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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NICOLE KREUZER, MARCO MARTINEZ,
and BRANDY WALLER, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

CASTING NETWORKS, LLC,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

1. Violation of Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*)
2. Violation of Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)
3. Violation of False Advertising Law (Cal. Bus. & Prof. Code § 17500)
4. Violation of the Fee-Related Talent Services Law (Cal. Lab. Code § 1700, *et seq.*)
5. Unjust Enrichment

JURY TRIAL DEMAND

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TABLE OF CONTENTS

Page No.

I. INTRODUCTION 1

II. JURISDICTION 7

III. VENUE 8

IV. PARTIES 8

 Plaintiffs 8

 Defendant 11

V. FACTUAL ALLEGATIONS 13

VI. CLASS ACTION ALLEGATIONS 26

VII. CAUSES OF ACTION 29

 COUNT ONE 29

 COUNT TWO 32

 “Unfair” Prong 34

 “Fraudulent” Prong 37

 “Unlawful” Prong 38

 COUNT THREE 40

 COUNT FOUR 42

 COUNT FIVE 45

VIII. PRAYER FOR RELIEF 46

IX. DEMAND FOR JURY TRIAL 48

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COMPLAINT

1. Plaintiffs Nicole Kreuzer, Marco Martinez, and Brandy Waller (“**Plaintiffs**”), individually and on behalf of all others similarly situated, as more fully described herein (the “**Class**” and “**Class Members**”), bring this class action complaint against Defendant Casting Networks LLC (“**Defendant**” and/or “**Casting Networks**”), and alleges the following based upon information and belief, unless otherwise expressly stated as based upon personal knowledge.

I. INTRODUCTION

2. It is hard to make it in Hollywood. Plagued with competition, nepotism, and high financial barriers, the entertainment industry is hostile to aspiring actors. Opportunities are few, and merely getting a reel in front of a casting director can be an arduous task. The internet could have lessened daunting hurdles, replacing insider favoritism with meritocracy, enabling audition tapes to be sent from middle America to an executive’s office, and provided a bulletin for thousands of roles that need to be filled.

3. Despite the potential for technology to democratize access, the reality is that corporations have quickly filled the void, offering to connect actors to casting directors at steep prices. Rather than prioritize the discovery of new talent and facilitating the connection between actors and new roles, these entities focus on maximizing profit. Corporations, such as Defendant, have introduced a new layer of financial gatekeeping where access to auditions and exposure to casting directors has been commodified. Replacing “who do you know in Hollywood,” with “how much are you willing to pay,” as markers for success, Casting Networks and its ilk have commercialized, gatekept, and exerted unlawful control over the casting process.

4. **The Fee-Related Talent Services Law (“FTSL”).** In response to growing concerns over exploitation and financial hardships faced by aspiring actors in the industry, particularly by predatory practices regarding talent discovery and career advancement, the Fee-Related Talent Services Law (Cal. Lab. Code § 1703, *et seq*) was conceived. This legislation was born from a necessity to protect individuals from fraud, deceit, and financial barriers that had become rampant in Hollywood’s talent acquisition processes. It aimed to counteract commercialization, gatekeeping, and exploitation imposed by profit-driven entities by ensuring a fairer and more transparent pathway

1 for talent to connect with opportunities. Effective as of January 1, 2010, this legislative action was
2 meant to rectify the imbalance between vulnerable actors seeking career advancement and
3 corporations seeking money. The quotes following highlight California’s commitment to protecting
4 its citizens and fostering a healthy environment in the talent industry:

5 5. “[T]here exist in connection with a substantial number of contracts for talent services,
6 sales practices and business and financing methods which have worked a fraud, deceit, imposition,
7 and financial hardship upon the people of this state, particularly upon children and other minors;
8 that existing legal remedies are inadequate to correct these abuses; that the talent industry has a
9 significant impact upon the economy and well-being of this state and its local communities; and that
10 existing legal remedies are inadequate to correct these abuses; that the talent industry has a
11 significant impact upon the economy and well-being of this state and its local communities; and that
12 the provisions of this act relating to these are necessary for the public welfare and that the provisions
13 of this act relating to these are necessary for the public welfare.”

14 6. “The Legislature declares that the purpose of this act is to safeguard the public against
15 fraud, deceit, imposition, and financial hardship, and to foster and encourage competition, fair
16 dealing, and prosperity in the field of talent services by prohibiting or restricting false or misleading
17 advertising and other unfair, dishonest, deceptive, destructive, unscrupulous, and fraudulent
18 business practices by which the public has been injured in connection with talent services. Nothing
19 in this act is intended to prohibit talent training services, talent counseling services, and talent listing
20 services from conducting business provided they comply with the provisions and prohibitions set
21 forth in this act.” 2009 Cal ALS 286, 2009 Cal AB 1319, 2009 Cal Stats. ch. 286.

22 7. **Defendant’s Violations of the FTSL.** The FTSL regulates talent services by
23 imposing various requirements, including a ban on specific acts prohibited under Labor Code
24 section 1703.4. Defendant has violated the following subsections:

- 25 a. **Cal. Lab. Code § 1703.4(a)(3)** “Charge or attempt to charge an artist for an
26 audition or employment opportunity;”
27 b. **Cal. Lab. Code § 1703.4(a)(4)** “Require an artist, as a condition for using the
28 talent service or for obtaining an additional benefit or preferential treatment from

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the talent service, to pay a fee for creating or providing photographs, filmstrips, videotapes, audition tapes, demonstration reels, or other reproductions of the artist, Internet Web sites, casting or talent brochures, or other promotional materials for the artist;”

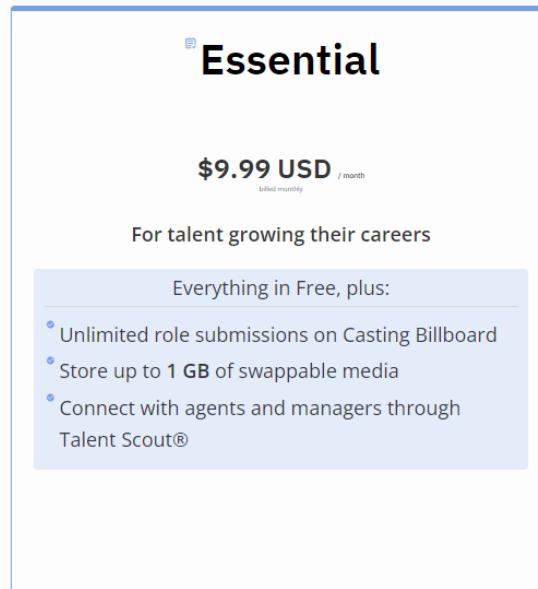
c. **Cal. Lab. Code § 1703.4(a)(8)** “Accept compensation or other consideration for referring an artist to any person charging the artist a fee;”

d. **Cal. Lab. Code § 1703.4(a)(9)** “Fail to remove information about, or photographs of, the artist displayed on the talent service’s Internet Web site, online service, online application, or mobile application or an Internet Web site, online service, online application, or mobile application or an Internet Web site, online service, online application, that the service has the authority to design or alter within 10 days of delivery of a request made by telephone, text message, mail, facsimile transmission, email, or other electronic communication from the artist or from a parent or guardian of the artist if the artist is a minor.”

8. **Defendant’s Unlawful Paid Subscriptions.** Chasing profits, Defendant has designed and marketed various product offerings and services which are unlocked through tiered subscriptions. Defendant has one free and two paid subscription tiers, the Free Membership, Essential Membership, and Premium Membership (the Essential and Premium Membership are hereinafter, collectively, the “**Paid Subscriptions**”). The Paid Subscriptions exchange Plaintiffs’ and putative Class members’ (“Class” defined *infra*) hard-earned money for unlawful services in violation of the FTSL.

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1 9. **Essential Membership.** The following is a true and correct representation of
2 Defendant’s Essential Membership’s product offering, taken from Defendant’s website:¹



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14 10. The Essential Membership violates Labor Code section 1703.4(a)(3) as it unlocks the
15 total number of role submissions, thereby charging artists for audition or employment opportunities
16 they could not access without the subscription. The Essential Membership violates Labor Code
17 section 1703.4(a)(4) as it provides increased storage space for photographs, filmstrips, and all other
18 audition materials defined by statute, in exchange for a required fee. The Essential Membership
19 violates Labor Code section 1703.4(a)(8) by offering the “Talent Scout” service, whereby
20 Defendant accepts a fee to connect artist to “agents and managers,” who charge a fee for their
21 services.

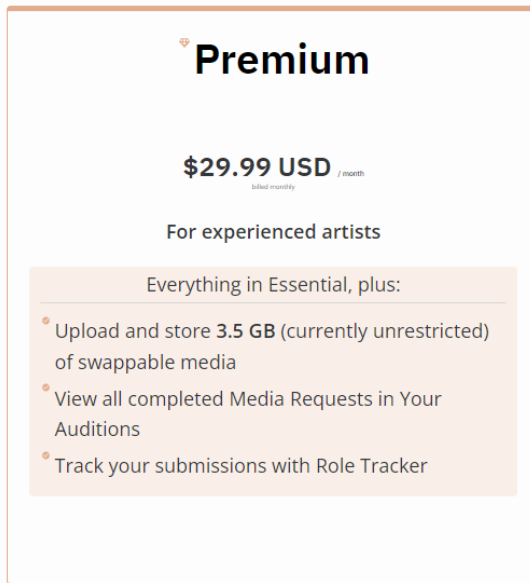
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26 ¹ Casting Networks, *Get the Part –Talent*, CASTINGNETWORKS.COM,
27 https://www.castingnetworks.com/talent/?utm_source=google&utm_medium=cpc&utm_campaign=Branded_LA&gad_source=1&gclid=Cj0KCQjwq86wBhDiARIsAJhuphkz6ht5JR_Mgde4facmzXVuednt1VZpwELWVwGqOgwi6Hg406gwJo4aApQ3EALw_wcB (Last visited, April 16,
28 2024)

1 11. **Premium Membership.** The following is a true and correct representation of
2 Defendant’s Premium Membership’s product offering, taken from Defendant’s website:



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8 12. The Premium Membership includes all features, and attendant violations, as the
9 Essential Membership.

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11 13. The Paid Subscriptions violate Labor Code section 1703.4(a)(9) as Defendant fails to
12 remove information and other media of artists who upload said media as audition materials. By
13 holding onto media, Defendant can extract higher subscription tiers as artists’ storage space is
14 exhausted and they are forced to purchase more.

15 14. Defendant has co-opted technological advancements meant to democratize access and
16 foster fair competition, prioritizing profit over talent, and charging for services the FTSL expressly
17 prohibits. Defendant, through the Paid Subscriptions, has systematically imposed barriers to entry,
18 delineating access to opportunity based on the ability to pay rather than merit or potential,
19 undermining the legislative intent behind the FTSL and contributing to a wider erosion of equity
20 within the talent industry. Defendant has effectively marginalized or exploited a significant portion
21 of the talent pool through its unlawful business practices.

22 15. **Challenged Representation and Material Omission.** Defendant further represents
23 that artists can upload “swappable media” to their profile (the “**Challenged Representation**”),
24 declining to inform consumers that content is only swappable after 21 days, in opposition to artists’
25

1 reasonable expectations and the FTSL’s statutory requirement of 10 days. (Cal. Lab. Code §
2 1703.4(a)(9)).² The Challenged Representation, viewed in context, leads reasonable subscribers,
3 like Plaintiffs, to incorrectly believe that the Paid Subscriptions allow for uploads to be tailored to
4 the roles they are seeking or otherwise updated for newer, more enticing reels. In reality, when
5 media is uploaded, it remains on the platform for three full weeks. Defendant intentionally
6 obfuscates the limitations of the Paid Subscriptions by highlighting their “swappable media”
7 characteristic without qualification or warning that the platform will hold uploaded media captive
8 for three weeks (the “**Material Omission**”). Defendant uses the Challenged Representation and
9 Material Omission to boost profits and tricks artists into uploading their audition materials,
10 exhausting their allowable storage, and forcing them to purchase higher tier subscriptions.

11 16. **The Deception of Unlawful Marketing & Sale of Paid Subscriptions.** The
12 Challenged Representation and Material Omission mislead reasonable artists, including Plaintiffs,
13 into believing that the Paid Subscriptions will allow them to swap uploaded media at their
14 convenience. However, Defendant holds media captive for 21 days. Adding to Defendant’s
15 extortion are the paltry data limits granted to subscribers. By Defendant’s own metrics, the Free
16 Membership should account for 2 minutes of video footage, with 6 and 15 minutes for the Essential
17 and Premium Memberships, respectively.³ While these limits may be sufficient for a single
18 audition, Defendant advertises its ability to connect artists with “thousands of commercial,
19 television, and theatrical projects” and to “submit yourself for more roles than anywhere else.”⁴

20 17. Through falsely, misleadingly, and deceptively labeling, advertising and marketing
21 the Paid Subscriptions, Defendant has sought to take advantage of artists’ desire, perceived value,
22 and willingness to pay more for the freedom to cater their audition materials to the wide range of

23 _____
24 ² Talent Systems Support, *TALENT: Guidelines for Swapping Media*, CASTINGNETWORKS.COM,
25 January, 2024. <https://support.castingnetworks.com/hc/en-us/articles/21763729592717-TALENT-Guidelines-for-Swapping-Media> (Last visited, April 16, 2024)

26 ³ Talent Systems Support, *TALENT: How Much Media Can I Upload? File Sizes Explained*,
27 CASTINGNETWORKS.COM, February, 2024. <https://support.castingnetworks.com/hc/en-us/articles/21199250043149-TALENT-How-Much-Media-Can-I-Upload-File-sizes-explained>
(Last visited, April 16, 2024)

28 ⁴ Casting Networks, *Home*, CASTINGNETWORKS.COM, <https://www.castingnetworks.com/> (Last visited, April 16, 2024)

1 of Civil Procedure section 410.10, because Defendant’s principal place of business is in the State of
2 California and Defendant operates in the State of California, including, but not limited to,
3 advertising, marketing, distributing, and selling the Paid Subscriptions in the State of California.

