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Electronically FILED by
 Superior Court of California,
 County of Los Angeles
 12/19/2023 7:15 PM
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11 Attorneys for Plaintiffs

12
 13 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
 14 COUNTY OF LOS ANGELES

15
 16 SONDRA SWEENEY, an individual; HUE
 17 BANH, an individual; JESSICA DERIE,
 an individual; ADAM SAUER, an
 18 individual; and SHARON MANIER, an
 individual, on behalf of themselves and all
 19 others similarly situated,

20 Plaintiffs,

21 v.

22 PARAMOUNT GLOBAL, a Delaware
 corporation; and DOES 1 through 100,
 23 inclusive,

24 Defendants.

No. **23STCV31038**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

25 **COMPLAINT**

26 Plaintiffs Sondra Sweeney; Hue Banh; Jessica Derie; Adam Sauer; and Sharon Manier, by
 27 and through their undersigned counsel, on their own behalf and on behalf of all other entities and
 28

1 persons similarly situated (residents of California only) (collectively, “Plaintiffs”), sue Paramount
2 Global (“Paramount”) and DOES 1 through 100 (“Doe Defendants”) (Paramount and Doe
3 Defendants are collectively referred to herein simply as the “Defendants”) and for this Complaint,
4 allege upon information and belief, and based on the investigation to date of their counsel, as
5 follows:

6 **INTRODUCTION**

7 1. This is a class action brought for the benefit and protection of Plaintiffs, and all other
8 similarly situated consumers who are residents of California and who have visited, used, or
9 commenced transactions through the website paramount.com and/or any associated websites linked
10 via paramount.com. (the “Platforms”).

11 2. By way of this action, Plaintiffs, and all others similarly situated, seek damages,
12 restitution, injunctive relief, public injunctive relief, and other relief necessitated by Defendants’
13 unlawful and unfair actions in violation of California Civil Code section 1670.8 and California
14 Business and Professions Code section 17200; Plaintiffs on behalf of themselves and all others
15 similarly situated seek an order permanently enjoining Defendants from engaging in these ongoing
16 unlawful and unfair practices, and civil penalties and damages available under California law.

17 3. Because of the current power of the internet and social media platforms to publicize
18 a company’s offerings of goods or services—and the potential harm to corporate interests when
19 negative consumer statements “go viral”—Defendants have a significant incentive to minimize the
20 negative publicity they receive, including in the form of negative online reviews and comments.
21 Some companies have gone so far as to attempt to prohibit customers and potential customers from
22 making negative statements about the goods or services they offer, to the detriment of consumers,
23 potential consumers, and the public of the State of California. Fortunately, California Civil Code
24 section 1670.8 was enacted to protect the right of California consumers to voice their opinions,
25 observations, and experiences about the products and services delivered or offered to California
26 consumers, as well as the citizens of the State of California. The California Legislature reasonably
27 and correctly determined that such freedom is important to keep the public informed and keep large
28 corporations honest about the quality of the goods or services they offer to consumers.

1 4. Section 1670.8(a) provides as follows: “(1) **A contract or proposed contract** for
2 the sale or lease of consumer goods or services **may not include a provision waiving the**
3 **consumer’s right to make any statement** regarding the seller or lessor or its employees or agents,
4 or concerning the goods or services” and “(2) **It shall be unlawful to threaten or seek to enforce**
5 **a provision made unlawful under this section, or to otherwise penalize a consumer for making**
6 **any statement protected under this section.**” Section 1670.8’s protections are so important that
7 the statute expressly provides that “**any waiver of the provisions of this section is contrary to**
8 **public policy, and is void and unenforceable.**”

9 5. In order to use and benefit from Defendants’ Platforms, visitors and users of the
10 Platforms are informed that they must agree to Paramount’s Terms of Use (“Terms”). In fact,
11 Paramount asserts that simply by visiting or using their Platforms, users have agreed to be bound
12 by the Terms. Paramount’s Terms specifically provide, “Your access and use of the Site is subject
13 to these Terms of Use and all applicable laws. By accessing and browsing the Site, you accept,
14 without limitation or qualification, these Terms of Service....If you do not agree with any of the
15 following Terms of Use, please do not use this Site.”

