

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

KAZEROUNI LAW GROUP, APC

Abbas Kazerounian, Esq. (SBN: 249203)

ak@kazlg.com

Mona Amini, Esq. (SBN: 296829)

mona@kazlg.com

245 Fischer Avenue, Unit D1

Costa Mesa, CA 92626

Telephone: (800) 400-6808

Facsimile: (800) 520-5523

HYDE & SWIGART

Joshua B. Swigart, Esq. (SBN: 225557)

josh@westcoastlitigation.com

Sara Khosroabadi, Esq. (SBN: 299642)

sara@westcoastlitigation.com

2221 Camino Del Rio South, Suite 101

San Diego, CA 92108-3551

Telephone: (619) 233-7770

Facsimile: (619) 297-1022

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

**ABEL ABREGO,
INDIVIDUALLY AND ON
BEHALF OF ALL OTHERS
SIMILARLY SITUATED,**

Plaintiff,

v.

**BLIZZARD ENTERTAINMENT,
INC.,**

Defendant.

Case No.: '15CV0230 DMS JLB

**CLASS ACTION COMPLAINT
FOR DAMAGES, RESITUTION
AND INJUNCTIVE RELIEF FOR
VIOLATIONS OF:**

**(1) CALIFORNIA BUS. & PROF.
CODE §§ 17600, ET SEQ.**

**(2) CALIFORNIA BUS. & PROF.
CODE §§ 17200, ET SEQ.**

**(3) CALIFORNIA BUS. & PROF.
CODE §§ 17535, ET SEQ.**

JURY TRIAL DEMANDED

//

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT DI
COSTA MESA, CA 92626

INTRODUCTION

1. Plaintiff ABEL ABREGO (“Plaintiff”) brings this Class Action Complaint for damages, injunctive relief, and any other available legal or equitable remedies, resulting from the unlawful and deceptive business practices of BLIZZARD ENTERTAINMENT, INC. (“Defendant”) with regard to Defendant’s practice of making automatic renewal offers and continuous service offers, as those terms are defined by Cal. Bus. & Prof. Code § 17600, et seq. (“California’s Automatic Purchase Renewal Statute”), to California consumers and the general public in violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL") and Cal. Bus. & Prof. Code § 17535.
2. This action seeks to enjoin Defendant’s practice of making automatic renewal offers and continuous service offers, as those terms are defined by California’s Automatic Purchase Renewal Statute, to California and the general public, for Defendant’s commercial purposes and pecuniary gain.
3. Defendant’s automatic renewal and continuous service offers are a scheme carried out by Defendant which involves making money from California consumers through false, deceptive, and misleading means by charging California consumers for automatic renewal offers as California’s Automatic Purchase Renewal Statute defines that term, without the knowledge of those consumers, throughout the period covered by the applicable statute of limitations.
4. Defendant makes automatic renewal or continuous service offers to California consumers, including Plaintiff and putative class members, in violation of California’s Automatic Purchase Renewal Statute by:
 - a) Failing to present Defendant’s 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

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT DI
COSTA MESA, CA 92626

1 visual proximity, or in the case of an offer conveyed by voice, in
2 temporal proximity, to the request for consent to the offer, in violation
3 of Cal. Bus. & Prof. Code § 17600, et seq.

4 b) Charging the consumer’s credit or debit card or the consumer’s
5 account serviced by a third party for an automatic renewal or
6 continuous service without first obtaining the consumer’s affirmative
7 consent to the agreement containing the automatic renewal offer terms
8 or continuous service offer terms, in violation of Cal. Bus. & Prof.
9 Code § 17600, et seq.

10 c) Failing to provide an acknowledgment that includes the automatic
11 renewal or continuous service offer terms, cancellation policy, and
12 information regarding how to cancel in a manner that is capable of
13 being retained by the consumer; and/or where Defendant’s offer
14 includes a free trial, Defendant fails to disclose in the
15 acknowledgment how to cancel and allow the consumer to cancel
16 before the consumer pays for the goods or services, in violation of
17 Cal. Bus. & Prof. Code § 17600, et seq.