4 **III. VENUE**

5 20. Venue is proper in this County pursuant to California Code of Civil Procedure section
6 395.5. A substantial part of the events or omissions giving rise to Plaintiffs’ causes of action
7 occurred in this County. Venue is also proper in this Court pursuant to California Civil Code section
8 1780(d). Defendant is doing business in this County and at least some of the transactions that form
9 the basis of this Complaint have taken place in this District.

10 **IV. PARTIES**

11 **Plaintiffs**

12 21. **Plaintiff Nicole Kreuzer.** The following is alleged based upon Plaintiff Kreuzer’s
13 personal knowledge:

- 14 a. **Residence.** Plaintiff Kreuzer is a resident of the County of Los Angeles, in the
15 State of California.
- 16 b. **Artist.** Plaintiff Kreuzer is an artist because she is a person “who is or seeks to
17 come an actor, actress, model, extra, radio artist, musical artist, musical
18 organization, director, musical director, writer, cinematographer, composer,
19 lyricist, arranger, or other person rendering professional services in motion
20 picture, theatrical, radio, television, Internet, print media, or other entertainment
21 enterprises or technologies.” (Cal. Lab. Code § 1701(a)).
- 22 c. **Purchase Details.** Plaintiff Kreuzer purchased the Premium Membership--
23 Annual for \$239.50 from Defendant’s website on August 14, 2021. Plaintiff
24 Kreuzer purchased the Premium Membership--Annual for \$209.90, from
25 Defendant’s website, on December 29, 2021. Plaintiffs Kreuzer purchased the
26 Premium Membership--Annual for \$259.90 from Defendant’s website on January
27 5, 2022. Plaintiff Kreuzer purchased the Premium Membership--Monthly for
28 \$25.95 from Defendant’s website on September 21, and November 24, 2021.
Plaintiff Kreuzer purchased the Premium Membership--Annual for \$159.90 from
Defendant’s website on November 28, 2022. Plaintiff Kreuzer purchased the
Essential Membership--Annual for \$99.90 from Defendant’s website on January
17, 2024. Plaintiff entered into a written agreement with Defendant at the time of
each purchase by which Defendant promised to provide and/or furnish the Paid
Subscription services listed *supra*.
- d. **Reliance on Challenged Representations.** In making her purchase for the
Essential Membership, Plaintiff read the Challenged Representations on the
Purchased Subscription’s advertising, leading Plaintiff to believe that the
Purchased Subscription would enable her to upload “swappable media.”

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- e. **No Actual Knowledge of Falsity.** At the time of her purchase, Plaintiff did not know that the Challenged Representation was false in that Plaintiff did not know that Defendant would hold media uploads for three full weeks before those uploads could be swapped.
- f. **No Notice of Contradictions.** Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information on the Purchased Subscription’s advertising that contradicted the prominent Challenged Representation or Material Omission or otherwise suggested that the Paid Subscriptions do not comport to the regulatory requirements outlined in the FTSL.
- g. **Causation/Damages.** Plaintiff Kreuzer would not have purchased a Paid Subscription or would not have paid as much for the Purchased Subscription, but for the Challenged Representation, had Plaintiff been aware of Defendant’s violations of the FTSL, or had the Material Omission been disclosed—i.e., that the Paid Subscription does not afford the chance to upload “swappable media,” and/or that Defendant charges fees for services which it should not.
- h. **Desire to Repurchase.** Plaintiff Kreuzer continues to see the Platform Subscriptions available for purchase and would consider purchasing the Platform Subscriptions again in the future if she could be sure the Platform Subscriptions were compliant with the FTSL and were compliant with California and federal consumer protection and labeling laws.

22. **Plaintiff Marco Martinez.** The following is alleged based upon Plaintiff Martinez’s personal knowledge:

- a. **Residence.** Plaintiff Martinez is a resident of the County of Los Angeles, in the State of California.
- b. **Artist.** Plaintiff Martinez is an artist because he is a person “who is or seeks to come an actor, actress, model, extra, radio artist, musical artist, musical organization, director, musical director, writer, cinematographer, composer, lyricist, arranger, or other person rendering professional services in motion picture, theatrical, radio, television, Internet, print media, or other entertainment enterprises or technologies.” (Cal. Lab. Code § 1701(a)).
- c. **Purchase Details.** Plaintiff Martinez purchased the Essential Membership--Monthly for \$9.99 in February 2024, and resubscribed for the same amount in March and April, 2024. Plaintiff entered into a written agreement with Defendant at the time of each purchase by which Defendant promised to provide and/or furnish the Paid Subscription services listed *supra*.
- d. **Reliance on Challenged Representations.** In making his purchase for the Essential Membership, Plaintiff read the Challenged Representations on the Purchased Subscription’s advertising, leading Plaintiff to believe that the Purchased Subscription would enable him to upload “swappable media.”
- e. **No Actual Knowledge of Falsity.** At the time of his purchase, Plaintiff did not know that the Challenged Representation was false in that Plaintiff did not know that Defendant would hold media uploads for three full weeks before those uploads could be swapped.

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- f. **No Notice of Contradictions.** Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information on the Purchased Subscription’s advertising that contradicted the prominent Challenged Representation or Material Omission or otherwise suggested that the Paid Subscriptions do not comport to the regulatory requirements outlined in the FTSL.
- g. **Causation/Damages.** Plaintiff Martinez would not have purchased a Paid Subscription or would not have paid as much for the Purchased Subscription, but for the Challenged Representation, had Plaintiff been aware of Defendant’s violations of the FTSL, or had the Material Omission been disclosed—i.e., that the Paid Subscription does not afford the chance to upload “swappable media,” and/or that Defendant charges fees for services which it should not.
- h. **Desire to Repurchase.** Plaintiff Martinez continues to see the Platform Subscriptions available for purchase and would consider purchasing the Platform Subscriptions again in the future if he could be sure the Platform Subscriptions were compliant with the FTSL and were compliant with California and federal consumer protection and labeling laws.

23. **Plaintiff Brandy Waller.** The following is alleged based upon Plaintiff Waller’s personal knowledge:

- a. **Residence.** Plaintiff Waller is a resident of the County of Los Angeles, in the State of California.
- b. **Artist.** Plaintiff Waller is an artist because she is a person “who is or seeks to come an actor, actress, model, extra, radio artist, musical artist, musical organization, director, musical director, writer, cinematographer, composer, lyricist, arranger, or other person rendering professional services in motion picture, theatrical, radio, television, Internet, print media, or other entertainment enterprises or technologies.” (Cal. Lab. Code § 1701(a)).
- c. **Purchase Details.** Plaintiff Waller purchased the Premium Membership--Monthly for \$24.99 per month from Defendant’s website from January to December of 2023. Plaintiff Waller purchased the Essential Membership—Monthly for \$9.99 per month from Defendant’s website, from January to April of 2024. Plaintiff entered into a written agreement with Defendant at the time of each purchase by which Defendant promised to provide and/or furnish the Paid Subscription services listed *supra*.
- d. **Reliance on Challenged Representations.** In making her purchase for the Essential Membership, Plaintiff read the Challenged Representations on the Purchased Subscription’s advertising, leading Plaintiff to believe that the Purchased Subscription would enable her to upload “swappable media.”
- e. **No Actual Knowledge of Falsity.** At the time of her purchase, Plaintiff did not know that the Challenged Representation was false in that Plaintiff did not know that Defendant would hold media uploads for three full weeks before those uploads could be swapped.
- f. **No Notice of Contradictions.** Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information on the Purchased Subscription’s advertising that contradicted the prominent Challenged Representation or Material

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Omission or otherwise suggested that the Paid Subscriptions do not comport to the regulatory requirements outlined in the FTSL.

- g. **Causation/Damages.** Plaintiff Waller would not have purchased a Paid Subscription or would not have paid as much for the Purchased Subscription, but for the Challenged Representation, had Plaintiff been aware of Defendant’s violations of the FTSL, or had the Material Omission been disclosed—i.e., that the Paid Subscription does not afford the chance to upload “swappable media,” and/or that Defendant charges fees for services which it should not.
- h. **Desire to Repurchase.** Plaintiff Waller continues to see the Platform Subscriptions available for purchase and would consider purchasing the Platform Subscriptions again in the future if she could be sure the Platform Subscriptions were compliant with the FTSL and were compliant with California and federal consumer protection and labeling laws.

24. **Plaintiffs’ Future Harm.** Defendant continues to market and sell the Paid Subscriptions with the Challenged Representation, Material Omission, and in violation of the FTSL. However, Plaintiffs are average artists and consumers who are not sophisticated in, for example, the statutory requirements imposed on talent services and cannot know which services are lawfully allowed in exchange for cash and which are not. Since Plaintiffs would like to purchase the Paid Subscriptions again—despite the fact that the Paid Subscriptions were once marred by unlawful offerings, false advertising, and warranties—Plaintiffs would likely and reasonably, but incorrectly, assume the Paid Subscriptions afford lawful services and allow for media uploads to be swapped. Accordingly, Plaintiffs are at risk of reasonably, but incorrectly, assuming that Defendant has fixed the Paid Subscriptions such that Plaintiffs may buy them again. In this regard, Plaintiffs are currently and, in the future, deprived of the ability to purchase the Paid Subscriptions.

Defendant

25. **Defendant Casting Networks LLC (“Defendant”)** is a corporation that has a principal place of business in the County of Los Angeles, California. Defendant was doing business in the State of California at all relevant times. Directly and through its agents, Defendant has substantial contacts with and receives substantial benefits and income from and through the State of California. Defendant is the owner, manufacturer, and/or distributor of the Paid Subscriptions. Defendant and its agents promoted, marketed, and sold the Paid Subscriptions at issue throughout the United States, including in particular the State of California and this County. The unfair, unlawful, deceptive, and misleading Challenged Representation and Material Omission on the Paid

1 Subscriptions were prepared, authorized, ratified, and/or approved by Defendant and its agents to
2 deceive and mislead consumers in the State of California into purchasing the Paid Subscriptions.
3 Additionally, Defendant knew of the falsity of the Challenged Representation and of the Material
4 Omission, but it failed to disclose it at the time Plaintiffs, and all Class Members, purchased the
5 Paid Subscriptions, notwithstanding its duty to do so. Further, Defendant had the right and authority,
6 at all relevant times, to discontinue use of the Challenged Representations and to disclose the
7 Material Omission, including the time leading up to and through the incident giving rise to the
8 claims asserted herein (including, Plaintiffs’ purchases described *supra*, in addition to all Class
9 Members’ purchase).

10 26. **Talent Service.** Defendant is a talent service, and more specifically, it is a “talent
11 listing service” as it is a “person who, for a fee from, or on behalf of an artist, provides or offers to
12 provide, or advertises, or represents itself as providing, an artist, directly or by referral to another
13 person, with any of the following: (1) a list of one or more auditions or employment opportunities.
14 (2) A list of talent agents or talent managers, including an associate, representative or designee
15 thereof. (3) A search or providing the artist with the ability to perform a self-directed search, of any
16 database for an audition or employment opportunity, or a database of talent agents or talent
17 managers, or an associate, representative, or designee thereof. (4) Storage or maintenance for
18 distribution or disclosure to a person represented as offering an audition or employment opportunity,
19 or to a talent agent, talent manager, or an associate, representative, or designee of a talent agent or
20 talent manager, of either of the following: (A) an artist’s name, photograph, Internet Web site,
21 filmstrip, videotape, audition tape, demonstration reel, resume, portfolio, or other reproduction or
22 promotion material of the artist or (B) an artist’s schedule of availability for an audition or
23 employment opportunity.” (Cal. Lab. Code § 1701(g)).

24 27. Defendant owns and operates the talent listing service “Casting Networks.”

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1 **V. FACTUAL ALLEGATIONS**

2 **A. Exploitation in Hollywood**

3 28. Hollywood has always been inundated with profiteers who make a living exploiting
4 vulnerable actors. In the early 20th Century, the studio system was conceived, and actors were often
5 tied to restrictive contracts following opaque casting processes and negotiations.

