CARROLL, KELLY, TROTTER, FRANZEN, McBRIDE & PEABODY
MICHAEL TROTTER (SBN 139034)
mitrotter@cktfmlaw.com
DAVID P. PRUETT (SBN 155849)
dppruett@cktfmlaw.com
111 West Ocean Boulevard, 14th Floor
Post Office Box 22636
Long Beach, California 90801-5636
Telephone No. (562) 432-5855 / Facsimile No. (562) 432-8785

Attorneys for Plaintiff, LINDA HALL, individually and on behalf of all others similarly situated

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LINDA HALL, individually and on behalf of all others similarly situated, Plaintiff, vs. TIME, INC., a Delaware corporation; MEREDITH CORP., an Iowa corporation; and DOES 1-100, inclusive Defendants.	CASE NO.: 8:19-CIV-1153 **CLASS ACTIONCOMPLAINT FOR:** **1. VIOLATIONS OF CLAIFORNIA'S UNFAIR COMPETITION LAW (BUSINESS AND PROFESSIONS CODE §§ 17200-17204);** **2. VIOLATIONS OF CALIFORNIA PENAL CODE § 496 (THEFT);** **3 CONVERSION** ASSIGNED FOR ALL PURPOSES TO JUDGE: DEPARTMENT:

Plaintiff Linda Hall ("Plaintiff"), on behalf of herself and all others similarly situated, alleges:

INTRODUCTION & OVERVIEW OF CLAIMS

1. Plaintiff brings this class action on behalf of herself and a class of others similarly situated consisting of all persons in California who, within the applicable statute of limitations, purchased magazine subscriptions sold or marketed by Defendants and were automatically enrolled for future magazine

subscriptions without their consent ("Class Members"). Plaintiff alleges claims for (1) violations of California's Unfair Competition Law, California Business and Professions Code section 17200, et seq. ("UCL"), based on Defendants' violation of California's Automatic Renewal Law, California Business and Professions Code section 17600, et seq. ("ARL"), (2) violations of California Penal Code section 496, and (3) conversion.

2. During the Class Period, Defendants made automatic renewal or continuous service offers to consumers in California and in doing so, violated the ARL as follows:

(1). At the time of making the automatic renewal or continuous service offers, Defendants failed to present the automatic renewal offer terms or continuous service offer terms in visual proximity to the request for consent to the offer before the subscription or purchasing agreement was fulfilled in violation of section 17602(a)(l);

(2). charging Plaintiffs and Class Members' credit or debit cards, or third-party accounts without first obtaining their affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms in violation of section 17602(a)(2);

(3). failing to provide an acknowledgment that included the automatic renewal or continuous service offer terms, cancellation policy, and information explaining how to cancel in a manner that is capable of being retained by the consumer in violation of section 17602(a)(3); and

(4). failing to provide online purchasers with the ability to terminate the purchases online.

3. Based upon Defendants' violations of the ARL, all magazines sent to Plaintiff and Class Members under the automatic renewal or continuous service agreements are deemed to be an unconditional gift without any obligation

whatsoever on the part of Plaintiff and Class Members pursuant to section 17603 of the ARL.

4. Based upon Defendants' violations of the ARL Plaintiff, on behalf of herself and Class Members, seek damages, restitution, restitutionary disgorgement, injunctive relief, equitable relief, treble damages, punitive damages and reasonable attorneys' fees and costs.

JURISDICTION AND VENUE

5. This Court has diversity jurisdiction over this class action pursuant to 28 U.S.C. section 1332 as amended by the Class Action Fairness Act of 2005 because the amount in controversy exceeds five million dollars ($5,000,000.00), exclusive of interest and costs, and is a class action in which some members of the class are citizens of different states than Defendants. (28 U.S.C. §1332(d)(2)(A).)

6. This Court has personal jurisdiction over Defendants because Defendants currently do business in this state.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in this District.

PARTIES

8. Plaintiff is an individual who currently resides in the County of Orange, State of California

9. Defendant Meredith Corporation ("Meredith") is, according to its website, https://www.meredith.com, the largest magazine company in the world. Meredith is an Iowa corporation with its headquarters in Des Moines, Iowa. Meredith publishes, markets and sells magazines and magazine subscriptions in the United States and California.

10. Defendant Time, Inc. ("Time") is a Delaware corporation with its principal executive office and headquarters in New York and its principal office in the State of California located in Los Angeles, California. Time is a subsidiary of Meredith Corporation. Time publishes, markets and sells magazine subscriptions in

the United States and California.

11. The true names and capacities of the Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

12. At all relevant times, each and every Defendant was acting as an agent, co-venturer, co-conspirator, partner or facilitator of the other Defendants and was acting within the course and/or scope of said relationship with the knowledge or consent of each of the Defendants. The acts and/or omissions herein alleged were known to, or ratified by, each of the other Defendants.

CALIFORNIA'S AUTOMATIC RENEWAL LAW

13. The ARL became operative on December 1, 2010. The Legislature stated intent for enacting the ARL was to "end the practice of ongoing charges to consumers' credit or debit cards or third-party payment accounts without the consumers' explicit consent for ongoing shipments of a product or ongoing deliveries of service." (ARL § 17600.)

14. Section 17602(a) of the ARL makes it unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:

(1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, to the request for consent to the offer.

(2) Charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the

agreement containing the automatic renewal offer terms or continuous service offer terms.

(3) Fail to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer.

15. Section 17601(a) defines the term "Automatic renewal" as a "plan or arrangement in which a paid subscription or purchasing agreement is automatically renewed at the end of definite term for a subsequent term."

16. Pursuant to section 17603: "In any case in which a business sends any goods, wares, merchandise, or products to a consumer, under a continuous service agreement or automatic renewal of a purchase, without first obtaining the consumer' s affirmative consent as described in Section 17602, the goods, wares, merchandise, or products shall for all purposes be deemed an unconditional gift to the consumer, who may use or dispose of the same in any manner he or she sees fit without any obligation whatsoever on the consumer's part to the business, including. But not limited to, bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the business."

FACTUAL BACKGROUND

17. On or about 2017, Plaintiff received an Instagram offering Plaintiff a subscription to People Magazine. The offer stated in part:

"People Magazine Subscription

www.magazinestore

magazine store"

(Exh. A [Exh. B is an enlargement of Exh. A and includes color contrasts not visible on Exh. A.].)

