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Electronically FILED by
Superior Court of California,
County of Los Angeles
12/07/2023 5:29 PM
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8 *Attorneys for Plaintiffs and the Proposed Class*
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 EDWIN KHOSROVIAN, RICHARD BOOTH,
and PALMER FRAZIER, individually and on
13 behalf of all others similarly situated,

Case No. **23STCV30007**

14 Plaintiffs,

CLASS ACTION COMPLAINT

15 v.

JURY TRIAL DEMANDED

16 HOME DEPOT, INC., a Delaware corporation;
17 and DOES 1 through 100,

18 Defendants.
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CLASS ACTION COMPLAINT

1 Plaintiffs Edwin Khosrovian, Richard Booth, and Palmer Frazier (“Plaintiffs”), on behalf of
2 themselves and all other persons similarly situated, file this Complaint against Defendants Home Depot,
3 Inc. (“Home Depot”) and Does 1 through 100 (“Doe Defendants”) (Home Depot and Doe Defendants
4 are collectively referred to herein as the “Defendants”). Plaintiffs’ allegations are based upon
5 information and belief and upon investigation of Plaintiffs’ counsel, except for allegations specifically
6 pertaining to Plaintiffs, which are based on Plaintiffs’ personal knowledge.

7 **INTRODUCTION**

8 1. This is a class action brought for the protection and benefit of Plaintiffs, and all other
9 similarly situated consumers who are residents of California and have visited, used, or completed
10 transactions through Defendants’ website and mobile application, including but not limited to
11 homedepot.com (collectively referred to herein as the “Platforms”).

12 2. Modern society is marked by the pervasive presence and power of the internet and social
13 media, and corporations are no stranger to this reality. In fact, businesses lean into the availability of the
14 internet and social media as a resource to publicize the company’s offerings of goods or services to the
15 fullest extent. However, the benefits afforded to companies by the internet and social media platforms
16 are coupled with associated pitfalls, namely the potential harm to corporate interests when a consumer
17 publicizes a negative review or statement. Such a negative consumer statement can proliferate through
18 the internet and various social media platforms, thus affecting the company’s brand name, potential
19 customer pool, and business opportunities.

20 3. Defendants have a significant incentive to minimize the negative publicity they receive,
21 including that which comes in the form of negative online reviews and comments. For this reason, some
22 companies have resorted to contractually prohibiting customers and potential customers from posting
23 negative online reviews and comments about the goods or services they offer, to the detriment of the
24 consuming public and the State of California.

25 4. California Civil Code Section 1670.8 was enacted to combat and prevent the negative
26 side-effects of this business practice by protecting the right of consumers to voice their opinions,
27 observations, and experiences about the products or services delivered by a company. As stated by
28 former Speaker of the California State Assembly (and the author of Assembly Bill 2365 codified as

1 California Civil Code Section 1670.8), John A. Perez: “[C]onsumers should not unknowingly or
2 unwillingly give up this right to speak freely about their online retail experience. Such non-
3 disparagement clauses go beyond an embargo on business-oriented ‘trade secrets,’ but instead represent
4 an unreasonable limitation on individual freedom.”¹ Thus, the California Legislature correctly
5 determined that the freedom of speech and expression is especially important in the consumer context
6 to keep the public informed and hold corporations accountable for the quality of the goods or services
7 offered.

8 5. Section 1670.8(a) specifically provides that: “(1) A contract or proposed contract for the
9 sale or lease of consumer goods or services may not include a provision waiving a consumer’s right to
10 make any statement regarding the seller or lessor or its employees or agents, or concerning the goods or
11 services” and “(2) It shall be unlawful to threaten or seek to enforce a provision made unlawful under
12 this section, or to otherwise penalize a consumer for making any statement protected under this section.”
13 A contract provision that is inconsistent with Section 1670.8(a) is considered “contrary to public policy,
14 and is void and unenforceable.”