6 29. As the industry evolved, so did methods of exploitation. The digital age introduced
7 new platforms that promised to democratize access to opportunities in Hollywood. However, rather
8 than level the playing field and inject transparency, these platforms have replicated traditional
9 patterns of exploitation under the guise of technology and innovation. Subscription-based services,
10 portfolio showcases, and casting directories have become the modern tools of profiteering; these
11 tools, and the entities which control them, prey on the aspirations of artists seeking to navigate the
12 industry’s barriers to entry.

13 30. By requiring artists to pay to submit their audition materials to casting directories,
14 exhausting allotted data levels by refusing to withdraw already-submitted materials and only
15 offering minimal data in its free tier, the Paid Subscriptions expressly contravene the protective
16 measures established by the FTSL. Additionally, guiding artists towards agents and managers who
17 collect further fees underlines a systematic approach to sidestepping the FTSL’s safeguards against
18 financial exploitation of talent, placing undue financial burdens of artists and fundamentally
19 undermining the legislature’s aim to foster a fair and equitable industry.

20 31. Defendant’s Paid Subscriptions represent the latest parasitic scheme that collects huge
21 sums from seeking artists, then delivers a faulty product, perpetuating systemic exploitation by
22 trapping artists within the bounds of Defendant’s platform. Cloaked in promises of modernization
23 and efficiency, artists are left with their audition materials stuck in the Casting Networks system,
24 unable to put their best foot forward, their best audition materials, as their data limits are exhausted.

25 **B. Legislative Response to Industry Exploitation**

26 32. The California Legislature has stood against entertainment exploitation, and acted as
27 the vanguard protecting artists’ rights, for decades. The Talent Agency Act was officially codified
28 in 1978 and required all agents representing industry talent to be registered and licensed through the

1 Labor Commissioner. (See, Cal. Lab. Code §§ 1700-1700.5). Despite these robust protections, the
2 legislature found that exploitation was still rampant in the industry.

3 33. The California Senate Committee on Labor and Industrial Relations found that the
4 number of complaints to the Los Angeles City Attorney about modeling and acting scams had
5 doubled each year from 2006-2009.⁵ In a joint report with the Better Business Bureau, the Los
6 Angeles City Attorney’s Office reported over 1,000 complaints and 143,000 inquiries regarding
7 acting and modeling scam in Southern California from 2006-2008.⁶

8 34. Realizing that the Talent Agency Act left too large an opportunity for solicitation of
9 advanced fees, especially in an internet-dominated market, the legislature adopted the Advance-Fee
10 Talent Services Law, effective in 2010, which was aimed at regulating businesses which collected
11 fees for services, indicating that such services would lead to employment.⁷ AB 1319, codified as
12 Chapter 286, Statutes 2009, focused on the regulation of advanced fees, setting strict guidelines on
13 how and when these fees could be charged, aiming to protect performers from being exploited by
14 entities, like Defendant, that promise work or visibility in exchange for upfront payments. (2009
15 Cal. Stat. Ch. 286 § 1 (“The purpose of this act is to safeguard the public against fraud, deceit,
16 imposition, and financial hardship, and to foster and encourage competition, fair dealing, and
17 prosperity in the field of talent services”).

18 **C. Defendant has Violated the FTSL**

19 35. **Cal. Lab. Code § 1703.4(a)(3).** This section prohibits talent services from charging
20 a fee for auditions or employment opportunities. Defendant does not allow submissions to its
21 “Casting Billboard” for Free Membership artists but displays the Billboard and advertises the ability
22 to “browse listings.”⁸ Every artist who creates a free account will be faced with thousands more

23 _____
24 ⁵ Senate Committee on Labor and Industrial Relations, *Committee Analysis of AB 1319*, at 5 (July
25 8, 2009)

26 ⁶ *Id.*

27 ⁷ Assembly Committee on Arts, Entertainment, Sports, Tourism, and Internet Media, *Committee*
28 *Analysis of AB 1319*, at 7 (Apr. 27, 2009). (explaining prior legislative intent).

⁸ Talent Systems Support, *TALENT: How much does Casting Networks Cost? What Services Does*
Casting Networks Offer?, CASTINGNETWORKS.COM, June, 2023.
<https://support.castingnetworks.com/hc/en-us/articles/21300480584717-TALENT-How-much->

1 casting opportunities, but no way to access those opportunities, unless they purchase a membership.
2 Defendant’s marketing strategy exacerbates this issue by prominently showcasing these additional,
3 inaccessible opportunities to Free Membership holders, creating a coercive environment where
4 artists feel pressured to pay for what the statute intends to protect as a free and fair opportunity. This
5 practice not only sidesteps the spirit of the law but directly engages in the kind of financial
6 gatekeeping section 1703.4(a)(3) aims to eliminate, by making audition opportunities contingent
7 upon payment.

8 36. **Cal. Lab. Code § 1703.4(a)(4).** This section prohibits charging fees for “using the
9 talent service” or “for obtaining an additional benefit or preferential treatment from the talent
10 service” for “providing photographs... audition tapes... or other reproductions of the artist.”
11 Artists who purchase Paid Subscriptions, and thereby pay a fee, are obtaining a significant benefit
12 from the talent service in increased data limits. Artists must pay a fee to unlock the substantial
13 benefit of a wide-ranged portfolio, providing *more* audition tapes and photographs than were
14 previously allotted. This conditioning of essential promotional materials on the payment of a fee is
15 precisely what the FTSL seeks to prohibit. Defendant’s conduct, therefore, not only violates the
16 explicit language of the statute but also undermines legislative intent to foster a talent services
17 industry that encourages competition and fair dealing.

18 37. **Cal. Lab. Code § 1703.4(a)(8).** This section prohibits a talent service from
19 accepting any fee, compensation, or consideration, for referring an artist to “any person charging
20 the artist a fee.” The California legislature intended to introduce strong barriers between different
21 talent services, separating distinct talent service offerings, and preventing entities from engaging
22 in multiple service categories. (Cal. Lab. Code § 1703(a)(5)).⁹ Defendant offers its “Talent Scout”
23 to Essential and Premium subscribers, which allows “[Defendant’s] network of verified agents and
24 managers to discover [artists’] personal profile[s].”¹⁰ Agents and managers charge fees, and by

25 _____
26 does-Casting-Networks-cost-What-services-does-Casting-Networks-Offer (Last visited, April 16,
2024)

27 ⁹ See also, Senate Committee on Labor and Industrial Relations, *Committee Analysis of AB 1319,*
28 *at 6* (July 8, 2009)

¹⁰ Casting Networks News, *Find Representation with Talent Scout*, CASTINGNETWORKS.COM, May
24, 2023. <https://www.castingnetworks.com/> (Last visited, April 16, 2024)

1 constricting the visibility of artists’ profiles to only Defendant’s network of “verified”
2 representatives, Defendant steers artists towards financial obligations that the FTSL expressly
3 prohibits. Defendant has created an online environment that obscures the boundaries set by the
4 FTSL. Defendant becomes both a “Talent Listing Service” and “Talent Consulting Service,” by
5 listing artists’ profiles to *both* casting directors and representatives.

6 38. **Cal. Lab. Code § 1703.4(a)(9).** This section prohibits Defendant for failing to
7 remove “information about, or photographs of, the artist... within 10 days of delivery of a request
8 made by telephone, text message, mail, facsimile transmission, email, or other electronic
9 communication from the artist.” In violation of the FTSL, Defendant states that “media can be
10 swapped after **21 days** from the initial upload.”¹¹ Artists who wish to upload different audition
11 materials, or additional materials, to render their profile more attractive to a potential employer
12 who may be seeking a specific actor for a specific role, are forced to submit to a 21-day waiting
13 period.

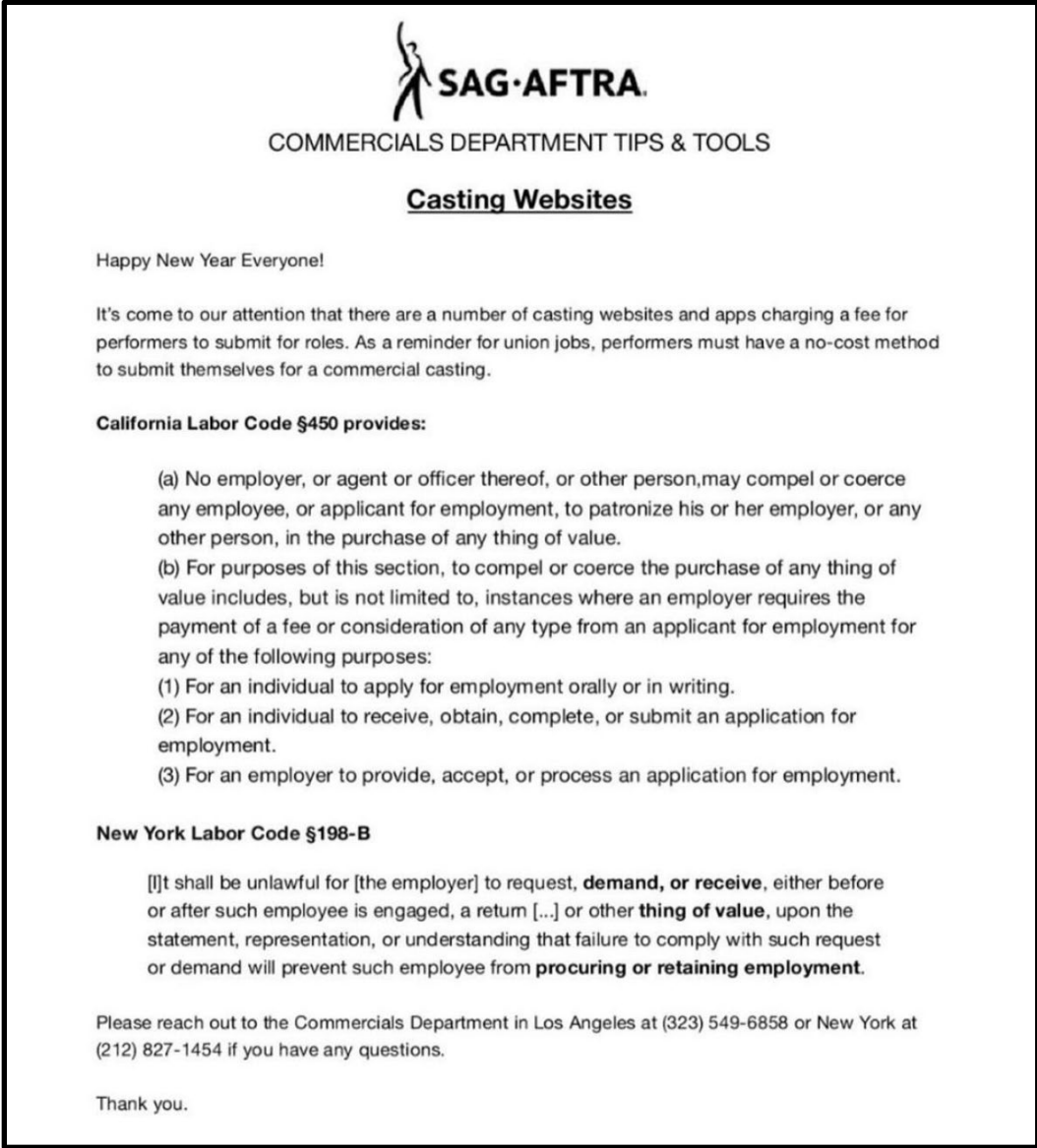
14 39. **Cal. Lab. Code § 450.** Defendant further violates California Labor Code section 450.
15 Section 450(a) provides, in relevant part, “No... person, may compel or coerce any... applicant for
16 employment... to patronize his or her employer, or any other person, in the purchase of any thing
17 of value.” (Cal. Lab. Code § 450(a)). Section 450(b) elaborates that such compulsion occurs when
18 applicants are required to furnish any fee or consideration in exchange: “(1) for an individual to
19 apply for employment orally or in writing; (2) for an individual to receive, obtain, complete, or
20 submit an application for employment; (3) for an employer to provide, accept, or process an
21 application for employment.” (Cal. Lab. Code § 450(b)(1)-(b)(3)).

22 40. Defendant has violated Labor Code section 450 by exchanging Paid Subscription fees
23 for the opportunity to submit audition materials and applications. Such conduct is compulsive and/or
24 coercive as artists are required to forfeit their hard-earned money in exchange for access to, and
25 preferential treatment within, Defendant’s platform, as more fully described herein.

