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

**CARRIE JULIUS,
INDIVIDUALLY AND ON
BEHALF OF ALL OTHERS
SIMILARLY SITUATED,**

Plaintiff,

v.

GOBBLE, INC.,

Defendant.

Case No.: '15CV2463 H 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

INTRODUCTION

- 1
2 1. Plaintiff CARRIE JULIUS (“Plaintiff”) brings this Class Action Complaint
3 for damages, injunctive relief, and any other available legal or equitable
4 remedies, resulting from the unlawful and deceptive business practices of
5 GOBBLE, INC. (“Gobble” or “Defendant”) with regard to Defendant’s
6 practice of making automatic renewal offers and continuous service offers, as
7 those terms are defined by Cal. Bus. & Prof. Code § 17600, et seq.
8 (“California’s Automatic Purchase Renewal Statute”), to California
9 consumers and the general public in violation of California’s Unfair
10 Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL") and
11 Cal. Bus. & Prof. Code § 17535.
- 12 2. This action seeks to enjoin Defendant’s practice of making automatic
13 renewal offers and continuous service offers, as those terms are defined by
14 California’s Automatic Purchase Renewal Statute, to California and the
15 general public, for Defendant’s commercial purposes and pecuniary gain.
- 16 3. Defendant’s automatic renewal and continuous service offers are a scheme
17 carried out by Defendant which involves making money from California
18 consumers through false, deceptive, and misleading means by charging
19 California consumers for automatic renewal offers as California’s Automatic
20 Purchase Renewal Statute defines that term, without the knowledge of those
21 consumers, throughout the period covered by the applicable statute of
22 limitations.
- 23 4. Defendant makes automatic renewal or continuous service offers to
24 California consumers, including Plaintiff and putative class members, in
25 violation of California’s Automatic Purchase Renewal Statute by:
 - 26 a) Failing to present Defendant’s automatic renewal offer terms or
27 continuous service offer terms in a clear and conspicuous manner
28 before the subscription or purchasing agreement is fulfilled and in

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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 where Defendant’s offer includes
14 a free trial, Defendant also fails to disclose in the acknowledgment
15 how to cancel and allow the consumer to cancel before the consumer
16 pays for the goods or services, in violation of Cal. Bus. & Prof. Code
17 § 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 alleges
20 upon personal knowledge as to herself and her 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)
- 20 Plaintiff resides in the County of San Diego, State of California which is
- 21 within this judicial district; (ii) the conduct complained of herein occurred
- 22 within this judicial district; and, (iii) many of the acts and transactions giving
- 23 rise to this action occurred in this district because Defendant:
- 24 (a) is authorized to conduct business in this district and has
- 25 intentionally availed itself of the laws and markets within this
- 26 district;
- 27 (b) does substantial business within this district;
- 28 (c) is subject to personal jurisdiction in this district because it has

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- 1 17. Subsequently, but sometime before September 1, 2015, Plaintiff signed into
2 Defendant's website and selected the option to skip the next delivery of
3 Defendant's dinner kit subscription.
- 4 18. Thereafter, on or about September 9, 2015, Defendant automatically charged
5 Plaintiff's credit card \$71.70 for another week's delivery of a dinner kit
6 subscription. Consequently, Defendant automatically charged Plaintiff for an
7 automatic renewal offer without first obtaining Plaintiff's affirmative consent
8 to the agreement containing the automatic renewal offer terms or continuous
9 service offer terms.
- 10 19. At the time Plaintiff was charged for a subscription, Defendant failed to
11 present Defendant's automatic renewal offer terms or continuous service
12 offer terms in a clear and conspicuous manner, as defined by California's
13 Automatic Purchase Renewal Statute, before the subscription or purchasing
14 agreement was fulfilled, and in visual or temporal proximity to Defendant's
15 request for consent to the offer.
- 16 20. At the time Plaintiff subscribed to Defendant's services, Plaintiff was
17 subjected to Defendant's unlawful policies and/or practices, as set forth
18 herein, in violation of Cal. Bus. & Prof. Code § 17600, et seq.
- 19 21. The material circumstances surrounding this experience by Plaintiff were the
20 same, or nearly the same, as the other class members Plaintiff proposes to
21 represent, and Plaintiff and all putative class members were required to pay,
22 and did pay, money for this subscription marketed and sold by Defendant.

