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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

KATE BOND, CHRISTIAN JENKINS,  
ROBERT FISHER, AMBER COYLE, and  
DONALD SMITH, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

BREAKDOWN SERVICES, LTD.,

Defendant.

Case No.:

**CLASS ACTION COMPLAINT**

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

**JURY TRIAL DEMAND**

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1 **COMPLAINT**

2 1. Plaintiffs Kate Bond, Christian Jenkins, Robert Fisher, Amber Coyle, and Donald  
3 Smith (“**Plaintiffs**”), individually and on behalf of all others similarly situated, as more fully  
4 described herein (the “**Class**” and “**Class Members**”), bring this class action complaint against  
5 Defendant Breakdown Services, Ltd. (“**Defendant**” and/or “**Breakdown Services**”), and allege the  
6 following based upon information and belief, unless otherwise expressly stated as based upon  
7 personal knowledge.

8 **I. INTRODUCTION**

9 2. Most actors are not movie stars. The entertainment industry runs on the hard work and  
10 commitment of working actors who are not perennially Oscar-nominated, blockbusting action  
11 heroes, or celebrated on red carpets. These actors contribute to film, television, commercials, and  
12 theater while balancing multiple roles and gigs to maintain a steady income. The dedication to their  
13 craft, resilience, and versatility makes them the backbone of Hollywood and unsung talents who  
14 deliver the majority of performances that captivate audiences.

15 3. Despite their significant contributions, working actors are subjected to long hours,  
16 unpredictable schedules, financial insecurity, and substantial personal sacrifice. They endure these  
17 burdens for the chance to bring characters to life and share compelling stories with audiences around  
18 the world. Actors understand that being a part of Hollywood will require them to overcome hardship.  
19 Some burdens are accepted aspects of the craft, such as professional headshots, long commutes to  
20 filming locations followed by long days on set, and the hefty cost of living in or near Los Angeles.

21 4. Other sacrifices are unacceptable and unlawful. By exploiting actors’ desire to live  
22 out their dreams, Defendant has inserted itself between actors and casting directors, forcing  
23 hardworking actors into paying simply for the opportunity to apply for a job. Skillfully masking  
24 extra costs, Defendant collects hundreds of dollars from actors every year just to have a reel viewed  
25 by someone who might hire them through Defendant’s platform, “Actors Access.”

26 5. Actors Access is an online platform operated by Defendant designed to facilitate  
27 connections between actors and casting directors. The platform allows actors to create profiles,  
28 upload and manage audition materials such as headshots, resumes, and reels, and submit these

1 materials to casting calls. Actors Access is a dominant force in the entertainment industry. Many  
2 casting calls are only viewable through the platform, and actors, especially those without  
3 representation, have no other avenues to apply for jobs. Indeed, Defendant claims that “97% of all  
4 scripted projects in North America” rely on the platform:<sup>1</sup>

5 6. Defendant’s market share aggravates the harm caused by its predatory practices,



17 which unfairly burden working actors who already navigate an unstable and competitive industry.  
18 By charging actors just to be considered for roles, Defendant has created a pay-to-play system that  
19 violates California labor laws.

20 7. Adding insult to injury, Defendant’s illegal pay-to-play platform also misleads actors  
21 with a host of hidden fees, in violation of California’s consumer protection laws. These hidden fees  
22 deepen the financial strain on an already strapped community of workers. Merit should drive the  
23 casting process, but because of illegal business practices like Defendant’s, socioeconomic status  
24 continues to play an unfortunately outsized role.

25 8. Defendant’s platform also employs a hidden algorithm that further entrenches the pay-  
26 to-play model. The algorithm selectively pushes to casting directors those users that have paid

27 \_\_\_\_\_  
28 <sup>1</sup> Breakdown Services, *About Breakdown Services*, BREAKDOWNSERVICES.COM, <https://breakdownservices.com/index.cfm/main/about> (Last visited, April 24, 2024)

1 Defendant *more* to host additional media. Thus, even for those actors able to pay their way onto the  
2 platform, a significant casting factor becomes *have they paid enough*. Actors also do not realize that  
3 the algorithm punishes them for not purchasing the full range of Defendant’s product offerings—  
4 by placing them at the bottom of casting directors’ feeds.

5 9. The rise of the internet promised to democratize audition access and level the playing  
6 field for actors. However, corporations quickly filled the void, controlling, and then leveraging  
7 technology to generate profits instead of facilitating honest and merit-based connections between  
8 actors and casting directors. This has transformed casting into a pay-to-play system, with Defendant  
9 at the helm—operating the most widely used platform for audition opportunities. With so much  
10 casting running through Defendant’s platform, actors find themselves compelled to pay steep fees,  
11 marginalizing those who lack financial resources and conditioning gainful employment on the size  
12 of an actor’s bank account. Defendant Breakdown Services continues to reap the financial rewards  
13 of the unlawful system they have wrought; they have commercialized, gatekept, and exerted  
14 unlawful control over the casting process.

15 10. **The Fee-Related Talent Services Law (“FTSL”).** In response to growing concerns  
16 over exploitation and financial hardships faced by aspiring actors, particularly by predatory  
17 practices regarding talent discovery and career advancement, the Fee-Related Talent Services Law  
18 (Cal. Lab. Code § 1700, *et seq*) was conceived. This legislation was born from a need to protect  
19 individuals from fraud, deceit, and financial barriers that had become rampant in Hollywood’s talent  
20 acquisition processes. It aimed to counteract commercialization, gatekeeping, and exploitation  
21 imposed by profit-driven entities by ensuring a fairer and more transparent pathway for talent to  
22 connect with opportunities. Effective as of January 1, 2010, this legislative action was meant to  
23 rectify the imbalance between vulnerable actors seeking career advancement and corporations  
24 seeking money. The following quotes highlight California’s commitment to protecting its citizens  
25 and fostering a healthy environment in the talent industry:

26 11. “[T]here exist in connection with a substantial number of contracts for talent services,  
27 sales practices and business and financing methods which have worked a fraud, deceit, imposition,  
28 and financial hardship upon the people of this state, particularly upon children and other minors;

1 that existing legal remedies are inadequate to correct these abuses; that the talent industry has a  
2 significant impact upon the economy and well-being of this state and its local communities; and that  
3 the provisions of this act relating to these are necessary for the public welfare and that the provisions  
4 of this act relating to these are necessary for the public welfare.”

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

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

- 16 a. **Cal. Lab. Code § 1703.4(a)(3)** “Charge or attempt to charge an artist for an  
17 audition or employment opportunity;”
- 18 b. **Cal. Lab. Code § 1703.4(a)(4)** “Require an artist, as a condition for using the  
19 talent service or for obtaining an additional benefit or preferential treatment from  
20 the talent service, to pay a fee for creating or providing photographs, filmstrips,  
21 videotapes, audition tapes, demonstration reels, or other reproductions of the  
22 artist, Internet Web sites, casting or talent brochures, or other promotional  
23 materials for the artist;”
- 24 c. **Cal. Lab. Code § 1703.4(a)(5)** “Charge or attempt to charge an artist any fee not  
25 disclosed pursuant to paragraph (4) of subdivision (a) of Section 1703;”
- 26 d. **Cal. Lab. Code § 1703.4(a)(8)** “Accept compensation or other consideration for  
27 referring an artist to any person charging the artist a fee.”

28 14. **Defendant’s Unlawful Paid Subscription.** Chasing profits, Defendant has designed

	actors access FREE	actors access+
	For the Actor at every stage of their career	\$68.00/yr or \$9.99/mo SAG-AFTRA members receive a 20% discount on the annual PLUS rate*** For the Actor who wants the freedom of UNLIMITED self-submissions
	REGISTER	REGISTER
Profile	✓	✓
Shared Profile Across Talent Reps	✓	✓
Role Match Alerts <sup>‡</sup>	✓	✓
Alerts for Sides Revisions	✓	✓
cMail	✓	✓
Technical Support	✓	✓
Headshots	2 Free*	2 Free*
SlateShot	First Free	First Free
Performance Media	\$22/min	\$22/min
Submissions	\$2 /submission	Unlimited
iOS App Access	Limited	Full Access

and marketed various product offerings and services that are unlocked through tiered subscriptions. Defendant has one free and one paid subscription tier, Actors Access Free, and Actors Access Plus (“Paid Subscription”). The Paid Subscription exchanges Plaintiffs’ and putative Class members’ (“Class” defined *infra*) hard-earned money for unlawful services in violation of the FTSL.

15. **Essential Membership.** The following is a true and correct representation of Defendant’s Essential Membership’s product offering, taken from Defendant’s website:<sup>2</sup>

16. The Paid Subscription violates Labor Code section 1703.4(a)(3) as it unlocks the total number of role submissions, thereby charging artists for audition or employment opportunities they could not access without the subscription. The Paid Subscription violates Labor Code section 1703.4(a)(4) as it provides preferential treatment for use of the service by granting unlimited iOS

<sup>2</sup> Actors Access, *Register*, ACTORSACCESS.COM, <https://actorsaccess.com/register/benefits.cfm> (Last visited, April 24, 2024)



1 app access, “Role Match Notifications,” “Unlimited Eco Casts,” and “Unlimited Sides.”<sup>3</sup> The Paid  
2 Subscription violates Labor Code section 1703.4(a)(5) by charging undisclosed fees for uploading  
3 additional “Headshots” and “SlateShots.”

4 17. **Defendant’s Additional Unlawful Product Offerings.** Defendant additionally  
5 charges actors for ad hoc services in violation of the FTSL (hereinafter, additional offerings and  
6 Paid Subscription, collectively, the “**Products**”).