18. Time publishes People Magazine and the "magazine store" is operated and controlled by Meredith.

19. The subscription offer to Plaintiff included a "checkout now" prompt and immediately above the "checkout now" prompt, the screen stated, "All magazine subscriptions will automatically renew annually." There is no information on the screen pertaining to the acceptance or rejection of the automatic renewal and there is no prompt or feature on the screen which operates to obtain the subscriber's affirmative consent to automatic renewals. (Exh. A p. 1; Exh. B p. 2.)

20. If the "checkout now" prompt is selected, a second screen is activated which requires the potential subscriber to provide sales information including "YOUR ORDER INFORMATION" and "SELECT PAYMENT METHOD." (Exh. A pp. 2-3; Exh. B pp. 3-4.)

21. Near the end of the second screen on a yellow background, the screen states:

> "Automatic Renewal Notice. After your initial term your magazine subscription will automatically renew annually until you tell us to stop. You will receive a reminder of the renewal approximately 30 days in advance. Your credit card or method of payment will be charged at the time of purchase and before the start of each new annual term at the rate stated in the notice. You can contact customer service or cancel at any time."

(Exh. A p. 4; Exh. B p. 5.)

22. There is no information on the second screen pertaining to the acceptance or rejection of the automatic renewal and there is no prompt or feature on the second screen which operates to obtain the subscriber's affirmative consent to automatic renewals.

23. At the end of the second screen and below the automatic renewal notice, the subscriber is provided with a prompt to "REVIEW YOUR ORDER" and below that a prompt to "submit order." (Exh. A p. 4; Exh. B pp. 5-6.)

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24. Plaintiff submitted her order for People Magazine and her account was debited for her initial subscription.

25. In or about September of 2018, near the end of Plaintiff's initial subscription, Plaintiff received a postcard from the Defendants. On the front side of the postcard in bold or capitalized print and contrasting colors, the postcard stated:

"Here's something to remember about your PEOPLE magazine service.

Less time at the newsstand means more time enjoying your favorite magazine. Subscriber information on reverse.

GET HUGE SAVINGS off the newsstand!"

(Exh. C p. 1.)

26. The "subscriber information" on the reverse side of the postcard stated:

"Important Advance Notice For Subscribers.

"We guarantee a hassle-free subscription. You'll never miss an issue. No renewal notices and no telemarketing calls. We do the work for you by automatically extending your subscription each year for as long as you want your selections.

"Your service includes convenient home delivery and huge savings off the newsstand price.

"We will send you a notice every year about your next subscription period and rates. We will send a notice that spells out: your low rate, your number of issues and when your account will be charged. If you don't wish to continue, you can simply cancel before your new term begins.

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"We guarantee you outstanding savings. As a Valued Subscriber, enjoy substantial savings off the cover price.

"Thank you for being a valued customer. We hope you have been enjoying your magazine service, as your complete satisfaction is our ultimate goal.

"For your convenience, we will continue to ensure that you don't receive extra unwanted mail - the multiple renewal notices that normally come with a subscription.

"Your PEOPLE subscription will continue for the next term of issues using the account number you agreed to be billed. You will be billed or charged $67.50 for a total of 54 issues, which will run from 12/10/18-11/26/19. If you wish to discontinue, call 1-800-541-9000 by 10/2/18 and no charge will appear. Cancel any time after you have been charged and receive a refund of unserved issues based on your total term of service. As long as you are satisfied, your subscription will continue through our open-ended, customer-friendly subscription method - automatic renewal. Of course, we will always send you a courtesy reminder before the start of a new term. Remember, you can always look for the expiration date of your current term on your magazine label.

We hope you enjoy PEOPLE and look forward to serving you in the future. Please keep this notice as a reminder for upcoming charges."

(Exh. C p. 2.)

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27. On October 14, 2018, Time debited Plaintiff's account in the amount of$67.50. The point of sale on Plaintiff's bank account statement states: "TME*PEOPLE MAGAZINE" (spelling original) 800-541-9000 NY."

DEFENDANTS' AUTOMATIC RENEWAL PROGRAM

28. The automatic renewal program implemented by Defendants is a computerized program which operates uniformly in violation of California's automatic renewal law which requires Defendants to (1) request the purchaser' s consent to an automatic renewal and (2) to obtain the purchaser's affirmative consent to an automatic renewal or continuous service offer. The Defendants' uniform computer program does neither, as illustrated by the following allegations:

(1). Plaintiff's initial subscription was solicited through an Instagram on Plaintiffs iPhone. Exhibit A represents the actual size of Plaintiff's iPhone and Defendants' offer. Exhibit B is an enlargement of Exhibit A with color contrasts that are not visible on Exhibit A. On the first page of Exhibit A (Exh. B p. 2), the purchaser is told that "All magazine subscriptions will automatically renew annually." There is no request for consent to the automatic renewal as required by section l 7602(a)(l) and the automatic renewal does not require the purchaser's affirmative consent as required by section l 7602(a)(2). The only prompt is the "checkoutnow" prompt which, if selected, takes the consumer to a second screen.

(2). The second screen also includes an automatic renewal on a yellow background which states:

"Automatic Renewal Notice. After your initial term your magazine subscription will automatically renew annually until you tell us to stop. You will receive a reminder of the renewal approximately 30 days in advance. Your credit card or method of payment will be charged at the time of purchase and before the start of each new

annual term at the rate stated in the notice. You can contact customer service or cancel at any time."

There is no request for consent to the automatic renewal on the second screen as required by section 17602(a)(l) and the automatic renewal notice does not include a feature whereby the Defendants obtain the consumer' s affirmative consent as required by section 17602(a)(2).

(3). After the automatic renewal notice on the second screen, the solicitation contains a "submit order" prompt which, if selected, completes the consumer's order and implements the automatic renewal. Below the submit order prompt, the program also tells the consumer "[w]elcometo the Magazine.store".

(4). The "Magazine.store" is not a business entity. It is a name, designation and websitedomain created by Meredith to market and sell magazine subscriptions and to enroll consumers in automatic renewal programs in violation of California's automatic renewal law pursuant to a uniform and systematic computerized program designed, implemented and controlled by Meredith which enrolls consumers in automatic renewal programs without requesting their consent and without obtaining their affirmative consent in violation of sections 17602(a)(l) and 17602(a)(2) of the ARL and thereafter debiting or charging their bank, credit or third-party accounts in violation of section 17603. Defendants have implemented and maintained these practices on a uniform and ongoing basis.