15 6. As a precondition to using and benefitting from Defendants’ Platforms, visitors and users
16 of the Platforms are informed that they must agree to Defendants’ Terms of Use (“Terms”). Home
17 Depot’s Terms are far reaching, in that they require all those who “use”, or even “view”, the website to
18 agree to the Terms.²

19 7. Despite conducting substantial business with California consumers, the Terms imposed
20 on Home Depot’s actual and prospective customers directly contradict and violate Section 1670.8.
21 Specifically, pursuant to the Terms, Home Depot prohibits actual or potential customers from
22 mentioning Home Depot “without prior, written permission from [Home Depot].”³

23 8. The Terms imposed by Home Depot on actual and prospective customers are aimed at
24

25 ¹ Contracts: unlawful contracts, AB 2365 Assembly Bill, Senate Judiciary Committee (June 24, 2014),
26 available at http://www.leginfo.ca.gov/pub/13-14/bill/asm/ab_2351-2400/ab_2365_cfa_20140623_162145_sen_comm.html.

27 ² *Terms of Use*, HOME DEPOT (2016), available at https://www.homedepot.com/c/Terms_of_Use (last
28 accessed on Dec. 7, 2023).

³ *Id.*

1 stifling Californian’s right to free speech and, relatedly, the right of the California public to receive such
2 lawful discourse and remain informed. Defendant’s business practice is unlawful and is intended to
3 unilaterally protect Defendant’s self-promoting public image and maximize commercial profits at the
4 expense of the public’s right to make informed decisions as consumers.

5 9. Defendants’ conduct is precisely the business practice that the California Legislature
6 intended to prohibit. By forcing consumers to waive their right to make negative statements regarding
7 Home Depot, and penalizing consumers for voicing such statements, Defendants impermissibly chill
8 the free speech of their actual and prospective customers in violation of Section 1670.8. Thus,
9 Defendants are subject to the significant penalties prescribed by Section 1670.8.

10 10. By way of this action, Plaintiffs, on behalf of themselves and all others similarly situated
11 in the State of California, seek damages, restitution, injunctive relief, public injunctive relief, and all
12 other relief available under California law for Defendants’ unlawful and unfair actions in violation of
13 California Civil Code Section 1670 and, as a consequence, of California Business and Professions Code
14 Section 17200. To prevent the imposition of further injury on actual and prospective user of Home
15 Depot, Plaintiffs also seek an order enjoining Defendants from engaging in these ongoing unlawful and
16 unfair practices.

17 **JURISDICTION AND VENUE**

18 11. The monetary damages and restitution sought by Plaintiffs exceed the minimal
19 jurisdiction limits of the Superior Court and will be established according to proof at trial.

20 12. This Court has jurisdiction over this action pursuant to and consistent with the California
21 Constitution, Article VI, section 10, which grants the Superior Court “original jurisdiction in all causes
22 except those given by statute to other courts.” The statutes under which this action is brought do not
23 specify any other basis for jurisdiction.

24 13. This Court has jurisdiction over all Defendants because each defendant is either a citizen
25 of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of
26 the California market so as to render the exercise of jurisdiction over it by the California courts
27 consistent with traditional notions of fair play and substantial justice.

28 14. Venue is proper in this Court because, upon information and belief, Defendants transact

1 substantial business in the County of Los Angeles, evidenced in part by Plaintiffs’ use of the Platforms
2 in this County; Defendants have committed and continue to commit unlawful acts in the County by and
3 through the Platforms and associated business transactions within the County; and a substantial part of
4 the events giving rise to the claims alleged herein occurred in this County, where one of the Plaintiffs
5 resides.

6 **PARTIES**

7 ***Plaintiff Edwin Khosrovian***

8 15. At all relevant times, Plaintiff Edwin Khosrovian was and has been a citizen of the State
9 of California and resident of Los Angeles County.

10 16. Plaintiff is an individual who accessed, used, and completed transactions on the
11 Platforms within the applicable statute of limitations period in the State of California.

12 ***Plaintiff Richard Booth***

13 17. At all relevant times, Plaintiff Richard Booth was and has been a citizen of the State of
14 California and resident of San Bernardino County.

15 18. Plaintiff is an individual who accessed, used, and completed transactions on the
16 Platforms within the applicable statute of limitations period in the State of California.

17 ***Plaintiff Palmer Frazier***

18 19. At all relevant times, Plaintiff Palmer Frazier was and has been a citizen of the State of
19 California and resident of Fresno County.

20 20. Plaintiff is an individual who accessed, used, and completed transactions on the
21 Platforms within the applicable statute of limitations period in the State of California.

22 ***Defendants***

23 21. Defendant The Home Depot, Inc. is a Delaware corporation with its principal place of
24 business and headquarters in Atlanta, Georgia. Home Depot describes itself as “the world’s largest home
25 improvement retailer.” Home Depot operates approximately 2,000 retail locations in the United States;
26 of which approximately 230 are located in California.