26 _____
27 ¹¹ Talent Systems Support, *TALENT: Top 10 FAQs*, CASTINGNETWORKS.COM, January, 2024.
28 <https://support.castingnetworks.com/hc/en-us/articles/21473099839629-TALENT-Top-10-FAQ-s#:~:text=Media%20can%20be%20swapped%20after%2021%20days%20from,able%20to%20upload%20new%20media%20in%20its%20place.> (Last visited, April 16, 2024)

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41. **Defendant’s Knowledge of Labor Code Violations.** Defendant has been on notice since at least January of 2024 that its conduct violates the California Labor Code. SAG-AFTRA, the union representatives for artists harmed by Defendant’s conduct, issued a press release calling out “casting websites and apps charging a fee for performers to submit for roles:”¹²



¹² Screen Actors Guild-American Federation of Television and Radio Artists, *Casting Websites* (press release, January 20, 2024), available at: <https://deadline.com/2024/01/sag-aftra-letter-casting-websites-charging-fees-auditions-1235798882/?mibextid=Zxz2cZ>. (Last visited, April 16, 2024)

1 42. Media outlets who cover industry news further proliferated the union’s message,
2 with Deadline reporting with the headline: “SAG-AFTRA Puts Casting Websites On Notice For
3 Charging Fees,” sharing the letter which explicitly calls out Defendant’s ongoing violations of the
4 California Labor Code.¹³

5 43. After receiving formal notice from the largest performers’ union that Defendant’s
6 conduct is unlawful, Defendant not only failed to amend its policies, but exacerbated financial
7 pressures on aspiring artists by *raising* prices. This escalation of fees of fees in the face of
8 widespread criticism undermines any suggestion or claim that Defendant supports artists; rather,
9 Defendant deliberately chooses to prioritize profit over the welfare and equitable treatment of its
10 customers.

11 **D. Violations of the FTSL Have Harmed Plaintiffs and the Class**

12 44. **Harm from Violation of Cal. Lab. Code § 1703.4(a)(3):** The limitation imposed on
13 Free Membership artists, restricting their submissions until fees are paid, has directly harmed the
14 class by placing a financial gate between them and potential employment opportunities. This model
15 has coerced artists into purchasing Paid Subscriptions under the pressure of missing out on valuable
16 auditions, leading to unnecessary financial expenditures based on a false premise of increased
17 opportunity. The resultant financial strain and the emotional distress from navigating this pay-to-
18 play system have diminished the fair chance of talent discovery, effectively prioritizing those who
19 can afford to pay over equally or more talented individuals facing financial constraints.

20 45. **Harm from Violation of Cal. Lab. Code § 1703.4(a)(4):** By conditioning the
21 enhancement of artists’ portfolios on the payment of fees, Defendant has effectively monopolized
22 essential promotional tools, limiting artists' ability to present themselves competitively unless they
23 agree to unnecessary financial outlays. This practice has not only financially burdened the class by
24 compelling them to pay for what should be standard service provisions but has also disadvantaged
25 those unable to afford these fees, creating an uneven playing field that stifles true talent in favor of

26 _____
27 ¹³ Lynette Rice, “SAG-AFTRA Puts Casting Websites On Notice For Charging Fees: “Performers
28 Must Have A No-Cost Method To Submit Themselves,” *Deadline*, January 20, 2024, available at
<https://deadline.com/2024/01/sag-aftra-letter-casting-websites-charging-fees-auditions-1235798882/?mibextid=Zxz2cZ> (Last visited, April 16, 2024)

1 financial capability. The resultant harm extends beyond mere financial loss, impacting the career
2 trajectories of countless artists by restricting their visibility and access to opportunities.

3 46. **Harm from Violation of Cal. Lab. Code § 1703.4(a)(8):** Defendant's "Talent Scout"
4 service has entangled artists with additional financial obligations through referrals to fee-charging
5 agents and managers, directly contravening the statute's intent to separate distinct service offerings.
6 This manipulation has not only imposed further financial burdens on the class but has also
7 compromised the integrity of the talent discovery process, aligning success with the willingness to
8 incur additional fees rather than merit. The service essentially acts as a gatekeeper, with Defendant
9 profiting from the creation of exclusive networks that should, under the FTSL, be freely navigable
10 by talent regardless of their financial standing.

11 47. **Harm from Violation of Cal. Lab. Code § 1703.4(a)(9):** By extending the period
12 within which artists can update their profiles beyond the statutory 10 days, Defendant has artificially
13 limited artists' ability to respond dynamically to the evolving demands of the casting market. This
14 delay not only hampers artists' chances of securing roles that match their skills and attributes but
15 also forces them to adhere to a restrictive timeline that may not align with casting opportunities.
16 The consequent harm is twofold: artists are financially damaged by having their subscription period
17 wasted on outdated materials, and their professional advancement is stymied by an inability to
18 present themselves in the most current and attractive light possible.

19 48. The violations herein have led to direct financial loss through unwarranted fees and
20 undermined equitable access to casting opportunities the FTSL seeks to safeguard. This sentiment

21 I just want to jump in here are say- Fuck this website.

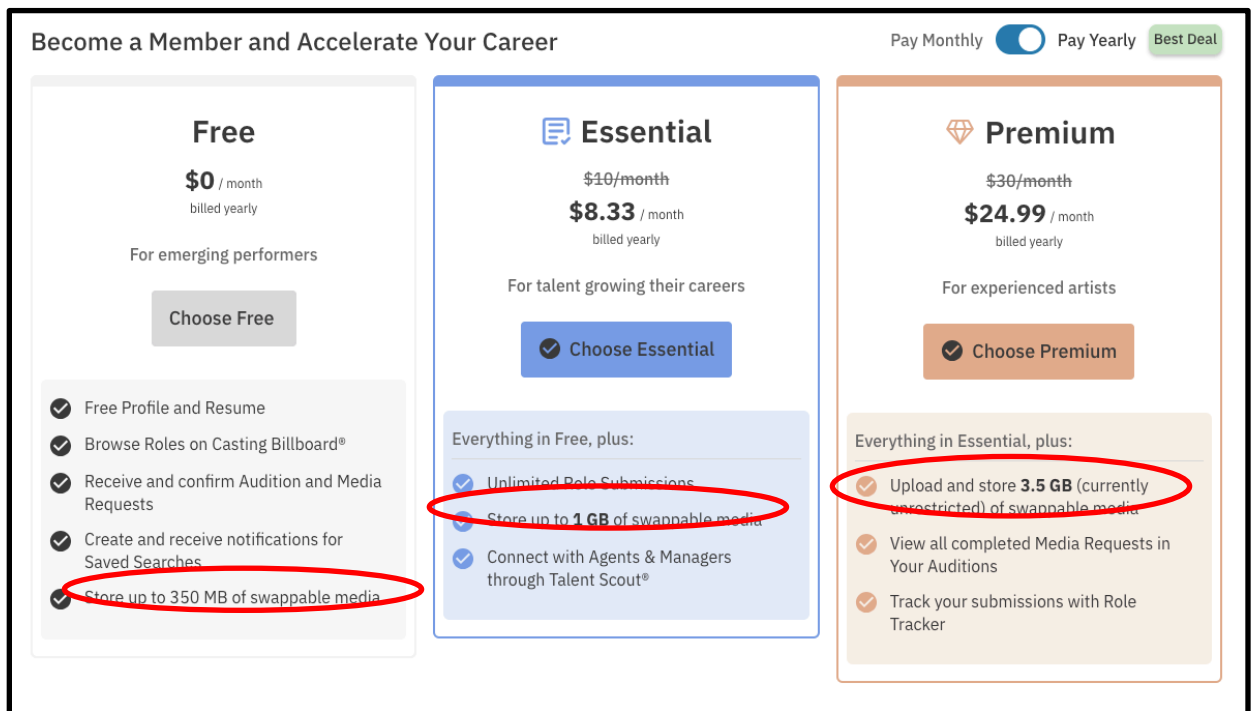
22 Actors have to pay so much money to participate actively in this business and I feel that websites
23 like this extort that by not only charging exuberant prices but making you essentially "Pay to
24 Play". The monthly charge shouldn't ever leave the tens and to ask for a repayment to change
25 your headshot? : right off. We all know well enough that it is free to change a photo on
26 almost any other website imaginable. It doesn't cost \$15 and a god damn email to change my
27 headshot on a server.

28 On top of that, this website is ; hot garbage. The functionality and overall look is only a
step above a geocities website. So where does the money being made off of the website
go? Obviously it's not to website developers and coding. The amount of heartbreaking extorting
this industry does to those who want to be in front of a camera is buck wild.

is echoed poignantly by artists affected by Defendant’s misconduct:¹⁴

E. Defendant Advertises the Paid Subscriptions with “Swappable Media” to Distract and Mislead Consumers, Obfuscating the Truth That Defendant Holds All Uploads for 21 Days.

49. Across all three subscription tiers (“Free, Essential, Premium”) Defendant advertises, conspicuously and prominently, that artists will be able to store, up to a given data limit, “swappable media:”¹⁵



50. The claim that media uploaded to Defendant’s platform is “swappable” directly misleads artists, as in practice, any file is locked in for a mandatory holding period of 21 days. This discrepancy between advertised flexibility and actual rigidity of Defendant’s media handling policies misleads artists about the Paid Subscription’s utility and strategically pressures them into

¹⁴ Reddit User, “Casting Networks Prices Skyrocketed !?,” REDDIT.COM, available at: https://www.reddit.com/r/acting/comments/lpuzr2/comment/godcxxi/?utm_source=share&utm_medium=web3x&utm_name=web3xcss&utm_term=1&utm_content=share_button (Last visited, April 16, 2024)

¹⁵ Talent Systems Support, *TALENT: Which Membership is Right for Me?*, CASTINGNETWORKS.COM, April, 2024. <https://support.castingnetworks.com/hc/en-us/articles/21300615213453-TALENT-Which-Membership-Is-Right-For-Me>. (Last visited, April 16, 2024)

1 financial decisions to circumvent limitations.

2 51. Defendant is aware that swapping media is important to artists, going so far as to
3 brazenly include the following question and answer on its “TALENT: Top 10 FAQs.”¹⁶

4 **8. What do I do if I am unable to respond to a media request because of my**
5 **storage?**

6 In order to upload the media you will need to choose one of the following options:

- 7
8 1. Switch your membership to gain additional storage.
9 2. Manage your media by archiving media in order to make room.
10 3. Abandon the file upload

11 52. The importance of swappable media is highlighted by Defendant’s own FAQ section;
12 new or additional media uploads are essential features for artists seeking to adapt their profiles to
13 rapidly changing casting needs. Yet, when presented with this concern, Defendant suggests that
14 artists purchase more storage. This recommendation not only underscores Defendant's awareness
15 of the constraints placed on artists by the rigid media holding period but also reveals a calculated
16 strategy to capitalize on these limitations. By effectively putting artists "under the gun," faced with
17 the urgency of timely media updates for upcoming opportunities, Defendant coerces them into
18 purchasing additional storage merely to get their foot in the door.

19 **F. Plaintiffs and Reasonable Artists Were Misled by the Challenged Representation**
20 **and Material Omission into Buying the Paid Subscriptions, to Their Detriment,**
21 **Consistent with Defendant’s Deliberate Marketing Scheme to Exact a Premium for**
the Falsely Advertised Products.

22 53. **The Challenged Representation and Material Omission.** On the Paid
23 Subscriptions’ labeling and advertising, Defendant conspicuously displays the Challenged
24 Representation - specifically, Defendant falsely and misleadingly labels and advertises the Paid
25 Subscriptions with “swappable media,” and fails to include the warning or qualification of the

26 _____
27 ¹⁶ Talent Systems Support, *TALENT: Top 10 FAQs*, CASTINGNETWORKS.COM, January, 2024.
28 <https://support.castingnetworks.com/hc/en-us/articles/21473099839629-TALENT-Top-10-FAQ-s#:~:text=Media%20can%20be%20swapped%20after%2021%20days%20from,able%20to%20upload%20new%20media%20in%20its%20place.> (Last visited, April 16, 2024)

1 Material Omission, that uploaded media will be held for 21 days.

2 54. **Reasonable Artist’s Perception.** The Challenged Representation and Material
3 Omission lead reasonable consumers, like Plaintiffs, into believing that the Paid Subscriptions will
4 enable dynamic response to requests for audition materials—meaning, consumers are led to believe
5 that the Paid Subscriptions will let them swap their uploads when the need arises.

6 55. **Materiality.** The Challenged Representation and Material Omission are material to
7 reasonable consumers, including Plaintiffs, in deciding to buy the Paid Subscriptions—meaning that
8 it is important to consumers that the platform will allow media swapping, and motivates them to
9 purchase higher subscription tiers.

10 56. **Reliance.** The Class, including Plaintiffs, reasonably relied on the Challenged
11 Representation and Material Omission in deciding to purchase the Paid Subscriptions.

12 57. **Falsity.** The Challenged Representation and Material Omission are deceptive because
13 the Paid Subscriptions do not allow for “swappable media.”

14 58. **Consumers Lack Knowledge of Falsity.** The Class members who purchased the Paid
15 Subscriptions, including Plaintiffs, do not know and had no reason to know, at the time of purchase,
16 that the Paid Subscriptions’ Challenged Representation and Material Omission are false,
17 misleading, deceptive, and unlawful. That is because the Paid Subscriptions’ labeling and
18 advertising lead artists to believe their uploaded media will be “swappable,” and/or do not contain
19 a clear, unambiguous, and conspicuously displayed statement, reasonably proximate to the Material
20 Omission, that reasonable artists are likely to notice, read, and understand to mean that, contrary to
21 the prominent, clear, and unambiguous Challenged Representation, consistent with the Paid
22 Subscriptions’ design and nature, Reinforcing Labeling Claims, and Material Omission, that the
23 Challenged Representation and Material Omission are indeed misleading.

