

1 DESAI LAW FIRM, P.C.
2 Aashish Y. Desai, Esq. (SBN 187394)
3 Adrienne De Castro, Esq. (SBN 238930)
4 3200 Bristol Ave., Suite 650
5 Costa Mesa, CA 92626
6 Tel: (949) 614-5830
7 Fax: (949) 271-4190
8 aashish@desai-law.com
9 adrienne@desai-law.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/21/2023 1:03 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

7 David Borgen (SBN 099354), Of Counsel
dborgen@gbdhlegal.com
8 Laura Ho (SBN 173179)
lho@gbdhlegal.com
9 GOLDSTEIN, BORGEN, DARDARIAN & HO
10 155 Grand Avenue, Suite 900
Oakland, CA 94612
11 Tel: (510) 763-9800
Fax: (510) 835-1417

12 Attorneys for Plaintiffs, all others similarly situated

13 [Additional counsel on following page.]

14 **SUPERIOR COURT OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES, COMPLEX CIVIL**

16 DANIEL QUINTILIANO, individually and on)
17 behalf of all those similarly situated,)
18 Plaintiffs,)
19 vs.)
20 VALNET, INC., a Canadian Corporation,)
21 VALNET, U.S., INC., a Delaware Corporation,)
22 and Does 1-10,)
23 Defendants.)

CASE NO.: **23STCP04605**

CLASS ACTION COMPLAINT FOR:

- (1) Failure to Pay Minimum Wages under the Cal Lab. Code and Wage Order 4;
- (2) Failure to Pay Overtime Wages under the Cal Lab. Code and Wage Order 4;
- (3) Failure to Provide Meal Periods under the Cal Lab. Code and Wage Order 4;
- (4) Failure to Provide Rest Periods under the Cal Lab. Code and Wage Order 4;
- (5) Failure to Furnish Accurate Wage Statements under the Cal Lab. Code and Wage Order 4;
- (6) Failure to Reimburse Business Expenses under the Cal Lab. Code;
- (7) California Unfair Competition Law

DEMAND FOR JURY TRIAL

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Additional Counsel:

James E. Goodley (*Pro Hac Vice to be filed*, PA Bar No. 315331)

james@gmlaborlaw.com

Ryan P. McCarthy (*Pro Hac Vic to be filed*, PA Bar No. 323125)

ryan@gmlaborlaw.com

GOODLEY McCARTHY LLC

One Liberty Place

1650 Market Street, Suite 3600

Philadelphia, PA 19103

Tel: 215.394.0541

Attorneys for Plaintiffs, all others similarly situated, and
all other aggrieved employees

//

//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION

1. Plaintiff Daniel Quintiliano brings this class action against Defendants Valnet, Inc. and Valnet, U.S., Inc. (collectively "Defendants" or "Valnet") on behalf of himself and all other former and current paid content creators who performed work for Valnet's digital properties. Valnet operates at least 25 brand properties (each of which runs an associated website and most of which, a digital video channel) dedicated to publishing written articles, videos, and other content related to consumer products, entertainment, sports, and other consumer interests. The more traffic the websites and channels attract, the more advertising revenue Valnet generates. Valnet pays Plaintiff and similarly situated class members ("Content Creators") a small piece-rate (per-article) payment to create and edit the written, video, and audio content on these team sites. Content Creators' content is the core of Valnet's business.

2. During the entire class period, Valnet uniformly and consistently misclassified Content Creators as independent contractors in order to avoid its duties and obligations owed to employees under California law and to gain an unfair competitive advantage over its competitors that properly classify its workers as employees. Valnet controls and directs the performance of Content Creators in writing and editing content for its websites, both under contracts it enters with Content Creators and in fact. Content Creators create the written, video, and audio content that makes up Valnet's property website and digital channel network and generates advertising revenue. Their work is central to Valnet's business. Content Creators do not create and edit content for their own independent businesses, but create content solely for Valnet property websites and digital channels.

