

NEWPORT TRIAL GROUP  
A Professional Corporation  
Scott J. Ferrell, Bar No. 202091  
sferrell@trialnewport.com  
Richard H. Hikida, Bar No. 196149  
rhikida@trialnewport.com  
David W. Reid, Bar No. 267382  
dreid@trialnewport.com  
Victoria C. Knowles, Bar No. 277231  
vknowles@trialnewport.com  
4100 Newport Place, Ste. 800  
Newport Beach, CA 92660  
Tel: (949) 706-6464  
Fax: (949) 706-6469

Attorneys for Plaintiff

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

MATTHEW LOPEZ, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

PALEOHACKS, LLC, a Nevada limited  
liability company; and DOES 1 – 10,  
inclusive,

Defendants.

Case No. '16CV0716 AJB MDD

CLASS ACTION COMPLAINT FOR:

1. VIOLATIONS OF CALIFORNIA'S.  
AUTOMATIC RENEWAL LAW  
(BUSINESS AND PROFESSIONS  
CODE §§ 17600-17604); and
2. VIOLATIONS OF CALIFORNIA'S  
UNFAIR COMPETITION LAW  
(BUSINESS AND PROFESSIONS  
CODE §§ 17200-17204).

1 Plaintiff Matthew Lopez (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, complains and alleges as follows:

### 3 INTRODUCTION & OVERVIEW OF CLAIMS

4 1. Plaintiff brings this class action on behalf of himself and a class of others  
5 similarly situated consisting of all persons in the United States who, within the  
6 applicable statute of limitations period, purchased subscriptions for any products (such  
7 as Paleo snack products) from Paleohacks, LLC (“Paleo Hacks” or “Defendant”). The  
8 class of others similarly situated to Plaintiff is referred to herein as “Class Members.”  
9 The claims for damages, restitution, injunctive and/or other equitable relief, and  
10 reasonable attorneys’ fees and costs arise under California Business and Professions  
11 Code (hereinafter “Cal. Bus. & Prof. Code”) §§ 17602, 17603, and 17604) and 17200,  
12 *et seq.*, and California Code of Civil Procedure § 1021.5. Plaintiff and Class Members  
13 are consumers for purposes of Cal. Bus. & Prof. Code §§ 17600-17606.

14 2. During the Class Period, Defendant made automatic renewal or continuous  
15 service offers to consumers in and throughout the United States and failed to provide an  
16 acknowledgment that includes the automatic renewal or continuous service offer terms,  
17 cancellation policy, and information regarding how to cancel in a manner that is  
18 capable of being retained by the consumer in violation of Cal. Bus. & Prof. Code §§  
19 17602(a)(3) and 17602(b). As a result, all goods, wares, merchandise, or products sent  
20 to Plaintiff and Class Members under the automatic renewal of continuous service  
21 agreements are deemed to be an unconditional gift pursuant to Cal. Bus. & Prof. Code §  
22 17603.

23 3. As a result of the above, Plaintiff, on behalf of himself and Class  
24 Members, seeks damages, restitution, declaratory relief, injunctive relief and reasonable  
25 attorneys’ fees and costs pursuant to Cal. Bus. & Prof. Code, §§ 17603, 17203, and  
26 17204, and Code of Civil Procedure § 1021.5.

27 ///

28 ///

## JURISDICTION AND VENUE

4. This Court has diversity jurisdiction over this class action pursuant to 28 U.S.C. § 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 Defendant. *See* 28 U.S.C. § 1332(d)(2)(A).

5. This Court also has personal jurisdiction over Defendant because Defendant currently does business in this state.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant is subject to personal jurisdiction in this District and a substantial portion of the conduct complained of herein occurred in this District.

## PARTIES

7. Plaintiff purchased a subscription plan from Defendant in California during the Class Period. Plaintiff and Class Members are consumers as defined under Cal. Bus. & Prof. Code § 17601(d).

8. Defendant Paleohacks, LLC is a Nevada limited liability company with its principal place of business located at 311 West Third Street, Suite 3991, Carson City, Nevada 89703. Defendant operates in California and throughout the United States, and has done business throughout California and the United States at all times during the Class Period. Also during the Class Period, Defendant made, and continues to make, automatic renewal or continuous service offers to consumers in California and the United States. Defendant operates a website, [www.paleolifebox.com](http://www.paleolifebox.com), which markets subscriptions for Paleo snack products.

