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Electronically FILED by
Superior Court of California,
County of Los Angeles
12/01/2023 8:43 PM
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Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

Attorneys for Plaintiff and the Proposed Class

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

BARBARA TREVINO, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

AMAZON.COM, INC., a Delaware corporation;
AMAZON.COM, INTERNATIONAL, INC., a
Delaware corporation; AMAZON.COM LLC, a
Delaware limited liability company;
AMAZON.COM SERVICES LLC, a Delaware
limited liability company; AMAZON.COM
SERVICES, INC., a Delaware corporation;
AUDIBLE, INC., a Delaware corporation;
ALEXA INTERNET, a California corporation;
and DOES 1 through 100,

Defendants.

Case No.: **23STCV29540**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Barbara Trevino (“Plaintiff”), on behalf of herself and all other persons similarly
2 situated, files this Complaint against Defendants Amazon.com, Inc., Amazon.com International, Inc.,
3 Amazon.com LLC, Amazon.com Services LLC, Amazon.com Services, Inc., Audible, Inc., and Alexa
4 Internet (collectively, “Amazon”) and DOES 1 through 100 (“Doe Defendants”) (Amazon and Doe
5 Defendants are collectively referred to herein as the “Defendants”). Plaintiff’s allegations are based
6 upon information and belief and upon investigation of Plaintiff’s counsel, except for allegations
7 specifically pertaining to Plaintiff, which are based on Plaintiff’s personal knowledge.

8 INTRODUCTION

9 1. This is a class action brought for the protection and benefit of Plaintiff, and all other
10 similarly situated consumers who are residents of California and have visited, used, or competed
11 transactions through Defendants’ websites and mobile applications, including but not limited to:
12 amazon.com, audible.com, music.amazon.com, and pay.amazon.com (collectively referred to herein as
13 the “Platforms”).

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

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

27 4. California Civil Code Section 1670.8 was enacted to combat and prevent the negative
28 side-effects of this business practice by protecting the right of consumers to voice their opinions,

1 observations, and experiences about the products or services delivered by a company. As stated by
2 former Speaker of the California State Assembly (and the author of Assembly Bill 2365 codified as
3 California Civil Code Section 1670.8), John A. Perez: “[C]onsumers should not unknowingly or
4 unwillingly give up this right to speak freely about their on line retail experience. Such non-
5 disparagement clauses go beyond an embargo on business-oriented ‘trade secrets,’ but instead represent
6 an unreasonable limitation on individual freedom.”¹ Thus, the California Legislature correctly
7 determined that the freedom of speech and expression is especially important in the consumer context
8 to keep the public informed and hold corporations accountable for the quality of the goods or services
9 offered.

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

17 6. As a precondition to using and benefitting from Defendants’ Platforms, visitors and users
18 of the Platforms are informed that they must agree to Defendants’ Conditions of Use (“Conditions”).
19 Amazon’s Conditions are far reaching, in that they require user to “agree, on behalf of [themselves] and
20 all members of [their] households and others who use any Service under [their] account.”²

21 7. Despite conducting substantial business with California consumers, the Conditions
22 imposed on Amazon’s actual and prospective customers directly contradict and violate Section 1670.8.
23 Specifically, pursuant to the Conditions, Amazon prohibits actual or potential customers from
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 *Conditions of Use*, AMAZON (Sept. 14, 2022), available at
28 <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM> (last
accessed on Nov. 30, 2023).

1 mentioning Amazon or any of its trademarked brand names “in any manner that disparages or discredits
2 Amazon.”³ The Conditions hyperlink to a “non-exhaustive list” of trade names that users are prohibited
3 from commenting on includes such popular products and services as “Amazon Prime,” “Ring,” “Whole
4 Foods,” Woot!,” and “Zappos.”

5 8. The Conditions imposed by Amazon on actual and prospective customers are aimed at
6 stifling Californian’s right to free speech and, relatedly, the right of the California public to receive such
7 lawful discourse and remain informed. Defendant’s business practice is unlawful and is intended to
8 unilaterally protect Defendant’s self-promoting public image and maximize commercial profits at the
9 expense of the public’s right to make informed decisions as consumers.

10 9. Defendants’ conduct is precisely the business practice that the California Legislature
11 intended to prohibit. By forcing consumers to waive their right to make negative statements regarding
12 Amazon and any of its trademarked brand names, and penalizing consumers for voicing such statements,
13 Defendants impermissibly chill the free speech of their actual and prospective customers in violation of
14 Section 1670.8. Thus, Defendants are subject to the significant penalties prescribed by Section 1670.8.

