

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

CHERYL C. BRADLEY, individually and on : behalf of all persons similarly situated,	:	Civil Action No.:
	:	
Plaintiff,	:	Collective Action Complaint
	:	
v.	:	Jury Trial Demanded
	:	
VOX MEDIA, INC., d/b/a SB NATION	:	
	:	
Defendant.	:	

COLLECTIVE ACTION COMPLAINT

Plaintiff Cheryl C. Bradley ("Plaintiff"), through her undersigned counsel, individually and on behalf of all persons similarly situated, files this Collective Action Complaint against Defendant Vox Media, Inc., d/b/a SB Nation ("Defendant" or "Vox"), seeking all available relief under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* ("FLSA").

JURISDICTION AND VENUE

1. Jurisdiction over Plaintiff's FLSA claims is proper under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

2. Venue in this Court is proper pursuant to 28 U.S.C. § 1391. Defendant is headquartered in this District. The events giving rise to Plaintiff's claims occurred within this District, and Defendants conduct business in this District.

PARTIES

3. Plaintiff Cheryl C. Bradley ("Plaintiff") is an individual currently residing in Centennial, Colorado. She was employed by Defendant as a Site Manager (otherwise known as a Managing Editor) from on or about June 2013 through on or about February 2015, and, pursuant to 29 U.S.C. § 216(b), has consented in writing to being a Plaintiff in this action. *See*

Ex. A.

4. Defendant Vox Media, Inc., d/b/a SB Nation (“Vox”) is a Delaware corporation headquartered in the District of Columbia, and operating nationwide. Vox maintains hundreds sports websites affiliated with its business division known as “SB Nation.”

5. Defendant employs individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person, as required by 29 U.S.C. §§ 206-207.

6. Defendant’s annual gross volume of business exceeds \$500,000.

CLASS DEFINITIONS

7. Plaintiff brings Counts I and II of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b) as a collective action on behalf of herself and the following class of potential opt-in litigants:

All current or former Site Managers, Managing Editors and similar employees who performed work in the United States for Vox Media, Inc. in its SB Nation business division within the past three years (the “FLSA Class”).

8. Plaintiff reserves the right to redefine the FLSA Class prior to notice or class certification, and thereafter, as necessary.

FACTS

9. Defendant Vox, is a media corporation which operates and maintains media websites, including approximately 319 sports websites affiliated with its business division known as SB Nation.

10. On August 14 and 15, 2017, the sports website Deadspin published a pair of articles concerning Vox’s treatment of its Site Managers and other content creator employees,

which included negative feedback from many such employees concerning Vox's pay practices.¹

11. On or about June 1, 2013, Plaintiff signed a "Blogger Agreement," attached hereto as Exhibit B, which to the extent lawful, governed the terms of the relationship between Plaintiff and Vox.

12. From approximately June 2013 through February 2015, Plaintiff served as a Site Manager for Vox's "Mile High Hockey," website.

13. Plaintiff's Blogger Agreement obligated Plaintiff to create content to place on Vox's SB Nation website known Mile High Hockey.² Blogger Agreement at A-1.

14. Mile High Hockey is SB Nation's website for the Colorado Avalanche, a professional ice hockey team, which is part of the National Hockey League ("NHL").

15. During Plaintiff's employment at Vox, among other duties, Plaintiff regularly published approximately five or six articles per week (more during peak times), managed other writers (including by relaying Vox directives from NHL League Manager Travis Hughes), edited and approved new writers' articles, monitored search engine optimization data, and managed comment sections and Fan Post articles on the Mile High Hockey website.

16. While Site Manager, Plaintiff regularly worked thirty (30) to forty (40) hours per week, and was compensated at a rate of \$125 per month.

17. During peak times, such as near NHL trade, draft and free-agency deadlines, or when Plaintiff was understaffed, Plaintiff worked in excess of forty (40) hours per week, and as

¹ See "How SB Nation Profits Off an Army of Exploited Workers," *available at*: <http://deadspin.com/how-sb-nation-profits-off-an-army-of-exploited-workers-1797653841> (last accessed August 25, 2017); "SB Nation Bosses, Current And Former Workers Discuss Pay, Management, And More In Emails And Leaked Memos," *available at*: <http://deadspin.com/sb-nation-bosses-current-and-former-workers-discuss-pa-1797868635> (last accessed August 25, 2017).

² <https://www.milehighhockey.com/> (last accessed 8/31/2017)

much as fifty (50) hours per week.

EMPLOYMENT RELATIONSHIP

18. Federal courts weigh several non-exclusive factors in order to determine whether, as a matter of “economic reality,” an employment relationship exists. *See, e.g., Morrison v. Int’l Programs Consortium, Inc.*, 253 F.3d 5, 11 (D.C. Cir. 2001) (“we ask ‘whether the alleged employer (1) had the power to hire and fire the employees, (2) supervised and controlled employee work schedules or conditions of employment, (3) determined the rate and method of payment, and (4) maintained employment records.’” (Citation omitted; quoting *Henthorn v. Department of Navy*, 29 F.3d 682, 684 (D.C.Cir.1994))). “Depending on the circumstances, the inquiry should not be limited to these factors.” *Ivanov v. Sunset Pools Mgmt. Inc.*, 567 F. Supp. 2d 189, 194 (D.D.C. 2008).