23 **CLASS ACTION ALLEGATIONS**

- 24 22. Plaintiff brings this action, on behalf of herself and all others similarly
25 situated ("the Class").
- 26 23. Plaintiff represents, and is a member of, the Class, consisting of:

27 All persons within California who purchased a subscription
28 from Defendant as part of an automatic renewal plan or

1 continuous service offer for products and/or services from
2 Defendant within the four years prior to the filing of this
3 Complaint.

4 24. Defendant and its employees or agents are excluded from the Class. Plaintiff
5 does not know the number of members in the Class, but believes the Class
6 members number in the hundreds of thousands, if not more. Thus, this
7 matter should be certified as a Class action to assist in the expeditious
8 litigation of this matter.

9 25. There is a well-defined community of interest in the litigation, the proposed
10 class is easily ascertainable, and Plaintiff is a proper representative of the
11 Class because:

12 a. **Numerosity**: The potential members of the Class as defined are so
13 numerous and so diversely located throughout California, that joinder of
14 all the members of the Class impracticable. The class members are
15 dispersed throughout California. Joinder of all members of the proposed
16 class is therefore not practicable.

17 b. **Commonality**: There are questions of law and fact common to Plaintiff
18 and the Class that predominate over any questions affecting only
19 individual members of the Class. These common questions of law and
20 fact include, without limitation:

21 i) Whether Defendant charged Plaintiff and class members'
22 payment method for an automatic renewal or continuous service
23 without first obtaining Plaintiff's and class members' affirmative
24 consent to the agreement containing the automatic renewal offer
25 terms or continuous service offer terms;

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

1 iii) Whether Defendant failed to present the automatic renewal offer
2 terms or continuous service offer terms in a clear and
3 conspicuous manner before the subscription or purchasing
4 agreement was fulfilled, and in visual or temporal proximity to
5 the request for consent to the offer;

6 iv) Whether Cal. Bus. & Prof. Code § 17603 provides for restitution
7 for money paid by class members in circumstances where the
8 goods and services provided by Defendant are deemed an
9 unconditional gift;

10 v) Whether Plaintiff and the Class are entitled to restitution under
11 Cal. Bus. & Prof. Code §§ 17200-17203;

12 vi) Whether Plaintiff and class members are entitled to declaratory
13 relief, injunctive relief and/or restitution under Cal. Bus. & Prof.
14 Code § 17535, and,

15 vii) The proper formula(s) for calculating and/or restitution owed to
16 Class members.

17 c. **Typicality:** Plaintiff's claims are typical of the claims of the Class.
18 Plaintiff and Class members were deprived of property rightly
19 belonging to them, arising out of and caused by Defendant's common
20 course of conduct in violation of law as alleged herein, in similar ways.

21 d. **Adequacy of Representation:** Plaintiff is a member of the Class and
22 will fairly and adequately represent and protect the interests of the class
23 members. Plaintiff's interests do not conflict with those of class
24 members. Counsel who represent Plaintiff are competent and
25 experienced in litigating large class actions, and will devote sufficient
26 time and resources to the case and otherwise adequately represent the
27 Class.
28

1 e. ***Superiority of Class Action:*** A Class Action is superior to other
 2 available means for the fair and efficient adjudication of this
 3 controversy. Individual joinder of all class members is not practicable,
 4 and questions of law and fact common to the Class predominate over
 5 any questions affecting only individual members of the Class. Plaintiff
 6 and class members have suffered or may suffer loss in the future by
 7 reason of Defendant's unlawful policies and/or practices of not
 8 complying with Cal. Bus. & Prof. Code §§ 17600-17606. Certification
 9 of this case as a class action will allow those similarly situated persons
 10 to litigate their claims in the manner that is most efficient and
 11 economical for the parties and the judicial system. Certifying this case
 12 as a class action is superior because it allows for efficient and full
 13 restitution to class members, and will thereby effectuate California's
 14 strong public policy of protecting the California public from violations
 15 of its laws. If this action is not certified as a Class Action, it will be
 16 impossible as a practical matter for many or most class members to
 17 bring individual actions to recover monies due from Defendant, due to
 18 the relatively small amounts of such individual recoveries relative to the
 19 costs and burdens of litigation.