15 10. By way of this action, Plaintiff, on behalf of herself and all others similarly situated in
16 the State of California, seeks damages, restitution, injunctive relief, public injunctive relief, and all other
17 relief available under California law for Defendants’ unlawful and unfair actions in violation of
18 California Civil Code Section 1670 and, as a consequence, of California Business and Professions Code
19 Section 17200. To prevent the imposition of further injury on actual and prospective users of Amazon,
20 Plaintiff also seeks an order enjoining Defendants from engaging in these ongoing unlawful and unfair
21 practices.

22 **JURISDICTION AND VENUE**

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

25 12. This Court has jurisdiction over this action pursuant to and consistent with the California
26 Constitution, Article VI, section 10, which grants the Superior Court “original jurisdiction in all causes
27

28 ³ *Id.*

1 except those given by statute to other courts.” The statutes under which this action is brought do not
2 specify any other basis for jurisdiction.

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

7 14. Venue is proper in this Court because, upon information and belief, Defendants transact
8 substantial business in the County of Los Angeles, evidenced in part by Plaintiff’s use of the Platforms
9 in this County; Defendants have committed and continue to commit unlawful acts in the County by and
10 through the Platforms and associated business transactions within the County; and a substantial part of
11 the events giving rise to the claims alleged herein occurred in this County, where the Plaintiff resides.

12 **PARTIES**

13 ***Plaintiff Barbara Trevino***

14 15. At all relevant times, Plaintiff Barbara Trevino was and has been a citizen of the State of
15 California and resident of Los Angeles County.

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

18 ***Defendants***

19 17. Amazon operates one of the largest, if not the largest, online retail and web service
20 platform in the United States and, as a result, transacts business in the State of California with California
21 citizens.

22 18. Amazon’s mission is to be “Earth’s most customer-centric company,” and explicitly cites
23 “customer reviews” as one of the many “things pioneered by Amazon.”⁴

24 19. In 2023, Amazon increased its ranking in the American Customer Satisfaction Index to
25 84%, specifically by providing “a robust app and strong recommendations” that allows “customer [to]

26
27
28 ⁴ *Who We Are*, AMAZON, available at: <https://www.aboutamazon.com/about-us> (last accessed on Nov. 28, 2023).

1 take care of all their shopping and other tasks seamlessly.”⁵

2 20. The true names and/or capacities, whether individual, corporate, partnership, associate,
3 governmental, or otherwise, of the Doe Defendants, inclusive, and each of them, are unknown to
4 Plaintiff at this time, who therefore sues said Doe Defendants by fictitious names. Plaintiff is informed
5 and believes, and thereon alleges, that each Defendant designated as a Doe is liable to Plaintiff for the
6 acts and omissions alleged herein below, which proximately caused injuries and damages to Plaintiff as
7 hereafter alleged. When the true names and capacities of the Doe Defendants are ascertained, Plaintiff
8 will amend the Complaint accordingly.

9 **FACTS COMMON TO ALL CLASS MEMBERS**

10 **California Civil Code Section 1670.8**

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

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

17 23. Accordingly, the California Legislature proposed Assembly Bill 2365, which “provides
18 that a contract or proposed contract for the sale or lease of consumer goods or services is unlawful if it
19 includes a provision requiring the consumer to waive his or her right to make any statement regarding
20 the consumer’s experience with the seller or lessor of consumer goods or services.” “[A]ny person who
21 violates this bill shall, as proposed to be amended, be subject to a civil penalty of up to \$2,500 for the
22 first violation and \$5,000 for each subsequent violation, to be assessed and collected in a civil action
23 brought by the consumer, by the Attorney General, or by the district attorney of the county or city in
24 which the violation occurred.” Any civil penalty assessed “shall be payable, as appropriate to the
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26

27 ⁵ Blake Morgan, *Walmart vs. Amazon: Who Wins The Retail Battle In 2023?*, FORBES (July 10, 2023),
28 available at: <https://www.forbes.com/sites/blakemorgan/2023/07/10/walmart-vs-amazon-who-wins-the-retail-battle-in-2023/?sh=4c61677d68fe>.

1 consumer or the general fund of whichever governmental entity brought the action to assess the civil
2 penalty.”

3 24. The presenter of the bill, former Speaker of the California State Assembly, John A. Pérez,
4 commented during the Assembly Committee Hearing on April 22, 2014, that “I have been disturbed to
5 learn that non-disparagement clauses are finding their way into various on-line contracts, such [as] those
6 for vacation home rentals on websites such as VRBO.com.” He went on to state, “[h]onest feedback is
7 crucial to assure consumer confidence in the on-line retail environment. Therefore consumers should
8 not unknowingly or unwillingly give up this right to speak freely about their on-line retail experience.
9 Such non-disparagement clauses go beyond an embargo on business-oriented ‘trade secrets,’ but instead
10 represent an unreasonable limitation on individual freedom. AB 2365 helps to ensure that this free flow
11 of communication occurs.”

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

14 **Amazon’s Unlawful Non-Disparagement Provision**

15 26. At all relevant times, Amazon was and currently is in the business of advertising,
16 promoting, marketing, selling, and distributing consumer services and products through the Platforms,
17 which are targeted to, and accessible by, the citizens of California.

18 27. Amazon is not naïve to the reality that public image is vital to acquiring and maintaining
19 profit-generating customers. An actual or prospective customer who views and relies upon negative
20 content about Amazon, or any of its related persons or entities, may decide to forego business with
21 Defendant or, even worse, opt to contract with competitors of Amazon.

22 28. Thus, to protect and maintain its public image, Amazon engaged in an intentional
23 business practice to contractually silence actual and potential customers by binding users to the
24 Conditions immediately upon accessing any of its Platforms.

25 29. In so doing, Amazon’s Conditions broadly and ambiguously prohibit users of all the
26 Platforms from mentioning Amazon or any of its several trademarked brand names “in any manner that
27 disparages or discredits Amazon.”

28 30. Moreover, Amazon’s Conditions penalize users for making any comment that does not

1 comply with the non-disparagement provision by revoking the user's access and use of the Platforms.
2 Given Amazon's mammoth share of the online retail market, such a punishment is especially prohibitive
3 and chilling on consumers' right to free speech.

4 31. The intended result of Amazon's non-disparagement provision is to prevent any customer
5 who has purchased, will purchase, or even considers purchasing goods or services from Amazon through
6 its Platforms from making any negative statement relating to Amazon, its services, and any of its
7 partners, employees, or agents.

8 32. Amazon's inclusion of the aforementioned non-disparagement provision in its
9 Conditions constitutes unlawful and unfair conduct that is contrary to public policy and violates
10 California Civil Code Section 1670.8 and California Business and Professions Code Section 17200.

11 33. Plaintiff, and millions more similarly situated persons in the State of California, visited
12 the Platforms—either as consumers or potential consumers—and have, thus, been subjected to the
13 unlawful Agreement.

14 **CLASS ALLEGATIONS**

15 34. Pursuant to California Code of Civil Procedure Section 382, Plaintiff brings this action
16 on behalf of herself and all members of the following Class of similarly situated persons:

17 **Nationwide Class**

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

20 35. Alternatively, or in addition to the Nationwide Class, Plaintiff seeks to represent the
21 following state class:

22 **California Class**

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

25 36. The Nationwide Class and California Subclass are collectively referred to as the "Class."
26 Excluded from the Class are the Defendants and their affiliates, parents, subsidiaries, officers, agents,
27 and directors, all persons who make a timely election to be excluded from the Class, the judge(s)
28 presiding over this matter and any immediate family members thereof, the clerks of said judge(s), as

1 well as the attorneys who enter their appearance in this action.

2 37. Plaintiff reserves the right to amend the Proposed Class as appropriate.

3 38. Certification Plaintiff's claims for class-wide treatment is appropriate because Plaintiff
4 can prove the elements of her claims on a class-wide basis using the same evidence as would be used to
5 prove those elements in individual actions alleging the same claims.

6 39. **Numerosity:** The Class members are so numerous that joinder of all Class members is
7 impracticable. Based on information and belief, Plaintiff estimates the Class number to be at least
8 hundreds of thousands of individuals. While the precise number of Class members is unknown to
9 Plaintiff at this time, the identification of Class members is objectively ascertainable and will be
10 determined through appropriate discovery and other readily available means.

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

16 41. **Commonality and Predominance:** Common questions of law and fact exist as to all
17 Class members and predominate over any potential questions affecting only individual Class members.
18 Such common questions of law or fact include, *inter alia*:

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

22 b. Whether Defendants' Conditions are unlawful, contrary to public policy, void,
23 and/or unenforceable;

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

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

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

28 f. Whether, as a result of Defendants' misconduct as alleged herein, Plaintiff and

1 Class members are entitled to restitution, injunctive, public injunctive, and/or monetary relief
2 and, if so, the amount and nature of such relief.

3 42. Defendants engaged in a common course of conduct giving rise to the legal rights sought
4 to be enforced by Plaintiff on behalf of herself and all other class members. Individual questions, if any,
5 pale in comparison, in both quantity and quality, to the numerous common questions that dominate this
6 action.

7 43. **Typicality:** Plaintiff's claims are typical of the claims of the proposed Class because
8 Plaintiff and Class members were injured by the same wrongful acts, practices, and omissions
9 committed by Defendants, as described herein. Plaintiff's claims therefore arise from the same practices
10 or course of conduct that give rise to the claims of all Class members.

11 44. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Class members.
12 Plaintiff is an adequate representative of the Class in that she has no interests adverse to, or conflict
13 with, the Class she seeks to represent. Plaintiff has retained counsel with substantial experience and
14 success in the prosecution of complex consumer protection class actions of this nature.

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

25 **COUNT I**
26 **VIOLATION OF CALIFORNIA CIVIL CODE SECTIONS 1670.8, *et seq.***

27 46. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set
28 forth herein.

1 47. California Civil Code section 1670.8 provides “[a] contract or proposed contract for the
2 sale or lease of consumer goods or services may not include a provision waiving the consumer’s right
3 to make any statement regarding the seller or lessor or its employees or agents, or concerning the goods
4 or services.” Civ. Code § 1670.8(a)(1). It is further “unlawful to threaten or to seek to enforce a provision
5 made unlawful under this section, or to otherwise penalize a consumer for making any statement
6 protected under this section.” § 1670.8(a)(2).

7 48. “Any person who violates this section shall be subject to a civil penalty not to exceed
8 two thousand five hundred dollars (\$2,500) for the first violation, and five thousand dollars (\$5,000) for
9 the second and for each subsequent violation, to be assessed and collected in a civil action brought by
10 the consumer, by the Attorney General, or by the district attorney or city attorney of the county or city
11 in which the violation occurred. When collected, the civil penalty shall be payable, as appropriate, to
12 the consumer or to the general fund of whichever governmental entity brought the action to assess the
13 civil penalty.” § 1670.8(c).

14 49. Section 1670.8(d) further states “for a willful, intentional, or reckless violation of this
15 section, a consumer or public prosecutor may recover a civil penalty not to exceed ten thousand dollars
16 (\$10,000).”

17 50. Plaintiff and the Class members are consumers of goods and services provided by
18 Defendants and entered an agreement with Defendants containing a non-disparagement agreement that
19 violated Cal. Civ. Code § 1670.8.

20 51. Defendants proposed a contract for the sale of consumer services that waived Plaintiff
21 and the class members’ right to make any statement regarding Amazon or any of its trademarked brand
22 names. Accordingly, Plaintiff and the other class members seek to enforce important rights affecting the
23 public interest within the meaning of California Code of Civil Procedure Section 1021.5.

24 52. Defendants’ violations were willful and intentional. Defendants intentionally proposed
25 the contracts with the non-disparagement provisions. While Amazon made partial changes to its
26 consumer contracts over the years, the non-disparagement provisions remained the same.

27 53. As a direct and foreseeable result of Defendants’ repeated and continuing violations of
28 Cal. Civ. Code Section 1670.8, Plaintiff and the class members suffered injury in that their rights to free

1 speech were infringed.

2 54. Plaintiff and Class members are entitled to restitutionary and injunctive relief, including
3 public injunctive relief.

4 55. Plaintiff and Class members are also entitled to civil penalties for Defendants' violations
5 of Cal. Civ. Code Section 1670.8.

6 **COUNT II**
7 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**
8 **SECTIONS 17200, *et seq.***

8 56. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set
9 forth herein.

10 57. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, *et seq.*,
11 proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business act or
12 practice and unfair, deceptive, untrue or misleading advertising."

13 58. The acts, omissions, and conduct of the Defendants as alleged constitute a "business
14 practice" within the meaning of the UCL.