19. In *Donovan v. DialAmerica Mktg., Inc.*, 757 F.2d 1376, 1382 (3d Cir. 1985) the Court of Appeals for the Third Circuit considered the following factors:

- 1) the degree of the alleged employer's right to control the manner in which the work is to be performed;
- 2) the alleged employee's opportunity for profit or loss depending upon his managerial skill;
- 3) the alleged employee's investment in equipment or materials required for his task, or his employment of helpers;
- 4) whether the service rendered requires a special skill;
- 5) the degree of permanence of the working relationship;
- 6) whether the service rendered is an integral part of the alleged employer's business.

Vox Had the Power to Hire and Fire Employees

20. Vox, per League Manager Travis Hughes, interviewed Plaintiff for employment as Site Manager for Denver Cutthroats. Mr. Hughes hired Plaintiff as Site Manager.

21. On one occasion on or about February 2015, a staff writer for Mile High Hockey wrote an article which expressed the opinion that Vox’s target audience on their sports sites (i.e.,

SB Nation) was men. Before even consulting Plaintiff, NHL League Manager Hughes immediately deleted the post and banned the staff writer from SB Nation.

22. Plaintiff later defended the staff writer to Mr. Hughes. Less than one week later, Hughes fired Plaintiff from her position as Site Manager under false pretexts, revoking all access to the Mile High Hockey website.

Vox Supervised and Controlled Plaintiff's Work Schedules and

Conditions of Employment

23. Vox required Plaintiff, whether personally or through her supervision of staff writers, to cover each of the Colorado Avalanche's games, and "post a post-game/event commentary/recap, ideally immediately following the completion of any game/event, but in all cases within six (6) hours of the end of each game/event (including pre-season and post-season), or no later than 9 a.m. Eastern Time the morning following the game/event, whichever is earlier." Blogger Agreement at A-1.

24. Plaintiff frequently personally wrote recaps and previews for the Avalanche's games.

25. Vox maintained control over the manner in which Plaintiff performed her services.

26. Despite the fact that the Blogger Agreement purported to allow Plaintiff "editorial control over the Work Product," Vox maintained complete authority to "edit any Work Product, add content to the Site, and/or take down any Work Product or the Site in its entirety, within [its] reasonable business judgment." Blogger Agreement at ¶ 3(d).

27. On occasion, Vox actually exercised its control to edit the work product of Site Managers, for example when content was deemed to be controversial.

28. Vox retained “exclusive control and decision-making authority regarding any and all revenue-generating opportunities with respect to the Site.” Blogger Agreement at ¶ 3(e).

29. For purposes of enhancing SB Nation’s web search rankings, and therefore its advertising revenue, Plaintiff was required to add certain search terms to her articles, title articles in a certain way, and write at least 150 characters in each article.

30. While employed and for six months thereafter, Plaintiff was prohibited from providing writing or editing services to SB Nation’s prime competitors, Bleacher Report and ESPN. Blogger Agreement at ¶ 7.

31. On an ongoing basis, as a Site Manager at SB Nation, Vox required Plaintiff to watch training videos.

Vox Determined Plaintiff’s Rate and Method of Payment;

Plaintiff Had No Opportunity for Profit or Loss

32. During her employment within SB Nation as a Site Manager, Plaintiff possessed no opportunity for profit or for loss, but rather was paid a flat \$125 per month regardless of Vox’s profitability or how many hours she worked.

33. No matter how many articles Plaintiff created for SB Nation or how high quality those articles were, Plaintiff would only receive a low set monthly compensation. Blogger Agreement at A-2.

34. Plaintiff assigned to Vox, “all rights, title, and interest in and to any work product [he] created...including all copyrights, trademarks and other intellectual property rights embodied therein.” Blogger Agreement at ¶ 3(b).

35. Plaintiff did not share in Vox’s advertising revenue.

36. Vox did not allow Plaintiff to advertise her brand or her content.

37. When Plaintiff received inquiries for advertising on Mile High Hockey, she was required to by Vox, and did, refer the inquiries to her League Manager.

Plaintiff's Investment of Equipment or Materials

38. Plaintiff was not required to invest in equipment or materials with respect to her employment at Vox. Plaintiff merely used her existing home computers and smart phone to perform services for Vox.

Plaintiff's Services Required No Special Skill

39. Plaintiff's services required no special skill. For example, no specific academic qualifications were required to be a Site Manager, much less a college degree. No specific professional experience was required of Plaintiff.