3. As a result, Plaintiff alleges that all current and former Content Creators who worked in California: (1) are entitled to unpaid minimum wages (Cal. Labor Code §§ 1182.12, 1194, 1197, 1197.1; California Industrial Welfare Commission Wage Order 4, Cal. Code Regs. tit.

1 8 § 11040 ("Wage Order 4") § 4; and the California Minimum Wage Order); (2) are entitled to
2 unpaid overtime wages (Cal. Labor Code §§ 510; Wage Order 4 § 2); (3) are owed meal and rest
3 period premiums (Cal. Labor Code § 226.7, 512; Wage Order 4 §§ 11, 12); (4) are owed statutory
4 damages for Valnet's failure to provide itemized wage statements (Cal. Labor Code §§ 226, 226.3;
5 Wage Order 4 § 7(B)); (5) are owed reimbursement of business expenses because Valnet required
6 Content Creators to have computers, smart phones, and internet access for work-related tasks, as
7 well as expenses related to watching the games Content Creators were expected to write about (Cal.
8 Labor Code § 2802); and (6) are entitled to restitution and injunctive relief under the Unfair
9 Competition Law ("UCL") (Cal. Bus. & Prof. Code §§ 17200 et seq.).

11 4. Because Defendants have willfully deprived Plaintiff and similarly situated Content
12 Creators of the rights and protections California law guarantees to employees, Defendants'
13 classification of Content Creators as "independent contractors" is part of ongoing unfair/unlawful
14 business practices by Defendants.

16 **II. THE PARTIES,**

17
18 5. Plaintiff Daniel Quintiliano is an adult individual who was paid by Defendants for
19 his work as a Content Creator for Valnet's brand property "Movie Web" between approximately
20 November 2022 and April 2023, but Valnet classified him as an independent contractor. During
21 this time, Plaintiff resided and worked in Los Angeles, California, where he also currently resides.

22
23 6. Defendant Valnet, Inc. is a Canadian corporation based in Montreal, Quebec. Jointly
24 with co-Defendant Valnet, U.S., Inc., Valnet, Inc. operates and maintains media websites and
25 digital channels, including those associated with its at least 25 brand properties.

26
27 7. Defendant Valnet, US, Inc. (jointly with Valnet, Inc., "Valnet" or "Defendants") is
28 a Delaware corporation based in Miami, Florida. Jointly with co-Defendant Valnet, Inc., Valnet,

1 U.S., Inc. operates and maintains media websites and digital channels, including those associated
2 with its at least 25 brand properties.

3 **III. JURISDICTION AND VENUE**

4
5 8. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
6 Code §§ 226, 226.3, 226.7, 512, 1182.12, 1194, 1197, 1197.1, 2802, Business & Professions Code §§
7 17200, *et seq.*, and Wage Order 4.

8
9 9. Venue is proper pursuant to Code of Civil Procedure section 395(a) because
10 Defendants do not reside in the state and have not designated a principal business office in
11 California with the California Secretary of State. As such, venue is proper in any county in
12 California.

13 **IV. FACTUAL BACKGROUND**

14 10. Valnet is a global media enterprise comprising approximately 25 brand properties
15 including but not limited to Movie Web, Screen Rant, Comic Book Review and HotCars. See
16 https://www.valnetinc.com/en/publishing-detail#our_brand (last accessed 12/20/2023).
17

18 11. Valnet's brand properties are each dedicated to publishing written, video and audio
19 content related to particular special reader and viewer interests. For example, Movie Web and
20 Screen Rant publishes movie and television show analysis and news related to the same. Comic
21 Book Review publishes comic book analysis and news related to the same. Hot Cars publishes
22 analysis related to new and classic automobiles.
23

24 **A. Defendant Uniformly Misclassifies Content Creators as Independent Contractors.**

25 12. To generate advertisement revenue from its properties, Valnet requires Content
26 Creators to produce a steady stream of written, video, and audio content on its brand websites and
27 digital channels. Valnet hires Content Creators to create the content. See, e.g.,
28

1 <https://valnetconcept.applytojob.com/apply/q2WZFzP7ua/Freelance-Writer-TheTravel> (last
2 accessed 12/20/2023). Valnet pays Content Creators on a piece-rate (per-article) basis.