- 7 a. Defendant charges \$2 dollars for each submission to audition or employment  
8 opportunities in violation of **Cal. Lab. Code § 1703.4(a)(3)**;
- 9 b. Defendant charges \$10 dollars for each Headshot beyond the first two, \$5 dollars  
10 for each SlateShot beyond the first, and \$22 dollars for each minute of  
11 performance media. Charging to include audition materials in an artist’s profile  
12 violates **Cal. Lab. Code § 1703.4(a)(4)**;
- 13 c. Defendant fails to disclose these additional fees for the uploading and storage of  
14 additional audition materials, including Headshots, SlateShots, and performance  
15 media, in violation of **Cal. Lab. Code § 1703.4(a)(5)**;
- 16 d. Defendant’s “Talent Link” service charges artists \$35 dollars to post their profiles  
17 to fee-charging agents and managers within Defendant’s network, in violation of  
18 **Cal. Lab. Code § 1703.4(a)(8)**

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

26 \_\_\_\_\_  
27 <sup>3</sup> Actors Access, *ACTORS: All About Actors Access Plus*, ACTORSACCESS.COM,  
28 <https://actorsaccess.freshdesk.com/support/solutions/articles/17000122056-actors-all-about-actors-access-plus> (Last visited, April 24, 2024)

1           19. **Defendant’s Challenged Representation Material Omissions – Paid**  
2 **Subscriptions.** Defendant further represents that the Paid Subscription is suitable for “the Actor  
3 who wants the freedom of UNLIMITED self-submissions” (the “**Challenged Representation**”),  
4 while disguising additional costs required to meaningfully apply for such a wide range of roles.<sup>4</sup>  
5 The Challenged Representation, viewed in context, leads reasonable subscribers, like Plaintiffs, to  
6 incorrectly believe that the Paid Subscription would allow for submitted materials to be tailored to  
7 the roles they are seeking or otherwise updated for newer, more enticing reels. In reality, subscribed  
8 artists can only submit their allotted “free” audition materials, rendering the “UNLIMITED”  
9 representation meaningless. As media requests come in, artists must cater to the specific  
10 requirements of the role they are seeking. Because Defendant charges for any and all additional  
11 media uploads, artists are forced to make ad hoc purchases in addition to their subscription fees.  
12 Defendant intentionally obfuscates the limitations of the Paid Subscription by highlighting their  
13 “UNLIMITED” characteristic while failing to disclose additional fees for Headshots, SlateShots,  
14 and Sides (the “**Subscription Material Omission**”). Defendant uses the Challenged Representation  
15 and Material Omission to boost profits and tricks artists into uploading specific audition materials,  
16 exhausting their allotted media, and forcing them to purchase the opportunity to upload catered  
17 content.

18           20. **Defendant’s Material Omissions – Additional Products.** Defendant further  
19 misrepresents the true cost associated with its ad hoc Product offerings, failing to disclose hidden  
20 algorithms which favor submissions that feature a wide range of media (the “**Product Material**  
21 **Omission**”). Casting directors access Defendant’s platform and are presented with suitable  
22 candidates in a preordered list. Actors who submit a wide range of media (i.e., Headshots,  
23 SlateShots, Sides, Reels, etc.) will be placed higher on the list. Auditions are a zero-sum game, only  
24 one actor will ultimately get the part. Being considered first is therefore a huge boon to securing a  
25 role. Defendant highlights the Products’ design and purpose (i.e., “submission”), while materially  
26

27 \_\_\_\_\_  
28 <sup>4</sup> Actors Access, *Register*, ACTORSACCESS.COM, <https://actorsaccess.com/register/benefits.cfm>  
(Last visited, April 24, 2024)

1 omitting the fact that artists’ chances are materially reduced if they only avail themselves of one  
2 Product.

3           21.   **The Deception of Unlawful Marketing & Sale of the Products.** The Challenged  
4 Representation and Subscription Material Omission mislead reasonable artists, including Plaintiffs,  
5 into believing that the Paid Subscription will allow for submitted materials to be tailored to the roles  
6 they are seeking or otherwise updated for newer, more enticing reels. Defendant’s offer of  
7 “UNLIMITED” submissions warrants to subscribers that their subscription fees will enable them to  
8 submit their materials for casting opportunities without additional costs. In reality, hidden fees and  
9 charges quickly accumulate for subscribers and free users alike, contradicting the promise of  
10 “UNLIMITED” submissions.

11           22.   Defendant not only charges for every new minute of media, headshot, or reel uploaded  
12 to its platforms, it does not allow artists to reclaim data storage they have already purchased. This  
13 cycle forces artists, even paid subscribers, into a perpetual payment cycle, where they are constantly  
14 required to purchase additional minutes to keep their materials current and tailored to the roles they  
15 are seeking. As such, subscribers’ platform bandwidth does not operate as reusable “storage” at  
16 all—it operates like “spent fuel,” and unless subscribers fork over more cash for fuel, the auction  
17 opportunities dry up.

18           23.   Defendant further uses the Product Material Omission to induce ad hoc purchases  
19 without informing artists that they are purchasing a drastically reduced chance to be considered for  
20 a role. By hiding the algorithms that control casting directors’ feeds, artists are consistently left  
21 without work and drawn back to Defendant’s platform. Defendant preys on artists’ perseverance, as  
22 they attempt to improve their profiles, they slowly purchase more ad hoc services, and more  
23 submissions. Had artists known how Defendant’s systems were designed, they would not have  
24 purchased submissions that would sit at the bottom of casting directors’ feeds; they would have  
25 made sure to purchase a wider range of media, or they would not have purchased the Products at  
26 all.

27           24.   Through falsely, misleadingly, and deceptively labeling, advertising and marketing  
28 the Products, Defendant has sought to take advantage of artists’ desire, perceived value, and



1 over the Defendant. The Court has personal jurisdiction over Defendant pursuant to California Code  
2 of Civil Procedure section 410.10, because Defendant’s principal place of business is in the State of  
3 California and Defendant operates in the State of California, including, but not limited to,  
4 advertising, marketing, distributing, and selling the Products in the State of California.

5 **III. VENUE**

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

11 **IV. PARTIES**

12 **Plaintiffs**

13 28. **Plaintiff Kate Bond.** The following is alleged based upon Plaintiff Bond’s personal  
14 knowledge:

- 15 a. **Residence.** Plaintiff Bond is a local SAG Board Member and a resident of the  
16 County of Los Angeles, in the State of California.
- 17 b. **Artist.** Plaintiff Bond is an artist because she is a person “who is or seeks to come  
18 an actor, actress, model, extra, radio artist, musical artist, musical organization,  
19 director, musical director, writer, cinematographer, composer, lyricist, arranger,  
20 or other person rendering professional services in motion picture, theatrical, radio,  
21 television, Internet, print media, or other entertainment enterprises or  
22 technologies.” (Cal. Lab. Code § 1701(a)).
- 23 c. **Purchase Details.** Plaintiff Bond purchased Actors Access Plus-Yearly for  
24 \$54.40 on March 3, 2021, May 29, 2022, and May 28, 2023, from Defendant’s  
25 website. Plaintiff Bond purchased additional services on May 8, 2020 for \$44.00,  
26 on July 28, 2020 for \$20.00, on August 21, 2020 for \$44.00, on July 18, 2021 for  
27 \$33.00, On July 24, 2021 for \$10.00, on August 12, 2021 for \$50.00, on October  
28 4, 2021 for \$21.00, On October 5, 2021 for \$20.00, on October 7, 2021 for \$10.00,  
October 11, 2021 for \$20.00, on June 2, 2022 for \$22.00, on January 6, 2023 for  
\$10.00, on January 18, 2023 for \$88.00, On May 5 2023 for \$70.00, on December  
7, 2023 for \$10.00, and on March 26, 2024 for \$88.00 from Defendant’s website.  
Plaintiff entered into a written agreement with Defendant at the time of each  
purchase by which Defendant promised to provide and/or furnish the Product  
services listed *supra*.
- d. **Reliance on Challenged Representations and Material Omissions.** In making

1 her purchase for the Products, Plaintiff read the Challenged Representations on  
2 the Products’ advertising, leading Plaintiff to believe that the Purchased  
3 Subscription would enable her to upload and/or swap media for UNLIMITED  
4 submissions. In making her purchase for additional Products, Plaintiff understood  
5 that her submissions would not be placed at the end of casting directors’ feeds  
6 unless he purchased the full range of Defendant’s Product offerings.

- 7 e. **No Actual Knowledge of Falsity.** At the time of her purchase, Plaintiff did not  
8 know that the Challenged Representation was false in that Plaintiff did not know  
9 that Defendant would charge additional fees for required submitted materials or  
10 that Defendant’s algorithm would punish certain submissions.
- 11 f. **No Notice of Contradictions.** Plaintiff did not notice any disclaimer, qualifier, or  
12 other explanatory statement or information on the Product’s advertising that  
13 contradicted the prominent Challenged Representation or Material Omission or  
14 otherwise suggested that the Products do not comport to the regulatory  
15 requirements outlined in the FTSL.
- 16 g. **Causation/Damages.** Plaintiff Bond would not have purchased the Products or  
17 would not have paid as much for the Products, but for the Challenged  
18 Representation, had Plaintiff been aware of Defendant’s violations of the FTSL,  
19 or had the Material Omission been disclosed—i.e., that the Paid Subscription does  
20 not afford the opportunity to meaningfully avail oneself of “UNLIMITED”  
21 submissions, that Defendant charges fees for services which it should not, and/or  
22 that Defendant’s algorithms punish submissions which do not include the full  
23 range of Defendant’s offerings.
- 24 h. **Desire to Repurchase.** Plaintiff Bond continues to see the Products available for  
25 purchase and would purchase the Products again in the future if he could be sure  
26 the Products were compliant with the FTSL and were compliant with California  
27 and federal consumer protection and labeling laws.

28 29. **Plaintiff Christian Jenkins.** The following is alleged based upon Plaintiff Jenkins’  
personal knowledge:

- 30 a. **Residence.** Plaintiff Jenkins is a local SAG Board Member and resident of the  
31 County of Los Angeles, in the State of California.
- 32 b. **Artist.** Plaintiff Jenkins, whose stage name is Christan Telesmar, is an artist  
33 because he is a person “who is or seeks to come an actor, actress, model, extra,  
34 radio artist, musical artist, musical organization, director, musical director, writer,  
35 cinematographer, composer, lyricist, arranger, or other person rendering  
36 professional services in motion picture, theatrical, radio, television, Internet, print  
37 media, or other entertainment enterprises or technologies.” (Cal. Lab. Code §  
38 1701(a)).
- 39 c. **Purchase Details.** Plaintiff Jenkins purchased Actors Access Plus-Yearly for  
40 \$54.40 on October 9, 2019, November 9, 2020, November 19, 2021, November  
41 22, 2022, and November 20, 2023, from Defendant’s website. Plaintiff Jenkins

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purchased additional services on October 5, 2019 for \$40, on October 9, 2019 for \$44, on November 8, 2021 for \$10, on April 26, 2022 for \$22, and on July 18, 2022 for \$22 from Defendant’s website. Plaintiff entered into a written agreement with Defendant at the time of each purchase by which Defendant promised to provide and/or furnish the Product services listed *supra*.