9. The true names and capacities of the Defendants sued herein as DOES 1 through 10, 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

1 Court to amend this Complaint to reflect the true names and capacities of the DOE  
2 Defendants when such identities become known.

3 10. At all relevant times, each and every Defendant was acting as an agent  
4 and/or employee of each of the other Defendants and was acting within the course  
5 and/or scope of said agency and/or employment with the full knowledge and consent of  
6 each of the Defendants. Each of the acts and/or omissions complained of herein were  
7 alleged and made known to, and ratified by, each of the other Defendants (Paleohacks,  
8 LLC and DOE Defendants will hereafter collectively be referred to as “Defendant”).

### 9 **FACTUAL BACKGROUND**

#### 10 **California Business Professions Code §§ 17600-17606**

11 11. On December 1, 2010, sections 17600-17606 of the Cal. Bus. & Prof.  
12 Code came into effect. The Legislature’s stated intent for this Article was to end the  
13 practice of ongoing charges to consumers’ Payment Methods without consumers’  
14 explicit consent for ongoing shipments of a product or ongoing deliveries of service.  
15 *See* Cal. Bus. & Prof. Code § 17600.

16 12. Cal. Bus. & Prof. Code § 17602(a)(3) makes it unlawful for any business  
17 making an automatic renewal or continuous service offer to a consumer in this state to  
18 fail to provide an acknowledgment that includes the automatic renewal or continuous  
19 service offer terms, cancellation policy, and information regarding how to cancel in a  
20 manner that is capable of being retained by the consumer. If the offer includes a free  
21 trial, the business shall also disclose in the acknowledgment how to cancel and allow  
22 the consumer to cancel before the consumer pays for the goods or services.

23 13. Cal. Bus. & Prof. Code § 17601(a) defines the term “Automatic renewal”  
24 as a “plan or arrangement in which a paid subscription or purchasing agreement is  
25 automatically renewed at the end of a definite term for a subsequent term.”

26 14. Cal. Bus. & Prof. Code § 17601(b) defines the term “Automatic renewal  
27 offer terms” as “the following clear and conspicuous disclosures: (1) That the  
28 subscription or purchasing agreement will continue until the consumer cancels. (2) The

1 description of the cancellation policy that applies to the offer. (3) The recurring charges  
2 that will be charged to the consumer's credit or debit card or payment account with a  
3 third party as part of the automatic renewal plan or arrangement, and that the amount of  
4 the charge may change, if that is the case, and the amount to which the charge will  
5 change, if known. (4) The length of the automatic renewal term or that the service is  
6 continuous, unless the length of the term is chosen by the consumer. (5) The minimum  
7 purchase obligation, if any."

8 15. Pursuant to Cal. Bus. & Prof. Code § 17601(c), "clear and conspicuous" or  
9 "clearly and conspicuously" means "in larger type than the surrounding text, or in  
10 contrasting type, font, or color to the surrounding text of the same size, or set off from  
11 the surrounding text of the same size by symbol ls or other marks, in a manner that  
12 clearly calls attention to the language."

13 16. Section 17602(b) provides: "A business making automatic renewal or  
14 continuous service offers shall provide a toll-free telephone number, electronic mail  
15 address, a postal address only when the seller directly bills the consumer, or another  
16 cost-effective, timely, and easy-to-use mechanism for cancellation that shall be  
17 described in the acknowledgment specified in paragraph (3) of subdivision (a)."

18 17. Section 17603 of Cal. Bus. & Prof. Code provides: "In any case in which a  
19 business sends any goods, wares, merchandise, or products to a consumer, under a  
20 continuous service agreement or automatic renewal of a purchase, without first  
21 obtaining the consumer's affirmative consent as described in Section 17602, the goods,  
22 wares, merchandise, or products shall for all purposes be deemed an unconditional gift  
23 to the consumer, who may use or dispose of the same in any manner he or she sees fit  
24 without any obligation whatsoever on the consumer's part to the business, including.  
25 but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares,  
26 merchandise, or products to the business."