(5). A Google search for magazines published by Time or Meredith link to the Magazine.store and a Google search for Time or Meredith contains links to magazines and those links connect the user to the Magazine.store. Irrespective of the links used, the computerized program implemented by Defendants includes an automatic renewal

for every magazine published by Defendants without requesting the consumer's consent and without obtaining the consumer's affirmative consent. (An example of the automatic renewals implemented by Meredith as viewed on a computer screen is attached as Exhibit D.) With respect to the ARL, all subscription solicitations violate sections 17601(a)(l) and 17601(a)(2) because they do not request the consumer's consent and obtain the consumer's affirmative consent.

29. The Defendants' automatic renewal of Plaintiff's subscription was unlawful, including the following violations of the ARL:

(1). Defendants failed to "present the automatic renewal offer in visual proximity ... to the request for consent to the offer" as required by section 17602(a)(l) because Defendants did not request Plaintiff's consent to the offer;

(2). Defendants failed to obtain Plaintiff's affirmative consent to the automatic renewal in violation of section 17602(a)(2);

(3). Defendants unlawfully debited Plaintiff's account because Defendants' violations of sections 17602(a)(l) and (a)(2) resulted in an "unconditional gift" of future publications to Plaintiff without "any obligation whatsoever" on her part pursuant to section 17603;

(4). Defendants' postcard to Plaintiff violated § 17602(a)(3) because Plaintiff did not affirmatively consent to an automatic renewal and Defendants could not send Plaintiff an acknowledgement of an obligation which did not exist; and

(5). Defendants' acknowledgement failed to provide Plaintiff with the ability to cancel the automatic renewal online.

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CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a class action pursuant to Rule 23(a) of the Federal Rules of Civil Procedure. The proposed Class (the "Class") that Plaintiff seeks to represent is composed of and defined as:

> **"All persons within California who, within the applicable statute of limitations period, purchased a subscription to any magazine published, marketed or sold by Defendants which included an "Automatic Renewal" as defined by§ 17601(a)."**

31. Excluded from the Class are governmental entities, Defendants, any entity in which Defendants have a controlling interest, and Defendant's officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, assigns, individuals bound by any prior settlement, and any judge, justice, or judicial officer presiding over this matter.

32. This action is brought as a class action pursuant to the provisions of Federal Rule of Civil Procedure 23(a)(l)-(4) and 23(b)(l)-(3). This action satisfies the numerosity, typicality, adequacy, predominance and superiority requirements of those provisions.

33. The Class is so numerous that the individual joinder of all of its members is impractical. While the exact number and identities of Class members are unknown to Plaintiff at this time, Plaintiff is informed and believes the Class includes hundreds of thousands of members. Plaintiff alleges that the Class may be ascertained by the records maintained by Defendants. (Fed. 2 R. Civ. P. 23(a)(l))

34. Common questions of fact and law exist as to all members of the Class that predominate over any questions affecting only individual members of the Class. These common legal and factual questions, which do not vary from

class member to class member, and which may be determined without reference to the individual circumstances of any class member, include, but are not limited to, the following:

i. Whether during the Class Period Defendants failed to present the automatic renewal offer terms, or continuous service offer terms, in a clear and conspicuous manner before the subscription was purchased and in visual proximity to the request for consent to the offer in violation of Cal. Bus. & Prof Code§ 17602(a)(l);

ii. Whether during the Class Period Defendants enrolled Plaintiff and Class Members in an automatic renewal or continuous service program without first obtaining their affirmative consent to the automatic renewal offer terms or continuous service offer terms in violation of Cal. Bus. & Prof. Code §17602(a)(2);

iii. Whether during the Class Period Defendants failed to provide an acknowledgement that included the automatic renewal or continuous service offer terms, cancellation policy, and information on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members, in violation of Cal. Bus. & Prof. Code § 17602(a)(3);

iv. Whether Plaintiff and the Class Members are entitled to restitution or disgorgement of money paid in accordance with the unconditional gift provision in section 17603;

v. Whether Plaintiff and Class Members are entitled to restitution pursuant to the UCL;

vi. Whether Plaintiff and Class Members are entitled to injunctive relief under the UCL;

vii. Whether Plaintiff and Class Members are entitled to attorneys' fees and costs; and

viii. Whether Plaintiff and Class Members are entitled to punitive damages. (Fed. R. Civ. P. 23(a)(2))

35. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and all members of the Class have sustained injury arising out of Defendants' common course of conduct. (Fed. R Civ. P. 23(a)(3).)

36. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions. (Fed. R. Civ. P. 23(a)(4).)

37. A class action is superior to other available methods of fair and efficient adjudication of this controversy, since individual litigation of the claims of all Class members is impracticable and unduly burdensome. Individualized litigation would also present the possibility of varying, inconsistent, or contradictory judgments and would delay and increase the expense to all parties and to the court system resulting from multiple trials of the same factual issues. (Fed. R. Civ. P. 23(b)(3).)

38. The prosecution of separate actions by thousands of individual Class members would create the risk of inconsistent or varying adjudications with respect to, among other things, the need for and the nature of proper notice, which Defendants must provide to all Class members. (Fed. R. Civ. P. 23(b)(l)(A).)

39. The prosecution of separate actions by individual class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of the other Class members not parties to such adjudications or that would substantially impair or impede the ability of such non-party Class members to protect their interests. (Fed. R. Civ. P. 23(b)(l)(B).)

40. Defendants have acted or refused to act in respects generally applicable to the Class, thereby making appropriate final injunctive relief with regard to the members of the Class as a whole. (Fed. R. Civ. P. 23(b)(2))

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FIRST CAUSE OF ACTION

VIOLATION OF THE UNFAIR COMPETITION LAW

(UNLAWFUL OR UNFAIR BUSINESS PRACTICES)

(By Plaintiff, on her own behalf and on behalf of the Class, against All Defendants)

41. Paragraphs 1-40 are alleged and incorporated herein by reference.

42. During the Class Period, Defendants committed unlawful and/or unfair business acts or practices by violating sections 17602(a)(l), 17602(a)(2) and 17602(a)(3) of the ARL.

43. Plaintiff has standing to pursue this claim because she suffered injury in fact and has lost money or property as a result of Defendants' action. As alleged herein, when Defendants violated the ARL, future magazines shipped to Plaintiff pursuant to the automatic renewal were "deemed an unconditional gift" to Plaintiff by Defendants and Plaintiff was entitled to receive the magazines from Defendants "without any obligation whatsoever" pursuant to section 17604 of the ARL. Defendants violated section 17604 and Plaintiff lost money as a result of Defendants' unlawful or unfair conduct when Defendants debited Plaintiffs account.