- d. **Reliance on Challenged Representations and Material Omissions.** In making his purchase for the Products, Plaintiff read the Challenged Representations on the Products’ advertising, leading Plaintiff to believe that the Purchased Subscription would enable him to upload and/or swap media for UNLIMITED submissions. In making his purchase for additional Products, Plaintiff understood that his submissions would not be placed at the end of casting directors’ feeds unless he purchased the full range of Defendant’s Product offerings.
- 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 charge additional fees for required submitted materials or that Defendant’s algorithm would punish certain submissions.
- f. **No Notice of Contradictions.** Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information on the Product’s advertising that contradicted the prominent Challenged Representation or Material Omission or otherwise suggested that the Products do not comport to the regulatory requirements outlined in the FTSL.
- g. **Causation/Damages.** Plaintiff Jenkins would not have purchased the Products or would not have paid as much for the Products, 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 opportunity to meaningfully avail oneself of “UNLIMITED” submissions, that Defendant charges fees for services which it should not, and/or that Defendant’s algorithms punish submissions which do not include the full range of Defendant’s offerings.
- h. **Desire to Repurchase.** Plaintiff Jenkins continues to see the Products available for purchase and would purchase the Products again in the future if he could be sure the Products were compliant with the FTSL and were compliant with California and federal consumer protection and labeling laws.

30. **Plaintiff Robert Fisher.** The following is alleged based upon Plaintiff Fisher’s personal knowledge:

- a. **Residence.** Plaintiff Fisher is a resident of the County of Los Angeles, in the State of California.
- b. **Artist.** Plaintiff Fisher 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 Fisher purchased Talent Link – Los Angeles for \$35.00, from Defendant’s website on February 17, 2024. Plaintiff Fisher

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purchased four Additional Headshots and one SlateShot for a total of \$40.00 from Defendant’s website on December 23, 2023. Plaintiff Fisher purchased Talent Link – Los Angeles for \$35.00, from Defendant’s website on July 21, 2023. Plaintiff Fisher purchased Additional Reels for \$44.00 from Defendant’s website on November 3, 2021. Plaintiff Fisher purchased the Actors Access Plus—Yearly for \$68.00 from Defendant’s website on March 25, 2021. 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 and Material Omissions.** In making his purchase for the Paid Subscription, Plaintiff read the Challenged Representations on the Purchased Subscription’s advertising, leading Plaintiff to believe that the Purchased Subscription would enable him to upload and/or swap media for UNLIMITED submissions. In making his purchase for additional Products, Plaintiff understood that his submissions would not be placed at the end of casting directors’ feeds unless he purchased the full range of Defendant’s Product offerings.
- 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 charge additional fees for required submitted materials or that Defendant’s algorithm would punish certain submissions.
- f. **No Notice of Contradictions.** Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information on the Product’s advertising that contradicted the prominent Challenged Representation or Material Omission or otherwise suggested that the Products do not comport to the regulatory requirements outlined in the FTSL.
- g. **Causation/Damages.** Plaintiff Fisher would not have purchased the Products or would not have paid as much for the Products, 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 opportunity to meaningfully avail oneself of “UNLIMITED” submissions, that Defendant charges fees for services which it should not, and/or that Defendant’s algorithms punish submissions which do not include the full range of Defendant’s offerings.
- h. **Desire to Repurchase.** Plaintiff Fisher continues to see the Products available for purchase and would purchase the Products again in the future if he could be sure the Products were compliant with the FTSL and were compliant with California and federal consumer protection and labeling laws.

31. **Plaintiff Amber Coyle.** The following is alleged based upon Plaintiff Coyle’s personal knowledge:

- a. **Residence.** Plaintiff Coyle is a resident of the County of Los Angeles, in the State of California.
- b. **Artist.** Plaintiff Coyle 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,



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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 Coyle purchased 38 seconds of video for \$22.00 on February 4, 2024 from Defendant’s website. Plaintiff Coyle purchased eight Additional Headshots for \$80.00 on March 25, 2023, two Additional Headshots for \$20.00 on December 12, 2022, twenty-five Additional Headshots for \$250.00 on November 15, 2022 from Defendant’s website. Plaintiff Coyle purchased Actors Access Plus-Yearly for \$68.00 on September 20, 2023 and September 21, 2022. Plaintiff entered into a written agreement with Defendant at the time of each purchase by which Defendant promised to provide and/or furnish the Product services listed *supra*.
- d. **Reliance on Challenged Representations and Material Omissions.** In making her purchase for the Products, Plaintiff read the Challenged Representations on the Products’ advertising, leading Plaintiff to believe that the Purchased Subscription would enable her to upload and/or swap media for UNLIMITED submissions. In making her purchase for additional Products, Plaintiff understood that her submissions would not be placed at the end of casting directors’ feeds unless she purchased the full range of Defendant’s Product offerings.
- 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 charge additional fees for required submitted materials or that Defendant’s algorithm would punish certain submissions.
- f. **No Notice of Contradictions.** Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information on the Product’s advertising that contradicted the prominent Challenged Representation or Material Omission or otherwise suggested that the Products do not comport to the regulatory requirements outlined in the FTSL.
- g. **Causation/Damages.** Plaintiff Coyle would not have purchased the Products or would not have paid as much for the Products, 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 opportunity to meaningfully avail oneself of “UNLIMITED” submissions, that Defendant charges fees for services which it should not, and/or that Defendant’s algorithms punish submissions which do not include the full range of Defendant’s offerings.
- h. **Desire to Repurchase.** Plaintiff Coyle continues to see the Products available for purchase and would consider purchasing the Products again in the future if she could be sure the Products were compliant with the FTSL and were compliant with California and federal consumer protection and labeling laws.

32. **Plaintiff Donald Smith.** The following is alleged based upon Plaintiff Smith’s personal knowledge:

- a. **Residence.** Plaintiff Smith is a resident of the County of Los Angeles, in the State of California.

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- b. **Artist.** Plaintiff Smith 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 Smith purchased Actors Access Plus-Yearly for \$54.40 on January 1, 2024 from Defendant’s iOS application. Plaintiff Smith purchased additional services on January 1, 2024 for \$11.00 and on April 21, 2023 for \$5.00 from Defendant’s iOS application. Plaintiff entered into a written agreement with Defendant at the time of each purchase by which Defendant promised to provide and/or furnish the Product services listed *supra*.
- d. **Reliance on Challenged Representations and Material Omissions.** In making his purchase for the Products, Plaintiff read the Challenged Representations on the Products’ advertising, leading Plaintiff to believe that the Purchased Subscription would enable him to upload and/or swap media for UNLIMITED submissions. In making his purchase for additional Products, Plaintiff understood that his submissions would not be placed at the end of casting directors’ feeds unless he purchased the full range of Defendant’s Product offerings.
- 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 charge additional fees for required submitted materials or that Defendant’s algorithm would punish certain submissions.
- f. **No Notice of Contradictions.** Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information on the Product’s advertising that contradicted the prominent Challenged Representation or Material Omission or otherwise suggested that the Products do not comport to the regulatory requirements outlined in the FTSL.
- g. **Causation/Damages.** Plaintiff Smith would not have purchased the Products or would not have paid as much for the Products, 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 opportunity to meaningfully avail oneself of “UNLIMITED” submissions, that Defendant charges fees for services which it should not, and/or that Defendant’s algorithms punish submissions which do not include the full range of Defendant’s offerings.
- h. **Desire to Repurchase.** Plaintiff Smith continues to see the Products available for purchase and would purchase the Products again in the future if he could be sure the Products were compliant with the FTSL and were compliant with California and federal consumer protection and labeling laws.

33. **Plaintiffs’ Future Harm.** Defendant continues to market and sell the Products 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

1 exchange for cash and which are not. Since Plaintiffs would like to purchase the Products again—  
2 despite the fact that the Products were once marred by unlawful offerings, false advertising, and  
3 warranties—Plaintiffs would likely and reasonably, but incorrectly, assume the Products afford  
4 lawful services and are not governed by hidden fees and algorithms. Accordingly, Plaintiffs are at  
5 risk of reasonably, but incorrectly, assuming that Defendant has fixed the Products such that  
6 Plaintiffs may buy them again. In this regard, Plaintiffs are currently and, in the future, deprived of  
7 the ability to purchase the Products.

8 **Defendant**

9 34. **Defendant Breakdown Service Ltd. (“Defendant”)** is a corporation that has a  
10 principal place of business in the County of Los Angeles, California. Defendant was doing business  
11 in the State of California at all relevant times. Directly and through its agents, Defendant has  
12 substantial contacts with and receives substantial benefits and income from and through the State  
13 of California. Defendant is the owner, manufacturer, and/or distributor of the Products. Defendant  
14 and its agents promoted, marketed, and sold the Products at issue throughout the United States,  
15 including in particular the State of California and this County. The unfair, unlawful, deceptive, and  
16 misleading Challenged Representation and Material Omissions on the Products were prepared,  
17 authorized, ratified, and/or approved by Defendant and its agents to deceive and mislead consumers  
18 in the State of California into purchasing the Products. Additionally, Defendant knew of the falsity  
19 of the Challenged Representation and of the Material Omission, but it failed to disclose it at the time  
20 Plaintiffs, and all Class Members, purchased the Paid Subscriptions, notwithstanding its duty to do  
21 so. Further, Defendant had the right and authority, at all relevant times, to discontinue use of the  
22 Challenged Representations and to disclose the Material Omissions, including the time leading up  
23 to and through the incident giving rise to the claims asserted herein (including, Plaintiffs’ purchases  
24 described *supra*, in addition to all Class Members’ purchase).

25 35. **Talent Service.** Defendant is a talent service, and more specifically, it is a “talent  
26 listing service” as it is a “person who, for a fee from, or on behalf of an artist, provides or offers to  
27 provide, or advertises, or represents itself as providing, an artist, directly or by referral to another  
28 person, with any of the following: (1) a list of one or more auditions or employment opportunities.

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

11 36. Defendant owns and operates the talent listing service “Actors Access.”

12 **V. FACTUAL ALLEGATIONS**

13 **A. Exploitation in Hollywood**

14 37. Hollywood has always been inundated with profiteers who make a living exploiting  
15 vulnerable actors. In the early 20<sup>th</sup> Century, the studio system was conceived, and actors were often  
16 tied to restrictive contracts following opaque casting processes and negotiations.

17 38. As the industry evolved, so did methods of exploitation. The digital age introduced  
18 new platforms that promised to democratize access to opportunities in Hollywood. But rather than  
19 level the playing field and inject transparency, these platforms have replicated traditional patterns  
20 of exploitation under the guise of technology and innovation. Subscription-based services, portfolio  
21 showcases, and casting directories have become the modern tools of profiteering; these tools, and  
22 the entities that control them, prey on the aspirations of artists seeking to navigate the industry’s  
23 barriers to entry.

