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8 *Captioning, LLC; YES Consulting, LLC;*
9 *Cancomm LLC; and Dialogue Mexico S.A.*
de C.V., on behalf of themselves
and all others similarly situated

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN FRANCISCO DIVISION**

14
15 WHITE COAT CAPTIONING, LLC; YES
16 CONSULTING, LLC; CANCOMM LLC (DBA
17 DIALOGUE INC.); AND DIALOGUE MÉXICO S.A.
18 DE C.V., on behalf of themselves and all others
19 similarly situated,

20 Plaintiffs,

21 v.

22 TWITTER, INC.

23 Defendant.

Case No. 3:23-cv-1594

**CLASS ACTION COMPLAINT AND
JURY DEMAND**

1. BREACH OF CONTRACT

1
2 **I. INTRODUCTION**

3 1. Plaintiffs White Coat Captioning, LLC, YES Consulting, LLC, Cancomm LLC
4 (dba Dialogue Inc.), and Dialogue Mèxico S.A. de C.V., individually and on behalf of all others
5 similarly situated, file this Class Action Complaint against Defendant Twitter, Inc. (“Twitter”)
6 for breach of contract.

7
8 2. Since the company’s purchase by Elon Musk in late October 2022, Twitter has
9 slashed spending – by laying off most of its workforce and stopping payment to vendors for
10 services rendered. Indeed, more than a dozen vendors, contractors, and property owners with
11 whom Twitter holds leases across the country have already sued Twitter individually for breach
12 of contract. See, e.g., Twitter Vendor Non-Payment, PLAINSITE,
13 <https://www.plainsite.org/tags/twitter-vendor-nonpayment/>.

14 3. According to news reports, in response to concerns about not paying vendors who
15 provided services to or performed work for Twitter, Musk told Twitter employees, repeatedly, to
16 “let them sue”. See, e.g., Sawdah Bhaimiya, Elon Musk frequently told Twitter staff ‘let them
17 sue’ in response to vendors and landlords complaining about unpaid bills, report says, BUSINESS
18 INSIDER (March 17, 2023), [https://www.businessinsider.com/elon-musk-let-them-sue-response-](https://www.businessinsider.com/elon-musk-let-them-sue-response-twitthers-unpaid-pills-report-2023-3)
19 [twitthers-unpaid-pills-report-2023-3](https://www.businessinsider.com/elon-musk-let-them-sue-response-twitthers-unpaid-pills-report-2023-3).

20 4. Plaintiff White Coat Captioning, LLC contracted with Twitter to provide
21 professional real-time captioning services throughout 2022. In mid-November 2022, White Coat
22 Captioning, LLC’s President and CEO Norma Miller contacted Twitter about several overdue
23 invoices totaling approximately \$42,000. Twitter acknowledged receiving and approving the
24 invoices but has yet to issue payment.

25 5. Plaintiff YES Consulting, LLC contracted with Twitter to provide leadership
26 training for much of 2022. Twitter owes YES Consulting approximately \$49,000 for services
27

1 or goods to Twitter, performed under the terms of the contract, and have not been paid for
2 performance.

3 14. Defendant Twitter, Inc. (“Twitter”) is a Delaware corporation, headquartered in
4 San Francisco, California.

5 **III. JURISDICTION**

6 15. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §1332(a)
7 and §1332(d).

8 16. This Court has personal jurisdiction over this matter because Twitter is
9 headquartered in this District and conducts substantial business operations in this District.

10 **IV. STATEMENT OF FACTS**

11 17. Since the company’s purchase by Elon Musk in late October 2022, Twitter has
12 slashed spending – by laying off most of its workforce and stopping payment to vendors for
13 services rendered. More than a dozen vendors, contractors, and property owners with whom
14 Twitter holds leases across the country have already sued Twitter individually for breach of
15 contract. See, e.g., Twitter Vendor Non-Payment, PLAINSITE,
16 <https://www.plainsite.org/tags/twitter-vendor-nonpayment/>

17 18. These vendors and contractors include White Coat Captioning, which provides
18 professional captioning services for events, conferences, and classes; YES Consulting, a small
19 business providing leadership coaching and consulting for technology companies; and Cancomm
20 LLC (dba Dialogue Inc.) and Dialogue México S.A. de C.V. (hereinafter referred to collectively
21 as “Dialogue”), which together form a boutique international public relations and
22 communications services firm.

23 19. Twitter and White Coat Captioning entered into a written Independent Contractor
24 Agreement, which was effective as of July 28, 2019.

1 27. As of the date of this filing, Twitter owes White Coat Captioning a total of more
2 than \$41,000 for ten approved and overdue invoices.

3 28. Twitter and YES Consulting entered into a written Master Services Agreement,
4 which was effective as of February 23, 2022.

5 29. In March 2022, Twitter and YES Consulting entered into a written contract titled
6 Statement of Work. The Statement of Work is governed by the terms and conditions in the
7 Master Services Agreement.

8 30. Under the terms of the Statement of Work, YES Consulting would provide
9 leadership training to Twitter employees through the end of 2022.

10 31. YES Consulting has performed all of its obligations under the Statement of Work
11 and Master Services Agreement.

12 32. Under the Statement of Work and Master Services Agreement, payments were
13 due 60 days from receipt of an approved invoice.

14 33. Twitter approved but has not paid invoices for services YES Consulting provided
15 between August 27 and November 29, 2022. YES Consulting has made repeated attempts to
16 secure these overdue payments from Twitter.

17 34. As of the date of this filing, Twitter owes YES Consulting approximately \$49,000
18 for three approved and overdue invoices.