27 ///

28 ///

1 **Defendant's Business**

2 18. Defendant offers, at its website, found at [www.paleolifebox.com](http://www.paleolifebox.com), monthly,  
3 quarterly, and biannual subscriptions for deliveries of Paleo snack products.  
4 Defendant's product and services plan constitutes an automatic renewal and/or  
5 continuous service plan or arrangement for the purposes of Cal. Bus. & Prof. Code §  
6 17601.

7 **Defendant Failed to Provide an Acknowledgment as Required by Cal. Bus. &**  
8 **Prof. Code §§ 17602(a)(3) and 17602(b)**

9 19. After Plaintiff and Class Members subscribed to one of Defendant's  
10 subscription plans, Defendant sent to Plaintiff and Class Members email documents  
11 confirming their subscriptions and renewals, but has failed, and continues to fail, to  
12 provide an acknowledgement that includes the automatic renewal or continuous service  
13 offer terms, cancellation policy, and information on how to cancel in a manner that is  
14 capable of being retained by Plaintiff and Class Members in violation of Cal. Bus. &  
15 Prof. Code § 17602(a)(3). Moreover, Defendant failed to provide Plaintiff and Class  
16 Members with an acknowledgement regarding how to cancel the subscription and allow  
17 Plaintiff and Class Members to cancel before payment, as required by Cal. Bus. & Prof.  
18 Code § 17602(b).

From: **Paleo Life Box** <[hello@paleolifebox.com](mailto:hello@paleolifebox.com)>  
 Date: Monday, October 26, 2015  
 Subject: Here's your Paleo Life Box order, [REDACTED]  
 To: [REDACTED]

**Thanks for joining the Paleo Life Box tribe!**

[Order # \[REDACTED\] Placed on Oct 26 2015!](#)

Item	Quantity	Price
Paleo Life Box Subscription	1	\$35.00
<b>Subtotal</b>		\$35.00
<b>Total</b>		\$35.00

From: **Paleo Life Box** <[hello@paleolifebox.com](mailto:hello@paleolifebox.com)>  
 Date: Wednesday, November 4, 2015  
 Subject: Paleo Life Box has sent you a refund  
 To: [REDACTED]

Paleo Life Box

[REDACTED]

**Paleo Life Box has sent you a refund.**

Product Name	Subscription #
Paleo Life Box	[REDACTED]

[Order # \[REDACTED\] Placed on Oct 26 2015](#)



Amount: \$35.00

If you believe this is in error, please contact Customer Service at Paleo Life Box

Do not hesitate to reach out if you have any questions.

-- The [Paleo Life Box](#) Team

From: **Paleo Life Box** <[hello@paleolifebox.com](mailto:hello@paleolifebox.com)>

Date: Wednesday, November 4, 2015

Subject: Paleo Life Box Issue / Free Box

To: [REDACTED]

Hey [REDACTED],

I wanted to let you know that we had an issue with our fulfillment company this month, and a handful of our orders were lost in transit. As a result, I've refunded you for this month's box, and given you next month's box free.

We're switching fulfillment companies and guarantee your upcoming boxes will arrive to you on time.

Sorry again for this.

Thanks,  
Ali

--

[PaleoLifeBox.com](http://PaleoLifeBox.com)  
[hello@paleolifebox.com](mailto:hello@paleolifebox.com)



1 From: **Paleo Life Box** <[hello@paleolifebox.com](mailto:hello@paleolifebox.com)>  
2 Date: Tuesday, November 10, 2015  
3 Subject: Your Paleo Life Box subscription has renewed!  
4 To: [REDACTED]

5 Paleo Life Box

6  
7 Your subscription at [Paleo Life Box](#)  
8 has renewed successfully!  
9

10 Renewed on Nov 10 2015  
11

Item	Quantity	Price
Paleo Life Box Subscription	1	\$35.00
SKU: [REDACTED]		
( FREE ) "Free"		-\$35.00
<b>Subtotal</b>		\$0.00
<b>Total</b>		\$0.00

18 Shipping to:  
19  
20 [REDACTED]  
21 [REDACTED]  
22  
23  
24  
25  
26  
27  
28

1 From: **Paleo Life Box** <[hello@paleolifebox.com](mailto:hello@paleolifebox.com)>  
2 Date: Thursday, December 10, 2015  
3 Subject: Your Paleo Life Box subscription has renewed!  
4 To: [REDACTED]

5  
6 Paleo Life Box

7  
8 Your subscription at [Paleo Life Box](#)  
9 has renewed successfully!