The Degree of Permanence of the Relationship

40. Plaintiff's employment with Vox was in the nature of a permanent relationship. Plaintiff signed successive annual Blogger Agreements and regularly worked 30-40 hours a week or more for Vox's SB Nation.

Plaintiff's Services Were An Integral Part of Vox's Business

41. Vox is a media company and its SB Nation division is in the business of sports media. Vox and SB Nation's very business could not exist without the content created by its writers, including Plaintiff and other Site Managers. Indeed, the content created by its writers constitutes the entirety of the product offered by SB Nation. Without the existence of such content, advertisers would not pay Vox to advertise on SB Nation sites.

42. As a matter of economic reality, Plaintiff was dependent on Vox for income, and therefore was an employee of Vox. Given the number of hours Plaintiff worked for Vox, the possibility of outside employment was heavily curtailed.

43. Defendants do not maintain accurate records of the actual hours that Plaintiff and Class Members worked each workday and the total hours worked each workweek as required by the FLSA. *See* 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c) (requiring employers to maintain payroll records for three years and time sheets for two years, including the exact number of hours worked each day and each week).

44. Vox knew or should have known that Plaintiff and Class Members were not exempt from the FLSA's minimum wage or overtime requirements.

45. Vox is a sophisticated multi-national business worth approximately \$1 Billion. Vox has access to knowledgeable human resource specialists and competent labor counsel.

46. Defendant has acted willfully and with reckless disregard of clearly applicable FLSA provisions by failing to compensate Plaintiff and the Classes with pay of at least \$7.25 per hour, as required by 29 U.S.C. § 206(a).

47. Defendant has acted willfully and with reckless disregard of clearly applicable FLSA provisions by failing to compensate Plaintiff and the Classes for all hours worked in excess of forty (40) during the workweek at a rate of not less than one and one half (1.5) times the minimum wage, as required by 29 U.S.C. §§ 206(a), 207(a).

COLLECTIVE ACTION ALLEGATIONS

48. Plaintiff brings this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the Classes defined above.

49. Plaintiff desires to pursue her claims on behalf of herself and any individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

50. Plaintiff and the FLSA Class are "similarly situated," as that term is used in 29 U.S.C. § 216(b), because, *inter alia*, all such individuals worked pursuant to Vox's previously

described common pay practices and, as a result of such practices, were not paid the full and legally mandated overtime premium for hours worked over forty (40) during the workweek. Resolution of this action requires inquiry into common facts, including, *inter alia*, Defendants' common compensation, timekeeping, and payroll practices.

51. Specifically, Vox paid Plaintiff and the FLSA Class on a monthly basis, but failed to pay Plaintiff and the FLSA Class at least the minimum wage required by 29 U.S.C. § 206(a), and failed to pay overtime at time and a half (1 ½) the employee's regular rate (not to fall below \$7.25 per hour) as required by the FLSA for all hours worked in excess of forty (40) per workweek.

52. The similarly situated employees are known to Vox, are readily identifiable, and may be located through Vox business and human resource records.

53. Vox employs many FLSA Class Members. These similarly situated employees may be readily notified of this action through direct U.S. mail and/or other appropriate means, and allowed to opt into it pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for overtime compensation, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

COUNT I
Minimum Wage Violation, 29 U.S.C. § 206(a)
(On Behalf of the FLSA Class)

54. All previous paragraphs are incorporated as though fully set forth herein.

55. The FLSA requires that covered employees be compensated for all hours worked at a rate of not less than \$7.25 per hour. *See* 29 U.S.C. § 206(a)(1).

56. Vox is subject to the wage requirements of the FLSA because Vox is an "employer" under 29 U.S.C. § 203(d).

57. At all relevant times, Vox is an “employer” engaged in interstate commerce and/or in the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203.

58. During all relevant times, Plaintiffs and the FLSA Class are covered employees entitled to the above-described FLSA’s protections. *See* 29 U.S.C. § 203(e).

59. Plaintiff and the FLSA Class are not exempt from the requirements of the FLSA. Plaintiff and the FLSA Class are entitled to be paid for all hours worked at a rate of not less than \$7.25 per hour, pursuant to 29 U.S.C. § 206(a)(1).

60. Vox’s compensation scheme applicable to Plaintiff and the FLSA Class failed to comply with 29 U.S.C. § 206(a)(1).

61. Vox knowingly failed to compensate Plaintiff and the FLSA Class for all hours worked at a rate of not less than \$7.25 per hour, in violation of 29 U.S.C. § 206(a)(1).

62. Vox also failed to make, keep, and preserve records with respect to Plaintiff and the FLSA Class sufficient to determine their wages, hours, and other conditions of employment in violation of the FLSA. 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c).

63. In violating the FLSA, Vox acted willfully and with reckless disregard of clearly applicable FLSA provisions.

64. Pursuant to 29 U.S.C. § 216(b), employers such as Vox, who intentionally fail to pay an employee wages in conformance with the FLSA shall be liable to the employee for unpaid wages, liquidated damages, court costs and attorneys’ fees incurred in recovering the unpaid wages.