24 39. By requiring artists to pay to submit their audition materials to casting directories,  
25 lowering the visibility of submissions unless artists purchase the full suite of Defendant’s Products,  
26 and necessitating additional paid media uploads due to the tailored requirements for roles,  
27 Defendant implements schemes that extract excessive fees from actors seeking casting opportunities  
28 and expressly contravene the protective measures established by the FTSL. Additionally, guiding

1 artists towards agents and managers who collect further fees underlines a systematic approach to  
2 sidestepping the FTSL’s safeguards against financial exploitation of talent, placing undue financial  
3 burdens of artists and fundamentally undermining the legislature’s aim to foster a fair and equitable  
4 industry.

5 40. Defendant’s Actors Access platform represents the latest parasitic scheme that  
6 extracts considerable money from artists seeking casting opportunities. It does so by delivering a  
7 flawed product and perpetuating systemic exploitation. The platform lures actors into continually  
8 purchasing more services to enhance their profiles, without making clear how much they need to  
9 spend to present their best work. Cloaked in promises of modernization and efficiency, artists find  
10 themselves in a continuous cycle of upgrading and paying for additional features, all while lacking  
11 a clear understanding of the true costs involved in getting their submissions even to reach casting  
12 directors. This lack of transparency results in an ongoing burden of unlawful costs.

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

14 41. The California Legislature has stood against entertainment exploitation, and acted as  
15 the vanguard protecting artists’ rights, for decades. The Talent Agency Act was officially codified  
16 in 1978 and required all agents representing industry talent to be registered and licensed through the  
17 Labor Commissioner. (*See*, Cal. Lab. Code §§ 1700-1700.5). Despite these robust protections, the  
18 legislature found that exploitation was still rampant in the industry.

19 42. The California Senate Committee on Labor and Industrial Relations found that the  
20 number of complaints to the Los Angeles City Attorney about modeling and acting scams had  
21 doubled each year from 2006-2009.<sup>5</sup> In a joint report with the Better Business Bureau, the Los  
22 Angeles City Attorney’s Office reported over 1,000 complaints and 143,000 inquiries regarding  
23 acting and modeling scam in Southern California from 2006-2008.<sup>6</sup>

24 43. Realizing that the Talent Agency Act left too large an opportunity for solicitation of  
25 advanced fees, especially in an internet-dominated market, the legislature adopted the Advance-Fee  
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27 <sup>5</sup> Senate Committee on Labor and Industrial Relations, *Committee Analysis of AB 1319*, at 5 (July  
28 8, 2009)

<sup>6</sup> *Id.*

1 Talent Services Law, effective in 2010, which was aimed at regulating businesses that collected fees  
2 for services, indicating that such services would lead to employment.<sup>7</sup> AB 1319, codified as Chapter  
3 286, Statutes 2009, focused on the regulation of advanced fees, setting strict guidelines on how and  
4 when these fees could be charged, aiming to protect performers from being exploited by entities,  
5 like Defendant, that promise work or visibility in exchange for upfront payments. (2009 Cal. Stat.  
6 Ch. 286 § 1 (“The purpose of this act is to safeguard the public against fraud, deceit, imposition,  
7 and financial hardship, and to foster and encourage competition, fair dealing, and prosperity in the  
8 field of talent services”).

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

10 44. **Cal. Lab. Code § 1703.4(a)(3).** This section prohibits talent services from charging  
11 a fee for auditions or employment opportunities. Defendant charges \$2 dollars per submission for  
12 all non-subscribed consumers and continually displays casting opportunities through its “Role  
13 Match Alerts,” directly soliciting artists to purchase a submission or subscription.<sup>8</sup> Every artist who  
14 creates a free account will be faced with thousands of casting opportunities, but no way to access  
15 those opportunities, unless they purchase each individual submission or a membership. Defendant’s  
16 marketing strategy exacerbates this issue by prominently showcasing these additional, inaccessible  
17 opportunities to all account holders, creating a coercive environment where artists feel pressured to  
18 pay for what the statute intends to protect as a free and fair opportunity. This practice not only  
19 sidesteps the spirit of the law but directly engages in the kind of financial gatekeeping section  
20 1703.4(a)(3) aims to eliminate, by making audition opportunities contingent upon payment.

21 45. **Cal. Lab. Code § 1703.4(a)(4).** This section prohibits charging fees for “using the  
22 talent service” or “for obtaining an additional benefit or preferential treatment from the talent  
23 service” for “providing photographs... audition tapes... or other reproductions of the artist.”  
24 Artists who purchase Paid Subscriptions, or any additional media Products, and thereby pay a fee,  
25 are obtaining a significant benefit from the talent service in increased depth of portfolios and

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

28 <sup>8</sup> Actors Access, *Register*, ACTORSACCESS.COM, <https://actorsaccess.com/register/benefits.cfm>  
(Last visited, April 24, 2024)

1 preferential treatment by Defendant’s algorithm. Artists must pay a fee to unlock the substantial  
2 benefit of a wide-ranged portfolio, providing *more* audition tapes and photographs than were  
3 previously allotted. This conditioning of essential promotional materials on the payment of a fee is  
4 precisely what the FTSL seeks to prohibit. Defendant’s conduct, therefore, not only violates the  
5 explicit language of the statute but also undermines legislative intent to foster a talent services  
6 industry that encourages competition and fair dealing.

7       46.     **Cal. Lab. Code § 1703.4(a)(5).** This section prohibits charging any fee “not  
8 disclosed” pursuant to section (a)(4). Defendant’s prominent advertising and labeling of the Paid  
9 Subscriptions and Products do not contain the true cost of utilizing Defendant’s Actors Access  
10 Platform. Each Product’s free allotment is disclosed, but artists are drawn in without the  
11 knowledge that Defendant charges \$10 for a mere photograph, and a shocking \$22 per minute of  
12 video upload.

13       47.     **Cal. Lab. Code § 1703.4(a)(8).** This section prohibits a talent service from  
14 accepting any fee, compensation, or consideration, for referring an artist to “any person charging  
15 the artist a fee.” The California legislature intended to introduce strong barriers between different  
16 talent services, separating distinct talent service offerings, and preventing entities from engaging  
17 in multiple service categories. (Cal. Lab. Code § 1703(a)(5)).<sup>9</sup> Defendant offers its “Talent Link”  
18 as a separate charge, which allows “the largest network of professional... Agents and Managers in  
19 North America” to access artists’ profiles and “contact [them] directly via [Defendant’s in-  
20 platform messenger] CMail.”<sup>10</sup> Agents and managers charge fees, and by constricting the visibility  
21 of artists’ profiles to only Defendant’s network of representatives which use their “Breakdown  
22 Express” accounts, Defendant steers artists towards financial obligations that the FTSL expressly  
23 prohibits. Defendant has created an online environment that obscures the boundaries set by the  
24 FTSL. Defendant becomes both a “Talent Listing Service” and “Talent Consulting Service,” by  
25 listing artists’ profiles to *both* casting directors and representatives.

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

<sup>10</sup> Breakdown Services, *Talent Link by Breakdown Services*, BREAKDOWNSERVICES.COM, N.D..  
<https://breakdownservices.com/index.cfm/main/talentlink> (Last visited, April 24, 2024)

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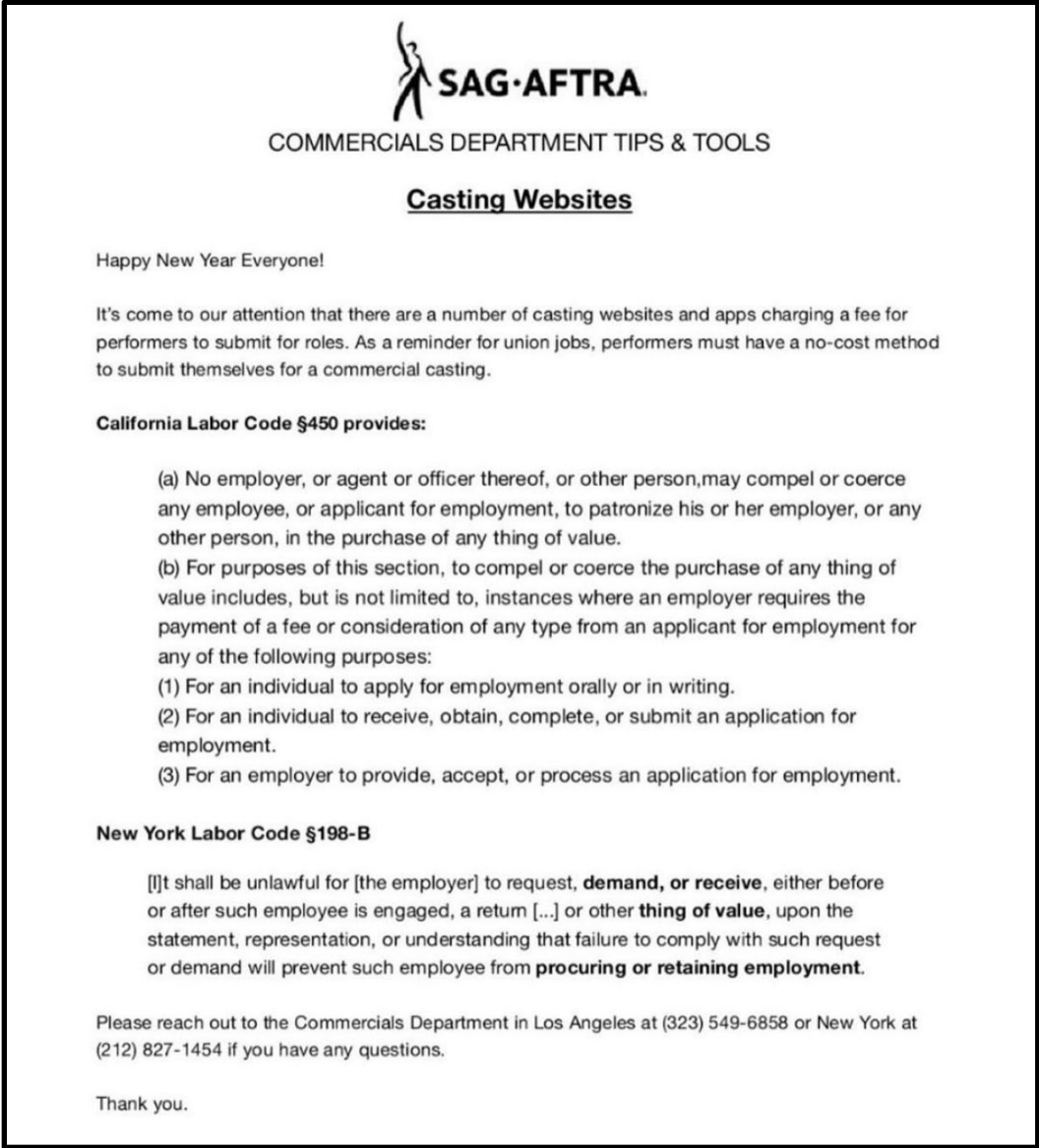
48. **Cal. Lab. Code § 450.** Defendant further violates California Labor Code section 450. Section 450(a) provides, in relevant part, “No... person, may compel or coerce any... applicant for employment... to patronize his or her employer, or any other person, in the purchase of any thing of value.”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

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



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50. **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:”<sup>11</sup>



<sup>11</sup> 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 24, 2024)

1           51. 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.<sup>12</sup>

5           52. After receiving formal notice from the largest performers’ union that Defendant’s  
6 conduct is unlawful, Defendant failed to amend its policies, and continued to exacerbate financial  
7 pressures on aspiring artists. This continued practice in the face of widespread criticism undermines  
8 any suggestion or claim that Defendant supports artists; rather, Defendant deliberately chooses to  
9 prioritize profit over the welfare and equitable treatment of its customers.