3
4 13. Valnet classifies its Content Creators as independent contractors. Defendant
5 requires Content Creators to sign a "Master Services Agreement," which states that Content
6 Creators' relationship with Valnet is as an independent contractor relationship. See, Ex. 1 ("IC
7 Agreement"). Valnet does not withhold payroll taxes from its biweekly payments to Content
8 Creators.

9
10 14. Though Valnet classifies Content Creators as independent contractors, Valnet
11 exercises substantial control over the manner and means by which Content Creators accomplish
12 their work.

13
14 15. Content Creators are prohibited from subcontracting their work to other writers or
15 producers with Valnet's permission. IC Agreement ¶ 4.3. Therefore, Content Creators must
16 perform the work themselves, not as independent businesses.

17
18 16. Content Creator's work is subject to Valnet's complete and total discretion as to
19 approval or revision of the work product. IC Agreement ¶ 4.7.

20
21 17. Content Creators are prohibited for six months after termination from soliciting
22 Valnet's clients/customers, employees, and contributors. IC Agreement ¶ 4.10.

23
24 18. Content Creators are required to assign all rights to Valnet, all of their content and
25 intellectual property. IC Agreement ¶¶ 6.1 - 6.5.

26
27 19. Valnet gives Content Creators instructions about how to conform their writings to
28 increase site and channel traffic from online search engines, known as "search engine optimization."
Content Creators are told how to craft headlines, order content and upload pictures so as to attract

1 the most viewers to each content post.

2 20. The content created by Content Creators is core to Valnet’s business. The more
3 content Content Creators produce, the more traffic to each property website and channel, and the
4 more revenue Valnet can generate from advertisers. Valnet pressures Content Creators to maintain
5 a constant flow of posted content on these team sites to attract advertisers, but Content Creators do
6 not see the benefits of advertising revenue. Content Creators take no part in negotiating
7 advertisements on Valnet websites and channels; all the negotiations for advertisements are handled
8 directly by Valnet. Content Creators have no stake in Valnet’s profits or losses. Rather, Content
9 Creators merely receive piece-rate wages from Valnet.
10

11 21. While Content Creators were not always under direct supervision by Valnet, neither
12 were they independent journalists who sold their stories to the highest bidder. Content Creators
13 created and edited content for the purpose of posting it on Valnet’s brand sites and channels.
14

15 22. Valnet does not hire Content Creators for their unique set of skills. Defendant does
16 not require, for example, a college degree or prior professional experience in journalism.
17

18 23. Valnet requires Content Creators to have access to the internet on their personal
19 computers and smart phones, but Content Creators' work does not require any special tools or
20 equipment. Valnet provides Content Creators with access to internal communication and editing
21 software.
22

23 **B. Valnet Pays Content Creators Small Piece Rate Compensation Insufficient to Meet**
24 **the Legal Minimum Wage.**

25 24. Valnet pays Content Creators on a piece-rate (per-article) basis. Valnet does not
26 increase the piece rate pay as Content Creators work more hours on their articles.

27 25. Plaintiff, for example, regularly produced approximately 3-4 Movie Web articles
28

1 per day, five days or more per week, spending approximately 2-3 hours per article (plus additional
2 time being trained on Valnet policies, selecting an article and communicating with Valnet
3 management). Plaintiff was only paid \$15 per article he wrote. Plaintiff never received any other
4 type of compensation from Valnet. Given the number of hours Content Creators work for Valnet,
5 the piece-rate payment is frequently, if not always, under the minimum wage required by California
6 law.
7

8 26. Other Content Creators frequently receive effective hourly pay at far below the
9 California minimum wage.