16 6. While conducting substantial business with California consumers, the Terms
17 Defendants impose upon Paramount’s customers and prospective customers clearly violate Section
18 1670.8. Pursuant to the Terms that Defendants impose upon their customers for the privilege of
19 accessing the services offered and promoted on the Platforms, Defendants require users to agree
20 that they “shall not use, allow, or enable others to use the Site, or knowingly condone use of the
21 Site by others, in a manner that is, attempts to, or is likely to:...**affect us [Paramount] adversely**
22 **or reflect negatively on us [Paramount], the Site, our goodwill, name or reputation or cause**
23 **duress, distress or discomfort to us....**” The Terms further threaten visitors of the Platforms who
24 consider violating the Terms in providing that “Paramount will determine your compliance with
25 these Terms of Use in its sole discretion. Any violation of these Terms of Use may result in
26 restrictions on your access to all or part of the Site....”

27 7. Defendants’ conduct is unlawful, including among other reasons, because it is aimed
28 to stifle California consumers’ right to free speech, and the right of the California public to hear

1 lawful discourse. Defendants’ strong-arm tactics to silence injured parties were and continue to be
2 intentionally exercised to protect Defendants’ self-promoting public image for commercial and
3 other benefits. Defendants’ unlawful business practices, purposefully designed to maintain and
4 increase its consumers and prop up its stock price, all while denying public, consumers, and
5 potential consumers accurate information so that they may make informed decisions as consumers.

6 8. By way of these provisions, Paramount seeks to have users waive their right as
7 consumers to make negative statements regarding Paramount or its employees, agents, goods or
8 services, and further threatens to penalize consumers for making such statements. These unlawful
9 restrictions—imposed by Defendants against their own customers and prospective customers—is
10 an important component of Paramount’ business strategy, which relies upon the popularity of its
11 product or service offerings nationwide to generate significant revenues and profits. But
12 Defendants’ efforts to silence their customers and prospective customers is clearly prohibited by
13 California law, thereby subjecting Defendants to significant penalties, as described herein.

14 **JURISDICTION AND VENUE**

15 9. This Court has jurisdiction over the claims and causes of action asserted herein
16 because such claims arise solely and specifically out of Defendants’ unlawful business practices
17 within the State of California, and relate to at least one statute—California Civil Code section
18 1670.8—that was designed to protect California’s citizens, the application of which is exclusively
19 a matter for the courts of this State.

20 10. Venue is proper in this Court because: Defendants transact business in California
21 and in the County of Los Angeles based on Plaintiffs’ use of the Platforms in this County;
22 Defendants have committed unlawful acts in the County by and through the Platforms and
23 associated business transactions within the County; and a substantial part of the events giving rise
24 to the claims alleged herein occurred in this County, where at least one of the Plaintiffs reside.

25 **THE PARTIES**

26 11. At all relevant times, Plaintiff Sondra Sweeney was and has been a citizen of the
27 State of California and a resident of Los Angeles County. Sweeney is an individual who visited and
28

1 used the Platforms within the applicable limitations period in Los Angeles County in the State of
2 California.

3 12. At all relevant times, Plaintiff Hue Banh was and has been a citizen of the State of
4 California. Banh is an individual who visited and used the Platforms within the applicable
5 limitations period in California.

6 13. At all relevant times, Plaintiff Jessica Derie was and has been a citizen of the State
7 of California. Derie is an individual who visited and used the Platforms within the applicable
8 limitations period in California.

9 14. At all relevant times, Plaintiff Adam Sauer was and has been a citizen of the State
10 of California. Sauer is an individual who visited and used the Platforms within the applicable
11 limitations period in California.

12 15. At all relevant times, Plaintiff Sharon Manier was and has been a citizen of the State
13 of California. Manier is an individual who visited and used the Platforms within the applicable
14 limitations period in California.

15 16. Paramount is an entity that conducts business in the state of California with
16 California citizens. Paramount develops, markets, and sells a wide variety of goods and services.
17 Defendants operate in California and generate sales through the Platforms.

18 17. The true names and/or capacities, whether individual, corporate, partnership,
19 associate, governmental, or otherwise, of the Doe Defendants, inclusive, and each of them, are
20 unknown to Plaintiffs at this time, who therefore sues said Doe Defendants by such fictitious names.
21 Plaintiffs are informed and believe, and thereon allege, that each defendant designated herein as a
22 Doe Defendant caused injuries and damages proximately thereby to Plaintiffs as hereafter alleged,
23 and that each Doe Defendant is liable to Plaintiffs for the acts and omissions alleged herein below,
24 and the resulting injuries to Plaintiffs, and damages sustained by Plaintiffs. Plaintiffs will amend
25 this Complaint to allege the true names and capacities of said Doe Defendants when that same is
26 ascertained.