COUNT II
Overtime Violation, 29 U.S.C. § 207(a)
(On Behalf of the FLSA Class)

65. All previous paragraphs are incorporated as though fully set forth herein.

66. The FLSA requires that covered employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one and one-half (1 ½) times the regular rate at which he is employed, not to fall below 1 ½ times the minimum wage. *See* 29 U.S.C. §§ 206(a)(1), 207(a)(1).

67. Vox is subject to the wage requirements of the FLSA because Vox is an “employer” under 29 U.S.C. § 203(d).

68. At all relevant times, Vox is an “employer” engaged in interstate commerce and/or in the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203.

69. During all relevant times, Plaintiff and the FLSA Class are covered employees entitled to the above-described FLSA’s protections. *See* 29 U.S.C. § 203(e).

70. Plaintiff and the FLSA Class are not exempt from the requirements of the FLSA. Plaintiff and the FLSA Class are entitled to be paid overtime compensation for all hours worked over forty (40) in a workweek pursuant, not to fall below 1 ½ times the minimum wage. *See* 29 U.S.C. §§ 206(a)(1), 207(a)(1).

71. Defendants’ compensation scheme applicable to Plaintiff and the FLSA Class failed to comply with 29 U.S.C. §§ 206(a)(1), 207(a)(1).

72. Vox knowingly failed to compensate Plaintiff and the FLSA Class at a rate of one and one-half (1 ½) times their regular hourly wage for hours worked in excess of forty (40) hours per week, not to fall below 1 ½ times the minimum wage, in violation of 29 U.S.C. §§ 206(a)(1),

207(a)(1).

73. Vox also failed to make, keep, and preserve records with respect to Plaintiff and the FLSA Class sufficient to determine their wages, hours, and other conditions of employment in violation of the FLSA. 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c).

74. In violating the FLSA, Vox acted willfully and with reckless disregard of clearly applicable FLSA provisions.

75. Pursuant to 29 U.S.C. § 216(b), employers such as Vox, who intentionally fail to pay an employee wages in conformance with the FLSA shall be liable to the employee for unpaid wages, liquidated damages, court costs and attorneys' fees incurred in recovering the unpaid wages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief on behalf of herself and all others similarly situated:

- a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);
- b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential FLSA Class members;
- c. Back pay damages (including unpaid minimum wages and overtime compensation) and prejudgment interest to the fullest extent permitted under the law;
- d. Liquidated damages to the fullest extent permitted under the law;
- e. Litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the law; and
- f. Such other and further relief as this Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury for all issues of fact.

Dated: September 1, 2017

Respectfully Submitted,



Judith Szynter (Bar No. 982325)

Stephen J. Holroyd*

Marc. L. Gelman*

James E. Goodley*

JENNINGS SIGMOND, P.C.

1835 Market Street, Suite 2800

Philadelphia, PA 19103

Telephone: (215) 351-0641/0670/0623/0613

jszynter@jslex.com

sholroyd@jslex.com

mgelman@jslex.com

jgoodley@jslex.com

Attorneys for Plaintiff and the FLSA Class

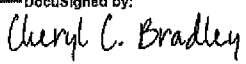
** Application for Admission to this Court to
be Filed*

OPT-IN CONSENT FORM

Bradley, on behalf of herself and those similarly situated v. Vox Media, Inc., d/b/a SB Nation,

United States District Court for the District of Columbia

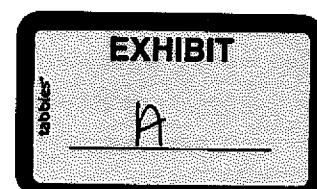
Pursuant to 29 U.S.C. § 216(b), the undersigned consents to become a party plaintiff in the above-captioned Fair Labor Standards Act case and to be bound by judgment of the court.

DocuSigned by:

3BF0F4DF87744A6...

Signature

Cheryl C. Bradley

Name



**VOX MEDIA, INC.
BLOGGER AGREEMENT**

THIS BLOGGER AGREEMENT (the "Agreement") is made by and between **VOX MEDIA, INC.**, a Delaware corporation ("Vox Media"), and Cheryl Bradley an individual ("Blogger"), effective as of June 1, 2013 (the "Effective Date").

RECITALS

WHEREAS, Vox Media and Blogger desire to enter into a Blogger Agreement under which Blogger will provide services to Vox Media and receive the compensation described herein.

NOW THEREFORE, the parties agree as follows:

1. Engagement. Vox Media engages Blogger to perform, and Blogger agrees to perform, the blogging services specified in Exhibit A (collectively, the "Services") for the web site specified in Exhibit A (the "Site"), and to create the Work Product (as defined below in Section 3(b)).