10  
11 Renewed on Dec 10 2015

Item	Quantity	Price
Paleo Life Box Subscription	1	\$35.00
SKU: [REDACTED]		
<b>Subtotal</b>	\$35.00	
<b>Total</b>	\$35.00	

18  
19 Shipping to:

20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

From: **Paleo Life Box** <[hello@paleolifebox.com](mailto:hello@paleolifebox.com)>

Date: Wednesday, February 10, 2016

Subject: Your Paleo Life Box subscription has renewed!

To: [REDACTED]

Paleo Life Box

Your subscription at [Paleo Life Box](#)  
has renewed successfully!

Renewed on Feb 10 2016

Item	Quantity	Price
Paleo Life Box Subscription	1	\$35.00
SKU: [REDACTED]		
<b>Subtotal</b>	\$35.00	
<b>Total</b>	\$35.00	

Shipping to:

[REDACTED]

From: **Paleo Life Box** <[hello@paleolifebox.com](mailto:hello@paleolifebox.com)>  
 Date: Thursday, March 10, 2016  
 Subject: Your Paleo Life Box subscription has renewed!  
 To: [REDACTED]

Paleo Life Box

Your subscription at [Paleo Life Box](#)  
 has renewed successfully!

Renewed on Mar 10 2016

Item	Quantity	Price
Paleo Life Box Subscription	1	\$35.00
SKU: [REDACTED]		
<b>Subtotal</b>	\$35.00	
<b>Total</b>	\$35.00	

**Shipping to:**

[REDACTED]

### CLASS ACTION ALLEGATIONS

20. Plaintiff brings this action, on behalf of himself 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:

1       **“All persons within the United States that, within the applicable**  
2       **statute of limitations period, purchased any product or service in**  
3       **response to an offer constituting an “Automatic Renewal” as defined**  
4       **by § 17601(a) from Paleohacks, LLC, its predecessors, or its**  
5       **affiliates.”**

6       21. Excluded from the Class are governmental entities, Defendant, any entity  
7 in which Defendant has a controlling interest, and Defendant’s officers, directors,  
8 affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries,  
9 and assigns, and individuals bound by any prior settlement. Also excluded from the  
10 Class is any judge, justice, or judicial officer presiding over this matter, and any callers  
11 who did receive a warning that their calls were recorded.

12       22. This action is brought and may be properly maintained as a class action  
13 pursuant to the provisions of Federal Rule of Civil Procedure 23(a)(1)-(4) and 23(b)(1)-  
14 (3). This action satisfies the numerosity, typicality, adequacy, predominance and  
15 superiority requirements of those provisions.

16       23. [Fed. R. Civ. P. 23(a)(1)] The Class is so numerous that the individual  
17 joinder of all of its members is impractical. While the exact number and identities of  
18 Class members are unknown to Plaintiff at this time and can only be ascertained  
19 through appropriate discovery, Plaintiff is informed and believes the Class includes  
20 hundreds of thousands of members. Plaintiff alleges that the Class may be ascertained  
21 by the records maintained by Defendant.

22       24. [Fed. R. Civ. P. 23(a)(2)] Common questions of fact and law exist as to all  
23 members of the Class which predominate over any questions affecting only individual  
24 members of the Class. These common legal and factual questions, which do not vary  
25 from class member to class member, and which may be determined without reference to  
26 the individual circumstances of any class member, include, but are not limited to, the  
27 following:

28       ///

- i) Whether Defendant 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);
- ii) Whether Defendant failed to provide an acknowledgment that describes a cost-effective, timely, and easy-to-use mechanism for cancellation in violation of Cal. Bus. & Prof. Code § 17602(b);
- iii) Whether Plaintiff and the Class Members are entitled to restitution of money paid in circumstances where the goods and services provided by Defendant are deemed an unconditional gift in accordance with Cal. Bus. & Prof. Code § 17603;
- iv) Whether Plaintiff and Class Members are entitled to restitution in accordance with Cal. Bus. & Prof. Code §§ 17200, 17203;
- v) Whether Plaintiff and Class Members are entitled to injunctive relief under Cal. Bus. & Prof. Code § 17203;
- vi) Whether Plaintiff and Class Members are entitled to attorneys' fees and costs under California Code of Civil Procedure § 1021.5; and
- vii) The proper formula(s) for calculating the restitution owed to Class Members.

25. [Fed. R. Civ. P. 23(a)(3)] Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and all members of the Class have sustained injury and are facing irreparable harm arising out of Defendant's common course of conduct as complained of herein. The losses of each member of the Class were caused directly by Defendant's wrongful conduct as alleged herein.

26. [Fed. R. Civ. P. 23(a)(4)] 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, including complex consumer and mass tort litigation.

27. [Fed. R. Civ. P. 23(b)(3)] 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. Even if every Class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous issues would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented herein, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each Class member.

28. [Fed. R. Civ. P. 23(b)(1)(A)] 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 Defendant must provide to all Class members.

20. [Fed. R. Civ. P. 23(b)(1)(B)] 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.

30. [Fed. R. Civ. P. 23(b)(2)] Defendant has 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.

**FIRST CAUSE OF ACTION**

**FAILURE TO PROVIDE ACKNOWLEDGMENT**

**WITH AUTOMATIC RENEWAL TERMS**

**AND INFORMATION REGARDING CANCELLATION POLICY**



**(CAL. BUS. & PROF. CODE §§ 17602(a)(3), 17602(b))**

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

31. The foregoing paragraphs are alleged herein and are incorporated herein by reference.

32. Cal. Bus. & Prof. Code § 17602(a)(3) provides:

(a) It shall be unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:

(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. If the offer includes a free trial, the business shall also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.

Cal. Bus. & Prof. Code § 17602(b) provides:

“A business making automatic renewal or continuous service offers shall provide a toll-free telephone number, electronic mail address, a postal address only when the seller directly bills the consumer, or another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the acknowledgment specified in paragraph (3) of subdivision (a).”

33. Defendant failed 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.

34. As a result of Defendant’s violations of Cal. Bus. & Prof. Code §§ 17602(a)(3) and 17602(b), Defendant is subject to all civil remedies under Cal. Bus. & Prof. Code § 17604 that apply to a violation of Article 9, of Chapter 1 of Part 3, of Division 7 of the Cal. Bus. & Prof. Code.

35. Plaintiff, on behalf of himself and Class Members, requests relief as described below.

**SECOND CAUSE OF ACTION**

**VIOLATION OF THE UNFAIR COMPETITION LAW**

**(CAL. BUS. & PROF. CODE § 17200 *et. seq.*)**

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

36. The foregoing paragraphs are alleged herein and are incorporated herein by reference.

37. Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”) prohibits unfair competition in the form of any unlawful or unfair business act or practice. Cal. Bus. & Prof. Code § 17204 allows “a 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 or herself and others similarly situated who are affected by the unlawful and/or unfair business practice or act.

38. Since December 1, 2010, and continuing to the present, Defendant has committed unlawful and/or unfair business acts or practices as defined by the UCL, by violating Cal. Bus. & Prof. Code §§ 17602(a)(3) and 17602(b). The public policy which is a predicate to a UCL action under the unfair prong of the UCL is tethered to a specific statutory provision. *See* Cal. Bus. & Prof. Code §§ 17600, 17602.

39. As a direct and proximate result of Defendant’s unlawful, and/or unfair 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 and/or unfair acts and practices in the amount of those business expenses and interest accrued thereon.

40. Plaintiff and similarly-situated Class Members are entitled to restitution pursuant to Cal. Bus. & Prof. Code § 17203 for all monies paid by Class Members under the subscription agreements from December 1, 2010, to the date of such restitution at rates specified by law. Defendant should be required to disgorge all the

1 profits and gains it has reaped and restore such profits and gains to Plaintiff and Class  
2 Members, from whom they were unlawfully taken.