18 5. Plaintiff alleges as follows based upon information and belief, with the
19 exception of those allegations that pertain to Plaintiff, which Plaintiff allege
20 upon personal knowledge as to himself and his own acts and experiences.

21 6. Unless otherwise indicated, the use of any Defendant’s name in this
22 Complaint includes all agents, employees, officers, members, directors, heirs,
23 successors, assigns, principals, trustees, sureties, subrogees, representatives
24 and insurers of the named Defendant.

25 //
26 //
27 //
28 //

JURISDICTION AND VENUE

- 1
- 2 7. This Court has jurisdiction over this matter pursuant to the Class Action
- 3 Fairness Act (CAFA) because the matter in controversy in this matter
- 4 exceeds the sum or value of \$5,000,000 as to all putative Class members,
- 5 exclusive of attorneys’ fees and costs. 28 U.S.C. Sections 1332(d), 1453, and
- 6 1711-1715.
- 7 8. This Court also has diversity jurisdiction over this matter pursuant to 28
- 8 U.S.C. § 1332 in that Plaintiff is a resident and citizen of the State of
- 9 California while Defendant is a corporation incorporated under the laws of
- 10 the State of Delaware.
- 11 9. This Court has personal jurisdiction over Defendant because Defendant
- 12 conducts business in the County of San Diego, State of California. Therefore,
- 13 Defendant has sufficient minimum contacts with this state, and otherwise
- 14 purposely avails itself of the markets in this state through the promotion, sale,
- 15 and marketing of its products in this state, to render the exercise of
- 16 jurisdiction by this Court permissible under traditional notions of fair play
- 17 and substantial justice.
- 18 10. Venue is proper in the United States District Court for the Southern District
- 19 of California pursuant to 28 U.S.C. § 1391 for the following reasons: (i) At
- 20 all times mentioned herein, Plaintiff was a resident of the County of San
- 21 Diego, State of California, which is within this judicial district; (ii) the
- 22 conduct complained of herein occurred within this judicial district; and, (iii)
- 23 many of the acts and transactions giving rise to this action occurred in this
- 24 district because Defendant:
- 25 (a) is authorized to conduct business in this district and has
- 26 intentionally availed itself of the laws and markets within this
- 27 district;
- 28 (b) does substantial business within this district;

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

- 1 (c) is subject to personal jurisdiction in this district because it has
- 2 availed itself of the laws and markets within this district; and,
- 3 (d) the harm to Plaintiff occurred within this district.

PARTIES

- 4
- 5 11. At all times mentioned herein, Plaintiff was a citizen and resident of the
- 6 County of San Diego, State of California. Plaintiff is, and at all times
- 7 mentioned herein was, a natural person and a “consumer” for purposes of
- 8 Cal. Bus. & Prof. Code § 17601(d).
- 9 12. Plaintiff is informed and believes and thereon alleges that Defendant is, and
- 10 at all times mentioned herein was, a corporation incorporated under the laws
- 11 of the State of Delaware, with a headquarters in Irvine, California. Plaintiff
- 12 further alleges that all times relevant herein Defendant conducted business in
- 13 the State of California and in the County of San Diego, and within this
- 14 judicial district.

FACTUAL ALLEGATIONS

- 15
- 16 13. Plaintiff realleges and incorporates by reference all of the above paragraphs
- 17 of this Complaint as though fully stated herein.
- 18 14. At all times relevant, Defendant made and continues to make automatic
- 19 renewal offers and continuous service offers, as those terms are defined by
- 20 Cal. Bus. & Prof. Code § 17600, et seq. (“California’s Automatic Purchase
- 21 Renewal Statute”) to Plaintiff and other consumers similarly situated.
- 22 15. Sometime in 2013, Plaintiff opened an account on Defendant’s website and
- 23 purchased a subscription to play Defendant’s computer game, World of
- 24 Warcraft.
- 25 16. Several months later, Plaintiff became aware that his subscription was
- 26 automatically renewed and that Defendant had automatically charged his
- 27 credit card for the subscription to play Defendant’s computer game.
- 28

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT DI
COSTA MESA, CA 92626

1 17. At the time Plaintiff purchased the subscription, Defendant failed to present
2 Defendant’s automatic renewal offer terms or continuous service offer terms
3 in a clear and conspicuous manner, as defined by California’s Automatic
4 Purchase Renewal Statute, before the subscription or purchasing agreement
5 was fulfilled, and in visual or temporal proximity to Defendant’s request for
6 consent to the offer.