2. Compensation. As compensation in full for the performance of the Services, Blogger will be compensated as set forth on Exhibit A hereto. Blogger will perform the Services at its own expense and using its own resources and equipment. For purposes of clarification, Vox Media will be responsible for all costs related to the hosting of the Site.

3. Intellectual Property Rights

(a) Site. As between the parties, Vox Media shall own and retain all right, title, and interest in and to the Site, including, without limitation, the domain name of the Site (including any and all credit for traffic thereto), the Site's "look and feel" and any branding or content contained on the Site (including but not limited to the right to register and use the name of the Site or any variation thereof as a Twitter username).

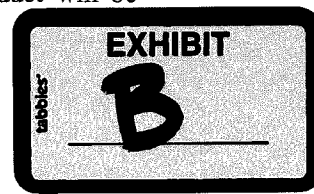
(b) Work Product. Blogger assigns to Vox Media all right, title, and interest in and to any work product created by Blogger, or to which Blogger contributes, pursuant to this Agreement (collectively, the "Work Product"), including all copyrights, trademarks and other intellectual property rights embodied therein. Blogger will sign any additional documents that may be reasonably necessary to effect such assignment.

(c) License to Blogger. Notwithstanding Vox Media's ownership of the Work Product, Vox Media grants to Blogger a non-exclusive, royalty-free, worldwide, irrevocable, perpetual license to use, publish, distribute and reproduce the Work Product in any print, terrestrial or satellite radio, or broadcast television publication, so long as such publication provides attribution to Vox Media (*i.e.*, credits Vox Media or the Site as the original publication location, in mutually agreeable language), provided that such publication is made at least ninety (90) days after the first publication date of the Work Product under this Agreement. For purposes of clarification, Blogger acknowledges that Vox Media, as the owner of the Work Product, may also use, publish, distribute and reproduce the Work Product in these media, and retain any revenue generated thereby.

(d) Editorial Control. Blogger shall exercise editorial control over the Work Product, including content Blogger posts to the Site; provided, however, that Blogger agrees to (i) post only content that is relevant for the audience and topic of the Site; (ii) abide by the Vox Media's Terms of Use, Privacy Policy and Blogger Guidelines & Policies (as attached as Exhibit B hereto), and as any of such may be updated by Vox Media from time to time; and (iii) consider in good faith any recommendations or suggestions made by Vox Media concerning such content. Blogger understands that Vox Media may edit any Work Product, add content to the Site, and/or take down any Work Product or the Site in its entirety, within the reasonable business judgment of Vox Media.

(e) Monetization of Site. For the avoidance of doubt, the parties agree that Vox Media shall have exclusive control and decision-making authority regarding any and all revenue-generating opportunities with respect to the Site.

4. Representations and Warranties. Blogger represents and warrants that: (a) the Work Product will not violate or infringe upon (i) any copyright, patent, or trademark right; (ii) any other proprietary or other right of any third party, including but not limited to any third party rights to privacy or publicity; or (iii) any other applicable law or regulation; of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law; (b) Blogger has the right and authority to enter into this Agreement and to assign the Work Product to Vox Media as set forth in Section 3, (c) Blogger will comply with the terms of this Agreement, and (d) the Work Product will be



created pursuant to the Blogger Guidelines & Policies as may be updated by Vox Media from time to time.

5. Relationship of Parties. Blogger's relationship with Vox Media is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Blogger will not be entitled to any of the benefits that Vox Media may make available to its employees. Blogger is not authorized to make any representation, contract, or commitment on behalf of Vox Media unless specifically requested or authorized in writing to do so by a Vox Media officer. Blogger is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of fees under this Agreement. No part of Blogger's compensation will be subject to withholding by Vox Media for the payment of any social security, federal, state, or any other employee payroll taxes. Vox Media will regularly report amounts paid to Blogger by filing Form 1099-MISC with the Internal Revenue Service as required by law.

6. Confidential Information. Unless authorized by Vox Media, Blogger agrees to hold all Confidential Information in the strictest confidence, not to disclose Confidential Information to any third parties, and to use Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. "Confidential Information" shall mean all information, excluding information available from the public domain, disclosed by Vox Media to Blogger related to the current, future, and proposed business, products, and services of Vox Media. For purposes of clarification, Blogger will treat any and all terms of Blogger's relationship with Vox Media, financial or otherwise, as Confidential Information, and will not disclose any such information to any other party whatsoever (including but not limited to other bloggers who may be associated or affiliated with Vox Media).

7. No Conflict of Interest. Blogger is not subject to, and will not accept, any obligation that is inconsistent or incompatible with Blogger's obligations under this Agreement. Blogger has the right to provide blogging services to others during the Term as long as: (a) such other engagement or performance does not interfere in any way with the timely and professional performance of the Services to Vox Media; (b) such other engagement or performance does not compromise Vox Media's

Confidential Information; (c) Blogger does not post Work Product on Blogger's own personal website or provide Work Product to any third party websites (however, Blogger may provide a link from Blogger's own personal website to Site); and (d) any blogging services that Blogger provides to a third party cannot be identical or substantially similar to, or relate to the Subject (as defined in Exhibit A hereto) of the Work Product provided to Vox Media.