44. As a direct and proximate result of Defendants' unlawful and/or unfair business acts or practices described herein, Defendants have received, and continue to hold, unlawfully obtained money belonging to Plaintiff and Class Members in the form of payments made for subscriptions which were automatically renewed.

45. Plaintiff and similarly-situated Class Members are entitled to restitution and disgorgement of all monies paid by Class Members under the automatic renewals during the Class period.

46. Plaintiff and Class Members are entitled to injunctive relief enjoining Defendants from violating the ARL.

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47. Plaintiff has assumed the responsibility of enforcement of the laws and public policies specified herein by suing on behalf of herself and Class Members. Plaintiff's success in this action will enforce important rights affecting the public interest and an award of reasonable attorneys' fees is requested.

48. Plaintiff, on behalf of herself and Class Members, requests relief as described in the Prayer for Relief.

SECOND CAUSE OF ACTION

VIOLATION OF THE CALIFORNIA PENAL CODE SECTION 496 (THEFT BY FALSE AND FRAUDULENT REPRESENTATION(S) OR PRETENSE)

(By Plaintiff, on her own behalf and on behalf of the Class, against All Defendants)

49. Paragraphs 1-48 are alleged and incorporated herein by reference.

50. Penal Code section 496 states in part:

> "(a) Every person who . . . receives any property ... that has been obtained in any manner constituting theft . . . knowing the property to be so . . . obtained, or who withholds, or aids in. withholding any property from the owner, knowing the property to be so ... obtained, shall be punished [description of criminal punishments].
>
> "(c) Any person who has been injured by a violation of subdivision ... may bring an action for three times the amount of actual damages ... costs of suit, and reasonable attorney's fees."

51. Theft, as described in penal code section 484, subdivision (a) includes the following:

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> "Every person ... who shall knowingly and designedly, by any false or fraudulent representation or pretense, defraud any other person of money ... is guilty of theft."

52. Plaintiff alleges that her property and the property of class members was obtained by Defendants in a manner constituting theft or was withheld from Plaintiff and the class members by Defendants with the knowledge that the property had been obtained in a manner constituting theft.

53. Defendants created, implemented and/or participated in a systematic and uniform scheme to obtain money by unlawful means through a series of unlawful acts based upon false representations or pretenses based upon the following allegations in their entirety or in part:

(1) Defendants unlawfully enrolled consumers in their automatic renewal program without requesting their consent or obtaining their affirmative consent in violation of section 17602 of the ARL;

(2) In furtherance of their violation of section 17602 of the ARL, Defendants created and implemented the false pretense to consumers that consumers were obligated to pay for all magazines shipped prior to cancellation contrary to section 17603 of the ARL which provides that all merchandise sold pursuant to an unlawful automatic renewal "shall for all purposes be deemed an unconditional gift to the consumer." (Italics added.);

(3) In furtherance of their violation of section 17602 of the ARL and in furtherance of and as part of their scheme to unlawfully enroll consumers in their automatic renewal program and to obtain money from consumers, Defendants debited or charged consumer accounts on the false pretense that consumers were validly enrolled in the Defendants' automatic renewal program and the consumer's enrollment in the automatic renewal program legally allowed

Defendants to debit or charge their accounts;

(4) In furtherance of their violation of sections 17602 and 17603 of the ARL, Defendants refused to return money to consumers for merchandise shipped prior to cancellation based on the false pretense that consumers were legally obligated to pay for merchandise shipped by Defendants prior to cancellation.

(5) Defendants' collection of money from consumers for merchandise shipped prior to the consumer's request for cancellation was a systematic practice applied uniformly to all consumers and was based upon the Defendants' uniform and false pretense to all consumers that Defendants were entitled to keep the money debited for magazines shipped prior to cancellation, even though Defendants knew that upon cancellation, all consumers were entitled to a complete refund of all monies pursuant to the ARL.

(6) Those consumers who requested cancellation and were not given a full refund are an identifiable sub-class which satisfies the numerosity, typicality, adequacy, predominance and superiority requirements of the Federal Rules of Civil Procedure.

54. As a result of Defendants' unlawful conduct, Plaintiff and class members who did not cancel their subscriptions prior to Defendants' shipment of merchandise were damaged by their loss of money obtained or withheld by Defendants in furtherance of a scheme and artifice to obtain and withhold money based upon false representations and pretenses.

THIRD CAUSE OF ACTION

CONVERSION

(By Plaintiff, on her own behalf and on behalf of the Class, against All Defendants)

55. Paragraphs 1-54 are alleged and incorporated herein by reference.

56. With respect to consumers who were unlawfully enrolled in Defendants' automatic renewal programs and who were debited or charged and did not cancel prior to Defendants' shipment of magazines and were therefore unlawfully charged, Defendants' collection and retention of money resulted in the wrongful exercise of dominion over property belonging to Plaintiff and Class Members.

57. As a result of Defendants' conduct, Plaintiff and class members lost money and were therefore damaged.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

1. That the Court determine that this action may be maintained as a class action, and define the Class as requested herein or upon other definitions that may be proposed;

2. That the Court find and declare that Defendants have violated section l 7602(a)(l) by failing to present the automatic renewal offer terms, or continuous service offer terms, in a clear and conspicuous manner and in visual proximity to the request for consent to the offer before the subscription was purchased;

3. That the Court find and declare that Defendants have violated section 17602(a)(2) by enrolling and charging Plaintiff and Class Members without first obtaining their affirmative consent to the automatic renewal offer terms or continuous service terms;

4. That the Court find and declare that Defendants have violated section 17602(a)(3) by failing to provide an acknowledgement that includes the automatic renewal or continuous service offer terms, cancellation policy and information on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members;

5. That the Court find and declare that Defendants have violated the UCL and committed unfair and unlawful business practices by violating the ARL;

6. That pursuant to the UCL, the Court award to Plaintiff and Class Members restitution and disgorgement of all monies received by Defendants pursuant to automatic renewals of all magazines published, sold or marketed by Defendants during the Class Period;

7. That the Court find that Plaintiff and Class Members are entitled to injunctive relief, including a permanent injunction restraining Defendants from enrolling California consumers in an automatic renewal or continuous service program without first requesting and obtaining their affirmative consent;

8. For damages on the Second and, Third Causes of Action;

9. For treble damages on the Second Cause of Action;

10. For punitive damages on the Third Cause of Action;

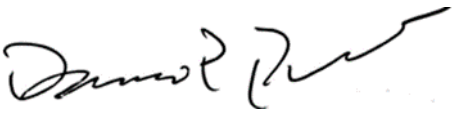
11. That Plaintiff and the Class be awarded reasonable attorneys' fees and costs pursuant to California Code of Civil Procedure§ 1021.5, and/or other applicable law;

12. For interest; and

13. That the Court award such other and further relief as this Court may deem appropriate.

DATED: June 7, 2019

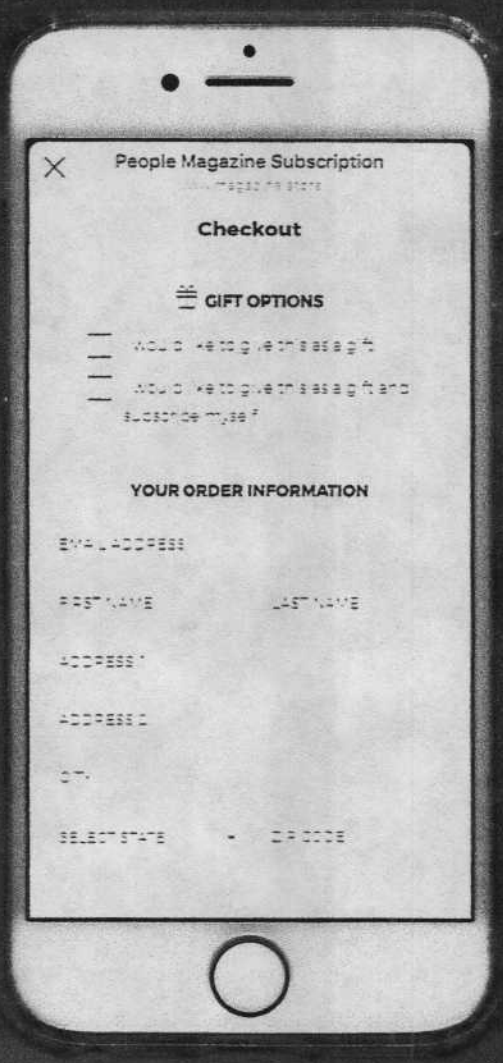
CARROLL, KELLY, TROTTER, FRANZEN, McBRIDE & PEABODY

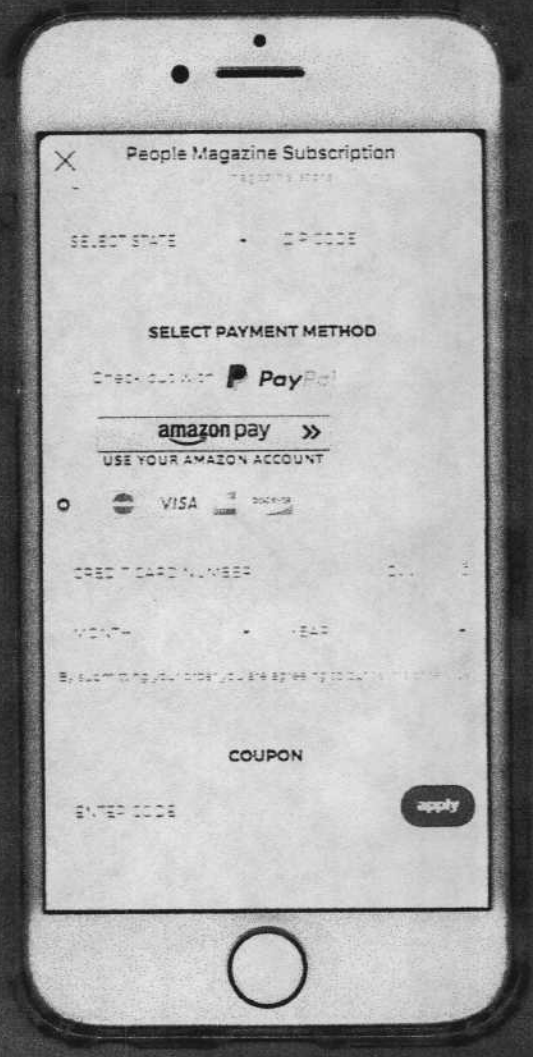
By: 

MICHAEL TROTTER
DAVID P. PRUETT
Attorneys for Plaintiff,
LINDA HALL, individually and
behalf of all others similarly situated

EXHIBIT A

People Magazine Subscription
magazine store
PEOPLE
OFFICIAL STORE
FREE TOTE!
$ 40.00
40 Issues
Gift Options Available
checkout now


People Magazine Subscription
Checkout
GIFT OPTIONS
YOUR ORDER INFORMATION


People Magazine Subscription
SELECT PAYMENT METHOD
PayPal
amazon pay
USE YOUR AMAZON ACCOUNT
VISA
COUPON
apply

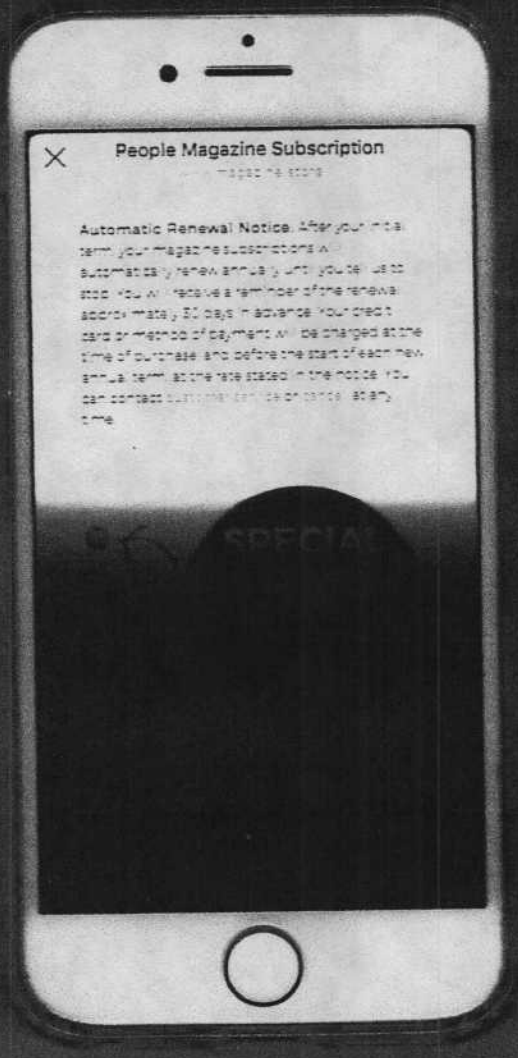

People Magazine Subscription
Automatic Renewal Notice.