27 22. The true names and/or capacities, whether individual, corporate, partnership, associate,
28 governmental, or otherwise, of the Doe Defendants, inclusive, and each of them, are unknown to

1 Plaintiffs at this time, who therefore sues said Doe Defendants by fictitious names. Plaintiffs are
2 informed and believe, and thereon allege, that each Defendant designated as a Doe is liable to Plaintiffs
3 for the acts and omissions alleged herein below, which proximately caused injuries and damages to
4 Plaintiffs as hereafter alleged. When the true names and capacities of the Doe Defendants are
5 ascertained, Plaintiffs will amend the Complaint accordingly.

6 **FACTS COMMON TO ALL CLASS MEMBERS**

7 **California Civil Code Section 1670.8**

8 23. Under Article I, Section 2 of the California Constitution, “every person may freely speak,
9 write, and publish his or her sentiments on all subjects, being responsible for the abuse of this right.”

10 24. Between 2013 and 2014, the California Legislature became increasingly aware of
11 corporations adding non-disparagement clauses in form contracts, barring consumers from making
12 truthful public postings on the internet and various social media platforms about sellers of consumer
13 goods and services.

14 25. Accordingly, the California Legislature proposed Assembly Bill 2365, which “provides
15 that a contract or proposed contract for the sale or lease of consumer goods or services is unlawful if it
16 includes a provision requiring the consumer to waive his or her right to make any statement regarding
17 the consumer’s experience with the seller or lessor of consumer goods or services.” “[A]ny person who
18 violates this bill shall, as proposed to be amended, be subject to a civil penalty of up to \$2,500 for the
19 first violation and \$5,000 for each subsequent violation, to be assessed and collected in a civil action
20 brought by the consumer, by the Attorney General, or by the district attorney of the county or city in
21 which the violation occurred.” Any civil penalty assessed “shall be payable, as appropriate to the
22 consumer or the general fund of whichever governmental entity brought the action to assess the civil
23 penalty.”

24 26. The presenter of the bill, former Speaker of the California State Assembly, John A. Pérez,
25 commented during the Assembly Committee Hearing on April 22, 2014, that “I have been disturbed to
26 learn that non-disparagement clauses are finding their way into various on-line contracts, such [as] those
27 for vacation home rentals on websites such as VRBO.com.” He went on to state, “[h]onest feedback is
28 crucial to assure consumer confidence in the online retail environment. Therefore consumers should not

1 unknowingly or unwillingly give up this right to speak freely about their on-line retail experience. Such
2 non-disparagement clauses go beyond an embargo on business-oriented ‘trade secrets,’ but instead
3 represent and unreasonable limitation on individual freedom. AB 2365 helps to ensure that this free flow
4 of communication occurs.”

5 27. Shortly thereafter, on September 8, 2014, the Governor of the State of California signed
6 into law Assembly Bill 2365, which is codified as California Civil Code Section 1670.8.

7 **Home Depot’s Unlawful Non-Disparagement Provision**

8 28. At all relevant times, Home Depot was and currently is in the business of advertising,
9 promoting, marketing, selling, and distributing consumer services and products through the Platforms,
10 which are targeted to, and accessible by, the citizens of California.

11 29. Home Depot is not naïve to the reality that public image is vital to acquiring and
12 maintaining profit-generating customers. An actual or prospective customer who views and relies upon
13 negative content about Home Depot, or any of its related persons or entities, may decide to forego
14 business with Defendant or, even worse, opt to contract with competitors of Home Depot.

15 30. Thus, to protect and maintain its public image, Home Depot engaged in an intentional
16 business practice to contractually silence actual and potential customers by binding users to the Terms
17 immediately upon accessing any of its Platforms.

18 31. In so doing, Home Depot’s Terms broadly and ambiguously prohibit users of all the
19 Platforms from mentioning Home Depot “without prior, written permission from [Home Depot].”

20 32. Moreover, Home Depot’s Terms threaten users with legal action for use of the Home
21 Depot name asserting that it “aggressively enforces its intellectual property rights to the fullest extent
22 of the law.” Given Home Depot’s predominance in the home improvement retail space, such a threat is
23 especially prohibitive and chilling on consumers’ right to free speech.