8. Term and Termination

(a) Term. The initial term of this Agreement is for one (1) year from the Effective Date, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew on its anniversary date, for one year terms, unless Vox Media provides written notice of its intent not to renew the Agreement at least fifteen (15) days prior to any such anniversary date.

(b) Termination. Either party may terminate this Agreement (i) immediately in the event of a material breach by the other party, which breach remains uncured for a period of ten (10) days after written notice of such breach is delivered to the breaching party, or (ii) for convenience upon thirty (30) days' written notice to the other party. Vox Media shall pay any amounts owed to Blogger as of the date of termination promptly after termination of this Agreement. For purposes of clarification, it is mutually understood that an isolated failure to fulfill the Services requirements as set forth on Exhibit A shall not constitute a material breach of this Agreement, whereas a pattern of failures to fulfill the Services requirements as set forth on Exhibit A would constitute a material breach of this Agreement and, unlike other material breach situations, would entitle Vox Media to immediately terminate this Agreement without any cure period.

(c) Survival. The rights and obligations contained in Sections 3 ("Intellectual Property Rights"), 4 ("Representations and Warranties"), 6 ("Confidential Information"), 8(c) ("Survival"), and 9 ("Miscellaneous") will survive any termination or expiration of this Agreement.

9. Miscellaneous

(a) Assignment. Blogger may not subcontract or otherwise delegate its obligations under this Agreement without Vox Media's prior written consent. Any attempted assignment in violation of this Section shall be void and without effect. Subject to the foregoing, this Agreement shall

benefit and bind the parties' successors and permitted assigns.

(b) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered by email to your League Manager, with a copy to writercare@sbnation.com, except that any notice of termination shall be provided by both email and either registered or certified mail, return receipt requested, postage prepaid; or overnight mail with a nationally-recognized courier, specifying next day delivery (to the address set forth on the signature page hereof). All notices to Blogger shall be sent to the address or email as provided by Blogger to Vox Media; Blogger shall promptly notify Vox Media of any changes to Blogger's personal data and information. Contact information may be changed by notice as provided herein. Notice shall be deemed effectively given: (i) when sent by confirmed email; (ii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after deposit with a nationally-recognized overnight courier, specifying next day delivery with written verification of receipt.

(c) Governing Law. This Agreement shall be governed in all respects by the laws of the State of Delaware as such laws are applied to agreements

entered into and to be performed entirely within Delaware between Delaware residents. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the District of Columbia and federal courts in the District of Columbia, for any disputes arising out of or relating to this Agreement.

(d) Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

(e) Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

(f) Entire Agreement. This Agreement, as well as all Exhibits hereto, the Privacy Policy and Terms of Use (each as may be updated from time to time), constitutes the entire agreement between the parties relating to this subject matter and supersede all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VOX MEDIA, INC.

Signature: Lauren S. Fisher

Printed Name: Lauren Fisher

Title: Vice President & General Counsel

Address: 1740 N Street, NW
Washington, DC 20036

E-mail: Lauren@voxmedia.com

BLOGGER

Signature: Cheryl C. Bradley
Cheryl C. Bradley (Jul 2, 2013)

Printed Name: Cheryl C. Bradley

Address: 3307 S Hannibal St
Aurora, CO 80013

E-mail: bchnsnwgirl@gmail.com

EXHIBIT A
Blogger Services

SITE: www.milehighhockey.COM

SUBJECT: Colorado Avalanche hockey ("Subject")

SERVICES:

Blogger shall develop and post on the Site content specific to and related to the Subject of the Site. At a minimum, Blogger shall:

- post Work Product in the form of a new, original, proofread and copy-edited (for spelling and/or grammar) blog entry or news story that contains some form of multimedia content (i.e., photo or video) to the Site at least five (5) times per week;
- post a post-game/event commentary/recap, ideally immediately following the completion of any game/event, but in all cases within six (6) hours of the end of each game/event (including pre-season and post-season), or no later than 9 a.m. Eastern Time the morning following the game/event, whichever is earlier, for any game played by the sports team or athlete that is the subject of the Site;
- post a game/event-day open-thread on each day that the sport, league, or sports team that is the subject of the Site has a scheduled game, match, or event (including pre-season and post-season);
- post Work Product in the form of new, original, proofread and copy-edited (for spelling and/or grammar) Tweets and/or Facebook entries to Site accounts on Twitter and Facebook, respectively, at least five (5) times per week (this Service may be conducted by Blogger or Blogger's designee);
- monitor Site's account on Facebook to ensure Work Product that appears on Site is linked to from Site's Facebook page within four (4) hours of original posting of Work Product on Site (this Service may be conducted by Blogger or Blogger's designee);
- monitor Site's Twitter account to ensure frequent activity and tweeting (this Service may be conducted by Blogger or Blogger's designee);
- attach appropriate player, team and event tags to all stories;
- mark appropriate stories for syndication partners via the "submit for distribution" tool;
- work collaboratively with Vox Media management to maximize audience engagement and revenue generation in association with the Site;
- promote Site through social media and other tools, including Site accounts on Twitter and Facebook;
- work in good faith with Vox Media management and designees to maximize synergy, crossover and growth of the overall Vox Media network;
- reply within timely manner to all inquires from Vox Media management and its designees;
- participate in live or periodic Vox Media conference call updates (not to exceed ninety (90) minutes in the aggregate per calendar quarter); and