EXHIBIT B

VZW 2:13 AM 98%

People Magazine Subscription

www.magazine.store

magazine store

Home / Celebrity & Entertainment / PEOPLE

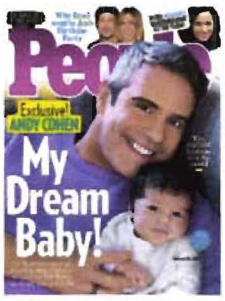
PEOPLE OFFICIAL STORE

Share 20K ★★★★★ 64 Reviews

◉ $ 40.00 40 Issues

Gift Options Available

weekly print subscription



VZW
2:14 AM
98%
People Magazine Subscription
www.magazine.store
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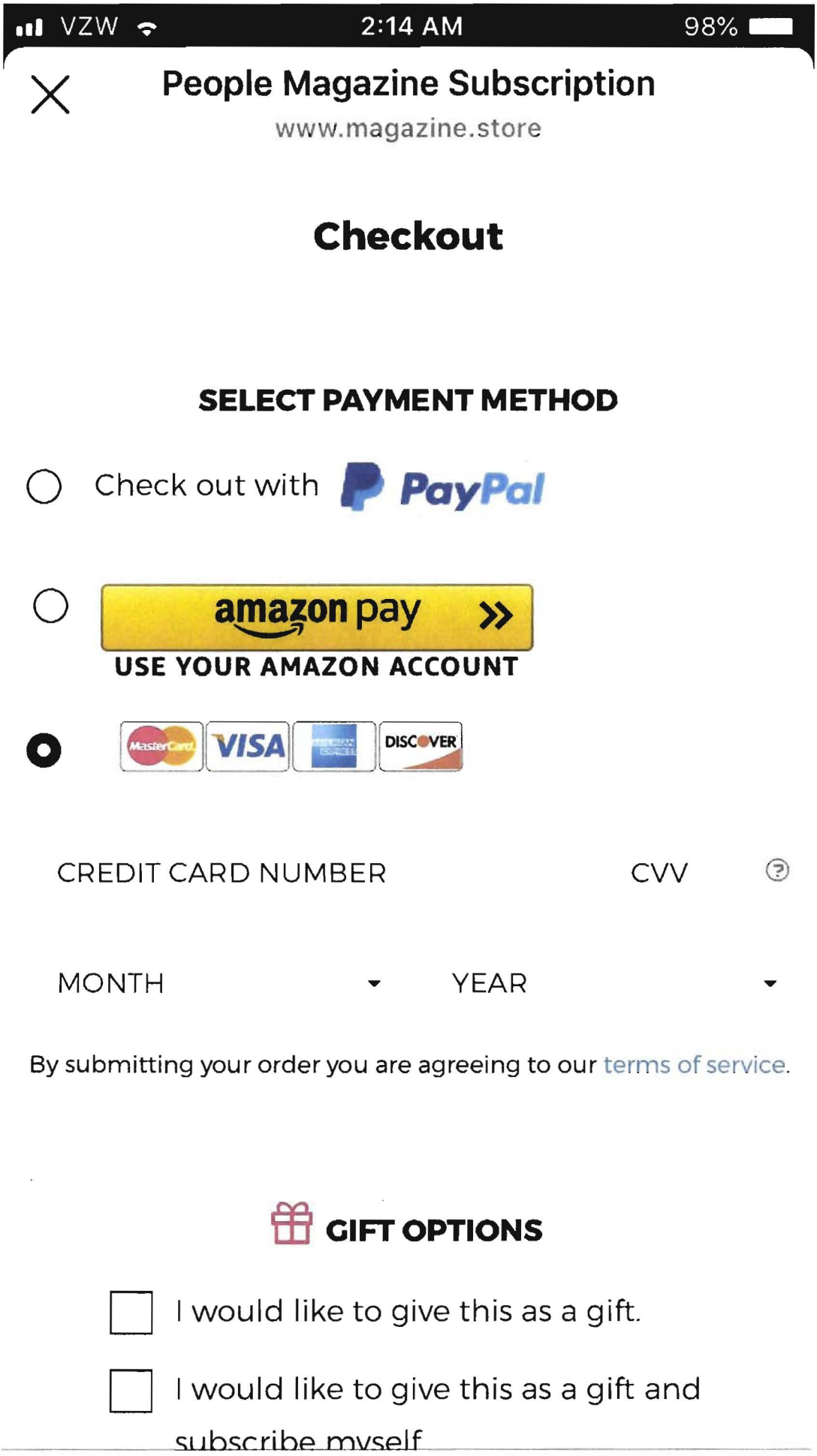
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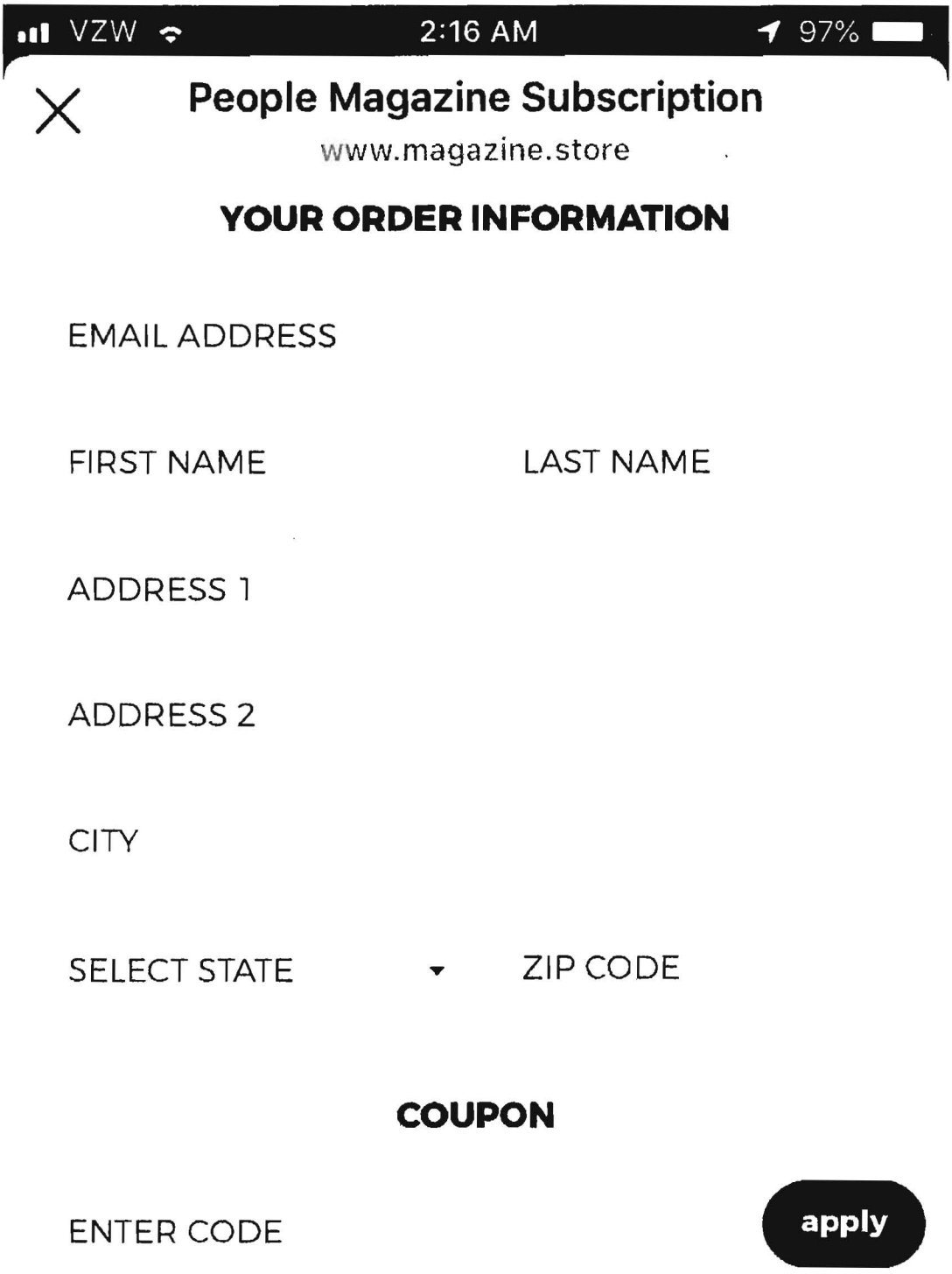
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- 40 Issues of PEOPLE (Print) $40.00