FACTS COMMON TO ALL CLASS MEMBERS

1
2 18. At all relevant times, Defendants were and currently are in the business of
3 advertising, promoting, marketing, selling, and distributing consumer products and services
4 through the Platforms, which Platforms are targeted to, and accessible by the citizenry of California.

5 19. Paramount is well-aware that its public image is vital to maintaining and gaining
6 customers. If the public sees content posted by users that may be insulting to Paramount, and/or
7 any of its partners, and/or any its employees, and/or concerning any of its goods or services, then
8 its current customers and/or prospective customers may shift to a competitor, ultimately resulting
9 in loss of business and loss of revenue.

10 20. Thus, in order to maintain a positive public image, Paramount has engaged in an
11 intentional business strategy to silence each and every customer or potential customer who visits
12 its Platforms by purporting to bind users to its Terms—immediately upon accessing its Platforms.

13 21. Specifically, Paramount asserts that simply by visiting or using their Platforms,
14 users have agreed to be bound by the Terms. Paramount’s Terms specifically provide, “Your access
15 and use of the Site is subject to these Terms of Use and all applicable laws. By accessing and
16 browsing the Site, you accept, without limitation or qualification, these Terms of Service....If you
17 do not agree with any of the following Terms of Use, please do not use this Site.”

18 22. Defendants require users to agree that they “shall not use, allow, or enable others to
19 use the Site, or knowingly condone use of the Site by others, in a manner that is, attempts to, or is
20 likely to:...**affect us [Paramount] adversely or reflect negatively on us [Paramount], the Site,**
21 **our goodwill, name or reputation or cause duress, distress or discomfort to us...**” The Terms
22 further threaten visitors of the Platforms who consider violating the Terms in providing that
23 “Paramount will determine your compliance with these Terms of Use in its sole discretion. Any
24 violation of these Terms of Use may result in restrictions on your access to all or part of the Site....”

25 23. Defendants have sold and continues to sell millions of services or products to
26 California consumers through the Platforms.

1 rewards accounts data, credit card data, customer service complaint forms/emails/date, and other
2 evidence which objectively identifies class members.

3 32. Class members may be notified of the pendency of this action by mail, publication
4 and/or through the records of Defendants.

5 33. There are common questions of law and fact affecting Plaintiffs and Class members.
6 Common legal and factual questions include, but are not limited to:

7 a. Whether each imposition of Defendants' Terms upon members of the Class constitutes a
8 violation of the provisions of California Civil Code section 1670.8 and, if so, whether each such
9 violation is a "willful, intentional, or reckless" violation;

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

12 c. Whether Class members are entitled to civil penalties; and

13 d. Whether, as a result of Defendants' misconduct alleged herein, Plaintiffs and Class
14 members are entitled to injunctive, public injunctive, and/or monetary relief and, if so, the amount
15 and nature of such relief.

16 34. Plaintiffs' claims are typical of the claims of the proposed Class because the rights
17 of Plaintiffs and Class members were violated in the same manner by the same conduct.

18 35. Plaintiffs and Class members are all entitled to recover statutory penalties and other
19 relief arising out of Defendants' violations of statutory law alleged herein.

20 36. Plaintiffs will fairly and adequately represent and protect the interests of the Class.

21 37. Plaintiffs' interests do not conflict with the interests of the Class they seek to
22 represent. Plaintiffs have retained counsel competent and experienced in prosecuting class actions,
23 and Plaintiffs intend to vigorously prosecute this action.

24 38. The class mechanism is superior to other available means for the fair and efficient
25 adjudication of the claims of Plaintiffs and Class members.

26 39. Given the relative value of statutory penalties available to any of the individual Class
27 members, individual litigation is not practicable.

28

1 40. Individual Class members will not wish to undertake the burden and expense of
2 individual cases.

3 41. In addition, individualized litigation increases the delay and expense to all parties
4 and multiplied the burden on the judicial system. Individualized ligation also presents the potential
5 for inconsistent or contradictory judgments.

6 42. In contrast, the class action device presents far fewer management difficulties and
7 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by
8 a single court.