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

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

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

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27 <sup>12</sup> 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 24, 2024)

1 trajectories of countless artists by restricting their visibility and access to opportunities. Defendant  
2 further intensifies the harm it has caused by relegating submissions which do not feature  
3 Defendant's full suite of media products to the bottom of casting directors' feeds.

4       **55. Harm from Violation of Cal. Lab. Code § 1703.4(a)(5):** The undisclosed fees for  
5 additional services and products have caused significant financial harm to the Class. When artists  
6 sign up for Defendant's platform, they are not adequately informed about the costs associated with  
7 using the service to its full extent. This lack of transparency leads artists to believe that they have  
8 more access to resources and opportunities than they actually do. Once they commit to the platform,  
9 they face unexpected charges for simple actions like uploading photographs or video content, which  
10 are essential for a successful audition. These hidden fees create a sense of uncertainty and  
11 frustration, leading to additional financial stress for artists who often have limited budgets. As artists  
12 feel compelled to purchase more services to improve their chances of getting auditions, the financial  
13 burden becomes substantial, far exceeding the expectations set by the initial subscription or free  
14 membership. This deceptive pricing model contributes to a system where success is increasingly  
15 tied to financial capability rather than talent, undermining the principles of fairness and equal  
16 opportunity that the industry should uphold. Consequently, artists may feel exploited, discouraged,  
17 or unfairly disadvantaged, leading to both economic loss and emotional distress as they attempt to  
18 navigate this opaque and financially burdensome system.

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

1        **E. Defendant Advertises the Paid Subscriptions with “UNLIMITED Submissions” to**  
2        **Distract and Mislead Consumers, Obfuscating the Truth That Artists Must**  
3        **Purchase Additional Media Upload Services.**

4                57. Defendant prominently and conspicuously peddles Actors Access Plus “for the Actor  
5 who wants the freedom of UNLIMITED self-submissions.”<sup>13</sup>



6                58. The claim that actors will benefit from “UNLIMITED submissions” directly misleads  
7 artists, as in practice, submissions necessarily include a variety of media to present an artist’s skill  
8 and suitability for a role. All additional media, beyond Defendant’s paltry free two headshots,  
9 requires additional purchases. This discrepancy between advertised “freedom” and de facto  
10 requirement that each submission will cost actors additional fees misleads artists about the Paid  
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<sup>13</sup> 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 24, 2024)

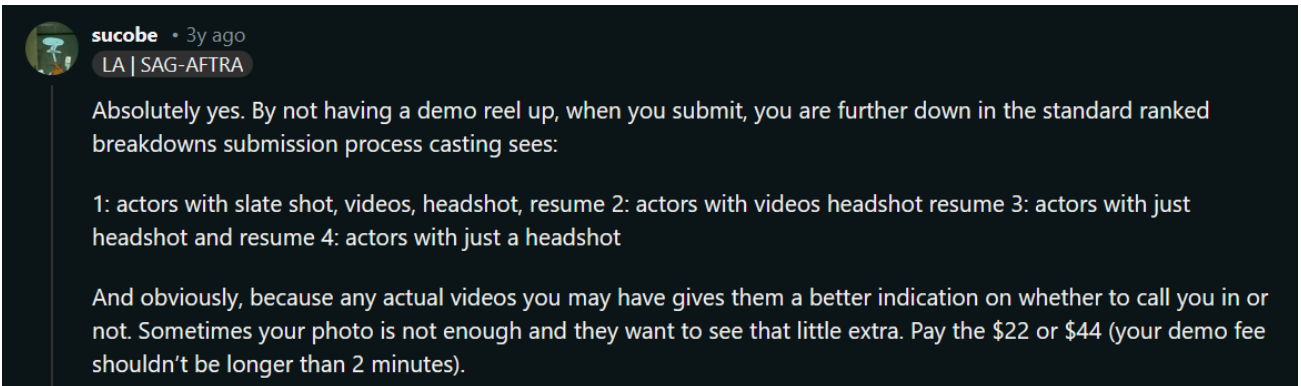
1 Subscription’s utility and strategically pressures them into financial decisions to circumvent  
2 limitations.

3 **F. Defendant Fails to Disclose Hidden Algorithms That Punish Submissions Which**  
4 **Do Not Feature Defendant’s Full Suite of Product Offerings**

5 59. Defendant has designed an opaque system where artists are unaware of how their  
6 submissions are viewed by casting directors. This lack of transparency has a direct impact on the  
7 visibility of audition materials. The submissions are presented to casting directors as a list, which  
8 is automatically sorted based on the variety and quantity of media uploaded. The more diverse the  
9 media - such as headshots, reels, SlateShots, and other video content - the higher the submission  
10 appears on the list.

11 60. This hidden algorithmic sorting method is not disclosed to artists leading them to  
12 unknowingly make ad hoc purchases in an attempt to improve their visibility. For example, an artist  
13 might buy a headshot upload or a video reel separately, believing it will increase their chances of  
14 being noticed, but without understanding that their position on the list depends on having the full  
15 suite of Defendant's product offerings. As a result, artists who thought they were saving money by  
16 making selective purchases find themselves stuck at the bottom of the list, ultimately driving them  
17 back to the platform to buy more and more services.

18 61. Some veteran users of Defendant’s services have spoken up, responding to a new  
19 actor’s question on whether it is “worth it to upload a demo reel at \$22/min,” one Reddit user  
20 responded:<sup>14</sup>



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27 <sup>14</sup> Reddit User, “Actors Access Demo Reel,” REDDIT.COM, available at:  
28 [https://www.reddit.com/r/acting/comments/n1npzu/actors\\_access\\_demo\\_reel/](https://www.reddit.com/r/acting/comments/n1npzu/actors_access_demo_reel/) (Last visited, April 24, 2024)

1           62. Most users will not turn to online forums and may not be met with helpful industry  
2 insiders who can help new actors navigate Defendant’s Platform. Most users will be left wondering  
3 what they are doing wrong, spending more on the next submission, and yet again more on the next,  
4 until they have purchased the full suite of Defendant’s Product offerings.

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

9           63. **The Challenged Representation and Material Omission.** On the Products’ labeling  
10 and advertising, Defendant conspicuously displays the Challenged Representation - specifically,  
11 Defendant falsely and misleadingly labels and advertises the Paid Subscriptions as “UNLIMITED”  
12 and fails to include the warning or qualification of the Material Omission, that submissions not  
13 featuring Defendant’s full Product suite will be relegated to the bottom of casting directors’ lists.

14           64. **Reasonable Artist’s Perception.** The Challenged Representation and Material  
15 Omission lead reasonable consumers, like Plaintiffs, into believing that the Paid Subscription will  
16 enable dynamic response to requests for audition materials—meaning, consumers are led to believe  
17 that the Paid Subscriptions will let them meaningfully audition for roles without additional costs.  
18 The Products’ Material Omission misleads reasonable consumers, like Plaintiffs, into believing each  
19 purchase will afford a legitimate chance to apply for roles.

20           65. **Materiality.** The Challenged Representation and Material Omissions are material to  
21 reasonable consumers, including Plaintiffs, in deciding to buy the Products—meaning that it is  
22 important to consumers that the platform will meaningfully facilitate unlimited submissions for  
23 subscribers and fair submissions for non-subscribers.

24           66. **Reliance.** The Class, including Plaintiffs, reasonably relied on the Challenged  
25 Representation and Material Omission in deciding to purchase the Products.

26           67. **Falsity.** The Challenged Representation and Material Omission are deceptive because  
27 the Paid Subscription is insufficient to facilitate unlimited purchases and all other Products are  
28 marred by hidden algorithms which render them worthless.

          68. **Consumers Lack Knowledge of Falsity.** The Class members who purchased the

1 Products, including Plaintiffs, do not know and had no reason to know, at the time of purchase, that  
2 the Products’ Challenged Representation and Material Omissions are false, misleading, deceptive,  
3 and unlawful. That is because the Paid Subscriptions’ labeling and advertising lead artists to believe  
4 they can avail themselves of “UNLIMITED submissions,” and that those submissions for all  
5 purchasers will afford a fair chance at being considered and/or do not contain a clear, unambiguous,  
6 and conspicuously displayed statement, reasonably proximate to the Material Omission, that  
7 reasonable artists are likely to notice, read, and understand to mean that, contrary to the prominent,  
8 clear, and unambiguous Challenged Representation, consistent with the Products’ design and nature,  
9 Reinforcing Labeling Claims, and Material Omission, that the Challenged Representation and  
10 Material Omission are indeed misleading.

11       69.     **Defendant’s Knowledge.** Defendant knew, or should have known, that the  
12 Challenged Representation and Material Omission are misleading, deceptive, and unlawful, at the  
13 time that Defendant designed, marketed, advertised, and sold the Products using the Challenged  
14 Representation and Material Omissions to Plaintiffs and the Class.