10 **C. Defendant Does Not Pay Content Creators Overtime Wages.**

11 27. Content Creators are sometimes assigned duties that require them to work over eight
12 hours per day or forty hours per week.
13

14 28. Plaintiff, for example, was sometimes assigned to write four or more articles in one
15 day. On days like these, Plaintiff worked more than eight hours in a day. Valnet did not pay Plaintiff
16 overtime wages for those hours worked.
17

18 29. Plaintiff, for example, was sometimes assigned to write 20 or more articles in one
19 week. On weeks like these, Plaintiff worked more than forty hours in a week. Valnet did not pay
20 Plaintiff overtime wages for those hours worked.
21

22 30. Valnet does not pay any Content Creator overtime wages for the time they work
23 beyond eight hours per day or forty hours per week.

24 **D. Defendant Does Not Provide Meal or Rest Periods for Content Creators.**

25 31. Content Creators regularly work more than three and a half hours per day. Valnet
26 does not authorize or permit Content Creators to take ten-minute uninterrupted rest periods for
27 every four hours or major fraction thereof worked.
28

1 32. Content Creators frequently work over five hours per day without a meal period.
2 Valnet does not provide a 30-minute off-duty meal period for Content Creators within the first five
3 hours of work per day, nor does it provide a second meal break for Content Creators who work
4 more than ten hours in a day.
5

6 33. Valnet has never paid Content Creators with meal and rest break premiums for its
7 failure to provide meal and rest breaks.
8

9 **E. Defendant Does Not Provide Content Creators with Accurate Itemized Wage**
10 **Statements.**

11 34. Valnet fails to provide Content Creators with any wage statements, let alone wage
12 statements that show the actual hours worked, all overtime wages, gross and net wages earned, all
13 applicable hourly rates and corresponding number of hours worked at each rate, deductions, the
14 inclusive dates of the period for which the employee is paid, the name of the employee or the
15 employee's social security number, and the name of the employer.
16

17 **F. Defendant Does Not Reimburse Content Creators for Reasonable Business Expenses.**

18 35. Valnet requires Content Creators to use their own computers, smart phones, and
19 internet access to create and edit content, as well as to communicate with their editors and other
20 Valnet supervisors. Valnet does not reimburse Content Creators for their personal computers, smart
21 phones, or internet access expenses.
22

23 **V. CLASS ACTION ALLEGATIONS**

24 36. Plaintiff seeks to proceed as a class action pursuant to California Code of Civil
25 Procedure § 382 on behalf of the following class of persons:
26

27 All Content Creators who created and/or edited written, video, or audio content for
28 any Valnet property, who worked in California at any time within the four years
 prior to the filing of the Complaint in this action and who were classified by Valnet
 as independent contractors.

 37. The putative class is so numerous that joinder of all members is impracticable.

1 Although the precise number of such persons is unknown, and the facts on which the calculation
2 of that number would be based are within the sole custody and/or control of Valnet, upon
3 information and belief, Valnet has employed over forty Content Creators in California within the
4 last four years.

5
6 38. Among the proposed class, there is a well-defined community of interest in the
7 questions of law and/or fact involved. Those common questions include, but are not limited to:

- 8
9 a. Whether Valnet misclassified Class Members as independent contractors;
10 b. Whether the same test for misclassification applies to both claims derived
11 from the applicable wage order and statutory claims not derived from the
12 applicable wage order;
13 c. Whether Valnet was required to issue Class Members wage statements with
14 certain required information;
15 d. Whether Valnet is required to reimburse Class Members for a portion of their
16 home internet, personal computer, and personal smart phone expenses; and
17 e. Whether Valnet’s Labor Code and Wage Order violations serve as predicate
18 violations of the UCL.

19
20 39. Common questions of law and/or fact predominate over questions that affect only
21 individual Class Members. Plaintiff’s claims are typical of those belonging to members of the Class,
22 and Plaintiff can adequately represent the Class.

23
24 **FIRST CAUSE OF ACTION**
25 **Minimum Wage Violation**
26 **[Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1,**
27 **Wage Order 4; Minimum Wage Order]**

28
40. Plaintiff, on behalf of himself and all Class Members, re-alleges and incorporates
by reference the allegations contained in the paragraphs above as if fully set forth here.

