "wages" broadly to include, *inter alia*, wage supplements such as the hazard pay at issue in this action, *see* 34 P.S. § 260.2a. These additional remedies include (i) liquidated damages equaling 25% of the unpaid wages, *see* 43 P.S. § 260.10, and (ii) litigation costs and

reasonable attorney's fees, *see* 43 P.S. § 260.9a(f).

35. Defendants have violated the PWPCCL because, as asserted in Count I above, it breached its contractual wage obligations to Plaintiff and the class members.

**COUNT III – Promissory Estoppel (Pled in the Alternative)**

36. All previous paragraphs are incorporated as though fully set forth herein.

37. This promissory estoppel claim is pled in the alternative and should be reached if the Court or factfinder rejects Plaintiff's breach of contract claim.

38. The promissory estoppel doctrine "allows the court to enforce a party's promise that is unsupported by consideration where (1) the promisor makes a promise that he reasonably expects to induce action or forbearance by the promisee, (2) the promise does induce action or forbearance by the promisee, (3) and injustice can only be avoided by enforcing the promise." *Carlson v. Arnot-Ogden Memorial Hospital*, 918 F.2d 411, 416 (3d Cir. 1990).

39. Here, the above elements are satisfied based on the facts pled in this Complaint.

**COUNT IV – Unjust Enrichment (Pled in the Alternative)**

40. All previous paragraphs are incorporated as though fully set forth herein.

41. This unjust enrichment claim is pled in the alternative and should be reached if the Court or factfinder rejects Plaintiff's breach of contract claim.

42. The unjust enrichment doctrine applies when the plaintiff has conferred a benefit that has been appreciated by defendant under inequitable circumstances. *See EBC, Inc. v Clark Building Systems, Inc.*, 618 F.3d 253, 273 (3d Cir. 2010).

43. Here, the above elements are satisfied based on the facts pled in this

Complaint.

**PRAYER FOR RELIEF**

Plaintiff, on behalf of herself and other class members, seeks the following relief:

- a. The monetary value of all hazzard pay accrued since April 7, 2020;
- b. Liquidated damages, attorney's fees, and costs to the greatest extent permitted under the PWPCCL;
- c. Prejudgment interest; and
- d. Any other relief the Court deems just and proper.

**JURY DEMAND**

Plaintiff demands a jury trial.

Dated: December 11, 2020

Respectfully,



Peter Winebrake (80496)  
R. Andrew Santillo (93041)  
Mark J. Gottesfeld (307752)  
Winebrake & Santillo, LLC  
715 Twining Road, Suite 211  
Dresher, PA 19025  
(215) 884-2491  
pwinebrake@winebrakelaw.com



# Exhibit A


*From:* Hollow, Charles /US/EXT <[REDACTED]@sanofi.com>

*Sent:* Tuesday, April 07, 2020 10:17 AM

*To:*

[REDACTED]

*Davis, Courtlind /US/EXT*



**Subject:** *Vacation and Pay*

*Hi all,*

*I'd like to make an announcement and clarification on 2 topics.*

*Vacation:*

*I would like to inform everybody that you will not be required to use your accrued vacation time by the end of April as some Sanofi employees may be required to do. One reason that we will do things a little differently is that we accrue our vacation time monthly vs. Sanofi receiving vacation time in a lump sum at the beginning of the year. As I'm sure you understand, this would not be a subject that you would want to discuss in open forums with Yoh employees or with our client.*

*(Short Version: There is no requirement for Yoh individuals to use vacation before the end of April.)*

*Pay Bump:*

*Additionally, it has been determined that individuals that are required to go onto the site for forty (40) hours a week during this pandemic situation will receive a pay increase of 15% (during the pandemic situation "only") the increase will terminate at the end of the situation and pay will go back to the prior rate. The rate change is due to the increased risk of exposure during the time of the pandemic. I am not aware of anybody working in or placed in Operations and Support that will be receiving the 15% increase.*

*(Short Version: Laboratory individuals that are required to work 40 hours in a week will be entitled to a 15% pay bump for the duration of the pandemic. )*

Kind regards,

***Charles Hollow, M.S.***

***Project Manager, Laboratory Operations***

*Global Clinical Immunology, Sanofi Pasteur*

*charles.hollow@sanofi.com / charles.hollow@voh.com*

*TEL.: 570.957.3750 - CELL.: 570.687.8469*

*Employed @ **Yoh** a Day & Zimmermann Company*

**VERIFICATION**

I, Courtlind Davis, hereby state:

1. I am a plaintiff in this action;
2. I verify that the factual statements made in the accompanying complaint are true and correct to the best of my knowledge information and belief;  
and
3. I understand that the statements in the complaint are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 12/10/2020

DocuSigned by:  
*Courtlin Davis*  
AB2A87586544439...  
\_\_\_\_\_  
COURTLIND DAVIS