- 15       a.     **Knowledge of Reasonable Consumers’ Perception.** Defendant knew or should  
16       have known that the Challenged Representation and Material Omissions would  
17       lead reasonable consumers into believing that the Products would afford them  
18       meaningful casting opportunities. Not only has Defendant utilized a long-standing  
19       brand strategy to identify artists’ most essential product features and offer them,  
20       but Defendant also has an obligation under section 5 of the Federal Trade  
21       Commission Act, codified at 15 U.S.C. §§ 45, to evaluate its marketing claims  
22       from the perspective of the reasonable consumer. That means Defendant was  
23       statutorily obligated to consider whether the Challenged Representation and  
24       Material Omissions, be it in isolation or conjunction with its marketing strategy,  
25       would mislead reasonable artists into believing that the Products afford fair and  
26       equitable casting opportunities. Thus, Defendant either knew that the Challenged  
27       Representation and Material Omissions were misleading before it marketed the  
28       Products to the Class, including Plaintiffs, or Defendant would have known that  
      that it was deceptive had it complied with its statutory obligations.
- b.     **Knowledge of Falsity.** Defendant manufactured and marketed the Products with  
      the Challenged Representation and Material Omissions, but Defendant opted to  
      design services that do not conform with the representation. Specifically,  
      Defendant advertised, and marketed the Paid Subscriptions with the Challenged  
      Representation and Material Omission but chooses to employ hidden algorithms  
      which dramatically alter their function.
- c.     **Knowledge of Materiality.** Defendant knew or should have known of the  
      Challenged Representation and Material Omission’s materiality to consumers.  
      *First*, manufacturers and marketers, like Defendant, generally reserve the primary  
      display of any product offering for the most compelling characteristics, which is

1 especially true in cases, such as this one, where the Paid Subscriptions are  
2 accompanied by sparse bullet points outlining services offered and a single  
3 prominent label claim that the Paid Subscription is intended for “Actor[s] who  
4 want the freedom of UNLIMITED submissions.” Here, the conspicuousness of  
5 the Challenged Representation and Material Omission on the Paid Subscription’s  
6 advertising demonstrates Defendant’s awareness of its importance to consumers  
7 and Defendant’s understanding that consumers prefer and are motivated to invest  
8 in a service that conforms to the Challenged Representation and Material  
9 Omission. *Second*, the platform’s primary, if not only, purpose was to facilitate a  
10 connection between artists and a casting director seeking to fill a specific role.  
11 Thus, Defendant knew, in designing the platform and offered services, that the  
12 Challenged Representation and Material Omissions were material to artists who  
13 are seeking gainful employment and assume they will have a legitimate chance.

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- d. **Defendant’s Continued Deception, Despite Its Knowledge.** Defendant, as the designer of the Actors Access platform and marketer of the Paid Subscriptions and additional Products, had exclusive control over the Challenged Representation’s inclusion and Material Omission’s lack thereof on the Products’ 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 on the Products. However, despite Defendant’s knowledge of the Challenged Representation and Material Omissions’ falsity, and Defendant’s knowledge that artists reasonably rely on the representation and omission in deciding to buy the Products, Defendant deliberately chose to market the Products with the Challenged Representation and Material Omissions thereby misleading artists into buying or overpaying for the Products. Thus, Defendant knew, or should have known, at all relevant times, that the Challenged Representation and Material Omission mislead reasonable artists, such as Plaintiffs, into buying the Products to attain the services-attributes that Defendant falsely advertised and warranted.

70. **Duty to Disclose Material Omission.** Defendant had, at all relevant times, an obligation to disclose the Material Omission—that hidden algorithms will benefit submissions featuring the full suite of Defendant’s Product offerings. Defendant not only knew or should have known that reasonable artists would perceive the Challenged Representation and Material Omissions to mean that the Products did not require extensive additional costs, but knew that this attribute was material to artists, causing them to rely on the Material Omissions in deciding to buy the Products. Defendant also knew or should have that the Material Omission was misleading, since the Products are governed by hidden algorithms which dramatically alter their functionality.

71. **Detriment.** Plaintiffs and similarly situated consumers would not have purchased the Products or would not have overpaid a price premium for them, if they had known that the Challenged Representation and Material Omission were false and misleading and, therefore, that the Products do not have the attributes claimed, promised, warranted, advertised, and/or



1 represented. Accordingly, based on Defendant’s Challenged Representation and Material  
2 Omission, reasonable consumers, including Plaintiffs, purchased the Products to their detriment.

3 72. **In the Alternative to Claims Under the FTSL —No Adequate Remedy at Law.**

4 Plaintiffs and members of the Class are entitled to equitable relief as no adequate remedy at law  
5 exists.

- 6 a. **Broader Statutes of Limitations.** The statutes of limitations for the causes of  
7 action pled herein vary. The limitations period is four years for claims brought  
8 under the UCL, which is one year longer than the statutes of limitations under the  
9 FTSL, FAL and CLRA. Thus, Class members who purchased the Products more  
10 than 3 years prior to the filing of the complaint will be barred from recovery if  
11 equitable relief were not permitted under the UCL.
- 12 b. **Broader Scope of Conduct.** In addition, the scope of actionable misconduct  
13 under the unfair prong of the UCL is broader than the other causes of action  
14 asserted herein. It includes, for example, Defendant’s overall unfair marketing  
15 scheme to promote and brand the Paid Subscriptions with the Challenged  
16 Representations and omissions, across a multitude of media platforms, including  
17 the Paid Subscriptions’ labels and webpage advertising, over a long period of time,  
18 in order to gain an unfair advantage over competitor products and to take  
19 advantage of consumers’ desire for services that comport with the Challenged  
20 Representation and Material Omission. The UCL also creates a cause of action for  
21 violations of law (such as statutory or regulatory requirements and court orders  
22 related to similar representations and omissions made on the type of products at  
23 issue). Thus, Plaintiffs and Class members may be entitled to restitution under  
24 the UCL, while not entitled to damages under other causes of action asserted  
25 herein (e.g., the FAL requires actual or constructive knowledge of the falsity; the  
26 CLRA is limited to certain types of plaintiffs (an individual who seeks or acquires,  
27 by purchase or lease, any goods or services for personal, family, or household  
28 purposes) and other statutorily enumerated conduct). Thus, Plaintiffs and Class  
members may be entitled to recover under unjust enrichment/restitution, while not  
entitled to damages under breach of warranty, because they purchased the  
products from third-party retailers or did not provide adequate notice of a breach  
prior to the commencement of this action.
- c. **Injunctive Relief to Cease Misconduct and Dispel Misperception.** Injunctive  
relief is appropriate on behalf of Plaintiffs and members of the Class because  
Defendant continues to misrepresent the Paid Subscriptions with the Challenged  
Representation and Products with the Material Omissions. Injunctive relief is  
necessary to prevent Defendant from continuing to engage in the unfair,  
fraudulent, and/or unlawful conduct described herein and to prevent future  
harm—none of which can be achieved through available legal remedies under the  
CLRA or FAL (such as monetary damages to compensate past harm). Further,  
injunctive relief, in the form of affirmative disclosures is necessary to dispel the  
public misperception about the Products that has resulted from years of  
Defendant’s unfair, fraudulent, and unlawful marketing efforts. Such disclosures  
would include, but 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

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

**VI. CLASS ACTION ALLEGATIONS**

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

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

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

75. **Reservation of Rights to Amend the Class Definition.** Pursuant to California Civil Code section 382, Plaintiffs reserve the right to amend or otherwise alter the class definition presented to the Court at the appropriate time in response to facts learned through discovery, legal

1 arguments advanced by Defendant, or otherwise.

2 76. **Numerosity.** Members of the Class are so numerous that joinder of all members is  
3 impracticable. Upon information and belief, the Class consists of tens of thousands of purchasers  
4 dispersed throughout the State of California. Accordingly, it would be impracticable to join all  
5 members of the Class before the Court.

6 77. **Common Questions Predominate.** There are numerous and substantial questions of  
7 law or fact common to all members of the Class that predominate over any individual issues.  
8 Included within the common questions of law or fact are:

- 9 a. Whether Defendant charged or attempted to charge artists for auditions or  
10 employment opportunities in violation of Labor Code section 1703.4(a)(3);
- 11 b. Whether Defendant required artists, as a condition for using or for obtaining an  
12 additional benefit, to pay a fee for creating or providing photographs or other  
13 promotional materials in violation of Labor Code section 1703.4(a)(4);
- 14 c. Whether Defendant failed to disclose hidden fees, in violation of Labor Code  
15 section 1703.4(a)(5);
- 16 d. Whether Defendant accepted compensation or other consideration for referring an  
17 artist to verified agents and managers in violation of Labor Code section  
18 1703.4(a)(8);
- 19 e. Whether Defendant engaged in unlawful, unfair, or deceptive business practices  
20 by advertising and selling the Products;
- 21 f. Whether Defendant's conduct of advertising and selling the Products with the  
22 Challenged Representation and Material Omissions constitutes an unfair method  
23 of competition, or unfair or deceptive act or practice, in violation of Civil Code  
24 section 1750, *et seq.*;
- 25 g. Whether Defendant used deceptive representations or omission in connection with  
26 the sale of the Products in violation of Civil Code section 1750, *et seq.*;
- 27 h. Whether Defendant represented that the Products have characteristics or quantities  
28 that they do not have in violation of Civil Code section 1750, *et seq.*;
- i. Whether Defendant advertised the Products 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 Products 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.*;

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- 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.

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

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

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

81. **Ascertainability.** Class Members can easily be identified by an examination and analysis of the business records regularly maintained by Defendant, among other records within Defendant’s possession, custody, or control. Additionally, further Class Member data can be

1 obtained through additional third-party retailers who retain customer records and order histories.

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

- 6 a. The claims presented in this case predominate over any questions of law or fact,  
7 if any exist at all, affecting any individual member of the Class;
- 8 b. Absent a Class, the members of the Class will continue to suffer damage and  
9 Defendant’s unlawful conduct will continue without remedy while Defendant  
10 profits from and enjoy its ill-gotten gains;
- 11 c. Given the size of individual Class Members’ claims, few, if any, Class Members  
12 could afford to or would seek legal redress individually for the wrongs Defendant  
13 committed against them, and absent Class Members have no substantial interest  
14 in individually controlling the prosecution of individual actions;
- 15 d. When the liability of Defendant has been adjudicated, claims of all members of  
16 the Class can be administered efficiently and/or determined uniformly by the  
17 Court; and
- 18 e. This action presents no difficulty that would impede its management by the Court  
19 as a class action, which is the best available means by which Plaintiffs and Class  
20 Members can seek redress for the harm caused to them by Defendant.

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

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

85. **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.

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**VII. CAUSES OF ACTION**

**COUNT ONE**

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

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

87. **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.

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

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

90. **Artist.** Plaintiffs and all putative Class members are “artists” because they are people who “[seek] to become 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)).

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91. **Violations of the FTSL.** Defendant violated the following sections of the FTSL:
- a. Section 1703.4(a)(3) by making audition opportunities contingent upon payment of fees;
  - b. Section 1703.4(a)(4) by requiring a fee to receive a substantial benefit, use of service, or preferential treatment in the capacity to upload additional audition materials;
  - c. Section 1703.4(a)(5) by failing to disclose the substantial fees associated with each submission;
  - d. Section 1703.4(a)(8) by steering artists towards financial obligations and fee-charging “verified” agents and managers;

92. **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 Products. Artists have additionally had their access to casting opportunities unlawfully diminished, in that they are forced to (1) purchase more uploads and/or subscriptions; (2) be steered towards fee-charging agents and managers; (3) purchase portfolio enhancements to dynamically respond to media requests; and (4) pay for the opportunity to audition.