24 33. The intended result of Home Depot’s non-disparagement provision is to prevent any
25 customer who has purchased, will purchase, or even considers purchasing goods or services from Home
26 Depot through its Platforms from making any negative statement relating to Home Depot.

27 34. Home Depot’s inclusion of the aforementioned non-disparagement provision in its Terms
28 constitutes unlawful and unfair conduct that is contrary to public policy and violates California Civil

1 Code Section 1670.8 and California Business and Professions Code Section 17200.

2 35. Plaintiffs, and millions more similarly situated persons in the State of California, visited
3 the Platforms—either as consumers or potential consumers—and have, thus, been subjected to the
4 unlawful Agreement.

5 **CLASS ALLEGATIONS**

6 36. Pursuant to California Code of Civil Procedure Section 382, Plaintiffs bring this action
7 on behalf of themselves and all members of the following Class of similarly situated persons:

8 **Nationwide Class**

9 All persons in the United States who visited, used, or completed transactions on the
10 Platforms within the applicable statute of limitations period.

11 37. Alternatively, or in addition to the Nationwide Class, Plaintiffs seek to represent the
12 following state class:

13 **California Class**

14 All persons residing in California who visited, used, or completed transactions on the
15 Platforms within the applicable statute of limitations period.

16 38. The Nationwide Class and California Subclass are collectively referred to as the “Class.”
17 Excluded from the Class are the Defendants and their affiliates, parents, subsidiaries, officers, agents,
18 and directors, all persons who make a timely election to be excluded from the Class, the judge(s)
19 presiding over this matter and any immediate family members thereof, the clerks of said judge(s), as
20 well as the attorneys who enter their appearance in this action.

21 39. Plaintiffs reserve the right to amend the proposed class as appropriate.

22 40. Certification of Plaintiffs’ claims for class-wide treatment is appropriate because
23 Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would
24 be used to prove those elements in individual actions alleging the same claims.

25 41. **Numerosity:** The Class members are so numerous that joinder of all Class members is
26 impracticable. Based on information and belief, Plaintiffs estimate the Class number to be at least
27 hundreds of thousands of individuals. While the precise number of Class members is unknown to
28 Plaintiffs at this time, the identification of Class members is objectively ascertainable and will be

1 determined through appropriate discovery and other readily available means.

2 42. Defendants possess objective evidence as to the identity of each Class members and, to
3 a reasonable degree of certainty, the harm suffered by each Class member, including without limitation
4 web and mobile application data evidencing access to and use of the Platforms, sales receipts, phone
5 numbers, names, membership account data, credit card data, customer service complaint forms, and
6 other evidence which objectively identifies Class members.

7 43. **Commonality and Predominance:** Common questions of law and fact exist as to all
8 Class members and predominate over any potential questions affecting only individual Class members.
9 Such common questions of law or fact include, *inter alia*:

10 a. Whether the imposition of Defendants' Terms upon members of the Class
11 constitutes a violation of California Civil Code Section 1670.8, *et seq.*, and, if so, whether each
12 violation is a "willful, intentional, or reckless" violation;

13 b. Whether Defendants' Terms are unlawful, contrary to public policy, void, and/or
14 unenforceable;

15 c. Whether by misconduct set forth in this Complaint, Defendants engaged and
16 continue to engage in unfair, fraudulent, or unlawful business practices;

17 d. Whether the Class is entitled to recover statutory attorney's fees;

18 e. Whether Class members are entitled to civil penalties; and

19 f. Whether, as a result of Defendants' misconduct as alleged herein, Plaintiffs and
20 Class members are entitled to restitution, injunctive, public injunctive, and/or monetary relief
21 and, if so, the amount and nature of such relief.

22 44. Defendants engaged in a common course of conduct giving rise to the legal rights sought
23 to be enforced by Plaintiffs on behalf of themselves and all other class members. Individual questions,
24 if any, pale in comparison, in both quantity and quality, to the numerous common questions that
25 dominate this action.

26 45. **Typicality:** Plaintiffs' claims are typical of the claims of the proposed Class because
27 Plaintiffs and Class members were injured by the same wrongful acts, practices, and omissions
28 committed by Defendants, as described herein. Plaintiffs' claims therefore arise from the same practices

1 or course of conduct that give rise to the claims of all Class members.

2 46. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the Class
3 members. Plaintiffs are adequate representative of the Class in that they have no interests adverse to, or
4 conflict with, the Class they seek to represent. Plaintiffs have retained counsel with substantial
5 experience and success in the prosecution of complex consumer protection class actions of this nature.

6 47. **Superiority:** A class action is superior to any other available means for the fair and
7 efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the
8 management of this class action. The damages and other financial detriment suffered by Plaintiffs and
9 all other Class members are relatively small compared to the burden and expense that would be required
10 to individually litigate their claims against Defendants, so it would be impracticable for Class members
11 to individually seek redress from Defendants' wrongful conduct. Even if Class members could afford
12 individual litigation, the court system could not. Individualized litigation creates a potential for
13 inconsistent or contradictory judgments and increases the delay and expense to all parties and the court
14 system. By contrast, the class action device presents far fewer management difficulties and provides the
15 benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

16 **COUNT I**
17 **VIOLATION OF CALIFORNIA CIVIL CODE SECTIONS 1670.8, *et seq.***

18 48. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set
19 forth herein.

20 49. California Civil Code section 1670.8 provides "[a] contract or proposed contract for the
21 sale or lease of consumer goods or services may not include a provision waiving the consumer's right
22 to make any statement regarding the seller or lessor or its employees or agents, or concerning the goods
23 or services." Civ. Code § 1670.8(a)(1). It is further "unlawful to threaten or to seek to enforce a provision
24 made unlawful under this section, or to otherwise penalize a consumer for making any statement
25 protected under this section." § 1670.8(a)(2).

26 50. "Any person who violates this section shall be subject to a civil penalty not to exceed
27 two thousand five hundred dollars (\$2,500) for the first violation, and five thousand dollars (\$5,000) for
28 the second and for each subsequent violation, to be assessed and collected in a civil action brought by

1 the consumer, by the Attorney General, or by the district attorney or city attorney of the county or city
2 in which the violation occurred. When collected, the civil penalty shall be payable, as appropriate, to
3 the consumer or to the general fund of whichever governmental entity brought the action to assess the
4 civil penalty.” § 1670.8(c).

5 51. Section 1670.8(d) further states “for a willful, intentional, or reckless violation of this
6 section, a consumer or public prosecutor may recover a civil penalty not to exceed ten thousand dollars
7 (\$10,000).”

8 52. Plaintiffs and the Class members are consumers of goods and services provided by
9 Defendants and entered an agreement with Defendants containing a non-disparagement agreement that
10 violated Cal. Civ. Code § 1670.8.

11 53. Defendants proposed a contract for the sale of consumer services that waived Plaintiffs’
12 and the class members’ right to make any statement regarding Home Depot or any of its trademarked
13 brand names. Accordingly, Plaintiffs and the other class members seek to enforce important rights
14 affecting the public interest within the meaning of California Code of Civil Procedure Section 1021.5.

15 54. Defendants’ violations were willful and intentional. Defendants intentionally proposed
16 the contracts with the non-disparagement provisions. While Home Depot made partial changes to its
17 consumer contracts over the years, the non-disparagement provisions remained the same.

18 55. As a direct and foreseeable result of Defendants’ repeated and continuing violations of
19 Cal. Civ. Code Section 1670.8, Plaintiffs and the class members suffered injury in that their rights to
20 free speech were infringed.

21 56. Plaintiffs and Class members are entitled to restitutionary and injunctive relief, including
22 public injunctive relief.

23 57. Plaintiffs and Class members are also entitled to civil penalties for Defendants’ violations
24 of Cal. Civ. Code Section 1670.8.

25 **COUNT II**
26 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**
27 **SECTIONS 17200, *et seq.***

28 58. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set
forth herein.

1 59. California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*,
2 proscribes acts of unfair competition, including “any unlawful, unfair or fraudulent business act or
3 practice and unfair, deceptive, untrue or misleading advertising.”

4 60. The acts, omissions, and conduct of the Defendants as alleged constitute a “business
5 practice” within the meaning of the UCL.

6 61. Defendants’ practices, as alleged herein, are in violation of the “unlawful” prongs of the
7 UCL because they violate Plaintiffs’ and Class members’ constitutional rights to freedom of speech and
8 expression and Cal. Civ. Code § 1670.8.