19 35. Twitter International Company, for itself and the benefit of its affiliates and
20 subsidiaries, entered into a written Master Services Agreement with Cancomm LLC on May 1,
21 2017. Twitter Mexico S.A., de C.V., for itself and the benefit of its affiliates and subsidiaries,
22 entered into a written Master Services Agreement with Dialogue Mexico SA de CV on May 1,
23 2018.

24 36. In December 2021, Dialogue entered into a written contract with Twitter Mexico,
25 S.A. de C.V., an affiliate of Twitter International Unlimited Company, for itself and the benefit
26
27

1 of its affiliates. The Statement of Work is governed by the terms and conditions in the Master
2 Services Agreement.

3 37. Under the terms of the Statement of Work, Dialogue would provide
4 communications and public relations services for 2022.

5 38. Under the Statement of Work, payments were due 30 days from receipt of an
6 approved invoice. Under the Master Services Agreement, payments were due 60 days from
7 receipt of an approved invoice.

8 39. Twitter approved but has not paid invoices for services Dialogue provided
9 between November 3, 2022, and December 23, 2022. Dialogue has made repeated attempts to
10 secure these overdue payments from Twitter.

11 40. As of the date of this filing, Twitter owes Dialogue approximately \$140,000 for
12 eight approved and overdue invoices.

13 41. Plaintiffs are aware of other vendors and contractors who have asserted breach of
14 contract claims against Twitter in cases involving similar facts. However, many vendors and
15 contractors who have not received payment under their contracts are, like Plaintiffs, small
16 businesses without the resources, time, and money to litigate these claims on their own.

17 42. In response to internal concerns over Twitter's refusal to pay for services
18 provided, CEO Elon Musk is reported to have said, repeatedly, "Let them sue." See Sawdah
19 Bhaimiya, [Elon Musk frequently told Twitter staff 'let them sue' in response to vendors and](https://www.businessinsider.com/elon-musk-frequently-told-twitter-staff-let-them-sue-in-response-to-vendors-and-landlords-complaining-about-unpaid-bills-report-says)
20 landlords complaining about unpaid bills, report says, BUSINESS INSIDER (March 17, 2023),
21 [https://www.businessinsider.com/elon-musk-let-them-sue-response-twitters-unpaid-pills-report-](https://www.businessinsider.com/elon-musk-let-them-sue-response-twitters-unpaid-pills-report-2023-3)
22 [2023-3.](https://www.businessinsider.com/elon-musk-let-them-sue-response-twitters-unpaid-pills-report-2023-3)

23 43. Plaintiffs bring this complaint to ensure Twitter compensates vendors and
24 contractors for whom it has not paid outstanding invoices, such as White Coat Captioning, YES
25 Consulting, and Dialogue.
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2 **COUNT I**
3 **Breach of Contract**

4 44. Plaintiffs hereby incorporate by reference and reallege each and all of the
5 allegations set forth above in Paragraphs 1 through 43, inclusive, of this Complaint as though
6 fully set forth and alleged herein.

7 45. At all times material herein, Plaintiffs and similarly situated businesses have been
8 entitled to the rights, protections, and benefits of the Scope of Work, Master Services
9 Agreement, and Independent Contractor Agreement contracts they entered into with Twitter.

10 46. Plaintiffs and similarly situated businesses have fully performed all obligations set
11 out under the terms of their contracts with Twitter.

12 47. Despite Plaintiffs' repeated demands to Twitter for payment, Twitter has breached
13 its obligations under the terms of its contracts with Plaintiffs by failing and refusing to pay them
14 for services provided under their contracts' terms.

15 48. As a direct and proximate result of Twitter's above-alleged breach of these
16 contracts, Plaintiffs and similarly situated businesses have suffered damages.

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19 **JURY DEMAND**

20 Plaintiffs request a trial by jury on their claims.

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23 WHEREFORE, Plaintiffs request that this Court enter the following relief:

- 24 a. Certify a class action and appoint Plaintiffs and their counsel to represent a class of
25 Twitter vendors and contractors who signed Statements of Work and/or entered into
26 contracts for goods or services governed by Twitter's Master Services Agreement or
27 Independent Contractor Agreement and have not received payment for overdue

1 invoices;

- 2 b. Award compensatory damages, including all payments owed for overdue invoices, in
3 an amount according to proof;
- 4 c. Award pre- and post-judgment interest;
- 5 d. Award any other relief to which the Plaintiffs may be entitled.
- 6

7 Respectfully submitted,

8
9 WHITE COAT CAPTIONING, LLC; YES
10 CONSULTING, LLC; CANCOMM LLC; AND
11 DIALOGUE MÉXICO S.A. DE C.V. on behalf of
12 themselves and all others similarly situated,

13 By their attorneys,

14 /s/ Shannon Liss-Riordan
15 Shannon Liss-Riordan, SBN 310719
16 Jane Farrell, SBN 333779.
17 LICHTEN & LISS-RIORDAN, P.C.
18 729 Boylston Street, Suite 2000
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28 Dated: April 4, 2023

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

WHITE COAT CAPTIONING, LLC, YES CONSULTING, LLC, CANCOMM LLC (DBA DIALOGUE INC.), AND DIALOGUE MEXICO S.A. DE C.V. on behalf of themselves and all others similarly situated,

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Shannon Liss-Riordan, Jane Farrell Lichten & Liss-Riordan, P.C., 729 Boylston St. Suite 2000, Boston, MA 02116, 617-994-5800

DEFENDANTS

TWITTER, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §1332(a) and §1332(d)

Brief description of cause:

Plaintiffs bring this complaint against Twitter for breach of contract.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 04/04/2023

SIGNATURE OF ATTORNEY OF RECORD

/s/Shannon Liss-Riordan

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.