9 43. Questions of law and fact common to all Class members predominate over any
10 questions affecting only individual Class members. Injuries sustained by Plaintiffs and Class
11 members flow, in each instance, from a common nucleus of operative facts as set forth above.

12 44. In each case, Defendants' actions caused harm to all Class members as a result of
13 such conduct. The resolution of these central issues will be the focus of the litigation and
14 predominate over any individual issues.

15 45. Proposed Class counsel possesses the knowledge, experience, reputation, ability,
16 skill, and resources to represent the Class and should be appointed lead counsel for the Class.

17 **COUNT I— VIOLATION OF CIVIL CODE SECTION 1670.8**

18 46. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 45 of their
19 Complaint. Plaintiffs assert this first cause of action on behalf of themselves and all other similarly
20 situated persons residing in California who visited or used the Platforms.

21 47. Defendants are in the business of selling or leasing consumer goods or services.

22 48. Plaintiffs and Class members visited and used the Platforms.

23 49. Pursuant to the Terms, Defendants require users to agree that they “shall not use,
24 allow, or enable others to use the Site, or knowingly condone use of the Site by others, in a manner
25 that is, attempts to, or is likely to:...**affect us [Paramount] adversely or reflect negatively on us**
26 **[Paramount], the Site, our goodwill, name or reputation or cause duress, distress or**
27 **discomfort to us....”** The Terms further threaten visitors of the Platforms who consider violating
28 the Terms in providing that “Paramount will determine your compliance with these Terms of Use

1 in its sole discretion. Any violation of these Terms of Use may result in restrictions on your access
2 to all or part of the Site....”

3 50. By visiting, using, or making purchases on the Platforms, Defendants purport to
4 have charged Plaintiffs and Class members with having read, understood, and agreed to be bound
5 by the Terms.

6 51. By way of the conduct alleged above, Defendants intentionally, willfully, or
7 recklessly sought to have Plaintiffs and the Class members waive their right as consumers to make
8 statements regarding Defendants, their employees or agents, or concerning the goods or services,
9 which restriction is prohibited under California Civil Code 1670.8 and is contrary to public policy.

10 52. Defendants have repeatedly violated California Civil Code 1670.8 in relation to each
11 of the Plaintiffs and Class members and their respective visits to and uses of the Platforms.

12 53. Defendants’ conduct has caused Plaintiffs and Class members to suffer harm.

13 54. Plaintiffs and Class members are entitled to injunctive relief, including public
14 injunctive relief.

15 55. Plaintiffs and Class members are also entitled to civil penalties for Defendants’
16 violations of Civil Code 1670.8.

17 **PRAYERS FOR RELIEF**

18 **WHEREFORE**, Plaintiffs, on behalf of themselves and the putative Class members, pray
19 for judgment as follows:

20 a. Determining that this action is a proper class action and certifying the Class, as defined
21 herein;

22 b. Appointing Plaintiffs as Class representatives;

23 c. Appointing the undersigned as Class counsel;

24 d. Finding Defendants liable to Plaintiffs and Class members for damages in such amount(s)
25 as the Court or Jury may determine;

26 e. Awarding statutorily provided damages to Plaintiffs and Class members as appropriate;

27 f. Awarding pre- and post-judgment interest;

28

- 1 g. Awarding injunctive relief, including public injunctive relief, as claimed herein or as the
- 2 Court may deem proper;
- 3 h. Awarding Plaintiffs, Class members attorney fees and all litigation costs as allowed by
- 4 law; and
- 5 i. Awarding such other and further relief as may be just and proper.

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7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs hereby demand a trial by jury on all issues so triable.

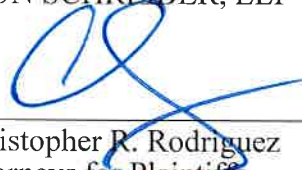
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11 Dated: December 19, 2023

SINGLETON SCHREIBER, LLP

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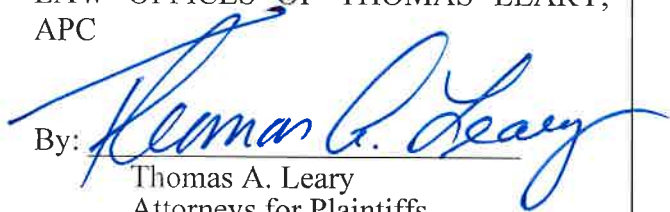
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Attorneys for Plaintiffs

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