9 62. Defendants’ practices, as alleged herein, are in violation of the “unfair” prongs of the
10 UCL because they offend public policy; are immoral, unethical, oppressive, outrageous, unscrupulous,
11 and substantially injurious; and caused substantial harm, including from Defendants’ infringement and
12 impairment of consumers’ freedom of speech and expression and, by association, the public’s right to
13 make informed consumer decisions. Defendants’ practice is and was also contrary to legislatively
14 declared and public policy and the harm it caused, and continues to cause, to consumers outweighs its
15 utility, if any.

16 63. A violation of the UCL may be predicated on the violation of any state or federal law.

17 64. Defendants’ practices, as alleged herein, are violations of California law and, thus,
18 constitute unlawful business acts and practices under the UCL.

19 65. As a direct and proximate result of Defendants’ unlawful and unfair business practices,
20 Plaintiffs and Class members have experienced, and continue to experience, injury in fact and have lost,
21 and will continue to lose, money and/or property.

22 66. Defendants acted intentionally, knowingly, and maliciously to violate the UCL in
23 reckless disregard to Plaintiffs’ and Class members’ rights.

24 67. Plaintiffs and Class members would not have used services, or would not have paid as
25 much for services from Defendants, had they known their freedom of speech and expression would be
26 impeded as described herein.

27 68. Future harm from Defendants’ non-disparagement provisions is a continuing harm that
28 would not be remedied by money damages.

1 69. Accordingly, Plaintiffs seek on behalf of themselves and the Class members restitution
2 for damages sustained by Defendants' conduct, along with a permanent injunction prohibiting
3 Defendants and their affiliates and agents from proposing contracts for the sale of consumer goods or
4 services that waive consumers' rights to make any statement regarding the seller or its employees,
5 agents, goods, and services.

6 **COUNT III**
7 **DECLARATORY RELIEF**

8 70. Plaintiffs reallege and incorporates by reference all preceding paragraphs as if fully set
9 forth herein.

10 71. An actual controversy has arisen and now exists between Plaintiffs and Class members,
11 on the one hand, and Defendants, on the other hand, concerning the validity and lawfulness of
12 Defendants' non-disparagement clause and the contracts in which they are included. Plaintiffs contend
13 these provisions violate Cal. Civ. Code Section 1670.8, whereas Defendants contend they are lawful.

14 72. Plaintiffs and Class members are entitled to judicial determination as to the validity,
15 enforceability, and lawfulness of the non-disparagement clauses. A declaration on the interpretation and
16 application of California Civil Code section 1670.8 to the non-disparagement clause contracts is
17 necessary and appropriate at this time so that Plaintiffs and the Defendants can determine their rights,
18 obligations and duties with respect to the contracts at issue.

19 73. Plaintiffs have no adequate remedy at law. Therefore, it is necessary for the Court to
20 adjudicate the validity of the non-disparagement clauses in light of Cal. Civ. Code Section 1670.8 and
21 Cal. Bus. & Prof. Code § 17200, *et seq.*

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully
24 request that the Court enter judgment in their favor and against Defendants as follows:

- 25 A. Certifying the class as requested herein, designating Plaintiffs as Class representatives,
26 and appointing Plaintiffs' counsel as Class Counsel;
- 27 B. Awarding Plaintiffs and the class appropriate monetary relief, including actual damages,
28 statutory damages, punitive damages, restitution, and disgorgement;

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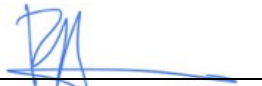
- C. Awarding Plaintiffs and the class equitable, injunctive, and declaratory relief, as may be appropriate. Plaintiffs, on behalf of themselves and the class, seek appropriate injunctive relief designed to prevent Defendants from continuing to include a non-disparagement provision in the Agreement with actual and prospective customers that contractually obligates them to withhold negative comments relating to Defendants’ business, services, partners, employees, and other agents, and penalizing them for conduct Defendants unilaterally deem to violate such a non-disparagement provision.
- D. Awarding Plaintiffs and the class pre-judgment and post-judgment interest to the maximum extent allowable;
- E. Awarding Plaintiffs and the Class reasonable attorneys’ fees, costs, and expenses, as allowable; and
- F. Awarding Plaintiffs and the Class such other favorable relief as allowable under law.

JURY TRIAL DEMANDED

Plaintiffs demands a trial by jury of all claims in this Class Action Complaint so triable.

Dated: December 7, 2023

Respectfully submitted,



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