3 41. Plaintiff and similarly situated Class Members are entitled to enforce all  
4 applicable penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202, and to obtain  
5 injunctive relief pursuant to Cal. Bus. & Prof. Code § 17203.

6 42. Plaintiff has assumed the responsibility of enforcement of the laws and  
7 public policies specified herein by suing on behalf of himself and other similarly-  
8 situated Class Members. Plaintiff's success in this action will enforce important rights  
9 affecting the public interest. Plaintiff will incur a financial burden in pursuing this  
10 action in the public interest. An award of reasonable attorneys' fees to Plaintiff is thus  
11 appropriate pursuant to California Code of Civil Procedure § 1021.5.

12 43. Plaintiff, on behalf of himself and Class Members, request relief as  
13 described below.

#### 14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff requests the following relief:

16 A. That the Court determine that this action may be maintained as a class  
17 action under Rule 23(a) of the Federal Rules of Civil Procedure, and define the Class as  
18 requested herein;

19 B. That the Court find and declare that Defendant has violated Cal. Bus. &  
20 Prof. Code § 17602(a)(3) by failing to provide an acknowledgement that includes the  
21 automatic renewal or continuous service offer terms, cancellation policy and  
22 information on how to cancel in a manner that is capable of being retained by Plaintiff  
23 and Class Members;

24 C. That the Court find and declare that Defendant has violated Cal. Bus. &  
25 Prof. Code § 17602(b) by failing to provide an acknowledgment that describes a toll-  
26 free telephone number, electronic mail address, a postal address only when the seller  
27 directly bills the consumer, or another cost-effective, timely, and easy-to-use  
28 mechanism for cancellation.

1 D. That the Court find and declare that Defendant has violated the UCL and  
2 committed unfair and unlawful business practices by violating Cal. Bus. & Prof. Code §  
3 17602.

4 E. That the Court award to Plaintiff and Class Members damages and full  
5 restitution in the amount of the subscription payments made by them pursuant to Cal.  
6 Bus. & Prof. Code § 17603, in an amount to be proved at trial;

7 F. That Defendant be ordered to pay restitution to Plaintiff and the Class due  
8 to Defendant's UCL violations, pursuant to Cal. Bus. & Prof. Code §§ 17200-17205 in  
9 the amount of their subscription agreement payments;

10 G. That the Court find that Plaintiff and Class Members are entitled to  
11 injunctive relief pursuant to Cal. Bus. & Prof. Code § 17203;

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

15 I. That the Court award such other and further relief as this Court may deem  
16 appropriate.

17 Dated: March 25, 2016

NEWPORT TRIAL GROUP, APC

18  
19 By: /s/ Scott J. Ferrell

20 Scott. J. Ferrell

21 Attorney for Plaintiff  
22  
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**CERTIFICATE OF SERVICE**

I hereby certify that on March 25, 2016, I electronically filed the foregoing **CLASS ACTION COMPLAINT** with the Clerk of the Court using the CM/ECF system which will send notification of such filing via electronic mail to all counsel of record.

/s/ Scott J. Ferrell  
Scott. J. Ferrell

## 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**

MATTHEW LOPEZ, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego, CA

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Scott J. Ferrell, Newport Trial Group, 4100 Newport Place Drive, Suite 800, Newport Beach, CA 92660, tel: 949-706-6464

**DEFENDANTS**

PALEOHACKS, LLC, a Nevada limited liability company; and DOES 1 – 10, inclusive,

County of Residence of First Listed Defendant Carson City, NV

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

**'16CV0716 AJB MDD**

**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		FORFEITURE/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 type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <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	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <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 <b>LABOR</b> <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 <b>IMMIGRATION</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 BIA (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)) <b>FEDERAL TAX SUITS</b> <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 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
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <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	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <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 <b>Other:</b> <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 Reinstated 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

Brief description of cause:

Violation of California Automatic Renewal Law and Unfair Competition Law

**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

03/25/2016

SIGNATURE OF ATTORNEY OF RECORD

/s/Scott J. Ferrell

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.