

1 SHANNON LISS-RIORDAN (SBN 310719)

(sliss@llrlaw.com)

2 JANE FARRELL (SBN 333779)

(jfarrell@llrlaw.com)

3 LICHTEN & LISS-RIORDAN, P.C.

4 729 Boylston Street, Suite 2000

Boston, MA 02116

5 Telephone: (617) 994-5800

6 Facsimile: (617) 994-5801

7 *Attorneys for Plaintiffs White Coat*
8 *Captioning, LLC; YES Consulting, LLC;*
9 *Cancomm LLC; and Dialogue Mexico S.A.*
10 *de C.V., on behalf of themselves*
11 *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 rendered. While Twitter received and approved YES Consulting’s invoices, Twitter has not told
2 its President and CEO Yvonne Ellison-Sandler if or when it plans to issue payment.

3 6. Plaintiffs Cancomm LLC (dba Dialogue Inc.) and Dialogue Mèxico S.A. de C.V.
4 contracted with Twitter to provide public relations and communications services throughout
5 Mexico, Chile, Colombia, and Argentine for all of 2022. In early January 2023, Dialogue
6 contacted Twitter about eight overdue invoices totaling approximately \$140,000. Twitter
7 received and approved the invoices but has yet to issue payment.
8

9 7. Plaintiffs are concerned that Twitter has no intention of paying the amounts owed
10 to them under their contracts and by law.

11 8. To ensure Twitter complies with the law, Plaintiffs bring this breach of contract
12 claim on behalf of themselves and all similarly situated vendors and contractors who executed
13 contracts with Twitter, rendered services, and have outstanding or overdue invoices.

14 **II. PARTIES**

15 9. Plaintiff White Coat Captioning, LLC (hereafter “White Coat Captioning”) is, and
16 at all relevant times has been, a Vermont limited liability company, with its principal place of
17 business in St. Albans, Vermont.

18 10. Plaintiff YES Consulting, LLC (hereafter “YES Consulting”) is, and at all
19 relevant times has been, a California limited liability company, with its principal place of
20 business in Mill Valley, California.

21 11. Plaintiff Cancomm LLC (dba Dialogue Inc.) is, and at all relevant times has been,
22 a Florida limited liability company, with its principal place of business in Miami, Florida.

23 12. Plaintiff Dialogue Mèxico S.A. de C.V. is, and at all relevant times has been, a
24 company based in Mexico, with its principal place of business in Mexico City, Mexico.

25 13. Plaintiffs bring this lawsuit as a Rule 23 class action asserting a breach of contract
26 claim against Twitter on behalf of all vendors and contractors who contracted to provide 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.
26

1
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.

17
18
19 **JURY DEMAND**

20 Plaintiffs request a trial by jury on their claims.

21
22
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
19 Boston, MA 02116
20 (617) 994-5800
21 Email: sliss@llrlaw.com, jfarrell@llrlaw.com

22
23
24
25
26
27
28 Dated: April 4, 2023