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

94. **Punitive Damages.** Plaintiffs seek punitive damages pursuant to this cause of action for violations of the FTSL on behalf of Plaintiffs and the Class. Defendant’s unfair, fraudulent, and unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive damages as permitted by law. Defendant’s misconduct is malicious

1 as Defendant acted with the intent to cause Plaintiffs and consumers to pay for subscriptions that  
2 did not conform to FTSL requirements. Defendant willfully and knowingly disregarded the rights  
3 of Plaintiffs and consumers as Defendant was aware of the probable dangerous consequences  
4 of its conduct and deliberately failed to avoid misleading consumers, including Plaintiffs.  
5 Defendant’s misconduct is oppressive as, at all relevant times, said conduct was so vile, base, and/or  
6 contemptible that reasonable people would look down upon it and/or otherwise would despise such  
7 misconduct. Said misconduct subjected Plaintiffs and consumers to cruel and unjust hardship in  
8 knowing disregard of their rights. Defendant’s misconduct is fraudulent as Defendant, at all relevant  
9 times, intentionally designed the Paid Subscriptions to offer services which are prohibited in  
10 exchange for payment, with the intent to contract Plaintiffs and consumers for said unlawfully  
11 charged services. The wrongful conduct constituting malice, oppression, and/or fraud was  
12 committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or managing  
13 agents of Defendant.

14 **COUNT TWO**

15 **Violation of California Unfair Competition Law**  
16 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**  
17 **(*On Behalf of the Class*)**

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

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

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

27 98. **False Advertising Claims.** Defendant, in its advertising and marketing of the  
28 Products, made misleading statements and fraudulent omissions regarding the quality and  
characteristics of the Products specifically, the Challenged Representation, “UNLIMITED,” and the



1 Material Omission, that Defendant utilizes hidden algorithms to punish submission which do not  
2 include the full suite of Defendant’s Product offerings. Such claims and omission appear on all  
3 advertising and marketing of the Products, which are sold via Defendant’s website,  
4 actorsaccess.com.

5 99. **Defendant’s Deliberately Fraudulent Marketing Scheme.** Defendant does not  
6 have any reasonable basis for the claims about the Products made in Defendant’s advertising and  
7 throughout Defendant’s website. Defendant knew and knows that its platform does not offer  
8 legitimate chances to submissions which do not feature the full suit Defendant’s Product offerings,  
9 though Defendant intentionally advertised and marketed the Products to deceive reasonable  
10 consumers they do.

11 100. **Misleading Advertising Claims Cause Purchase of Products.** Defendant’s labeling  
12 and advertising of the Products led to, and continues to lead to, reasonable consumers, including  
13 Plaintiffs, believing that Defendant’s platform will afford an equitable chance to audition and be  
14 considered by casting directors, when it will not.

15 101. **Injury in Fact.** Plaintiffs and the California Class have suffered injury in fact and  
16 have lost money or property as a result of and in reliance upon the Challenged Representation and  
17 Material Omission —namely, Plaintiffs and the California Class lost the purchase price for the  
18 Products they bought from the Defendant.

19 102. **Conduct Violates the UCL.** Defendant’s conduct, as alleged herein, constitutes  
20 unfair, unlawful, and fraudulent business practices pursuant to the UCL. The UCL prohibits unfair  
21 competition and provides, in pertinent part, that “unfair competition shall mean and include  
22 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading  
23 advertising.” Cal. Bus & Prof. Code § 17200. In addition, Defendant’s use of various forms of  
24 advertising media to advertise, call attention to, or give publicity to the sale of goods or merchandise  
25 that are not as represented in any manner constitutes unfair competition, unfair, deceptive, untrue  
26 or misleading advertising, and an unlawful business practice within the meaning of Business and  
27 Professions Code sections 17200 and 17531, which advertisements have deceived and are likely to  
28 deceive the consuming public, in violation of Business and Professions Code section 17200.

1           103. **No Reasonably Available Alternatives/Legitimate Business Interests.** Defendant  
2 failed to avail itself of reasonably available, lawful alternatives to further its legitimate business  
3 interests. It could have altered its presentation algorithm to casting directors.

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

8           105. **Injunction.** Pursuant to Business and Professions Code sections 17203 and 17535,  
9 Plaintiffs and the members of the California Class seek an order of this Court enjoining Defendant  
10 from continuing to engage, use, or employ its practice of marketing and advertising the sale and use  
11 of the Products. Likewise, Plaintiffs and the members of the California Class seek an order requiring  
12 Defendant to disclose such omission, and to preclude Defendant’s failure to disclose the existence  
13 and significance of said omission.

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

23           107. **Punitive Damages.** Plaintiffs seek punitive damages pursuant to this cause of action  
24 for violation of the UCL on behalf of Plaintiffs and the California Class. Defendant’s unfair,  
25 fraudulent, and unlawful conduct described herein constitutes malicious, oppressive, and/or  
26 fraudulent conduct warranting an award of punitive damages as permitted by law. Defendant’s  
27 misconduct is malicious as Defendant acted with the intent to cause Plaintiffs and consumers to pay  
28 for subscriptions that they were not, in fact, receiving. Defendant willfully and knowingly

1 disregarded the rights of Plaintiffs and consumers as Defendant was, at all times, aware of the  
2 probable dangerous consequences of its conduct and deliberately failed to avoid misleading  
3 consumers, including Plaintiffs. Defendant’s misconduct is oppressive as, at all relevant times, said  
4 conduct was so vile, base, and/or contemptible that reasonable people would look down upon it  
5 and/or otherwise would despise such corporate misconduct. Said misconduct subjected Plaintiffs  
6 and consumers to cruel and unjust hardship in knowing disregard of their rights. Defendant’s  
7 misconduct is fraudulent as Defendant intentionally misrepresented and/or concealed material facts  
8 with the intent to deceive Plaintiffs and consumers. The wrongful conduct constituting malice,  
9 oppression, and/or fraud was committed, authorized, adopted, approved, and/or ratified by officers,  
10 directors, and/or managing agents of Defendant.

11 **A. “Unfair” Prong**

12 108. **Unfair Standard.** Under the UCL, a challenged activity is “unfair” when “any injury  
13 it causes outweighs any benefits provided to consumers and the injury is one that the consumers  
14 themselves could not reasonably avoid.” *Camacho v. Auto Club of Southern California*, 142 Cal.  
15 App. 4th 1394, 1403 (2006).

16 109. **Injury.** Defendant’s action of mislabeling the Products with the Challenged  
17 Representation and Material Omission does not confer any benefit to consumers; rather, doing so  
18 causes injuries to consumers, who do not receive services commensurate with their reasonable  
19 expectations, overpay for the Products, receive services of lesser standards than what they  
20 reasonably expected to receive, and are gatekept from a transparent and equitable talent market.  
21 Artists cannot avoid any of the injuries caused by Defendant’s deceptive marketing and advertising.  
22 Accordingly, the injuries caused by Defendant’s deceptive marketing and advertising outweigh any  
23 benefits.

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

28 111. **No Utility.** Here, Defendant’s conduct of advertising the Products with the

1 Challenged Representation and Material Omission when the Products are marred by hidden  
2 algorithms has no utility and financially harms purchasers. Thus, the utility of Defendant’s conduct  
3 is vastly outweighed by the gravity of harm.

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

7 113. **Unfair Conduct.** Defendant’s marketing and advertising of the Products, as alleged  
8 herein, is deceptive, misleading, and unreasonable, and constitutes unfair conduct. Defendant knew  
9 or should have known of its unfair conduct. Defendant’s Challenged Representation, coupled with  
10 the Material Omissions, constitutes an unfair business practice within the meaning of California  
11 Business and Professions Code section 17200.

12 114. **Additional Violations.** Defendant’s conduct in making the false representation and  
13 deceptive omission described herein constitutes a knowing failure to adopt policies in accordance  
14 with and/or adherence to applicable laws, as set forth herein, all of which are binding upon and  
15 burdensome to its competitors, such as Defendant’s violations of California Labor Code section  
16 1703, *et seq.*, as more fully expounded herein. This conduct engenders an unfair competitive  
17 advantage for Defendant, thereby constituting an unfair, fraudulent and/or unlawful business  
18 practice under California Business & Professions Code sections 17200-17208.

19 115. **Reasonably Available Alternatives.** There existed reasonably available alternatives  
20 to further Defendant’s legitimate business interests, other than the conduct described herein.  
21 Defendant could have refrained from marketing the Products with the Challenged Representation  
22 and Material Omission, could have altered its presentation algorithm to casting directors, and/or  
23 could have acted in accordance with Defendant’s obligations under California Labor Code section  
24 1703, *et seq.*

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

28 117. **Injunction.** Pursuant to Business and Professions Code section 17203, Plaintiffs and

1 the California Class seek an order of this Court enjoining Defendant from continuing to engage, use,  
2 or employ its practices of marketing the Products with the Challenged Representation and Material  
3 Omissions.

4 118. **Causation/Damages.** Plaintiffs and the California Class have suffered injury in fact,  
5 have lost money and/or faced significant financial barriers to entry into the talent industry as a result  
6 of Defendant’s unfair conduct. Plaintiffs and the California Class paid an unwarranted premium for  
7 these Products. Plaintiffs and the California Class would not have purchased the Products or would  
8 have paid substantially less for the Products, if they had known that the Products’ advertising and  
9 marketing were deceptive. Accordingly, Plaintiffs seek damages, restitution and/or disgorgement of  
10 ill-gotten gains pursuant to the UCL.

11 **B. “Fraudulent” Prong**

12 119. **Fraud Standard.** The UCL considers conduct fraudulent (and prohibits said conduct)  
13 if it is likely to deceive members of the public. *Bank of the West v. Superior Court*, 2 Cal. 4th 1254,  
14 1267 (1992).

15 120. **Fraudulent & Material Challenged Representation and Omission.** Defendant  
16 used the Challenged Representation and Material Omission with the intent to sell the Products to  
17 consumers, including Plaintiffs and the California Class. The Challenged Representation and  
18 Material Omissions are deceptive, and Defendant knew, or should have known, of its deception.  
19 The Challenged Representation and Material Omissions are likely to mislead artists into purchasing  
20 the Products because they are material to the average, ordinary, and reasonable artist.

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

24 122. **Reasonable and Detrimental Reliance.** Plaintiffs and the California Class  
25 reasonably and detrimentally relied on the Challenged Representation and Material Omissions to  
26 their detriment in that they purchased the Products.

27 123. **Reasonably Available Alternatives.** There existed reasonably available alternatives  
28 to further Defendant’s legitimate business interests, other than the conduct described herein.

1 Defendant could have refrained from marketing the Products with the Challenged Representation  
2 and Material Omission, could have altered its presentation algorithm to casting directors, and/or  
3 could have acted in accordance with Defendant’s obligations under California Labor Code section  
4 1703, *et seq.*

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

8 125. **Injunction.** Pursuant to Business and Professions Code section 17203, Plaintiffs and  
9 the California Class seek an order of this Court enjoining Defendant from continuing to engage, use,  
10 or employ its practice of marketing the Products with the Challenged Representation and Material  
11 Omission.

12 126. **Causation/Damages.** Plaintiffs and the California Class have suffered injury in fact,  
13 have lost money and/or faced significant financial barriers to entry into the talent industry as a result  
14 of Defendant’s fraudulent conduct. Plaintiffs and the California Class paid an unwarranted premium  
15 for these Products. Plaintiffs and the California Class would not have purchased the Products or  
16 would have paid substantially less for the Products, if they had known that the Products’ advertising  
17 and marketing were deceptive. Accordingly, Plaintiffs seek damages, restitution and/or  
18 disgorgement of ill-gotten gains pursuant to the UCL.

19 **C. “Unlawful” Prong**

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

23 128. **Violations of Enumerated Statutes.** Defendant’s marketing of the Products, as  
24 alleged herein, violates California Civil Code section 1750, *et seq.* (the “**CLRA**”), California  
25 Business and Professions Code sections 17500, *et seq.* (the “**FAL**”), and California Labor Code  
26 section 1703, *et seq.* (the “**FTSL**”), as set forth below in the sections regarding those causes of  
27 action.

28 129. **Fraud.** Additionally, Defendant’s use of the Challenged Representation and Material

1 Omission to sell the Products violates California Civil Code sections 1572 (actual fraud), 1573  
2 (constructive fraud), 1709-1710 (fraudulent deceit), and 1711 (deceit upon the public), as set forth  
3 above. Additionally, Defendant’s omission of material facts, as set forth herein, violate California  
4 Civil Code sections 1572, 1573, 1709, 1710, 1711, and 1770, as well as the common law.

5       130. **Violations of the FTSL.** Defendant’s conduct in making the false representation and  
6 deceptive omission described herein constitutes a knowing failure to adopt policies in accordance  
7 with and/or adherence to applicable laws, as set forth herein, all of which are binding upon and  
8 burdensome to its competitors, such as Defendant’s violations of California Labor Code section  
9 1703, *et seq.* This conduct engenders an unfair competitive advantage for Defendant, thereby  
10 constituting an unfair, fraudulent and/or unlawful business practice under California Business &  
11 Professions Code sections 17200-17208.

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

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

24       133. **Unlawful Conduct.** Defendant’s marketing and advertising of the Products, as  
25 alleged herein, are deceptive, misleading, and unreasonable, and constitute unlawful conduct.  
26 Defendant knew or should have known of its unlawful conduct.

27       134. **Reasonably Available Alternatives.** There existed reasonably available alternatives  
28 to further Defendant’s legitimate business interests, other than the conduct described herein.

1 Defendant could have refrained from marketing the Products with the Challenged Representation  
2 and Material Omission, could have altered its presentation algorithm to casting directors, and/or  
3 could have acted in accordance with Defendant’s obligations under California Labor Code section  
4 1703, *et seq.*

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

8 136. **Injunction.** Pursuant to Business and Professions Code sections 17203, Plaintiffs and  
9 the California Class seek an order of this Court enjoining Defendant from continuing to engage, use,  
10 or employ its practice of marketing the Products with the Challenged Representation and Material  
11 Omissions.

12 137. **Causation/Damages.** Plaintiffs and the California Class have suffered injury in fact,  
13 have lost money and/or faced significant financial barriers to entry into the talent industry as a result  
14 of Defendant’s unfair conduct. Plaintiffs and the California Class paid an unwarranted premium for  
15 these Products. Plaintiffs and the California Class would not have purchased the Products or would  
16 have paid substantially less for the Products, if they had known that the Products’ advertising and  
17 marketing were deceptive. Accordingly, Plaintiffs seek damages, restitution and/or disgorgement of  
18 ill-gotten gains pursuant to the UCL.

19 **COUNT THREE**

20 **Violation of California False Advertising Law**  
21 **(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**  
22 **(On Behalf of the Class)**

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

25 139. **California Class.** Plaintiffs bring this claim each individually and on behalf of the  
26 Class who purchased the Products within the applicable statute of limitations.

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

141. **Challenged Representation and Material Omission Disseminated to Public.**



1 Defendant violated section 17500 when it advertised and marketed the Products through the unfair,  
2 deceptive, and misleading representation and omission disseminated to the public through the  
3 Products' marketing, labeling, and advertising. The Challenged Representation and Material  
4 Omissions were deceptive because the Products do not conform to them. The Challenged  
5 Representation and Material Omission were material because they are likely to mislead a reasonable  
6 artist into purchasing the Products.

7 142. **Knowledge.** In making and disseminating the Challenged Representation and  
8 Material Omission alleged herein, Defendant knew or should have known that the Challenged  
9 Representation and Material Omission were untrue or misleading, and acted in violation of section  
10 17500.

11 143. **Intent to sell.** Defendant's Challenged Representation and Material Omission were  
12 specifically designed to induce reasonable consumers, like Plaintiffs and the California Class, to  
13 purchase the Products.

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

23 145. **Punitive Damages.** Defendant's unfair, fraudulent, and unlawful conduct described  
24 herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive  
25 damages as permitted by law. Defendant's misconduct is malicious as Defendant acted with the  
26 intent to cause Plaintiffs and consumers to pay for services that they were not, in fact,  
27 receiving. Defendant willfully and knowingly disregarded the rights of Plaintiffs and consumers as  
28 Defendant was aware of the probable dangerous consequences of its conduct and deliberately failed

1 to avoid misleading consumers, including Plaintiffs. Defendant’s misconduct is oppressive as, at  
2 all relevant times, said conduct was so vile, base, and/or contemptible that reasonable people would  
3 look down upon it and/or otherwise would despise such corporate misconduct. Said misconduct  
4 subjected Plaintiffs and consumers to cruel and unjust hardship in knowing disregard of their rights.  
5 Defendant’s misconduct is fraudulent as Defendant, at all relevant times, intentionally  
6 misrepresented and/or concealed material facts with the intent to deceive Plaintiffs and  
7 consumers. The wrongful conduct constituting malice, oppression, and/or fraud was committed,  
8 authorized, adopted, approved, and/or ratified by officers, directors, and/or managing agents of  
9 Defendant.

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

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

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

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

21 149. **Goods/Services.** The Products are “goods,” as defined by the CLRA in California  
22 Civil Code section 1761(a).

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

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

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

1           153. **Violations of the CLRA.** Defendant violated the following sections of the CLRA by  
2 selling the Products to Plaintiffs and the California Class through the misleading, deceptive, and  
3 fraudulent Challenged Representation and Material Omissions:

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

10           154. **Knowledge.** Defendant’s uniform and material Challenged Representation and  
11 Material Omissions regarding the Products was likely to deceive, and Defendant knew or should  
12 have known that its omission was misleading.

13           155. **Malicious.** Defendant’s conduct is malicious, fraudulent, and wanton in that  
14 Defendant intentionally misled and withheld material information from consumers, including  
15 Plaintiffs, to increase the sale of the Products.

16           156. **Plaintiffs Could Not Have Avoided Injury.** Plaintiffs and members of the Class  
17 could not have reasonably avoided such injury. Plaintiffs and members of the Class were misled  
18 and unaware of the existence of facts that Defendant suppressed and failed to disclose, and Plaintiffs  
19 and members of the California Class would not have purchased the Products and/or would have  
20 purchased them on different terms had they known the truth.

21           157. **Causation/Reliance/Materiality.** Plaintiffs and the Class suffered harm as a result of  
22 Defendant’s violations of the CLRA because they relied on the Challenged Representation and  
23 Material Omissions in deciding to purchase the Products. The Challenged Representation and  
24 Material Omissions were together a substantial factor. The Material Omission was material because  
25 a reasonable consumer would consider it important in deciding whether to purchase the Products.

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



1 benefit and Defendant appreciated the benefit because, were consumers not to purchase the  
2 Products, Defendant would not generate revenue from the sales of the Products.

3           **165. Defendant’s Unjust Receipt Through Deception.** Defendant’s knowing acceptance  
4 and retention of the benefit is inequitable and unjust because the benefit was obtained by  
5 Defendant’s fraudulent, misleading, and deceptive omission.

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

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

4 168. WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated,  
5 pray for judgment against Defendant as follows:

- 6 a. **Certification:** For an order certifying this action as a class action, appointing  
7 Plaintiffs as the Class Representatives, and appointing Plaintiffs' Counsel as  
8 Class Counsel;
- 9 b. **Declaratory Relief:** For an order declaring that Defendant's conduct violates the  
10 statutes and laws referenced herein consistent with applicable law and pursuant  
11 to only those causes of action so permitted;
- 12 c. **Injunction:** For an order requiring Defendant to change its business practices to  
13 prevent or mitigate the risk of the consumer deception and violations of law  
14 outlined herein. This includes, for example, orders that Defendant immediately  
15 cease and desist from selling the unlawful subscriptions in violation of law; that  
16 enjoin Defendant from continuing to market, advertise, distribute, and sell the  
17 Paid Subscriptions in the unlawful manner described herein; that require  
18 Defendant to engage in an affirmative advertising campaign to dispel the public  
19 misperception of the Paid Subscriptions resulting from Defendant's unlawful  
20 conduct; and/or that require Defendant to take all further and just corrective  
21 action, consistent with applicable law and pursuant to only those causes of action  
22 so permitted;
- 23 d. **Damages/Restitution/Disgorgement:** For an order awarding monetary  
24 compensation in the form of damages, restitution, and/or disgorgement to  
25 Plaintiffs and the Class, consistent with applicable law and pursuant to only those  
26 causes of action so permitted;
- 27 e. **Punitive Damages/Penalties:** For an order awarding punitive damages, statutory  
28 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.

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Dated: April 24, 2024

Respectfully submitted,

**CLARKSON LAW FIRM, P.C.**

By:



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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 24, 2024

Respectfully submitted,

**CLARKSON LAW FIRM, P.C.**

By:



RYAN J. CLARKSON  
CHRISTINA M. LE  
ADAM L. ROSEN  
*Attorneys for Plaintiff*