24 59. **Defendant’s Knowledge.** Defendant knew, or should have known, that the
25 Challenged Representation and Material Omission are misleading, deceptive, and unlawful, at the
26 time that Defendant designed, marketed, advertised, and sold the Paid Subscriptions using the
27 Challenged Representation and Material Omission to Plaintiffs and the Class.

28 a. **Knowledge of Reasonable Consumers’ Perception.** Defendant knew or should

1 have known that the Challenged Representation and Material Omission would
2 lead reasonable consumers into believing that the Paid Subscriptions would allow
3 them to freely swap uploaded media. Not only has Defendant utilized a long-
4 standing brand strategy to identify artists' most essential product features and offer
5 them, but Defendant also has an obligation under section 5 of the Federal Trade
6 Commission Act, codified at 15 U.S.C. §§ 45, to evaluate its marketing claims
7 from the perspective of the reasonable consumer. That means Defendant was
8 statutorily obligated to consider whether the Challenged Representation and
9 Material Omission, be it in isolation or conjunction with its marketing strategy,
10 would mislead reasonable artists into believing that the Paid Subscriptions
11 included the right to swap media uploads. Thus, Defendant either knew that the
12 Challenged Representation and Material Omission were misleading before it
13 marketed the Paid Subscriptions to the Class, including Plaintiffs, or Defendant
14 would have known that that it was deceptive had it complied with its statutory
15 obligations.

- 16
- 17 b. **Knowledge of Falsity.** Defendant manufactured and marketed the Paid
18 Subscriptions with the Challenged Representation and Material Omission, but
19 Defendant opted to design services that do not conform with the representation.
20 Specifically, Defendant advertised, and marketed the Paid Subscriptions with the
21 Challenged Representation and Material Omission but chooses to hold all uploads
22 for 21 days.
- 23 c. **Knowledge of Materiality.** Defendant knew or should have known of the
24 Challenged Representation and Material Omission's materiality to consumers.
25 *First*, manufacturers and marketers, like Defendant, generally reserve the primary
26 display of any product offering for the most compelling characteristics, which is
27 especially true in cases, such as this one, where the Paid Subscriptions are
28 accompanied by only 3-5 bullet points outlining services offered. Here, the
conspicuousness of the Challenged Representation and Material Omission on the
Paid Subscription's advertising demonstrates Defendant's awareness of its
importance to consumers and Defendant's understanding that consumers prefer
and are motivated to invest in a service that conforms to the Challenged
Representation and Material Omission. *Second*, the FAQ from Defendant's own
website shows that artists are concerned with the ability to dynamically adjust
their profile or portfolio in response to media requests. Defendant's choice to post
this question evinces its knowledge that swapping media is critical to artists, as
the question is so frequently posed that Defendant would devote a portion of its
website to answer. *Third*, the platform's primary, if not only, purpose was to
facilitate a connection between artists and a casting director seeking to fill a
specific role. Thus, Defendant knew, in designing the platform and offered
services, that the Challenged Representation and Material Omission were material
to artists who would need to respond to highly specific roles.
- d. **Defendant's Continued Deception, Despite Its Knowledge.** Defendant, as the
designer of the Casting Networks platform and marketer of the Paid Subscriptions,
had exclusive control over the Challenged Representation's inclusion and
Material Omission's lack thereof on the Paid Subscriptions' marketing and
advertisements—i.e., Defendant readily and easily could have stopped using the
Challenged Representation to sell the Paid Subscriptions or have rectified artists'
misplaced belief by including the Material Omission. However, despite
Defendant's knowledge of the Challenged Representation and Material
Omission's falsity, and Defendant's knowledge that artists reasonably rely on the
representation and omission in deciding to buy the Paid Subscriptions, Defendant
deliberately chose to market the Paid Subscriptions with the Challenged

1 Representation and Material Omission thereby misleading artists into buying or
2 overpaying for the Products. Thus, Defendant knew, or should have known, at all
3 relevant times, that the Challenged Representation and Material Omission mislead
reasonable artists, such as Plaintiffs, into buying the Paid Subscriptions to attain
the services-attributes that Defendant falsely advertised and warranted.

4 60. **Duty to Disclose Material Omission.** Defendant had, at all relevant times, an
5 obligation to disclose the Material Omission—that the Paid Subscriptions only allow for media to
6 be swapped 21 days after initial upload. Defendant not only knew or should have known that
7 reasonable artists would perceive the Challenged Representation and Material Omission to mean
8 that the Paid Subscriptions allowed such media swapping, but knew that this attribute was material
9 to artists, causing them to rely on the Material Omission in deciding to buy the Paid Subscriptions.
10 Defendant also knew or should have that the Material Omission was misleading, since the Paid
11 Subscriptions do not allow for swappable media uploads.

12 61. **Detriment.** Plaintiffs and similarly situated consumers would not have purchased the
13 Paid Subscriptions or would not have overpaid a price premium for them, if they had known that
14 the Challenged Representation and Material Omission were false and misleading and, therefore,
15 that the Paid Subscriptions do not have the attribute claimed, promised, warranted, advertised,
16 and/or represented. Accordingly, based on Defendant’s Challenged Representation and Material
17 Omission, reasonable consumers, including Plaintiffs, purchased the Paid Subscriptions to their
18 detriment. No Adequate Remedy at Law

19 62. **In the Alternative to Claims Under the FTSL —No Adequate Remedy at Law.**
20 Plaintiffs and members of the Class are entitled to equitable relief as no adequate remedy at law
21 exists.

- 22 a. **Broader Statutes of Limitations.** The statutes of limitations for the causes of
23 action pled herein vary. The limitations period is four years for claims brought
24 under the UCL, which is one year longer than the statutes of limitations under the
25 FTSL, FAL and CLRA. Thus, Class members who purchased the Products more
26 than 3 years prior to the filing of the complaint will be barred from recovery if
27 equitable relief were not permitted under the UCL.
- 28 b. **Broader Scope of Conduct.** In addition, the scope of actionable misconduct
under the unfair prong of the UCL is broader than the other causes of action
asserted herein. It includes, for example, Defendant’s overall unfair marketing
scheme to promote and brand the Paid Subscriptions with the Challenged
Representations and omissions, across a multitude of media platforms, including
the Paid Subscriptions’ labels and webpage advertising, over a long period of time,

1 in order to gain an unfair advantage over competitor products and to take
2 advantage of consumers' desire for services that comport with the Challenged
3 Representation and Material Omission. The UCL also creates a cause of action for
4 violations of law (such as statutory or regulatory requirements and court orders
5 related to similar representations and omissions made on the type of products at
6 issue). Thus, Plaintiffs and Class members may be entitled to restitution under
7 the UCL, while not entitled to damages under other causes of action asserted
8 herein (e.g., the FAL requires actual or constructive knowledge of the falsity; the
9 CLRA is limited to certain types of plaintiffs (an individual who seeks or acquires,
10 by purchase or lease, any goods or services for personal, family, or household
11 purposes) and other statutorily enumerated conduct). Thus, Plaintiffs and Class
12 members may be entitled to recover under unjust enrichment/restitution, while not
13 entitled to damages under breach of warranty, because they purchased the
14 products from third-party retailers or did not provide adequate notice of a breach
15 prior to the commencement of this action.

- 16
- 17 c. **Injunctive Relief to Cease Misconduct and Dispel Misperception.** Injunctive
18 relief is appropriate on behalf of Plaintiffs and members of the Class because
19 Defendant continues to misrepresent the Paid Subscriptions with the Challenged
20 Representation and Material Omission. Injunctive relief is necessary to prevent
21 Defendant from continuing to engage in the unfair, fraudulent, and/or unlawful
22 conduct described herein and to prevent future harm—none of which can be
23 achieved through available legal remedies under the CLRA or FAL (such as
24 monetary damages to compensate past harm). Further, injunctive relief, in the
25 form of affirmative disclosures is necessary to dispel the public misperception
26 about the Paid Subscriptions that has resulted from years of Defendant's unfair,
27 fraudulent, and unlawful marketing efforts. Such disclosures would include, but
28 are not limited to, publicly disseminated statements providing accurate
information about the subscriptions' true nature; and/or requiring prominent
qualifications and/or disclaimers on Defendant's website concerning the
subscriptions' true nature. An injunction requiring affirmative disclosures to
dispel the public's misperception and prevent the ongoing deception and repeat
purchases based thereon, is also not available through a legal remedy (such as
monetary damages). In addition, Plaintiffs are *currently* unable to accurately
quantify the damages caused by Defendant's future harm, because discovery and
Plaintiffs' investigation have not yet completed, rendering injunctive relief all the
more necessary. For example, because the court has not yet certified any class, the
following remains unknown: the scope of the class, the identities of its members,
their respective purchasing practices, prices of past/future subscription sales, and
quantities of past/future subscriptions sales.
- d. **Public Injunction.** Further, because a "public injunction" is available under the
UCL, damages will not adequately "benefit the general public" in a manner
equivalent to an injunction.
- e. **Procedural Posture—Incomplete Discovery & Pre-Certification.** Lastly, this
is an initial pleading in this action, and discovery has not yet commenced and/or
is at its initial stages. No class has been certified yet. No expert discovery has
commenced and/or been completed. The completion of fact/non-expert and expert
discovery, as well as the certification of this case as a class action, are necessary
to finalize and determine the adequacy and availability of all remedies, including
legal and equitable, for Plaintiffs' individual claims and any certified class.
Plaintiffs therefore reserve Plaintiffs' right to amend this complaint and/or assert
additional facts that demonstrate this Court's jurisdiction to order equitable

1 remedies where no adequate legal remedies are available for either Plaintiffs
2 and/or any certified class. Such proof, to the extent necessary, will be presented
3 prior to the trial of any equitable claims for relief and/or the entry of an order
4 granting equitable relief.

5 VI. CLASS ACTION ALLEGATIONS

6 63. **Class Definition.** Plaintiffs bring this action as a class action on behalf of themselves
7 and all others similarly situated as members of the Class defined as follows:

8 All residents of California who, within four years prior to the filing of this action,
9 purchased the Paid Subscriptions. (“Class”).

10 64. **Class Definition Exclusions.** Excluded from the Class are: (i) Defendant, its assigns,
11 successors, and legal representatives; (ii) any entities in which Defendant has controlling interests;
12 (iii) federal, state, and/or local governments, including, but not limited to, their departments,
13 agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; and (iv) any
14 judicial officer presiding over this matter and person within the third degree of consanguinity to
15 such judicial officer.

16 65. **Reservation of Rights to Amend the Class Definition.** Pursuant to California Civil
17 Code section 382, Plaintiffs reserve the right to amend or otherwise alter the class definition
18 presented to the Court at the appropriate time in response to facts learned through discovery, legal
19 arguments advanced by Defendant, or otherwise.

20 66. **Numerosity.** Members of the Class are so numerous that joinder of all members is
21 impracticable. Upon information and belief, the Class consists of tens of thousands of purchasers
22 dispersed throughout the State of California. Accordingly, it would be impracticable to join all
23 members of the Class before the Court.

24 67. **Common Questions Predominate.** There are numerous and substantial questions of
25 law or fact common to all members of the Class that predominate over any individual issues.
26 Included within the common questions of law or fact are:

- 27 a. Whether Defendant charged or attempted to charge artists for auditions or
28 employment opportunities in violation of Labor Code section 1703.4(a)(3);
- b. Whether Defendant required artists, as a condition for using or for obtaining an
additional benefit, to pay a fee for creating or providing photographs or other

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- promotional materials in violation of Labor Code section 1703.4(a)(4);
- c. Whether Defendant accepted compensation or other consideration for referring an artist to verified agents and managers in violation of Labor Code section 1703.4(a)(8);
- d. Whether Defendant failed to remove information, including photographs and video footage, within 10 days of delivery of any request to remove such items, in violation of Labor Code section 1703.4(a)(9);
- e. Whether Defendant engaged in unlawful, unfair, or deceptive business practices by advertising and selling the Paid Subscriptions;
- f. Whether Defendant’s conduct of advertising and selling the Paid Subscriptions with the Challenged Representation and Material Omission constitutes an unfair method of competition, or unfair or deceptive act or practice, in violation of Civil Code section 1750, *et seq.*;
- g. Whether Defendant used deceptive representations or omission in connection with the sale of the Paid Subscriptions in violation of Civil Code section 1750, *et seq.*;
- h. Whether Defendant represented that the Paid Subscriptions have characteristics or quantities that they do not have in violation of Civil Code section 1750, *et seq.*;
- i. Whether Defendant advertised the Paid Subscriptions with intent not to sell them as advertised in violation of Civil Code section 1750, *et seq.*;
- j. Whether Defendant’s labeling and advertising of the Paid Subscriptions are misleading in violation of Business and Professions Code section 17500, *et seq.*;
- k. Whether Defendant knew or by the exercise of reasonable care should have known its labeling and advertising was and is misleading in violation of Business and Professions Code section 17500, *et seq.*;
- l. Whether Defendant’s conduct is an unfair business practice within the meaning of Business and Professions Code section 17200, *et seq.*;
- m. Whether Defendant’s conduct is a fraudulent business practice within the meaning of Business and Professions Code section 17200, *et seq.*;
- n. Whether Defendant’s conduct is an unlawful business practice within the meaning of Business and Professions Code section 17200, *et seq.*;
- o. Whether Plaintiffs and the Class paid more money for the Paid Subscriptions than they actually received;
- p. How much more money Plaintiffs and the Class paid for the Paid Subscriptions than they actually received;
- q. Whether Defendant’s conduct constitutes breach of warranty;
- r. Whether Plaintiffs and the Class are entitled to injunctive relief; and
- s. Whether Defendant was unjustly enriched by its unlawful conduct.