15 59. Defendants' practices, as alleged herein, are in violation of the "unlawful" prongs of the
16 UCL because they violate Plaintiff's and Class members' constitutional rights to freedom of speech and
17 expression and Cal. Civ. Code § 1670.8.

18 60. Defendants' practices, as alleged herein, are in violation of the "unfair" prongs of the
19 UCL because they offend public policy; are immoral, unethical, oppressive, outrageous, unscrupulous,
20 and substantially injurious; and caused substantial harm, including from Defendants' infringement and
21 impairment of consumers' freedom of speech and expression and, by association, the public's right to
22 make informed consumer decisions. Defendants' practice is and was also contrary to legislatively
23 declared and public policy and the harm it caused, and continues to cause, to consumers outweighs its
24 utility, if any.

25 61. A violation of the UCL may be predicated on the violation of any state or federal law.

26 62. Defendants' practices, as alleged herein, are violations of California law and, thus,
27 constitute unlawful business acts and practices under the UCL.

28 63. As a direct and proximate result of Defendants' unlawful and unfair business practices,

1 Plaintiff and Class members have experienced, and continue to experience, injury in fact and have lost,
2 and will continue to lose, money and/or property.

3 64. Defendants acted intentionally, knowingly, and maliciously to violate the UCL in
4 reckless disregard to Plaintiff's and Class members' rights.

5 65. Plaintiff and Class members would not have used services, or would not have paid as
6 much for services from Defendants, had they known their freedom of speech and expression would be
7 impeded as described herein.

8 66. Future harm from Defendants' non-disparagement provisions is a continuing harm that
9 would not be remedied by money damages.

10 67. Accordingly, Plaintiff seeks on behalf of herself and the Class members restitution for
11 damages sustained by Defendants' conduct, along with a permanent injunction prohibiting Defendants
12 and their affiliates and agents from proposing contracts for the sale of consumer goods or services that
13 waive consumers' rights to make any statement regarding the seller or its employees, agents, goods, and
14 services.

15 **COUNT III**
16 **DECLARATORY RELIEF**

17 68. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set
18 forth herein.

19 69. An actual controversy has arisen and now exists between Plaintiff and Class members,
20 on the one hand, and Defendants, on the other hand, concerning the validity and lawfulness of
21 Defendants' non-disparagement clause and the contracts in which they are included. Plaintiff contends
22 these provisions violate Cal. Civ. Code Section 1670.8, whereas Defendants contend they are lawful.

23 70. Plaintiff and Class members are entitled to judicial determination as to the validity,
24 enforceability, and lawfulness of the non-disparagement clauses. A declaration on the interpretation and
25 application of California Civil Code section 1670.8 to the non-disparagement clause contracts is
26 necessary and appropriate at this time so that Plaintiff and the Defendants can determine their rights,
27 obligations and duties with respect to the contracts at issue.

28 71. Plaintiff has no adequate remedy at law. Therefore, it is necessary for the Court to

1 adjudicate the validity of the non-disparagement clauses in light of Cal. Civ. Code Section 1670.8 and
2 Cal. Bus. & Prof. Code § 17200, *et seq.*

3 **PRAYER FOR RELIEF**

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

- 6 A. Certifying the class as requested herein, designating Plaintiff as Class representative, and
7 appointing Plaintiff's counsel as Class Counsel;
- 8 B. Awarding Plaintiff and the class appropriate monetary relief, including actual damages,
9 statutory damages, punitive damages, restitution, and disgorgement;
- 10 C. Awarding Plaintiff and the class equitable, injunctive, and declaratory relief, as may be
11 appropriate. Plaintiff, on behalf of herself and the class, seeks appropriate injunctive
12 relief designed to prevent Defendants from continuing to include a non-disparagement
13 provision in the Agreement with actual and prospective customers that contractually
14 obligates them to withhold negative comments relating to Defendants' business, services,
15 partners, employees, and other agents, and penalizing them for conduct Defendants
16 unilaterally deem to violate such a non-disparagement provision.
- 17 D. Awarding Plaintiff and the class pre-judgment and post-judgment interest to the
18 maximum extent allowable;
- 19 E. Awarding Plaintiff and the Class reasonable attorneys' fees, costs, and expenses, as
20 allowable; and
- 21 F. Awarding Plaintiff and the Class such other favorable relief as allowable under law.

22 **JURY TRIAL DEMANDED**

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

24
25 Dated: December 1, 2023

Respectfully submitted,

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27 _____
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28 rahdoot@ahdootwolfson.com

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