- complete all assignments in a timely fashion, make best efforts to ensure that the Site is properly and frequently updated, and notify League Manager and find another blogger/staff member to cover the assignment in the event that Blogger is unable to do so.

Lead Blogger: Blogger shall act as lead blogger for the Site ("Lead Blogger.") As Lead Blogger, Blogger shall offer guidance, insight and mentoring to contributors. Blogger shall also provide assignments to contributors, and ensure assignments are completed properly.

Service Outage/Suspension: Vox Media may suspend or cancel operation of the Site at any time for any reason (such as reasons of safety, security, etc.) at Vox Media's sole discretion. In the event of an outage or suspension of the Site that is not under Blogger's control, Blogger will not be deemed in violation of the Services requirement set forth above due to Blogger's inability to meet such obligations, provided that Blogger resumes provision of the Services promptly following resumption of the operation of the Site.

COMPENSATION

Vox Media will pay Blogger a stipend of one hundred twenty five dollars (\$ 125) per month, payable on a monthly basis. From time to time, in the sole discretion of Vox Media: (a) Vox Media may reassess the stipend based on relative traffic to the Site, growth of traffic and pageviews to the Site, Blogger's tenure with Vox Media, and the quality of Blogger's Work Product; and (b) Vox Media may pay bonuses to Blogger.

EXHIBIT B
Blogger Guidelines & Policies

1. Content which demeans any group based on race, sex, age, sexual orientation or religious beliefs is absolutely prohibited by the bloggers or users.
2. Content should be new and original and not plagiarized from any other source. If content is used from another source it should be quoted and linked back to.
3. Privacy is of the utmost importance for our users, even those engaging in trolling. You should never publish any intellectual property or private information publicly. We have developed tools to deal with excessive trolling.
4. Profanity will happen on occasion. We understand that's part of the deal with sports fans, but please refrain from excessive or gratuitous profanity and keep the profanity completely out of any headlines, including FanPosts.
5. Threats of physical violence, even in jest, are not acceptable in any context.
6. We prefer that politics be left for political blogs, but if you are going to bring it up be prepared for the backlash against whatever political beliefs you might have. It's probably best left off our blogs. This is probably a good philosophy to take with religion too.
7. Every community should have clear community guidelines which every member of the community should be aware and respect and abide by.

EXHIBIT C

Blogger Data

Legal Name: Cheryl C Bradley

Primary Email Address: bchnsnwgirl@gmail.com

Address: 3307 S Hannibal St, Aurora, CO 80013

Blogger Cell Phone: 949-275-6700

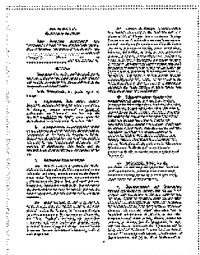
Alternative Phone:

Blog Name/URL: www.milehighhockey.com

Blogger SSN: [REDACTED]

Name or Business to Send Payments to (if different from name above):

Any changes to the information provided above shall be reported to your League Manager, with a copy to bloggeradmin@sbnation.com .








Mile High Hockey Lead Blogger Agreement

EchoSign Document History

July 02, 2013

Created: July 02, 2013
By: SB Nation Team Blogs Editorial Group
(TeamBlogEditorial@voxmedia.com)
Status: SIGNED
Transaction ID: VE6PKG5W6E4A4S

“Mile High Hockey Lead Blogger Agreement” History

-  Document created by SB Nation Team Blogs Editorial Group (TeamBlogEditorial@voxmedia.com)
July 02, 2013 - 11:09 AM EDT - IP address: 38.88.32.98
-  Document emailed to Cheryl C. Bradley (bchnsnswgirl@gmail.com) for signature
July 02, 2013 - 11:22 AM EDT
-  Document viewed by Cheryl C. Bradley (bchnsnswgirl@gmail.com)
July 02, 2013 - 11:22 AM EDT - IP address: 198.45.18.20
-  Document esigned by Cheryl C. Bradley (bchnsnswgirl@gmail.com)
Signature Date: July 02, 2013 - 11:24 AM EDT - Time Source: server - IP address: 198.45.18.20
-  Signed document emailed to travis@sbnation.com, Cheryl C. Bradley (bchnsnswgirl@gmail.com) and SB Nation Team Blogs Editorial Group (TeamBlogEditorial@voxmedia.com)
July 02, 2013 - 11:24 AM EDT