SUBTOTAL: $40.00

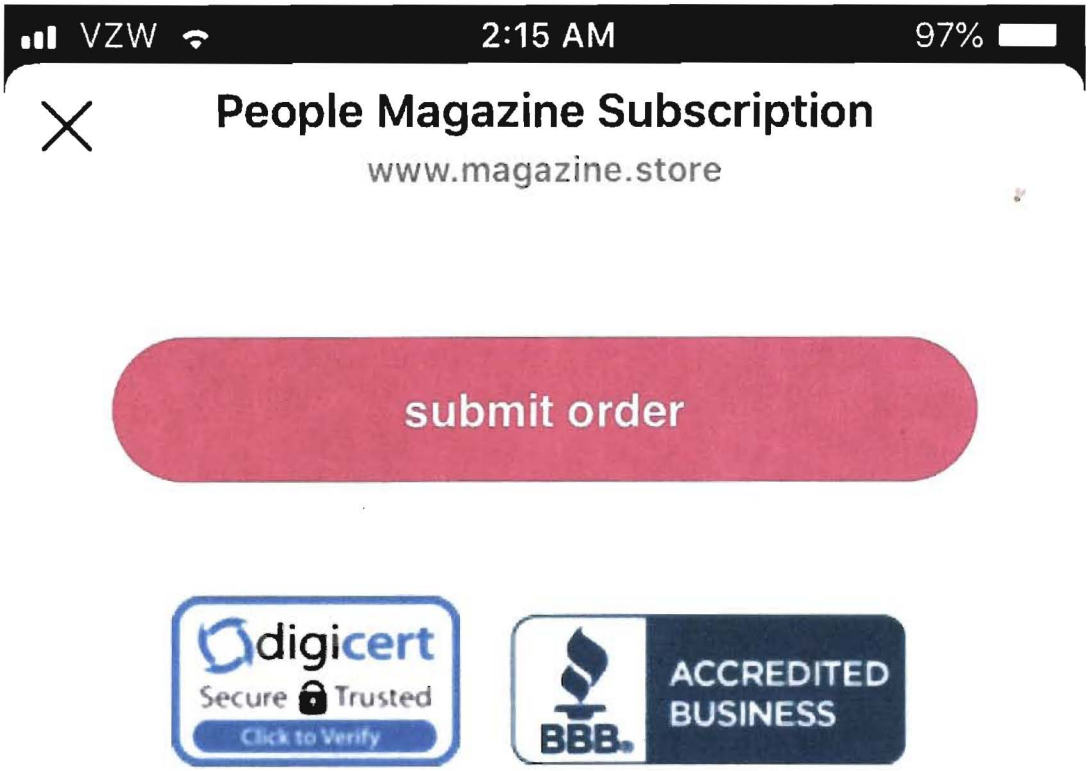

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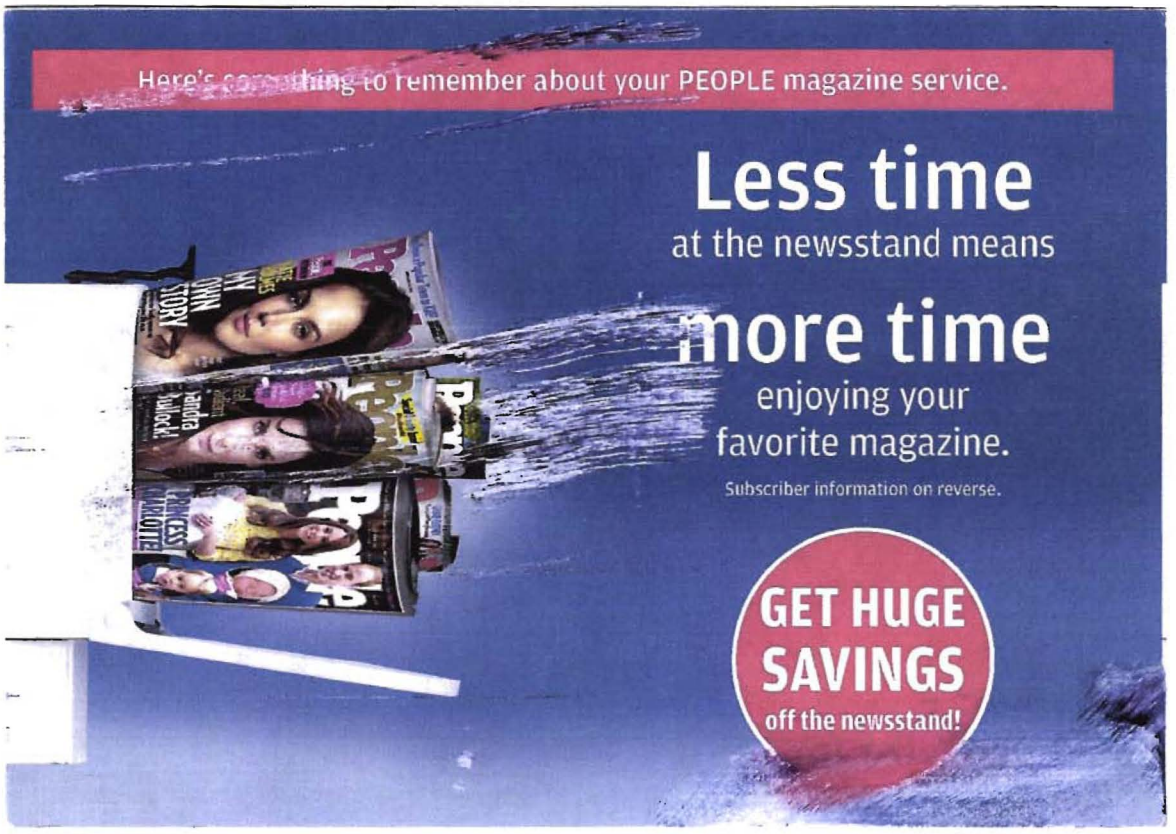
EXHIBIT C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☐	Diabetic Living	4 Issues	$9.99
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☐	Entertainment Weekly	46 Issues	$26.00
☐	Eat This, Not That!	4 Issues	$19.98
☐	Family Circle	12 Issues	$9.98

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address 2

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Select state

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Select the magazines you would like to receive for the introductory rate of up to 66% off the cover price by checking the boxes below.