41. California Labor Code §§ 1194, 1197, 1197.1 and Wage Order 4 entitle employees
to an amount equal to or greater than the minimum wage for all hours worked.

42. Valnet paid Plaintiff and Class Members on a low piece-rate (per-article) basis.

1 Given the number of hours Plaintiff and Class Members worked each day and week, this piece-rate
2 compensation was insufficient to meet the legal minimum wage.

3
4 43. As a result of Valnet's failure to Plaintiff and Class Members the legal minimum
5 wage, Plaintiff and Class Members are entitled to recover the unpaid balance of the full amount of
6 the minimum wage for all hours worked, plus interest, liquidated damages, and attorney's fees and
7 costs, as well as further relief as described below.

8 **SECOND CAUSE OF ACTION**
9 **Failure to Pay Overtime Wages**
10 **[Cal. Labor Code §§ 510; Wage Order 4]**

11 44. Plaintiff, on behalf of himself and all Class Members, re-alleges and incorporates
12 by reference the allegations contained in the paragraphs above as if fully set forth here.

13 45. California Labor Code § 510 and Wage Order 4 entitle employees to overtime
14 premiums for hours worked in excess of eight (8) in a given day, forty (40) in a given workweek,
15 or on the seventh day worked in a single workweek. All hours must be paid at the statutory or
16 agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

17
18 46. While misclassified as independent contractors, Plaintiff and Class Members
19 worked in excess of eight hours per day and in excess of forty hours per week, and Valnet
20 unlawfully failed to pay Plaintiff and Class Members the proper overtime compensation.

21 47. As a result of these violations, Valnet is liable for unpaid overtime wages, interest,
22 and attorneys' fees and costs, as well as further relief as described below.

23
24 **THIRD CAUSE OF ACTION**
25 **Failure to Provide Meal Periods**
26 **[Cal. Labor Code §§ 226.7, 512, and 1194; Wage Order 4]**

27 48. Plaintiff, on behalf of himself and all Class Members, re-alleges and incorporates
28 by reference the allegations contained in the paragraphs above as if fully set forth here.

1 49. California Labor Code § 512(a) states in pertinent part, "[A]n employer may not
2 employ an employee for a work period of more than five hours per day without providing the
3 employee with meal period of not less than 30 minutes. An employer may not employ an employee
4 for a work period of more than 10 hours per day without providing the employee with a second
5 meal period of not less than 30 minutes."
6

7 50. Wage Order 4 states, in relevant part, "No employer shall employ any person for a
8 work period of more than five (5) hours without a meal period of not less than 30 minutes." If no
9 meal period is provided, the Wage Orders require the employer to "pay the employee one (1) hour
10 of pay at the employee's regular rate of compensation for each workday that the meal period is not
11 provided."
12

13 51. California Labor Code § 226.7 states, in relevant part, "An employer shall not
14 require an employee to work during a meal ... period mandated pursuant to an applicable statute, or
15 applicable regulation, standard, or order of the Industrial Welfare Commission." Section 226.7
16 requires an employer to pay one additional hour of pay at the employee's regular rate if the meal or
17 rest period is not provided.
18

19 52. Valnet has had no policy or practice of providing meal periods to Plaintiff or Class
20 Members, and Valnet failed to provide meal periods to Plaintiff and Class Members or an hour of
21 premium pay for each missed meal period as required by California Labor Code §§ 226.7 and 512,
22 and Wage Order 4.
23

24 53. As a result of Valnet's willful and unlawful failure to provide meal periods to
25 Plaintiff and Class Members and Valnet's failure to pay an hour of premium pay for each missed
26 meal period, Plaintiff and Class Members are entitled to recover one hour of pay at their regular
27 rate of compensation for each workday that a meal period was not provided, plus interest, attorney's
28

1 fees and costs, as well as further relief as described below.