7 18. At the time Plaintiff purchased this subscription, Defendant charged Plaintiff
8 for an automatic renewal offer without first obtaining Plaintiff’s affirmative
9 consent to the agreement containing the automatic renewal offer terms or
10 continuous service offer terms.

11 19. At the time Plaintiff subscribed to Defendant’s services, Plaintiff was
12 subjected to Defendant’s unlawful policies and/or practices, as set forth
13 herein, in violation of Cal. Bus. & Prof. Code § 17600, et seq.

14 20. The material circumstances surrounding this experience by Plaintiff was the
15 same, or nearly the same, as the other class members Plaintiff proposes to
16 represent, and Plaintiff and all putative class members were required to pay,
17 and did pay, money for this subscription marketed and sold by Defendant.

18 **CLASS ACTION ALLEGATIONS**

19 21. Plaintiff brings this action, on behalf of himself and all others similarly
20 situated (“the Class”).

21 22. Plaintiff represents, and is a member of, the Class, consisting of:

22 All persons within California who purchased a subscription
23 from Defendant’s website as part of an automatic renewal plan
24 or continuous service offer for products and services from
25 Defendant within the four years prior to the filing of this
Complaint.

26 23. Defendant and its employees or agents are excluded from the Class. Plaintiff
27 does not know the number of members in the Class, but believes the Class
28 members number in the hundreds of thousands, if not more. Thus, this

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

1 matter should be certified as a Class action to assist in the expeditious
2 litigation of this matter.

3 24. There is a well-defined community of interest in the litigation, the proposed
4 class is easily ascertainable, and Plaintiff is a proper representative of the
5 Class because:

6 a. **Numerosity:** The potential members of the Class as defined are so
7 numerous and so diversely located throughout California, that joinder of
8 all the members of the Class impracticable. The class members are
9 dispersed throughout California. Joinder of all members of the proposed
10 class is therefore not practicable.

11 b. **Commonality:** There are questions of law and fact common to Plaintiff
12 and the Class that predominate over any questions affecting only
13 individual members of the Class. These common questions of law and
14 fact include, without limitation:

15 i) Whether Defendant charged Plaintiff and class members'
16 payment method for an automatic renewal or continuous service
17 without first obtaining Plaintiff's and class members' affirmative
18 consent to the agreement containing the automatic renewal offer
19 terms or continuous service offer terms;

20 ii) Whether Defendant's Terms and Conditions contains the
21 automatic renewal offer terms and/or continuous service offer
22 terms as defined by Cal. Bus. & Prof. Code § 17601;

23 iii) Whether Defendant failed to present the automatic renewal offer
24 terms or continuous service offer terms in a clear and
25 conspicuous manner before the subscription or purchasing
26 agreement was fulfilled, and in visual or temporal proximity to
27 the request for consent to the offer;

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

- 1 iv) Whether Cal. Bus. & Prof. Code § 17603 provides for restitution
- 2 for money paid by class members in circumstances where the
- 3 goods and services provided by Defendant are deemed an
- 4 unconditional gift;
- 5 v) Whether Plaintiff and the Class are entitled to restitution under
- 6 Cal. Bus. & Prof. Code §§ 17200-17203;
- 7 vi) Whether Plaintiff and class members are entitled to declaratory
- 8 relief, injunctive relief and/or restitution under Cal. Bus. & Prof.
- 9 Code § 17535, and,
- 10 vii) The proper formula(s) for calculating and/or restitution owed to
- 11 Class members.

12 c. **Typicality:** Plaintiff’s claims are typical of the claims of the Class.

13 Plaintiff and Class members were deprived of property rightly

14 belonging to them, arising out of and caused by Defendant’s common

15 course of conduct in violation of law as alleged herein, in similar ways.