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☐	Diabetic Living	4 Issues	$9.99
☐	Do It Yourself	4 Issues	$9.99
☐	EatingWell	10 Issues	$9.98
☐	Entertainment Weekly	46 Issues	$25.00
☐	Eat This, Not That!	4 Issues	$19.98
☐	Family Circle	12 Issues	$9.98
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☐	Fortune	14 Issues	$19.99
☐	Health	10 Issues	$10.00
☐	InStyle	12 Issues	$19.50
☐	Martha Stewart Living	10 Issues	$9.98
☐	Midwest Living	6 Issues	$9.99
☐	Money	11 Issues	$14.95
☐	Parents	12 Issues	$5.99

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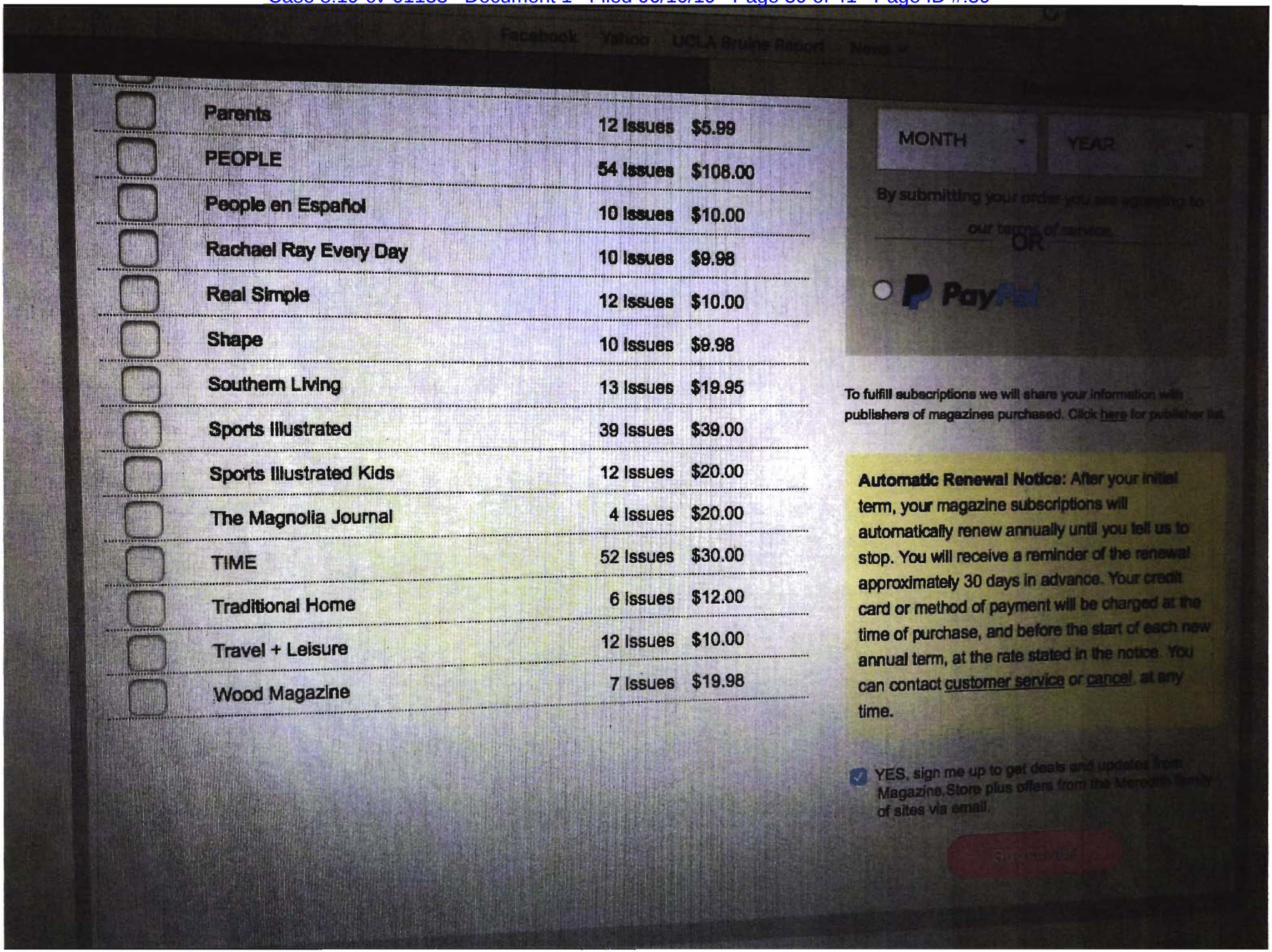
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