1 68. **Predominance.** The common questions of law and fact predominate over questions
2 that affect only individual Class Members.

3 69. **Typicality.** Plaintiffs’ claims are typical of the claims of the Class Members they
4 seek to represent because Plaintiffs, like the Class Members purchased Defendant’s misleading and
5 deceptive subscriptions. Defendant’s unlawful, unfair and/or fraudulent actions concern the same
6 business practices described herein irrespective of where they occurred or were experienced.
7 Plaintiffs and the Class sustained similar injuries arising out of Defendant’s conduct. Plaintiffs’
8 and Class Members’ claims arise from the same practices and course of conduct and are based on
9 the same legal theories.

10 70. **Adequacy.** Plaintiffs are adequate representatives of the Class they seek to represent
11 because their interests do not conflict with the interests of the Class Members Plaintiffs seek to
12 represent. Plaintiffs will fairly and adequately protect Class Members’ interests and have retained
13 counsel experienced and competent in the prosecution of complex class actions, including complex
14 questions that arise in consumer protection litigation.

15 71. **Ascertainability.** Class Members can easily be identified by an examination and
16 analysis of the business records regularly maintained by Defendant, among other records within
17 Defendant’s possession, custody, or control. Additionally, further Class Member data can be
18 obtained through additional third-party retailers who retain customer records and order histories.

19 72. **Superiority and Substantial Benefit.** A class action is superior to other methods for
20 the fair and efficient adjudication of this controversy, since individual joinder of all members of the
21 Class is impracticable and no other group method of adjudication of all claims asserted herein is
22 more efficient and manageable for at least the following reasons:

- 23 a. The claims presented in this case predominate over any questions of law or fact,
24 if any exist at all, affecting any individual member of the Class;
- 25 b. Absent a Class, the members of the Class will continue to suffer damage and
26 Defendant’s unlawful conduct will continue without remedy while Defendant
27 profits from and enjoy its ill-gotten gains;
- 28 c. Given the size of individual Class Members’ claims, few, if any, Class Members
 could afford to or would seek legal redress individually for the wrongs Defendant

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committed against them, and absent Class Members have no substantial interest in individually controlling the prosecution of individual actions;

- d. When the liability of Defendant has been adjudicated, claims of all members of the Class can be administered efficiently and/or determined uniformly by the Court; and
- e. This action presents no difficulty that would impede its management by the Court as a class action, which is the best available means by which Plaintiffs and Class Members can seek redress for the harm caused to them by Defendant.

73. **Inconsistent Rulings.** Because Plaintiffs seek relief for all members of the Class, the prosecution of separate actions by individual members would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendant.

74. **Injunctive/Declaratory Relief.** The prerequisites to maintaining a class action for injunctive or equitable relief are met as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or declaratory relief with respect to the Class as a whole.

75. **Manageability.** Plaintiffs and Plaintiffs’ counsel are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VII. CAUSES OF ACTION

COUNT ONE

**Violation of the Fee-Related Talent Services Law
(*On Behalf of the Class*)**

76. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all allegations contained in this complaint, as though fully set forth herein.

77. **California Class.** Plaintiffs bring this claim each individually and on behalf of the Class who purchased the Paid Subscriptions within the applicable statute of limitations.

78. **Person.** Defendant is a “person” as defined in Labor Code section 1701(e).

79. **Talent Listing Service.** Defendant is a “talent listing service” because it is a “person who, for a fee from, or on behalf of an artist, provides or offers to provide, or advertises, or

1 represents itself as providing, an artist, directly or by referral to another person, with any of the
2 following: (1) a list of one or more auditions or employment opportunities. (2) A list of talent agents
3 or talent managers, including an associate, representative or designee thereof. (3) A search, or
4 providing the artist with the ability to perform a self-directed search, of any database for an audition
5 or employment opportunity, or a database of talent agents or talent managers, or an associate,
6 representative, or designee thereof. (4) Storage or maintenance for distribution or disclosure to a
7 person represented as offering an audition or employment opportunity, or to a talent agent, talent
8 manager, or an associate, representative, or designee of a talent agent or talent manager, of either of
9 the following: (A) an artist’s name, photograph, Internet Web site, filmstrip, videotape, audition
10 tape, demonstration reel, resume, portfolio, or other reproduction or promotion material of the artist
11 or (B) an artist’s schedule of availability for an audition or employment opportunity.” (Cal. Lab.
12 Code § 1701(g)).

13 80. **Artist.** Plaintiffs and all putative Class members are “artists” because they are people
14 who “[seek] to become an actor, actress, model, extra, radio artist, musical artist, musical
15 organization, director, musical director, writer, cinematographer, composer, lyricist, arranger, or
16 other person rendering professional services in motion picture, theatrical, radio, television, Internet,
17 print media, or other entertainment enterprises or technologies.” (Cal. Lab. Code § 1701(a)).

- 18 81. **Violations of the FTSL.** Defendant violated the following sections of the FTSL:
- 19 a. Section 1703.4(a)(3) by making audition opportunities contingent upon payment
 - 20 of fees;
 - 21 b. Section 1703.4(a)(4) by requiring a fee to receive a substantial benefit, use of
 - 22 service, or preferential treatment in the capacity to upload additional audition
 - 23 materials;
 - 24 c. Section 1703.4(a)(8) by steering artists towards financial obligations and fee-
 - 25 charging “verified” agents and managers;
 - 26 d. Section 1703.4(a)(9) by holding media for 21 days from the date of upload,
 - 27 Defendant has failed to uphold its duty to remove materials upon request within
 - 28 10 days.

82. **Causation/Harm.** As a direct and proximate result of Defendant’s violations of the
FTSL, artists have suffered financial losses through unwarranted fees when they purchased the Paid
Subscriptions. Artists have additionally had their access to casting opportunities unlawfully

1 diminished, in that they are forced to (1) purchase more storage and/or subscriptions; (2) be steered
2 towards fee-charging agents and managers; (3) purchase portfolio enhancements to dynamically
3 respond to media requests; and (4) waste subscription periods on outdated materials.

4 83. **Remedies.** Plaintiffs and members of the Class were harmed in the amount that they
5 paid for the Paid Subscriptions, and any interest that would have accrued on those monies and
6 continue to suffer other damages including loss off access to casting opportunities, in an amount to
7 be proven at trial. Plaintiffs and the Class additionally seek relief pursuant to Labor Code section
8 1704.2, which provides, “a person who is injured by a violation of this chapter or by the breach of
9 a contract subject to this chapter may bring an action for recovery of damages or to restrain and
10 enjoin a violation, or both. The court shall award to the Plaintiffs who prevail in an action under this
11 chapter reasonable attorney’s fees and costs. The amount awarded for damages for a violation of
12 this chapter shall be not less than three times the amount paid by the artist, or on behalf of the artist,
13 to the talent service or the advance-fee talent representation service.”

14 84. **Punitive Damages.** Plaintiffs seek punitive damages pursuant to this cause of action
15 for violations of the FTSL on behalf of Plaintiffs and the Class. Defendant’s unfair, fraudulent, and
16 unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct
17 warranting an award of punitive damages as permitted by law. Defendant’s misconduct is malicious
18 as Defendant acted with the intent to cause Plaintiffs and consumers to pay for subscriptions that
19 did not conform to FTSL requirements. Defendant willfully and knowingly disregarded the rights
20 of Plaintiffs and consumers as Defendant was aware of the probable dangerous consequences
21 of its conduct and deliberately failed to avoid misleading consumers, including Plaintiffs.
22 Defendant’s misconduct is oppressive as, at all relevant times, said conduct was so vile, base, and/or
23 contemptible that reasonable people would look down upon it and/or otherwise would despise such
24 misconduct. Said misconduct subjected Plaintiffs and consumers to cruel and unjust hardship in
25 knowing disregard of their rights. Defendant’s misconduct is fraudulent as Defendant, at all relevant
26 times, intentionally designed the Paid Subscriptions to offer services which are prohibited in
27 exchange for payment, with the intent to contract Plaintiffs and consumers for said unlawfully
28 charged services. The wrongful conduct constituting malice, oppression, and/or fraud was

1 committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or managing
2 agents of Defendant.

3 **COUNT TWO**
4 **Violation of California Unfair Competition Law**
5 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**
6 **(*On Behalf of the Class*)**

7 85. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all
8 allegations contained in this complaint, as though fully set forth herein.

9 86. **California Class.** This cause of action is brought pursuant to Business and
10 Professions Code section 17200, *et seq.*, on behalf of Plaintiffs and a California Class who
11 purchased the Paid Subscriptions within the applicable statute of limitations.

12 87. **The UCL.** California Business & Professions Code, sections 17200, *et seq.* (the
13 “UCL”) prohibits unfair competition and provides, in pertinent part, that “unfair competition shall
14 mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or
15 misleading advertising.”

16 88. **False Advertising Claims.** Defendant, in its advertising and marketing of the Paid
17 Subscriptions, made misleading statements and fraudulent omissions regarding the quality and
18 characteristics of the Products specifically, the Challenged Representation, “swappable media,” and
19 the Material Omission, that Defendant retains uploaded media for 21 days before it is eligible for
20 archival. Such claims and omission appear on all advertising and marketing of the Paid
21 Subscriptions, which are sold via Defendant’s website, castingnetworks.com.

22 89. **Defendant’s Deliberately Fraudulent Marketing Scheme.** Defendant does not
23 have any reasonable basis for the claims about the Paid Subscriptions made in Defendant’s
24 advertising and throughout Defendant’s website because the platform does not allow artists to swap
25 media for 21 days from the date of upload. Defendant knew and knows that its media handling
26 policy does not allow for swappable media, though Defendant intentionally advertised and marketed
27 the Paid Subscriptions to deceive reasonable consumers they do.

28 90. **Misleading Advertising Claims Cause Purchase of Products.** Defendant’s labeling
and advertising of the Paid Subscriptions led to, and continues to lead to, reasonable consumers,

1 including Plaintiffs, believing that Defendant’s platform allows for swappable media and will enable
2 dynamic responses to media requests from casting directors.

3 91. **Injury in Fact.** Plaintiffs and the California Class have suffered injury in fact and
4 have lost money or property as a result of and in reliance upon the Challenged Representation and
5 Material Omission —namely, Plaintiffs and the California Class lost the purchase price for the Paid
6 Subscriptions they bought from the Defendant.

7 92. **Conduct Violates the UCL.** Defendant’s conduct, as alleged herein, constitutes
8 unfair, unlawful, and fraudulent business practices pursuant to the UCL. The UCL prohibits unfair
9 competition and provides, in pertinent part, that “unfair competition shall mean and include
10 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading
11 advertising.” Cal. Bus & Prof. Code § 17200. In addition, Defendant’s use of various forms of
12 advertising media to advertise, call attention to, or give publicity to the sale of goods or merchandise
13 that are not as represented in any manner constitutes unfair competition, unfair, deceptive, untrue
14 or misleading advertising, and an unlawful business practice within the meaning of Business and
15 Professions Code sections 17200 and 17531, which advertisements have deceived and are likely to
16 deceive the consuming public, in violation of Business and Professions Code section 17200.

17 93. **No Reasonably Available Alternatives/Legitimate Business Interests.** Defendant
18 failed to avail itself of reasonably available, lawful alternatives to further its legitimate business
19 interests. It could have altered its media handling policy to render uploads “swappable.”

20 94. **Business Practice.** All of the conduct alleged herein occurred and continues to occur
21 in Defendant’s business. Defendant’s wrongful conduct is part of a pattern, practice and/or
22 generalized course of conduct, which will continue on a daily basis until Defendant voluntarily
23 alters its conduct or Defendant is otherwise ordered to do so.

24 95. **Injunction.** Pursuant to Business and Professions Code sections 17203 and 17535,
25 Plaintiffs and the members of the California Class seek an order of this Court enjoining Defendant
26 from continuing to engage, use, or employ its practice of marketing and advertising the sale and use
27 of the Paid Subscriptions. Likewise, Plaintiffs and the members of the California Class seek an order
28 requiring Defendant to disclose such omission, and to preclude Defendant’s failure to disclose the

1 it causes outweighs any benefits provided to consumers and the injury is one that the consumers
2 themselves could not reasonably avoid.” *Camacho v. Auto Club of Southern California*, 142 Cal.
3 App. 4th 1394, 1403 (2006).