16 d. **Adequacy of Representation:** Plaintiff is a member of the Class and

17 will fairly and adequately represent and protect the interests of the class

18 members. Plaintiff’s interests do not conflict with those of class

19 members. Counsel who represent Plaintiff are competent and

20 experienced in litigating large class actions, and will devote sufficient

21 time and resources to the case and otherwise adequately represent the

22 Class.

23 e. **Superiority of Class Action:** A Class Action is superior to other

24 available means for the fair and efficient adjudication of this

25 controversy. Individual joinder of all class members is not practicable,

26 and questions of law and fact common to the Class predominate over

27 any questions affecting only individual members of the Class. Plaintiff

28 and class members have suffered or may suffer loss in the future by

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT DI
COSTA MESA, CA 92626

1 reason of Defendant’s unlawful policies and/or practices of not
2 complying with Cal. Bus. & Prof. Code §§ 17600-17606. Certification
3 of this case as a class action will allow those similarly situated persons
4 to litigate their claims in the manner that is most efficient and
5 economical for the parties and the judicial system. Certifying this case
6 as a class action is superior because it allows for efficient and full
7 restitution to class members, and will thereby effectuate California’s
8 strong public policy of protecting the California public from violations
9 of its laws. If this action is not certified as a Class Action, it will be
10 impossible as a practical matter for many or most class members to
11 bring individual actions to recover monies due from Defendant, due to
12 the relatively small amounts of such individual recoveries relative to the
13 costs and burdens of litigation.

14 **FIRST CAUSE OF ACTION**

15 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17600, ET SEQ.**

16 **[CALIFORNIA’S AUTOMATIC PURCHASE RENEWAL STATUTE]**

- 17 28. Plaintiff incorporates by reference all of the above paragraphs of this
18 Complaint as though fully stated herein.
- 19 25. At a date presently unknown to Plaintiff, but at least four years prior to the
20 filing of this action, and as set forth above, Defendant has engaged in the
21 practice of making automatic renewal offers and continuous service offers, as
22 those terms are defined by Cal. Bus. & Prof. Code § 17600, et seq.
23 (“California’s Automatic Purchase Renewal Statute”), to California
24 consumers and the general public.
- 25 26. Plaintiff and members of the putative Class have suffered an “injury in fact”
26 and have lost money and/or property as a result of Defendant’s: (a) failure to
27 present Defendant’s automatic renewal offer terms or continuous service
28 offer terms in a clear and conspicuous manner before the subscription or

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT DI
COSTA MESA, CA 92626

1 purchasing agreement is fulfilled and in visual proximity, or in the case of an
2 offer conveyed by voice, in temporal proximity, to the request for consent to
3 the offer; (b) charges to the consumer’s credit or debit card or the consumer’s
4 account for an automatic renewal or continuous service without first
5 obtaining the consumer’s affirmative consent to the agreement containing the
6 automatic renewal offer terms or continuous service offer terms; and (c)
7 failure to provide an acknowledgment that includes the automatic renewal or
8 continuous service offer terms, cancellation policy, and information
9 regarding how to cancel in a manner that is capable of being retained by the
10 consumer; and where Defendant’s offer includes a free trial, Defendant also
11 fails to disclose in the acknowledgment how to cancel and allow the
12 consumer to cancel before the consumer pays for the goods or services, in
13 violation of Cal. Bus. & Prof. Code § 17600, et seq.

14 29. As a direct and proximate result of Defendant’s aforementioned conduct and
15 representations, Defendant received and continues to hold monies rightfully
16 belonging to Plaintiff and other similarly situated consumers

17 30. As a direct and proximate result of Defendant’s violations of Cal. Bus. &
18 Prof. Code § 17600, et seq., Plaintiff and members of the Class are entitled to
19 a declaration that Defendant violated the California Automatic Purchase
20 Renewal Statute.

21 31. Plaintiff and the Class are also entitled to and seek injunctive relief
22 prohibiting such conduct in the future.

23 //
24 //
25 //
26 //
27 //
28 //

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT DI
COSTA MESA, CA 92626

1 SECOND CAUSE OF ACTION

2 VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.

3 [CALIFORNIA’S UNFAIR COMPETITION LAW]

4 32. Plaintiff incorporates by reference all of the above paragraphs of this
5 Complaint as though fully stated herein.