2 **FOURTH CAUSE OF ACTION**
3 **Failure to Provide Rest Periods**
4 **[Cal. Labor Code §§ 226.7 and 1194; Wage Order 4]**

5 54. Plaintiff, on behalf of himself and all Class Members, re-alleges and incorporates
6 by reference the allegations contained in the paragraphs above as if fully set forth here.

7 55. California Labor Code § 226.7 states, in relevant part: "An employer shall not
8 require an employee to work during a ... rest ... period, and if an employer fails to provide an
9 employee a rest period ... the employer shall pay the employee one additional hour of pay at the
10 employee's regular rate of compensation for each workday that the meal or rest or recovery period
11 is not provided."

12 56. Wage Order 4 states, in pertinent part, "Every employer shall authorize and permit
13 all employees to take rest periods, which insofar as practicable shall be in the middle of each work
14 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
15 ten (10) minutes net rest time per four (4) hours or major fraction thereof. The Wage Orders require
16 an employer to "pay the employee one (1) hour of pay at the employee's regular rate of
17 compensation for each workday that the rest period is not provided."
18

19 57. Valnet has had no policy or practice of providing rest periods to Class Members,
20 and Valnet failed to provide rest periods to all Class Members or an hour of premium pay at the
21 regular rate for each day a rest period was not provided.
22

23 58. As a result of Valnet's willful and unlawful failure to provide rest periods to all
24 Class Members and Valnet's failure to pay an hour of premium pay at the regular rate for each day
25 a rest period was not provided, Plaintiff and Class Members are entitled to recover one hour of pay
26 at their regular rate of compensation for each workday that a rest period was not provided, plus
27
28

1 interest, attorney's fees, and costs, as well as further relief as described below.

2 **FIFTH CAUSE OF ACTION**
3 **Failure to Provide Accurate Itemized Wage Statements**
4 **[Cal. Labor Code §§ 226 and 226.3; Wage Order 4]**

5 59. Plaintiff, on behalf of himself and all Class Members, re-alleges and incorporates
6 by reference the allegations contained in the paragraphs above as if fully set forth here.

7 60. California Labor Code § 226 provides, in relevant part, that every employer must
8 furnish each employee with an itemized wage statement at the time of each payment of wages
9 showing the total numbers of hours worked each pay period, gross wages, net wages, all deductions,
10 all applicable hourly rates of pay, the dates of the period for which the employee is paid, the name
11 of the employee and the last four digits of their social security number or employee identification
12 number, and the name and address of the legal entity that is the employer.

13
14 61. Wage Order 4 requires employers to provide, at the time of each payment of wages,
15 "an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period
16 for which the employee is paid; (3) the name of the employee or the employee's social security
17 number; and (4) the name of the employer."
18

19 62. Valnet willfully failed to furnish Plaintiff and Class Members, upon each payment
20 of compensation, itemized wage statements.

21
22 63. During all relevant times, Class Members were injured by these failures because,
23 among other things, they were confused about whether they were paid properly and/or they were
24 misinformed about how many total hours they worked in each pay period.

25
26 64. California Labor Code § 226(e)(1) provides that an employee suffering injury as a
27 result of a knowing and intentional failure by an employer to provide accurate itemized wage
28 statements is entitled to recover the greater of all actual damages suffered or fifty dollars (\$50) for

1 the initial violation and one hundred dollars (\$100) for each subsequent violation, up to four
2 thousand dollars (\$4,000). Pursuant to California Labor Code § 226(h), Plaintiff and Class
3 Members are entitled to injunctive relief to ensure Defendant's compliance with California Labor
4 Code § 226.

5
6 65. Plaintiff and Class Members are entitled to an award of costs and reasonable
7 attorneys' fees under California Labor Code § 226(h), as well as further relief as described below.

8 **SIXTH CAUSE OF ACTION**
9 **Failure to Reimburse Business Expenses**
10 **[Cal. Labor Code § 2802]**

11 66. Plaintiff, on behalf of himself and all Class Members, re-alleges and incorporates
12 by reference the allegations contained in the paragraphs above as if fully set forth here.