4 99. **Injury.** Defendant’s action of mislabeling the Paid Subscriptions with the Challenged
5 Representation and Material Omission does not confer any benefit to consumers; rather, doing so
6 causes injuries to consumers, who do not receive services commensurate with their reasonable
7 expectations, overpay for the Paid Subscriptions, receive services of lesser standards than what they
8 reasonably expected to receive, and are gatekept from a transparent and equitable talent market.
9 Artists cannot avoid any of the injuries caused by Defendant’s deceptive marketing and advertising.
10 Accordingly, the injuries caused by Defendant’s deceptive marketing and advertising outweigh any
11 benefits.

12 100. **Balancing Test.** Some courts conduct a balancing test to decide if a challenged
13 activity amounts to unfair conduct under California Business and Professions Code section 17200.
14 They “weigh the utility of the defendant’s conduct against the gravity of the harm to the alleged
15 victim.” *Davis v. HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1169 (9th Cir. 2012).

16 101. **No Utility.** Here, Defendant’s conduct of advertising the Paid Subscriptions with the
17 Challenged Representation and Material Omission when the Paid Subscriptions do not allow artist
18 to swap media uploads has no utility and financially harms purchasers. Thus, the utility of
19 Defendant’s conduct is vastly outweighed by the gravity of harm.

20 102. **Legislative Declared Policy.** Some courts require that “unfairness must be tethered
21 to some legislative declared policy or proof of some actual or threatened impact on competition.”
22 *Lozano v. AT&T Wireless Servs. Inc.*, 504 F. 3d 718, 735 (9th Cir. 2007).

23 103. **Unfair Conduct.** Defendant’s marketing and advertising of the Paid Subscriptions,
24 as alleged herein, is deceptive, misleading, and unreasonable, and constitutes unfair conduct.
25 Defendant knew or should have known of its unfair conduct. Defendant’s Challenged
26 Representation, coupled with the Material Omission, constitutes an unfair business practice within
27 the meaning of California Business and Professions Code section 17200.

28 104. **Additional Violations.** Defendant’s conduct in making the false representation and

1 deceptive omission described herein constitutes a knowing failure to adopt policies in accordance
2 with and/or adherence to applicable laws, as set forth herein, all of which are binding upon and
3 burdensome to its competitors, such as Defendant’s violations of California Labor Code section
4 1703, *et seq.*, as more fully expounded herein. This conduct engenders an unfair competitive
5 advantage for Defendant, thereby constituting an unfair, fraudulent and/or unlawful business
6 practice under California Business & Professions Code sections 17200-17208.

7 105. **Reasonably Available Alternatives.** There existed reasonably available alternatives
8 to further Defendant’s legitimate business interests, other than the conduct described herein.
9 Defendant could have refrained from marketing the Paid Subscriptions with the Challenged
10 Representation and Material Omission, could have altered its media storage policy, and/or could
11 have acted in accordance with Defendant’s obligations under California Labor Code section 1703,
12 *et seq.*

13 106. **Defendant’s Wrongful Conduct.** All of the conduct alleged herein occurs and
14 continues to occur in Defendant’s business. Defendant’s wrongful conduct is part of a pattern or
15 generalized course of conduct repeated on thousands of occasions daily.

16 107. **Injunction.** Pursuant to Business and Professions Code section 17203, Plaintiffs and
17 the California Class seek an order of this Court enjoining Defendant from continuing to engage, use,
18 or employ its practices of marketing the Paid Subscriptions with the Challenged Representation and
19 Material Omission.

20 108. **Causation/Damages.** Plaintiffs and the California Class have suffered injury in fact,
21 have lost money and/or faced significant financial barriers to entry into the talent industry as a result
22 of Defendant’s unfair conduct. Plaintiffs and the California Class paid an unwarranted premium for
23 these Paid Subscriptions. Specifically, Plaintiffs and the California Class paid for services that
24 allowed for swappable media. Plaintiffs and the California Class would not have purchased the Paid
25 Subscriptions or would have paid substantially less for the Paid Subscriptions, if they had known
26 that the Paid Subscriptions’ advertising and marketing were deceptive. Accordingly, Plaintiffs seek
27 damages, restitution and/or disgorgement of ill-gotten gains pursuant to the UCL.

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“Fraudulent” Prong

109. **Fraud Standard.** The UCL considers conduct fraudulent (and prohibits said conduct) if it is likely to deceive members of the public. *Bank of the West v. Superior Court*, 2 Cal. 4th 1254, 1267 (1992).

110. **Fraudulent & Material Challenged Representation and Omission.** Defendant used the Challenged Representation and Material Omission with the intent to sell the Paid Subscriptions to consumers, including Plaintiffs and the California Class. The Challenged Representation and Material Omission are deceptive, and Defendant knew, or should have known, of its deception. The Challenged Representation and Material Omission are likely to mislead artists into purchasing the Paid Subscriptions because it is material to the average, ordinary, and reasonable artist.

111. **Fraudulent Business Practice.** As alleged herein, the omission by Defendant constitutes a fraudulent business practice in violation of California Business & Professions Code section 17200.

112. **Reasonable and Detrimental Reliance.** Plaintiffs and the California Class reasonably and detrimentally relied on the Challenged Representation and Material Omission to their detriment in that they purchased the Paid Subscriptions.

113. **Reasonably Available Alternatives.** There existed reasonably available alternatives to further Defendant’s legitimate business interests, other than the conduct described herein. Defendant could have refrained from marketing the Paid Subscriptions with the Challenged Representation and Material Omission, could have altered its media storage policy, and/or could have acted in accordance with Defendant’s obligations under California Labor Code section 1703, *et seq.*

114. **Business Practice.** All of the conduct alleged herein occurs and continues to occur in Defendant’s business. Defendant’s wrongful conduct is part of a pattern or generalized course of conduct.

115. **Injunction.** Pursuant to Business and Professions Code section 17203, Plaintiffs and the California Class seek an order of this Court enjoining Defendant from continuing to engage, use,

1 or employ its practice of marketing the Paid Subscriptions with the Challenged Representation and
2 Material Omission.

3 116. **Causation/Damages.** Plaintiffs and the Class have suffered injury in fact and have
4 lost money as a result of Defendant’s fraudulent conduct. Plaintiffs paid an unwarranted premium
5 for the Purchased Subscription. Specifically, Plaintiffs and the Class paid for services that allowed
6 for swappable media uploads, when, in fact, Defendant retains media for 21 days from the date of
7 upload. Plaintiffs and the California Class would not have purchased the Paid Subscriptions if they
8 had known the truth. Accordingly, Plaintiffs seek damages, restitution, and/or disgorgement of ill-
9 gotten gains pursuant to the UCL.

10 **“Unlawful” Prong**

11 117. **Unlawful Standard.** The UCL identifies violations of other laws as “unlawful
12 practices that the unfair competition law makes independently actionable.” *Velazquez v. GMAC*
13 *Mortg. Corp.*, 605 F. Supp. 2d 1049, 1068 (C.D. Cal. 2008).

14 118. **Violations of Enumerated Statutes.** Defendant’s marketing of the Paid
15 Subscriptions, as alleged herein, violates California Civil Code section 1750, *et seq.* (the “CLRA”),
16 California Business and Professions Code sections 17500, *et seq.* (the “FAL”), and California
17 Labor Code section 1703, *et seq.* (the “FTSL”), as set forth below in the sections regarding those
18 causes of action.

19 119. **Fraud.** Additionally, Defendant’s use of the Challenged Representation and Material
20 Omission to sell the Paid Subscriptions violates California Civil Code sections 1572 (actual
21 fraud), 1573 (constructive fraud), 1709-1710 (fraudulent deceit), and 1711 (deceit upon the public),
22 as set forth above. Additionally, Defendant’s omission of material facts, as set forth herein, violate
23 California Civil Code sections 1572, 1573, 1709, 1710, 1711, and 1770, as well as the common law.

24 120. **Violations of the FTSL.** Defendant’s conduct in making the false representation and
25 deceptive omission described herein constitutes a knowing failure to adopt policies in accordance
26 with and/or adherence to applicable laws, as set forth herein, all of which are binding upon and
27 burdensome to its competitors, such as Defendant’s violations of California Labor Code section
28 1703, *et seq.* This conduct engenders an unfair competitive advantage for Defendant, thereby

1 constituting an unfair, fraudulent and/or unlawful business practice under California Business &
2 Professions Code sections 17200-17208.

3 121. **Violation of Labor Code Section 450.** Defendant further violates California Labor
4 Code section 450. Section 450(a) provides, in relevant part, “No... person, may compel or coerce
5 any... applicant for employment... to patronize his or her employer, or any other person, in the
6 purchase of any thing of value.” (Cal. Lab. Code § 450(a)). Section 450(b) elaborates that such
7 compulsion occurs when applicants are required to furnish any fee or consideration in exchange:
8 “(1) for an individual to apply for employment orally or in writing; (2) for an individual to receive,
9 obtain, complete, or submit an application for employment; (3) for an employer to provide, accept,
10 or process an application for employment.” (Cal. Lab. Code § 450(b)(1)-(b)(3)).

11 122. Defendant has violated Labor Code section 450 by exchanging Paid Subscription fees
12 for the opportunity to submit audition materials and applications. Such conduct is compulsive and/or
13 coercive as artists are required to forfeit their hard-earned money in exchange for access to, and
14 preferential treatment within, Defendant’s platform, as more fully described herein.

15 123. **Unlawful Conduct.** Defendant’s marketing and advertising of the Paid Subscriptions,
16 as alleged herein, are deceptive, misleading, and unreasonable, and constitute unlawful conduct.
17 Defendant knew or should have known of its unlawful conduct.

18 124. **Reasonably Available Alternatives.** There existed reasonably available alternatives
19 to further Defendant’s legitimate business interests, other than the conduct described herein.
20 Defendant could have refrained from marketing the Paid Subscriptions with the Challenged
21 Representation and Material Omission, could have altered its media storage policy, and/or could
22 have acted in accordance with Defendant’s obligations under California Labor Code section 1703,
23 *et seq.*

24 125. **Business Practice.** All of the conduct alleged herein occurs and continues to occur in
25 Defendant’s business. Defendant’s wrongful conduct is part of a pattern or generalized course of
26 conduct.

27 126. **Injunction.** Pursuant to Business and Professions Code sections 17203, Plaintiffs and
28 the California Class seek an order of this Court enjoining Defendant from continuing to engage, use,

1 or employ its practice of marketing the Paid Subscriptions with the Challenged Representation and
2 Material Omission.

3 127. **Causation/Damages.** Plaintiffs and the Class have suffered injury in fact and have
4 lost money as a result of Defendant’s unlawful conduct. Plaintiffs paid an unwarranted premium for
5 the Purchased Subscription. Specifically, Plaintiffs and the Class paid for services that allowed for
6 swappable media uploads, when, in fact, Defendant retains media for 21 days from the date of
7 upload. Plaintiffs and the California Class would not have purchased the Paid Subscriptions if they
8 had known the truth. Accordingly, Plaintiffs seek damages, restitution, and/or disgorgement of ill-
9 gotten gains pursuant to the UCL COUNT TWO

10 **COUNT THREE**
11 **Violation of California False Advertising Law**
12 **(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**
13 **(*On Behalf the Class*)**

14 128. **Incorporation by reference.** Plaintiffs re-allege and incorporate by reference all
15 allegations contained in this complaint, as though fully set forth herein.

16 129. **California Class.** Plaintiffs bring this claim each individually and on behalf of the
17 Class who purchased the Paid Subscriptions within the applicable statute of limitations.

18 130. **FAL Standard.** The False Advertising Law, codified at Cal. Bus. & Prof. Code
19 sections 17500, *et seq.*, prohibits “unfair, deceptive, untrue or misleading advertising[.]”

20 131. **Challenged Representation and Material Omission Disseminated to Public.**
21 Defendant violated section 17500 when it advertised and marketed the Paid Subscriptions through
22 the unfair, deceptive, and misleading representation and omission disseminated to the public
23 through the Paid Subscriptions’ marketing, labeling, and advertising. The Challenged
24 Representation and Material Omission were deceptive because the Paid Subscriptions do not
25 conform to them. The Challenged Representation and Material Omission were material because
26 they are likely to mislead a reasonable artist into purchasing the Paid Subscription.

27 132. **Knowledge.** In making and disseminating the Challenged Representation and
28 Material Omission alleged herein, Defendant knew or should have known that the Challenged
Representation and Material Omission were untrue or misleading, and acted in violation of section

1 17500.

2 133. **Intent to sell.** Defendant’s Challenged Representation and Material Omission were
3 specifically designed to induce reasonable consumers, like Plaintiffs and the California Class, to
4 purchase the Paid Subscription.

5 134. **Causation/Damages.** As a direct and proximate result of Defendant’s misconduct in
6 violation of the FAL, Plaintiffs and members of the California Class were harmed in the amount of
7 the purchase price they paid for the Paid Subscriptions. Further, Plaintiffs and members of the Class
8 have suffered and continue to suffer economic losses and other damages including, but not limited
9 to, the amounts paid for the Paid Subscriptions, and any interest that would have accrued on those
10 monies, in an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for
11 violation of the FAL in damages, restitution, and/or disgorgement of ill-gotten gains to compensate
12 Plaintiffs and the California Class for said monies, as well as injunctive relief to enjoin Defendant’s
13 misconduct to prevent ongoing and future harm that will result.

14 135. **Punitive Damages.** Defendant’s unfair, fraudulent, and unlawful conduct described
15 herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive
16 damages as permitted by law. Defendant’s misconduct is malicious as Defendant acted with the
17 intent to cause Plaintiffs and consumers to pay for services that they were not, in fact,
18 receiving. Defendant willfully and knowingly disregarded the rights of Plaintiffs and consumers as
19 Defendant was aware of the probable dangerous consequences of its conduct and deliberately failed
20 to avoid misleading consumers, including Plaintiffs. Defendant’s misconduct is oppressive as, at
21 all relevant times, said conduct was so vile, base, and/or contemptible that reasonable people would
22 look down upon it and/or otherwise would despise such corporate misconduct. Said misconduct
23 subjected Plaintiffs and consumers to cruel and unjust hardship in knowing disregard of their rights.
24 Defendant’s misconduct is fraudulent as Defendant, at all relevant times, intentionally
25 misrepresented and/or concealed material facts with the intent to deceive Plaintiffs and
26 consumers. The wrongful conduct constituting malice, oppression, and/or fraud was committed,
27 authorized, adopted, approved, and/or ratified by officers, directors, and/or managing agents of
28 Defendant.

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COUNT FOUR
Violation of California Consumers Legal Remedies Act
(Cal. Civ. Code §§ 1750, et seq.)
(On Behalf of the Class)

136. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all allegations contained in this complaint, as though fully set forth herein.

137. **California Class.** Plaintiffs bring this claim each individually and on behalf of the Class who purchased the Paid Subscriptions within the applicable statute of limitations.

138. **CLRA Standard.** The CLRA provides that “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful.”

139. **Goods/Services.** The Paid Subscriptions are “goods,” as defined by the CLRA in California Civil Code section 1761(a).

140. **Defendant.** Defendant is a “person,” as defined by the CLRA in California Civil Code section 1761(c).

141. **Consumers.** Plaintiffs and members of the California Class are “consumers,” as defined by the CLRA in California Civil Code section 1761(d).

142. **Transactions.** The purchase of the Paid Subscriptions by Plaintiffs and members of the California Class are “transactions” as defined by the CLRA under California Civil Code section 1761(e).

143. **Violations of the CLRA.** Defendant violated the following sections of the CLRA by selling the Paid Subscriptions to Plaintiffs and the California Class through the misleading, deceptive, and fraudulent Challenged Representation and Material Omission:

- a. Section 1770(a)(5) by representing that the Paid Subscriptions have “characteristics, . . . uses [or] benefits . . . which [they] do not have.”
- b. Section 1770(a)(7) by representing that the Paid Subscriptions “are of a particular standard, quality, or grade . . . [when] they are of another.”
- c. Section 1770(a)(9) by advertising the Paid Subscriptions “with [the] intent not to sell them as advertised.”

144. **Knowledge.** Defendant’s uniform and material Challenged Representation and

1 Material Omission regarding the Paid Subscriptions was likely to deceive, and Defendant knew or
2 should have known that its omission was misleading.

3 145. **Malicious.** Defendant’s conduct is malicious, fraudulent, and wanton in that
4 Defendant intentionally misled and withheld material information from consumers, including
5 Plaintiffs, to increase the sale of the Products.

6 146. **Plaintiffs Could Not Have Avoided Injury.** Plaintiffs and members of the Class
7 could not have reasonably avoided such injury. Plaintiffs and members of the Class were misled
8 and unaware of the existence of facts that Defendant suppressed and failed to disclose, and Plaintiffs
9 and members of the California Class would not have purchased the Paid Subscriptions and/or would
10 have purchased them on different terms had they known the truth.

11 147. **Causation/Reliance/Materiality.** Plaintiffs and the Class suffered harm as a result of
12 Defendant’s violations of the CLRA because they relied on the Challenged Representation and
13 Material Omission in deciding to purchase the Paid Subscriptions. The Challenged Representation
14 and Material Omission were together a substantial factor. The Material Omission was material
15 because a reasonable consumer would consider it important in deciding whether to purchase the
16 Paid Subscriptions.

17 148. **Section 1782(d)—Prelitigation Demand/Notice.** Pursuant to California Civil Code
18 section 1782, Plaintiffs, more than thirty days prior to the filing of this complaint, on or about
19 INSERT Plaintiffs’ counsel, acting on behalf of all members of the Class, mailed a Demand Letter,
20 via U.S. certified mail, return receipt requested, addressed to Defendant Casting Networks LLC at
21 its headquarters and principal place of business registered with the California Secretary of State
22 (3250 Wilshire Boulevard, Suite 1800, Los Angeles, CA 90010) and its registered agent for service
23 of process (INSERT), which were delivered to those addresses on or about INSERT and INSERT,
24 respectively.

25 149. **Causation/Damages.** As a direct and proximate result of Defendant’s misconduct in
26 violation of the CLRA, Plaintiffs and members of the Class were harmed in the amount of the
27 purchase price they paid for the Paid Subscriptions. Further, Plaintiffs and members of the Class
28 have suffered and continue to suffer economic losses and other damages including, but not limited

1 to, the amounts paid for the Paid Subscriptions, and any interest that would have accrued on those
2 monies, in an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for
3 violation of this Act in the form of damages, restitution, and/or disgorgement of ill-gotten gains to
4 compensate Plaintiffs and the California Class for said monies.

5 150. **Injunction.** Given that Defendant’s conduct violated California Civil Code section
6 1780, Plaintiffs and members of the California Class are entitled to seek, and do hereby seek,
7 injunctive relief to put an end to Defendant’s violations of the CLRA and to dispel the public
8 misperception generated, facilitated, and fostered by Defendant’s false advertising campaign.
9 Plaintiffs has no adequate remedy at law. Without equitable relief, Defendant’s unfair and deceptive
10 practices will continue to harm Plaintiffs and the California Class. Accordingly, Plaintiffs seek an
11 injunction to enjoin Defendant from continuing to employ the unlawful methods, acts, and practices
12 alleged herein pursuant to section 1780(a)(2), and otherwise require Defendant to take corrective
13 action necessary to dispel the public misperception engendered, fostered, and facilitated through
14 Defendant’s deceptive labeling of the Paid Subscriptions with the Challenged Representation and
15 Material Omission.

16 151. **Punitive Damages.** Defendant’s unfair, fraudulent, and unlawful conduct described
17 herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive
18 damages as permitted by law. Defendant’s misconduct is malicious as Defendant acted with the
19 intent to cause Plaintiffs and consumers to pay for subscriptions that they were not, in fact, receiving.
20 Defendant willfully and knowingly disregarded the rights of Plaintiffs and consumers as Defendant
21 was, at all times, aware of the probable dangerous consequences of its conduct and deliberately
22 failed to avoid misleading consumers, including Plaintiffs. Defendant’s misconduct is oppressive
23 as, at all relevant times, said conduct was so vile, base, and/or contemptible that reasonable people
24 would look down upon it and/or otherwise would despise such corporate misconduct. Said
25 misconduct subjected Plaintiffs and consumers to cruel and unjust hardship in knowing disregard
26 of their rights. Defendant’s misconduct is fraudulent as Defendant, at all relevant times,
27 intentionally misrepresented and/or concealed material facts with the intent to deceive Plaintiffs and
28 consumers. The wrongful conduct constituting malice, oppression, and/or fraud was committed,

1 authorized, adopted, approved, and/or ratified by officers, directors, and/or managing agents of
2 Defendant. Accordingly, Plaintiffs seek an award of punitive damages against Defendant.

3 **COUNT FIVE**
4 **Unjust Enrichment/Restitution**
5 ***(On Behalf of the Class)***

6 152. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all
7 allegations contained in this complaint, as though fully set forth herein.

8 153. **California Class.** Plaintiffs bring this claim each individually and on behalf of the
9 Class who purchased the Paid Subscriptions within the applicable statute of limitations.

10 154. **Plaintiff/Class Conferred a Benefit.** By purchasing the Paid Subscriptions, Plaintiffs
11 and members of the Class conferred a benefit on Defendant in the form of the purchase price of the
12 subscriptions.

13 155. **Defendant's Knowledge of Conferred Benefit.** Defendant had knowledge of such
14 benefit and Defendant appreciated the benefit because, were consumers not to purchase the Paid
15 Subscriptions, Defendant would not generate revenue from the sales of the Paid Subscriptions.

16 156. **Defendant's Unjust Receipt Through Deception.** Defendant's knowing acceptance
17 and retention of the benefit is inequitable and unjust because the benefit was obtained by
18 Defendant's fraudulent, misleading, and deceptive omission.

19 157. **Causation/Damages.** As a direct and proximate result of Defendant's unjust
20 enrichment, Plaintiffs and members of the Class were harmed in the amount of the purchase price
21 they paid for the Products. Further, Plaintiffs and members of the Class have suffered and continue
22 to suffer economic losses and other damages including, but not limited to, the amounts paid for the
23 Paid Subscriptions, and any interest that would have accrued on those monies, in an amount to be
24 proven at trial. Accordingly, Plaintiffs seek a monetary award for unjust enrichment in damages,
25 restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiffs and the Class for said
26 monies, as well as injunctive relief to enjoin Defendant's misconduct to prevent ongoing and future
27 harm that will result.

28 158. **Punitive Damages.** Plaintiffs seek punitive damages pursuant to this cause of action

1 for unjust enrichment on behalf of Plaintiffs and the Class. Defendant’s unfair, fraudulent, and
2 unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct
3 warranting an award of punitive damages as permitted by law. Defendant’s misconduct is malicious
4 as Defendant acted with the intent to cause Plaintiffs and consumers to pay for Products that they
5 were not, in fact, receiving. Defendant willfully and knowingly disregarded the rights of Plaintiffs
6 and consumers as Defendant was aware of the probable dangerous consequences of its conduct and
7 deliberately failed to avoid misleading consumers, including Plaintiffs. Defendant’s misconduct is
8 oppressive as, at all relevant times, said conduct was so vile, base, and/or contemptible that
9 reasonable people would look down upon it and/or otherwise would despise such corporate
10 misconduct. Said misconduct subjected Plaintiffs and consumers to cruel and unjust hardship in
11 knowing disregard of their rights. Defendant’s misconduct is fraudulent as Defendant, at all relevant
12 times, intentionally misrepresented and/or concealed material facts with the intent to deceive
13 Plaintiffs and consumers. The wrongful conduct constituting malice, oppression, and/or fraud was
14 committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or managing
15 agents of Defendant.

16 **VIII. PRAYER FOR RELIEF**

17 159. WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated,
18 pray for judgment against Defendant as follows:

- 19 a. **Certification:** For an order certifying this action as a class action, appointing
20 Plaintiffs as the Class Representatives, and appointing Plaintiffs’ Counsel as
21 Class Counsel;
- 22 b. **Declaratory Relief:** For an order declaring that Defendant’s conduct violates the
23 statutes and laws referenced herein consistent with applicable law and pursuant
24 to only those causes of action so permitted;
- 25 c. **Injunction:** For an order requiring Defendant to change its business practices to
26 prevent or mitigate the risk of the consumer deception and violations of law
27 outlined herein. This includes, for example, orders that Defendant immediately
28 cease and desist from selling the unlawful subscriptions in violation of law; that
enjoin Defendant from continuing to market, advertise, distribute, and sell the
Paid Subscriptions in the unlawful manner described herein; that require
Defendant to engage in an affirmative advertising campaign to dispel the public
misperception of the Paid Subscriptions resulting from Defendant’s unlawful
conduct; and/or that require Defendant to take all further and just corrective
action, consistent with applicable law and pursuant to only those causes of action
so permitted;

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- d. **Damages/Restitution/Disgorgement:** For an order awarding monetary compensation in the form of damages, restitution, and/or disgorgement to Plaintiffs and the Class, consistent with applicable law and pursuant to only those causes of action so permitted;
- e. **Punitive Damages/Penalties:** For an order awarding punitive damages, statutory penalties, and/or monetary fines, consistent with applicable law and pursuant to only those causes of action so permitted;
- f. **Attorneys' Fees & Costs:** For an order awarding attorneys' fees and costs, consistent with applicable law and pursuant to only those causes of action so permitted;
- g. **Pre/Post-Judgment Interest:** For an order awarding pre-judgment and post-judgment interest, consistent with applicable law and pursuant to only those causes of action so permitted; and
- h. **All Just & Proper Relief:** For such other and further relief as the Court deems just and proper.

Dated: April 16, 2024

Respectfully submitted,

CLARKSON LAW FIRM, P.C.

By:



RYAN J. CLARKSON

CHRISTINA M. LE

ADAM L. ROSEN

Attorneys for Plaintiff

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IX. DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues and causes of action so triable.

Dated: April 16, 2024

Respectfully submitted,

CLARKSON LAW FIRM, P.C.

By:



RYAN J. CLARKSON
CHRISTINA M. LE
ADAM L. ROSEN
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