6 33. Plaintiff and Defendant are each “person[s]” as defined by California
7 Business & Professions Code § 17201. California Bus. & Prof. Code
8 § 17204 authorizes a private right of action on both an individual and
9 representative basis.

10 34. “Unfair competition” is defined by Business and Professions Code Section §
11 17200 as encompassing several types of business “wrongs,” two of which are
12 at issue here: (1) an “unlawful” business act or practice, (2) an “unfair”
13 business act or practice, (3) a “fraudulent” business act or practice, and (4)
14 “unfair, deceptive, untrue or misleading advertising.” The definitions in
15 § 17200 are drafted in the disjunctive, meaning that each of these “wrongs”
16 operates independently from the others.

17 35. By and through Defendant’s conduct alleged in further detail above and
18 herein, Defendant engaged in conduct which constitutes (a) unlawful and (b)
19 unfair business practices prohibited by Bus. & Prof. Code § 17200 et seq.

20 (a) *Unlawful” Prong*

21 36. As a result of Defendant’s acts and practices in violation of California’s
22 Automatic Renewal Statute, California’s Bus. & Prof. Code § 17600, et seq.,
23 Defendant has violated California’s Unfair Competition Law, Business &
24 Professions Code §§ 17200 et seq., which provides a cause of action for an
25 “unlawful” business act or practice perpetrated on members of the California
26 public.

27 37. Defendant had other reasonably available alternatives to further its legitimate
28 business interest, other than the conduct described herein, such as adequately

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT DI
COSTA MESA, CA 92626

1 disclosing the terms of Defendant’s automatic renewal offers and continuous
2 service offers, as set forth by Cal. Bus. & Prof. Code § 17600, et seq.
3 38. Plaintiff and the putative class members reserve the right to allege other
4 violations of law, which constitute other unlawful business practices or acts,
5 as such conduct is ongoing and continues to this date.

6 **(b) “Unfair” Prong**

7 39. Defendant’s actions and representations constitute an “unfair” business act or
8 practice under § 17200 in that Defendant’s conduct is substantially injurious
9 to consumers, offends public policy, and is immoral, unethical, oppressive,
10 and unscrupulous as the gravity of the conduct outweighs any alleged
11 benefits attributable to such conduct. Without limitation, it is an unfair
12 business act or practice for Defendant to knowingly or negligently fail to
13 adequately disclose the terms of Defendant’s automatic renewal offers and
14 continuous service offers, as set forth by Cal. Bus. & Prof. Code §§ 17600, et
15 seq.

16 40. At a date presently unknown to Plaintiff, but at least four years prior to the
17 filing of this action, and as set forth above, Defendant has committed acts of
18 unfair competition as defined by Cal. Bus. & Prof. Code §§ 17200 et seq., as
19 alleged further detail above and herein.

20 41. Plaintiff and other members of the Class could not have reasonably avoided
21 the injury suffered by each of them. Plaintiff reserves the right to allege
22 further conduct that constitutes other unfair business acts or practices. Such
23 conduct is ongoing and continues to this date, as Defendant continues to
24 make automatic renewal offers and continuous service offers in the manner
25 described above in herein, in violation of Cal. Bus. & Prof. Code §§ 17600,
26 et seq. and Cal. Bus. & Prof. Code §§ 17200, et seq.

27 //

28 //

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

THIRD CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17535, ET SEQ.

42. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

43. Cal. Bus. & Prof. Code § 17535, et seq. (the “UCL”) allows “any person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the UCL. Such a person may bring such an action on behalf of himself and others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

44. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the filing of this action, and continuing to the present, Defendant has committed unlawful, unfair, and/or fraudulent business acts and practices as defined by the UCL, by violating Cal. Bus. & Prof. Code § 17602.

45. As a direct and proximate result of Defendant’s unlawful, unfair, and/or fraudulent acts and practices described herein, Defendant has received and continues to hold unlawfully obtained property and money belonging to Plaintiff and class members in the form of payments made for subscription agreements by Plaintiff and class members. Defendant has profited from its unlawful, unfair, and/or fraudulent acts and practices in the amount of those business expenses and interest accrued thereon.

46. Plaintiff and similarly situated class members are entitled to injunctive relief under restitution pursuant to Cal. Bus. & Prof. Code § 17535 for all monies paid by class members under the subscription agreements from date of Plaintiff’s and class members’ subscription purchase to the date of such restitution, at rates specified by law. Defendant should be required to disgorge all the profits and gains it has reaped and restore such profits and gains to Plaintiff and class members, from whom they were unlawfully taken.

1 47. In prosecuting this action for the enforcement of important rights affecting
2 the public interest, Plaintiff seeks the recovery of attorneys' fees, which is
3 available to a prevailing plaintiff in class action cases such as this matter.

4 48. Plaintiff, on behalf of himself and similarly situated class members, request
5 relief as described below.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff respectfully requests the Court grant Plaintiff and
8 the Class members damages against Defendant and relief as follows:

- 9 • That this action be certified as a Class Action, Plaintiff be appointed as the
10 representatives of the Class, and Plaintiff's attorneys be appointed Class
11 counsel;
- 12 • That the Court find and declare that Defendant has violated Cal. Bus. &
13 Prof. Code § 17602(a)(2) by charging Plaintiff and class members payment
14 method without first obtaining their affirmative consent to the agreement
15 containing the automatic renewal offer term or continuous service offer
16 terms prior to charging their credit cards;
- 17 • That the Court find and declare that Defendant has violated the UCL and
18 committed unfair and unlawful business practices by violating Cal. Bus. &
19 Prof. Code § 17602;
- 20 • That the Court find that Plaintiff and class members are entitled to injunctive
21 relief and/or restitution pursuant to Cal. Bus. & Prof. Code § 17535;
- 22 • That the Court find that Defendant is in possession of money that belong to
23 Plaintiff and class members that Defendant has not returned the money;
- 24 • That the Court award Plaintiff and the Class damages and/or full restitution
25 in the amount of the subscription payments made by them pursuant to Cal.
26 Bus. & Prof. Code § 17603 in an amount to be proved at trial;

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

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

- An order requiring Defendant to pay restitution to Plaintiff and the Class due to Defendant’s UCL violations, pursuant to Cal. Bus. & Prof. Code §§ 17200-17205 in the amount of their subscription agreement payments;
- An order requiring imposition of a constructive trust and and/or disgorgement of Defendant’s ill-gotten gains and to pay restitution to Plaintiff and all members of the Class and to restore to Plaintiff and members of the Class all funds acquired by means of any act or practice declared by this court to be an unlawful, fraudulent, or unfair business act or practice, in violation of laws, statutes or regulations, or constituting unfair competition;
- That Plaintiff and the Class be awarded reasonable attorneys’ fees and costs of this suit pursuant to Code of Civil Procedure § 1021.5, and California Civil Code § 1780, and/or other applicable law; and
- Any and all other relief as this Court may deem necessary or appropriate.

TRIAL BY JURY

49. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: February 5, 2015

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: s/ ABBAS KAZEROUNIAN
ABBAS KAZEROUNIAN, ESQ.
MONA AMINI, ESQ.
ATTORNEYS FOR PLAINTIFF

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved 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. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ABREGO, ABEL

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Abbas Kazerounian, Esq. (SBN 249203) Mona Amini, Esq. (SBN 296829)
KAZEROUNI LAW GROUP, APC; 245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626; Tel: (800) 400-6808; Fax: (800) 520-5523

DEFENDANTS

BLIZZARD ENTERTAINMENT, INC.

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

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

Attorneys (If Known)

'15CV0230 DMS JLB

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

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FOREFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<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"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input checked="" type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <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 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <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	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 850 Securities Commodities Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<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	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 445 Amer. w Disabilities - Employment <input type="checkbox"/> 446 Amer. w Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d), Cal. Bus. & Prof. Code §§ 17600 et seq., § 17200 et seq., and § 17535

Brief description of cause:
Violation of California's Automatic Purchase Renewal Statute; Unlawful and Unfair Business Practices.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions) JUDGE: _____ DOCKET NUMBER: _____

DATE: 02/05/2015 SIGNATURE OF ATTORNEY OF RECORD: s/ Abbas Kazerounian, Esq.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING I/P JUDGE MAG JUDGE