13 67. California Labor Code § 2802 requires employers to indemnify an employee for all
14 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
15 of the employee's duties.

16
17 68. During all relevant times, Valnet failed to indemnify Plaintiff and Class Members
18 for their expenses related to using their personal computers, using their personal smart phones, and
19 maintaining access to the internet. Valnet also failed to reimburse Plaintiff and Class Members for
20 the costs associated with viewing the games they were expected to write about. Plaintiff and Class
21 Members are entitled to indemnification of their expenses related to their home internet payments
22 plus prejudgment interest pursuant to California Labor Code § 2802.

23
24 69. Plaintiff, on behalf of himself and similarly situated Class Members, requests
25 further relief as described below.

26 **SEVENTH CAUSE OF ACTION**
27 **Unfair Competition Law Violations**
28 **[Cal. Bus. & Prof. Code §§ 17200 et seq.]**

70. Plaintiff, on behalf of himself and all Class Members, re-alleges and incorporates

1 by reference the allegations contained in the paragraphs above as if fully set forth here.

2 71. California Business & Professions Code §§ 17200 et seq. prohibits unfair
3 competition in the form of any unlawful, unfair, deceptive, or fraudulent business practices.
4

5 72. Plaintiff brings this cause of action individually and representative of all others
6 subject to Defendant's unlawful acts and practices.

7
8 73. In the four years prior to the filing of this Complaint, Valnet has committed
9 unlawful, unfair, deceptive, and/or fraudulent acts as defined by California Business & Professions
10 Code § 17200. Valnet's unlawful, unfair, deceptive, and/or fraudulent business practices include,
11 without limitation, failing to pay the minimum wage, failing to pay overtime wages, failing to
12 provide mandated meal and rest periods, failing to furnish accurate itemized wage statements, and
13 failing to indemnify Content Creators for business expenses in violation of California law.
14

15 74. As a result of these unlawful, unfair, and/or fraudulent business practices, Valnet
16 reaped unfair benefits and illegal profits at the expense of Plaintiff and Class Members.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff respectfully requests this Court to grant the following relief
19 against Defendant as follows:

- 20
21 A. Certify this action as a class action pursuant to California Code of Civil Procedure § 382
22 for Class Members, and appoint Plaintiff as Class Representative and his attorneys as Class
23 Counsel;
- 24 B. Direct class notice to all Class Members;
- 25 C. Declare that Defendants misclassified all Class Members as independent contractors;
- 26 D. Award minimum wages and liquidated damages to Plaintiff and Class Members;
- 27 E. Award overtime wages to Plaintiff and Class Members;
- 28

- 1 F. Award compensation for Defendants' failure to provide meal periods and rest periods;
- 2 G. Award damages for Defendants' failure to provide accurate itemized wage statements;
- 3 H. Award damages for Defendants' failure to reimburse necessary business expenses;
- 4 I. Award pre-judgment and post-judgment interest;
- 5 J. Order Defendants to make restitution to Plaintiff and other Class Members due to its
- 6 unlawful and/or unfair business practices, including interest;
- 7
- 8 K. Enjoin Defendant from violating California law; Award costs and expenses of this action;
- 9 L. Award costs and expenses of this action;
- 10 M. Award reasonable attorneys' fees; and
- 11 N. Award such other relief as this Court deems just and proper.
- 12
- 13
- 14
- 15

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on claims so triable.

Dated: December 21, 2023



 Aashish Y. Desai, (Bar No. 187394)
 Adrienne De Castro
 DESAI LAW FIRM, P.C.
 3200 Bristol Street, Ste. 650
 Costa Mesa, CA 92626
 Tel: (949) 614-5830
 Fax: (949) 271-4190

David Borgen (SBN 099354), Of Counsel
 Laura L. Ho (SBN173179)
 GOLDSTEIN, BORGEN, DARDARIAN & HO
 155 Grand Avenue, Suite 900
 Oakland, CA 94612

(Additional Attorneys continued on next page)