CIVIL COVER SHEET

JS-44 (Rev. 6/17 DC)

I. (a) PLAINTIFFS CHERYL C. BRADLEY, individually and on behalf of all persons similarly situated (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>Arapahoe</u> (EXCEPT IN U.S. PLAINTIFF CASES)	DEFENDANTS VOX MEDIA, INC. d/b/a SB NATION COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ (IN U.S. PLAINTIFF CASES ONLY) <small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small>																												
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) Judith Szynter, Esquire Jennings Sigmond, P.C. 1835 Market Street, Suite 2800 Philadelphia, PA 19103 (215) 351-0641	ATTORNEYS (IF KNOWN)																												
II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY) <table style="width: 100%;"> <tr> <td><input type="radio"/> 1 U.S. Government Plaintiff</td> <td><input checked="" type="radio"/> 3 Federal Question (U.S. Government Not a Party)</td> </tr> <tr> <td><input type="radio"/> 2 U.S. Government Defendant</td> <td><input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III)</td> </tr> </table>	<input type="radio"/> 1 U.S. Government Plaintiff	<input checked="" type="radio"/> 3 Federal Question (U.S. Government Not a Party)	<input type="radio"/> 2 U.S. Government Defendant	<input type="radio"/> 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) FOR DIVERSITY CASES ONLY! <table style="width: 100%;"> <thead> <tr> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> </tr> </thead> <tbody> <tr> <td>Citizen of this State</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input type="radio"/> 6</td> </tr> </tbody> </table>		PTF	DFT		PTF	DFT	Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6
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Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6																								

IV. CASE ASSIGNMENT AND NATURE OF SUIT

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

<input type="radio"/> A. Antitrust <input type="checkbox"/> 410 Antitrust	<input type="radio"/> B. Personal Injury/Malpractice <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Medical Malpractice <input type="checkbox"/> 365 Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Product Liability	<input type="radio"/> C. Administrative Agency Review <input type="checkbox"/> 151 Medicare Act <u>Social Security</u> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <u>Other Statutes</u> <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 890 Other Statutory Actions (If Administrative Agency is Involved)	<input type="radio"/> D. Temporary Restraining Order/Preliminary Injunction Any nature of suit from any category may be selected for this category of case assignment. *(If Antitrust, then A governs)*
<input type="radio"/> E. General Civil (Other) OR <input type="radio"/> F. Pro Se General Civil			
<u>Real Property</u> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <u>Personal Property</u> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<u>Bankruptcy</u> <input type="checkbox"/> 422 Appeal 27 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <u>Prisoner Petitions</u> <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee -- Conditions of Confinement <u>Property Rights</u> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent -- Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<u>Federal Tax Suits</u> <input type="checkbox"/> 870 Taxes (US plaintiff or defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609 <u>Forfeiture/Penalty</u> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <u>Other Statutes</u> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 430 Banks & Banking Rates/etc. <input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)

<input type="radio"/> G. Habeas Corpus/ 2255 <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> H. Employment Discrimination <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation) <i>*(If pro se, select this deck)*</i>	<input type="radio"/> I. FOIA/Privacy Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act) <i>*(If pro se, select this deck)*</i>	<input type="radio"/> J. Student Loan <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input checked="" type="radio"/> K. Labor/ERISA (non-employment) <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ref. Inc. Security Act	<input type="radio"/> L. Other Civil Rights (non-employment) <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> M. Contract <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> N. Three-Judge Court <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

V. ORIGIN
☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify)
 ☐ 6 Multi-district Litigation
 ☐ 7 Appeal to District Judge from Mag. Judge
 ☐ 8 Multi-district Litigation – Direct File

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)
 Fair Labor Standards Act, 29 U.S.C. §201 et seq., unpaid minimum wages, overtime

VII. REQUESTED IN COMPLAINT	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 <input type="checkbox"/>	DEMAND \$ _____	JURY DEMAND: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Check YES only if demanded in complaint			

VIII. RELATED CASE(S) IF ANY	(See instruction)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If yes, please complete related case form
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DATE: 09/01/2017	SIGNATURE OF ATTORNEY OF RECORD:
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INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII. RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania

CHERYL C. BRADLEY, individually and on behalf of al
persons similarly situated,

Plaintiff(s)

v.

VOX MEDIA, INC., d/b/a SB Nation

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* VOX MEDIA, INC.
by and through its registered agent
CORPORATION SERVICE COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Judith Sznyter
JENNINGS SIGMOND, P.C.
1835 Market Street, Suite 2800
Philadelphia, PA 19103

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former SB Nation Team Site Manager Claims Vox Media Considerably Underpays Workers](#)