20 **FIRST CAUSE OF ACTION**

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

22 **[CALIFORNIA'S AUTOMATIC PURCHASE RENEWAL STATUTE]**

- 23 28. Plaintiff incorporates by reference all of the above paragraphs of this
 24 Complaint as though fully stated herein.
- 25 26. At a date presently unknown to Plaintiff, but at least four years prior to the
 26 filing of this action, and as set forth above, Defendant has engaged in the
 27 practice of making automatic renewal offers and continuous service offers, as
 28 those terms are defined by Cal. Bus. & Prof. Code § 17600, et seq.

1 (“California’s Automatic Purchase Renewal Statute”), to California
2 consumers and the general public.

3 27. Plaintiff and members of the putative Class have suffered an “injury in fact”
4 and have lost money and/or property as a result of Defendant’s: (a) failure to
5 present Defendant’s automatic renewal offer terms or continuous service
6 offer terms in a clear and conspicuous manner before the subscription or
7 purchasing agreement is fulfilled and in visual proximity, or in the case of an
8 offer conveyed by voice, in temporal proximity, to the request for consent to
9 the offer; (b) charges to the consumer’s credit or debit card or the consumer’s
10 account for an automatic renewal or continuous service without first
11 obtaining the consumer’s affirmative consent to the agreement containing the
12 automatic renewal offer terms or continuous service offer terms; and (c)
13 failure to provide an acknowledgment that includes the automatic renewal or
14 continuous service offer terms, cancellation policy, and information
15 regarding how to cancel in a manner that is capable of being retained by the
16 consumer; and where Defendant’s offer includes a free trial, Defendant also
17 fails to disclose in the acknowledgment how to cancel and allow the
18 consumer to cancel before the consumer pays for the goods or services, in
19 violation of Cal. Bus. & Prof. Code § 17600, et seq.

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

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

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

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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

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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 //

THIRD CAUSE OF ACTION

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

1
2
3 42. Plaintiff incorporates by reference all of the above paragraphs of this
4 Complaint as though fully stated herein.

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

10 44. Beginning at an exact date unknown to Plaintiff, but prior to August 25,
11 2015, and continuing to the present, Defendant has committed unlawful,
12 unfair, and/or fraudulent business acts and practices as defined by the UCL,
13 by violating Cal. Bus. & Prof. Code § 17602.

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

21 46. Plaintiff and similarly situated class members are entitled to injunctive relief
22 under restitution pursuant to Cal. Bus. & Prof. Code § 17535 for all monies
23 paid by class members under the subscription agreements from August 25,
24 2015 to the date of such restitution, at rates specified by law. Defendant
25 should be required to disgorge all the profits and gains it has reaped and
26 restore such profits and gains to Plaintiff and class members, from whom
27 they were unlawfully taken.
28

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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;

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- 1 • An order requiring Defendant to pay restitution to Plaintiff and the Class due
- 2 to Defendant’s UCL violations, pursuant to Cal. Bus. & Prof. Code
- 3 §§ 17200-17205 in the amount of their subscription agreement payments;
- 4 • An order requiring imposition of a constructive trust and and/or
- 5 disgorgement of Defendant’s ill-gotten gains and to pay restitution to
- 6 Plaintiff and all members of the Class and to restore to Plaintiff and
- 7 members of the Class all funds acquired by means of any act or practice
- 8 declared by this court to be an unlawful, fraudulent, or unfair business act
- 9 or practice, in violation of laws, statutes or regulations, or constituting
- 10 unfair competition;
- 11 • That Plaintiff and the Class be awarded reasonable attorneys’ fees and costs
- 12 of this suit pursuant to Code of Civil Procedure § 1021.5, and California
- 13 Civil Code § 1780, and/or other applicable law; and
- 14 • Any and all other relief as this Court may deem necessary or appropriate.

TRIAL BY JURY

15
16 49. Pursuant to the seventh amendment to the Constitution of the United States
17 of America, Plaintiff is entitled to, and demands, a trial by jury.

18
19 Dated: October 30, 2015

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

20
21
22 By: s/ ABBAS KAZEROUNIAN
23 ABBAS KAZEROUNIAN, ESQ.
24 MONA AMINI, ESQ.
25 ATTORNEYS FOR PLAINTIFF
26
27
28

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

CARRIE JULIUS

(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

GOBBLE, 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)

'15CV2463 H 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 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 10/30/2015 SIGNATURE OF ATTORNEY OF RECORD s/ Abbas Kazerounian, Esq.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE