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**FILED**  
Superior Court of California  
County of Los Angeles

JUN 08 2016

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

LAUREN MILLER, on behalf of herself and all  
others similarly situated,

Plaintiff,

v.

ADOREME, INC., a Delaware Corporation, and  
DOES 1-100,

Defendant.

Case No.

**BC 6 2 3 0 4 3**

**CLASS ACTION**

**COMPLAINT FOR:**

1. Violation of California's Automatic Renewal law (Bus. & Prof. Code §§ 17600-17604);
2. Violation of California's Unfair Competition Law ("UCL") (Bus. & Prof. Code §§ 17200-17204); and
3. Injunctive Relief (Bus. & Prof. Code § 17535)

**JURY TRIAL DEMANDED**

CIT/CASE: BC623043  
LEA/DEF#:   
RECEIPT #: CCH539179054  
DATE PAID: 06/08/16 03:33 PM  
PAYMENT: \$1,435.00  
RECEIVED: 310  
CHECK: \$1,435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

1 Plaintiff, Lauren Miller, (hereafter "Plaintiff") brings this class action on behalf of herself and  
2 all others similarly situated against AdoreMe, Inc. and DOES 1-100 (collectively "Defendant" or  
3 "Adore Me"), as a result of the unlawful practices with regard to Defendant's automatic continuous  
4 service agreement for Defendant's VIP Membership services, to obtain injunctive relief, restitution,  
5 and all damages available against Defendant under each respective cause of action as alleged herein.  
6 Plaintiff makes the following allegations upon information and beliefs, except as to her own actions,  
7 the investigation of her counsel, and the facts that are a matter of public record.  
8

### 9 NATURE OF CLAIM

10 1. Plaintiff brings this class action lawsuit on behalf of herself and on the behalf of the  
11 consumers who enrolled in Defendant's VIP Membership service, (hereafter "VIP Membership") and  
12 were automatically charged on their debit or credit card, or third party account (hereafter "Payment  
13 Method").

14 2. Defendant's VIP Membership offers consumers access to Defendant's various lingerie  
15 items at a discounted price. The terms of the VIP Membership call for the consumer to be charged  
16 monthly and in return the consumer will receive a store credit to purchase items of their choosing.

17 3. To enroll in Defendant's VIP Membership, Defendant offers a single enrollment  
18 option. Enrollees to the VIP Membership are charged \$39.95 on the fifth of every month on a  
19 continuous basis.

20 4. Defendant's VIP Membership, through its automatic billing practices, is operating in  
21 violation of California's Automatic renewal laws. Specifically, Defendant: (a) at the time of  
22 requesting payment for the VIP Membership, failed to present the continuous service offer terms in a  
23 clear and conspicuous manner and in visual proximity to the request for consent to the offer before  
24 the purchasing agreement was fulfilled in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (b)  
25 charged Plaintiff's credit or debit card, or third party account, without first obtaining Plaintiff's  
26 affirmative consent to the agreement containing the auto-renewal terms in violation of Cal. Bus. &  
27 Prof. Code § 17602(a)(2); and (c) failed to provide an acknowledgement that included the auto-  
28 renewal terms, cancellation policy, and information regarding how to cancel in a manner that is

1 capable of being retained by Plaintiff in violation of Cal. Bus. & Prof. Code § 17602(a)(3).

2 5. As a result, Plaintiff, on the behalf of herself and all others similarly situated  
3 (hereafter, "the Class" or "Class members"), seeks damages, restitution, declaratory relief, injunctive  
4 relief and reasonable attorneys' fees and costs pursuant to Cal. Bus. & Prof. Code §§ 17604, 17203,  
5 and 17535.

## 6 PARTIES

7 6. Plaintiff is a resident of Los Angeles County and on November 17, 2015 registered for  
8 Defendant's VIP Membership for \$19.95 and was automatically charged \$39.95 on December 20,  
9 2015, January 6, 2015, and February 6, 2015. Plaintiff was subject to Defendant's unlawful auto-  
10 renewal program as set forth herein. Furthermore, Plaintiff and the Class are "consumers" as defined  
11 by Cal. Bus. & Prof. Code § 17601(d).

12 7. Defendant, AdoreMe, Inc., on information and belief, is a Delaware corporation with  
13 its principal place of business in New York City, New York. Defendant operates and does business  
14 in California.

15 8. Plaintiff is unaware of the true names and capacity of the defendants sued as DOES 1-  
16 100, and therefore sues these defendants by fictitious names. Plaintiff will seek leave to amend this  
17 Complaint when and if the true identities of these DOE defendants are discovered. Plaintiff is  
18 informed and believes and thereon alleges that each of the defendants designated as a DOE is  
19 responsible in some manner for the acts and occurrences alleged herein, whether such acts or  
20 occurrences were committed intentionally, negligently, recklessly or otherwise, and that each said  
21 DOE defendant thereby proximately caused injuries and damages to Plaintiff and the Class as herein  
22 alleged, and is thus liable for Plaintiff's and the Class's injuries.

23 9. At all times herein mentioned, Defendants, and each of them, were the agents, principals,  
24 servants, employees, and subsidiaries of each of the remaining Defendants, and were at all times  
25 acting within the purpose and scope of such agency, service, and employment, and directed,  
26 consented, ratified, permitted, encouraged, and approved the acts of each remaining Defendant.

1 **JURISDICTION AND VENUE**

2 10. This Court has jurisdiction over all causes of action asserted herein under the  
3 California Constitution.

4 11. Venue is proper in this District pursuant to Los Angeles County Superior Court Rule  
5 2.3(a)(1)(A) because this is a class action.

6 12. Out-of-state participants can be brought before this Court pursuant to California's  
7 "long-arm" jurisdictional statute.

8 **FACTUAL ALLEGATIONS**

9 **Plaintiff's Enrollment in Defendant's "VIP Membership"**

10 13. Plaintiff, Lauren Miller, enrolled in Defendant's auto-renewal VIP Membership on  
11 November 17, 2015, for \$19.95 from Defendant's website, www.adoreme.com. After reviewing  
12 Defendant's website and creating an account for Defendant's services, Plaintiff was deceived into  
13 upgrading her account to the VIP Membership. Thereafter, she was prompted through Defendant's  
14 check-out process, which is fully laid out below.

15 14. On the same day, but after her purchase, Plaintiff received an email from Defendant.  
16 This email was devoid of any acknowledgement that includes the automatic renewal or continuous  
17 service offer terms, cancellation policy, and information regarding how to cancel in a manner that is  
18 capable of being retained by Plaintiff. Despite the purchase price of merchandise chosen by Plaintiff,  
19 the email contained no other pertinent information.

20 15. Thereafter, Plaintiff's Payment Method was charged \$39.95 on December 20, 2015,  
21 January 6, 2015 and February 6, 2015 for the monthly VIP Membership renewal.

22 16. Defendant's correspondence with Plaintiff did not disclose any clear and conspicuous  
23 way for Plaintiff to cancel the VIP Membership or offer directions on how Plaintiff could cancel the  
24 auto-renewal service.

25 **California Business & Professions Code §§ 17600-17606**

26 17. In December 2010, Cal. Bus. & Prof. Code §§ 17600-17606 came into effect after the  
27 California State Legislature decided that they wanted to end the practice of ongoing charges to  
28 consumers' Payment Methods without consumers' explicit consent for ongoing shipments of a

1 product or ongoing deliveries or services. *See* Cal. Bus. & Prof. Code §17600.

2 18. Cal. Bus. & Prof. Code § 17602(a) states it shall be unlawful for any business making  
3 an automatic renewal or continuous service offer, like Defendant's VIP Membership, to a consumer,  
4 if the business engages in any of the following:

- 5 1. Fails to present the 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  
8 of an offer conveyed by voice, in temporal proximity, to the request for  
9 consent to the offer. (emphasis added)
- 10 2. Charges the consumer's credit or debit card or the consumer's account  
11 with a third party for an automatic renewal or continuous service without  
12 first obtaining the consumer's affirmative consent to the agreement  
13 containing the automatic renewal offer terms or continuous service offer  
14 terms.
- 15 3. Fails to provide an acknowledgement that includes the automatic  
16 renewal or continuous service offer terms, cancellation policy, and  
17 information regarding how to cancel in a manner that is capable of being  
18 retained by the consumer. If the offer includes a free trial, the business  
19 shall also disclose in the acknowledgment how to cancel and allow the  
20 consumer to cancel before the consumer pays for the goods or services.

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

24 20. Cal. Bus. & Prof. Code § 17601(b) states that "Automatic renewal offer terms" means  
25 the following clear and conspicuous disclosures: (1) That the subscription or purchasing agreement  
26 will continue until the consumer cancels. (2) The description of the cancellation policy that applies to  
27 the offer. (3) The recurring charges that will be charged to the consumer's credit or debit card or  
28 payment account with a third party as part of the automatic renewal plan or arrangement, and that the  
amount of the charge may change, if that is the case, and the amount to which the charge will change,  
if known. (4) The length of the automatic renewal term or that the service is continuous, unless the  
length of the term is chosen by the consumer. (5) The minimum purchase obligation, if any."

21. Cal. Bus. & Prof. Code § 17601I defines "clear and conspicuous" or "clearly and

conspicuously” to mean “in larger than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.”

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

#### **Defendant’s Business: Adoreme.com**

23. Defendant AdoreMe, Inc. is “a high-fashion intimates brand that sells their products through their website and mobile app. Their product lines include beautifully designed lingerie, swimwear, sleepwear, and related accessories, that all come in a wide range of sizes from petite to plus size. VIP members of Adore Me shop new designs in their personalized online showrooms each month, and receive special discounts and offers.”<sup>1</sup>

24. Defendant’s tout that their VIP Membership offers consumers the following benefits, “\$10 off any style! Your first style for \$24.95! Every 6<sup>th</sup> set is on us! Free shipping and exchanges. Exclusive access to VIP only sales and sets. No obligation to buy, no membership fee.”<sup>2</sup> In addition to the VIP Membership, Defendant also offers consumers a pay as you go option to purchase items. The VIP Membership causes consumers to be charged \$39.95 monthly, this monthly charge is then applied as store credit that consumers can use to purchase goods.

#### **Defendant’s Account Creation and Check-out Process**

25. Upon knowledge and belief, Plaintiff and the Class followed the same check-out process on Defendant’s website as described below.

<sup>1</sup> [www.crunchbase.com/organization/adore-me#/entity](http://www.crunchbase.com/organization/adore-me#/entity)

<sup>2</sup> [www.adoreme.com/how\\_it\\_works](http://www.adoreme.com/how_it_works)

1           26. Upon entering Defendant's home page consumers are prompted to take a "Quiz" in  
2 order for the site to get a better understanding of the products the consumer may want to purchase.  
3 The quiz involves nine questions regarding sizing, preferences and what types of lingerie consumers  
4 may want to wear for various occasions and times of day. Once all of the questions have been  
5 answered consumers are prompted to enter their email address and create a password in order to  
6 access their style profile as generated based on the preferences the consumer selected. Defendant's  
7 site selects various items based on the preferences given and places the items in the consumer's  
8 online "Showroom". The "Quiz" is not a mandatory requirement to access the various items on  
9 Defendant's website but it is necessary to create a style profile and "Showroom". At the time  
10 consumers are prompted to take the "Quiz", and later when they are prompted to enter their email  
11 address, they are shown a "New Member" price of \$24.95, for their first set of lingerie. During this  
12 portion of Defendant's account creation process, no conspicuous notice is provided that calls to  
13 attention that the service will auto-renew and automatically charge the member's Payment Method  
14 as defined by Cal. Bus. & Prof. Code § 17601(b).



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New Member Exclusive!  
**FIRST SET FOR \$24.95**

& FREE SHIPPING & EXCHANGES

Email

Enter Password

[Show Me My Style](#)

[Terms & Conditions and Privacy Policy](#)  
Welcome offer valid for first set with VIP Membership.

WELCOME OFFER

MEMBER REWARDS

RISK-FREE SHOPPING

*Defendant's final page of the account creation process did not, and does not, contain the Automatic-renewal offer terms as defined by Cal. Bus. & Prof. Code § 17601(b).*

27. Once the consumer has finalized the account creation process they are then able to browse Defendant's website for various items. The consumer is also able to view the various items that have been selected for the consumer based on their preferences. These items can be found in the "My Showroom" portion of the Defendant's website. While the consumer is browsing the website, they are shown two prices for the various items, the regular price and the VIP Membership price. Once a consumer finds a product that they would like to purchase, they are then directed to Defendant's check out process.

28. The Defendant's checkout process begins with the consumer's order summary and total dollar amount due on the right hand side of the screen. The total shown is based on the VIP Membership discount. On the left hand side of the screen the consumer is shown, "Choose Your Way to Shop" preferences, which show the VIP Membership and pay as you go option. At this point in the check out process the consumer is not given indication that the VIP Membership is an automatic renewal service. The information relating to the VIP Membership simply states the perks of the membership, such as, discount pricing and free exchanges. The only language related to the



1 automatic renewal service states, "It is membership based but you can skip. You don't have to buy  
2 every month." This limited statement does not meet any of the disclosure requirements necessary  
3 under Cal. Bus. & Prof. Code § 17601(b).

4 **ADORE ME**

Need Help? Get a Real Person Right Away: 1.800.433.2367

5 Shopping Bag Continue Shopping

6 Choose Your Way To Shop

7 ☒ **VIP MEMBERSHIP** [FAQ >](#)

8 **VIP PERKS**

9 **\$10 OFF** any set, any time!

Your first style for **\$24.95**

Every 6th set is on us!

**Free U.S. shipping & exchanges.**

It is membership based but you can skip. You don't have to buy every month.

What do I need to do as a VIP? \*

OR

8 ☐ **PAY AS YOU GO**

9 **PERKS**

**Free shipping & exchanges**



Harlow Unlined

**\$39.95 VIP**

~~\$49.95 Reg~~

Bra size: Harlow XS  
Panty size: Harlow Cheeky XS  
Quantity: 1

[Edit](#)

[Save For Later](#)

**Free Shipping: 3-5 Business Days**



**SPECIAL OFFER!**

Cup Case

**\$7.95**

~~\$24.95~~

[Get Offer](#)

10 **ORDER SUMMARY**

Regular Price: **\$49.95**

VIP Discount: **-\$10.00**

Subtotal: **\$39.95**

V.I.P. Welcome Discount: **-\$15.00**

Shipping & Exchanges: **FREE**

**Total (USD): \$24.95**

**PROMO CODE / GIFT CARD**

Promotional offers may not be combined

ADM25 - Applied

[REMOVE](#)

**Continue Checkout**

**Need Help?**

Our friendly customer care team is always here to help. 1.800.433.2367

11 *Defendant's first page of the checkout process did not, and does not, contain the Automatic-*  
12 *renewal offer terms needed as defined by Cal. Bus. & Prof. Code §17601(b).*

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19 29. Within the "Choose Your Way to Shop" preferences on the first page of the check out  
20 process is an embedded links which states "FAQ". Once the FAQ link is clicked the following  
21 statements appear, "Q: Do I have to buy something every month? A: Nope! Just Skip the month if  
22 you don't feel like shopping. Q: Will I be charged every month? Not at all! Simply shop or skip if  
23 you don't want a credit. Q: Will I be reminded to shop or skip? A: Yes! We will send you email  
24 reminders. Q: What if I forget to skip the month? A: No problem! You'll be charged a store credit to  
25 be used for any future purchase. If you'd like a refund, just give us a call within 30 days." (Please see  
26 below). These limited statements also do not meet any of the disclosure requirements needed under  
27 Cal. Bus. & Prof. Code §17601(b). Furthermore, these limited statements are not in visual proximity  
28 to the request for consent to the offer, as is required under Cal. Bus. & Prof. Code §17602(a)(1),  
because they embedded in a link and only appear through a pop up.

FAQs

Q: Do I have to buy something every month?

A: Nope! Just skip the month if you don't feel like shopping.

Q: Will I be charged every month?

A: Not at all! Simply shop or skip if you don't want a credit.

Q: Will I be reminded to shop or skip?

A: Yes! We will send you email reminders.

Q: What if I forget to skip the month?

A: No problem! You'll be charged a store credit to be used for any future purchase. If you'd like a refund, just give us a call within 30 days.

Q: Can I change my mind?

A: Sure! If you are a VIP, you can leave the membership any time, then shop as a Pay As You Go customer, no questions asked. You're welcome to rejoin the VIP membership later to enjoy the benefits.



Other Questions?

Call us anytime. 1.800.433.2367

Real people, no robots.

*Defendant's embedded FAQ link on the first page of the checkout process did not, and does not, contain the Automatic-renewal offer terms needed as defined by Cal. Bus. & Prof. Code §17601(b). Furthermore, the statements are also not within visual proximity to the request for consent as required by Cal. Bus. & Prof. Code §17602(a)(1).*

30. Also within the "Choose Your Way to Shop" preferences on the first page of the checkout process is an embedded link which states "What do I need to do as a VIP?" Once this link is clicked, the following statements are made: "1. Visit your showroom between the 1<sup>st</sup> and 5<sup>th</sup> of each month, then either shop or skip the month. 2. Don't worry, we'll send you reminder emails to let you know when your monthly showroom is ready! 3. If you don't shop or skip, you'll be charged a \$39.95 store credit you can use anytime." (Please see below). These limited statements do not meet the disclosure requirements needed under Cal. Bus. & Prof. Code §17601(b), specifically the requirements of Cal. Bus. & Prof. Code §17601(b)(1-2) & (4) are not met. Furthermore, these limited statements are not in visual proximity to the request for consent to the offer, as is required under Cal. Bus. & Prof. Code §17602(a)(1). These statements are on the left side of the screen, opposite from the consent to the offer and are embedded within a link, only allowing the statements to appear if the consumer chooses to click on the link. Moreover, the consumer is automatically placed in the VIP Membership option at this stage of the checkout, as opposed to being placed in the

1 Pay As You Go option initially.

2 Shopping Bag Continue Shopping

3 Choose Your Way To Shop

4 ☒ VIP MEMBERSHIP [FAQ >](#)

5 **VIP PERKS**


- 6 \$10 OFF any set, any time!
- 7 Your first style for \$24.95
- 8 Every 6th set is on us!
- 9 Free U.S. shipping & exchanges
- 10 It is membership based but you can skip. You don't have to buy every month.

11 What do I need to do as a VIP? \*

- 12 1. Visit your showroom between the 1st and the 5th of each month, then either **shop** or **skip** the month.
- 13 2. Don't worry, we'll send you reminder emails to let you know when your monthly showroom is ready!
- 14 3. If you don't shop or skip, you'll be charged a \$39.95 store credit you can use anytime.


15 OR

16 ☐ PAY AS YOU GO


17  Harlow Unlined  
\$39.95 VIP  
\$49.95 Reg

18 Bra size: Harlow XS  
Panty size: Harlow Cheeky XS  
Quantity: 1

19 [Edit](#) [Save For Later](#)

20  SPECIAL OFFER!  
Cup Case  
\$7.95  
~~\$24.95~~

21 [Get Offer](#)

22  Free Shipping: 3-5 Business Days

23 **ORDER SUMMARY**

Regular Price:	\$49.95
VIP Discount:	-\$10.00
Subtotal:	\$39.95
V.I.P Welcome Discount:	-\$15.00
Shipping & Exchanges:	FREE
<b>Total (USD):</b>	<b>\$24.95</b>

24 **PROMO CODE / GIFT CARD**  
Promotional offers may not be combined

25 ADM25 - Applied [REMOVE](#)

26 **Continue Checkout**

27 **Need Help?**  
Our friendly customer care team is always here to help. 1.800.433.2367

15 Defendant's embedded "What do I need to do as a VIP?" link did not, and does not, contain the

16 Automatic- renewal offer terms needed as defined by Cal. Bus. & Prof. Code §17601(b)

17 Furthermore, the statements are also not within visual proximity to the request for consent as

18 required by Cal. Bus. & Prof. Code §17602(a)(1).

20 31. Once the consumer clicks on the Continue Checkout link, they are then taken to the

21 final checkout page. Once redirected to this page, consumers are asked to input their billing and

22 payment information. The dollar amounts provided on the final page of the check out process are the

23 regular price of the item, VIP discounts, and the total dollar amount due for this particular purchase.

24 None of the required disclosures as defined by Cal. Bus. & Prof. Code §17601(b) are present on this

25 final check out page. Furthermore, none of the offer requirements as set forth by Cal. Bus. & Prof.

26 Code §17602(a), are met on the final check out page. The final check out page does not even provide

27 any links for consumers to find the automatic renewal offer terms. Nothing on the final page of the

28

check out process provides the consumer with any notice that their Payment Method will be charged monthly for \$39.95 on a continuous basis.


ADORE ME


Need Help? Get a Real Person Right Away: 1.800.433.2367


SHIPPING

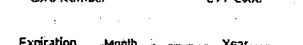
BILLING

REVIEW

Shipping To 

First Name Last Name 

Address Line 1 

Address Line 2 

City State Zip Code

Telephone Number [Why ask?](#)

☒ I would like to receive SMS notifications

**3 to 5 days free delivery** Express Delivery

Card Number CVV Code

Expiration Month Year

☒ Billing same as shipping address

☐ Include a personalized gift message: \$1.95  
The message will be printed on a postcard.

1 Item \$39.95



**Harlow Unlined**  
Bra size: Harlow XS  
Panty size: Harlow Cheeky XS  
Quantity: 1

Regular:	\$49.95
VIP Discount:	-\$10.00
Subtotal:	\$39.95
V.I.P Welcome Discount:	-\$15.00
Shipping & Exchange:	FREE
<b>Total (USD):</b>	<b>\$24.95</b>

**PLACE ORDER**

30-day, no questions asked free exchanges.

*Defendant's final page of the check-out process did not, and does not, contain any of the Automatic-renewal offer terms needed as defined by Cal. Bus. & Prof. Code § 17601(b) and §17602(a).*

32. Despite providing the "FAQ" and "What do I need to do as a VIP" links, Defendant failed to provide the customer with the terms of the auto-renewal service in a clear and conspicuous manner *before* the subscription or purchasing agreement was fulfilled and *in visual proximity*, to the request for consent to the VIP Membership offer. *See* Cal. Bus. & Prof. Code § 17602(a)(1). Further, the checkout process fails 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. *See* Cal. Bus. & Prof. Code § 17602(a)(3).

**Defendant Failed to Present the Automatic Renewal Offer Terms or Continuous Offer Terms in a Clear and Conspicuous Manner Before the Subscription or Purchasing Agreement was Fulfilled and in Visual Proximity to the Request for Consent to the Offer in violation of Cal. Bus. & Prof. Code § 17602(a)(1)**

33. Upon knowledge and belief, during the Class Period, Defendant's check out process failed to meet the requirements set out in Cal. Bus. & Prof. Code § 17602. Specifically, Defendant

1 failed to present the auto-renewal terms in a clear and conspicuous manner (i.e. text that is larger than  
2 the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or  
3 set off from the surrounding text) before the VIP Membership service was fulfilled. Defendant also  
4 failed to present the terms in visual proximity to the request for consent to the offer, in a manner that  
5 calls the reader's attention to:

- 6 a. The fact that Defendant's VIP Membership service will continue until the  
7 Plaintiff and Class members cancel;
- 8 b. The cancellation policy that applies to Defendant's VIP Membership  
9 service;
- 10 c. The recurring charges that will be charged to the consumer's Payment  
11 Method, and that the amount of the charge may change, and the amount to  
12 which the charge will change, if known; and
- 13 d. The length of the VIP Membership service or that the service is  
14 continuous, unless the length of the term is chosen by the consumer.

15 34. Defendant thus made, and continues to make, an automatic renewal or continuous  
16 service offer to consumers, including Plaintiff and the Class, yet failed, and continues to fail, to  
17 present the automatic renewal offer terms, or continuous service offer terms, in a clear and  
18 conspicuous manner and in visual proximity to the request for consent to the offer before the  
19 subscription or purchasing agreement was and is fulfilled in violation of Cal. Bus. & Prof. Code §  
20 17602(a)(1).

21 **Defendant Failed to Obtain Affirmative Consent to the Terms and Conditions of Defendant's**  
22 **VIP Membership Service in Violation of Cal. Bus. & Prof. Code § 17602(a)(2)**

23 35. Upon information and belief, throughout the class period, after clicking the applicable  
24 box on the first and final page of the check-out process, Plaintiff's and the Class member's Payment  
25 Method were, and are, charged for their enrollment. Thereafter, Defendant charged, and continues to  
26 charge, Plaintiff's and the Class member's Payment Method on a recurring basis, and as such, is an  
27 automatic renewal plan within the meaning of Cal. Bus. & Prof. Code § 17601(a). Furthermore, the  
28 VIP Membership continues until cancelled, and therefore is, and was, a continuous service plan or

1 arrangement as defined by Cal. Bus. & Prof. Code § 17601(e).

2 36. Prior to charging Plaintiff's and the Class member's Payment Method, Defendant  
3 failed, and continues to fail, to obtain Plaintiff's and the Class member's affirmative consent to  
4 Defendant's VIP Membership service. Defendant, failed, and continues to fail, to include the VIP  
5 Membership service automatic renewal offer terms on the final page of the check-out process before  
6 the transaction is complete.

7 37. Defendant's violation of Cal. Bus. & Prof. Code § 17602(a) has in turn, deemed "all  
8 goods, wares, merchandise, or products" sent to Plaintiff and the Class under Defendant's Auto-  
9 renewal subscription, to be unconditional gifts pursuant to Cal. Bus. & Prof. Code § 17603. As a  
10 result, Plaintiff and the Class may use or dispose of the same in any manner they see fit without any  
11 obligation whatsoever on their part to Defendant, including, but not limiting to, bearing the cost of, or  
12 responsibility for, shipping any goods, wares, merchandise, or products to the business.

13 **Defendant Failed to Provide an Acknowledgement That Includes the VIP Membership Terms**  
14 **of Use, Cancellation Policy, and Information on How to Cancel in a Manner That is Capable of**  
15 **Being Retained by the Consumer as Required by Cal. Bus. & Prof. Code § 17602(a)(3)**

16 38. Upon knowledge and belief, Defendant sent an email to Plaintiff and the Class after  
17 their purchase of the VIP Membership that failed, and continues to fail, to provide an  
18 acknowledgement that includes the Auto-renewal terms and conditions, cancellation policy, and  
19 information on how to cancel in a manner that is capable of being retained by the Plaintiff and Class,  
20 in violation of Cal. Bus. & Prof. Code § 17602(a)(3).

21 39. As a result of the above, Defendant's unlawful policies and/or practices, as alleged  
22 herein, are in violation of Cal. Bus. & Prof. Code § 17600, et seq.

23 **CLASS ACTION ALLEGATIONS**

24 40. Plaintiff brings this class action individually and on behalf of the Class and seeks to  
25 represent:

26 All persons within California who enrolled into Defendant's VIP  
27 Membership service as part of an automatic renewal plan or continuous  
28 service offer and was subsequently charged for such by Defendant within  
the four years prior to the filing of this Complaint (hereafter, the "Class").

41. Excluded from the Class are Defendant's: officers, directors, and employees; any

1 entity in which Defendant has a controlling interest; the affiliates, legal representatives, attorneys,  
2 heirs, and assigns of the Defendant; and any Judge who is assigned to this case.

3       **42. Numerosity:** The proposed Class is so numerous that individual joinder of all its  
4 members are impracticable. Due to the nature of the trade and commerce involved, Plaintiff believes  
5 that the total number of Class members is at least in the thousands and that members of the Class are  
6 numerous and geographically dispersed across California. While the exact number and identities of  
7 the Class members are unknown at this time, such information can be ascertained through appropriate  
8 investigation and discovery. The disposition of the claims of the Class members in a single class  
9 action will provide substantial benefits to all parties and to the Court.

10       **43. Common Questions of Law and Fact Predominate:** There are many questions of  
11 law and fact common to the representative Plaintiff and the Class, and those questions substantially  
12 predominate over any questions that may affect individual Class members. The common questions of  
13 fact and law include, but are not limited to, the following:

- 14       a. Whether Defendant charged Plaintiff's and Class member's Payment  
15       Method for an automatic renewal or continuous service without first  
16       obtaining Plaintiff's and the Class member's affirmative consent to the  
17       agreement containing the automatic renewal offer terms or continuous  
18       offer terms;
- 19       b. Whether Defendant's check out process contains the automatic renewal  
20       offer terms and/or continuous service offer terms as defined by Cal. Bus.  
21       & Prof. Code § 17601;
- 22       c. Whether Defendant failed to present the automatic renewal offer terms or  
23       continuous service offer terms in a clear and conspicuous manner before  
24       the subscription or purchasing agreement was fulfilled, and in visual or  
25       temporal proximity to the request for consent to the offer;
- 26       d. Whether Defendant failed to present a cancellation policy and information  
27       regarding how to cancel in a manner that is capable of being retained by  
28       Plaintiff and the Class;

- 1 e. Whether Plaintiff and the Class are entitled to restitution under Cal. Bus.  
2 & Prof. Code § 17200 – 17203;  
3 f. Whether Plaintiff and the Class members are entitled to declaratory relief,  
4 injunctive relief and/or restitution; and  
5 g. The proper formula(s) for calculating and/or restitution owed to Plaintiff  
6 and the Class.

7 44. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class.  
8 Plaintiff and the Class have been similarly affected by Defendant's conduct since Plaintiff and the  
9 Class were a customer of Defendant, did not receive adequate notice of the automatic renewal offer  
10 or continuous service offer in a clear and conspicuous manner, and in close proximity to the request  
11 for consent to the offer, and were not presented with a cancellation policy and information regarding  
12 how to cancel in a manner that is capable of being retained by both Plaintiff and the Class. Plaintiff  
13 and the Class are entitled to relief under the same causes of actions.

14 45. **Adequacy of Representation:** Plaintiff will fairly and adequately represent and  
15 protect the interests of the Class. Plaintiff has retained counsel with substantial experience in  
16 handling complex class action litigation. Plaintiff and her counsel are committed to prosecuting this  
17 Action vigorously on behalf of the Class and have the financial resources to do so.

18 46. **Superiority of Class Action:** Plaintiff and the Class have suffered and will continue  
19 to suffer harm as a result of Defendant's unlawful and wrongful conduct. A class action is superior to  
20 other available methods for the fair and efficient adjudication of the present controversy. Class  
21 members have little interest in individually controlling the prosecution of separate actions because the  
22 individual damage claims of each Class member are not substantial enough to warrant individual  
23 filings. In sum, for many, if not most, Class members, a class action is the only feasible mechanism  
24 that will allow an opportunity for legal redress and justice.

25 47. Adjudication of individual Class members' claims with respect to Defendant would, as  
26 a practical matter, be dispositive of the interests of other members not parties to the adjudication, and  
27 could substantially impair or impede the ability of other Class members to protect their interests.  
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**FIRST CAUSE OF ACTION**

**Violation of Cal. Bus. & Prof. Code §§ 17600, et seq.**

**(California's Automatic Purchase Renewal Statute)**

**(By Plaintiff and the Class Against Defendant)**

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

49. Cal. Bus. & Prof. Code § 17602(a)(1) 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:

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

50. Defendant failed to present the VIP Membership terms in a clear and conspicuous manner and in visual proximity to the request for consent to the offer before the agreement was fulfilled.

51. As a result of Defendant's violations of Cal. Bus. & Prof. Code § 17602(a)(1), Defendant is subject under Cal. Bus. & Prof. Code § 17604 to all civil remedies that apply to a violation of Article 9, of Chapter 1, of Part 3, of Division 7 of the Cal. Bus. & Prof. Code ("Automatic Purchase Renewals").

52. Cal. Bus. & Prof. Code § 17602(a)(2) 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:

...

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

53. Defendant charged Plaintiff's, and continues to charge, the Class member's Payment Method for the VIP Membership without first obtaining Plaintiff's and the Class member's

1 affirmative consent to the terms and conditions of the automatic renewal or continuous service offer.

2 54. As a result of Defendant's violations of Cal. Bus. & Prof. Code § 17602(a)(2),  
3 Defendant is subject under Cal. Bus. & Prof. Code § 17604 to all civil remedies that apply to a  
4 violation of Article 9, of Chapter 1, of Part 3, of Division 7 of the Cal. Bus. & Prof. Code.

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

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

8 ...

9 (3) Fail to provide an acknowledgement that includes the automatic renewal or  
10 continuous service offer terms, cancellation policy, and information regarding how to  
11 cancel in a manner that is capable of being retained by the consumer. If the offer  
12 includes a free trial, the business shall also disclose in the acknowledgement how to  
cancel and allow the consumer to cancel before the consumer pays for the goods or  
services.

13 56. Defendant failed to provide an acknowledgement that includes the VIP Membership  
14 terms of the auto-renewing service, cancellation policy, and information on how to cancel the  
15 automatic renewal or continuous service offer in a manner that is capable of being retained by the  
16 Plaintiff and the Class.

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

20 **SECOND CAUSE OF ACTION**

21 **Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.**

22 **(California's Unfair Competition Law)**

23 **(By Plaintiff and the Class Against Defendant)**

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

26 59. Cal. Bus. & Prof. Code § 17200, et seq. (the "UCL") prohibits unfair competition in  
27 the form of any unlawful, unfair, or fraudulent business acts or practices. Cal. Bus. & Prof. Code §  
28 17204 allows "a person who has suffered injury in fact and has lost money or property" to prosecute

1 a civil action for violation of the UCL. Such person may bring such an action on behalf of himself or  
2 herself and others similarly situated who are affected by the unlawful, unfair, or fraudulent business  
3 practice.

4 60. Upon knowledge and belief, since four years prior to the filing of this Complaint,  
5 Defendant has committed, and continues to commit, unlawful, unfair, and/or fraudulent business acts  
6 and practices as defined by the UCL, by violating Cal. Bus. & Prof. Code § 17600, *et seq.*

7 61. As a direct and proximate result of Defendant's unlawful, unfair, and/or fraudulent  
8 acts and practices described herein, Defendant has received, and continues to hold, unlawfully  
9 obtained property and money belonging to Plaintiff and the Class in the form of payments made for  
10 Defendant's VIP Membership by Plaintiff and the Class. Defendant has profited from its unlawful,  
11 unfair, and/or fraudulent acts and practices in the amount of those business expenses and interest  
12 accrued thereon.

13 62. Plaintiff and the Class members are entitled to restitution pursuant to Cal. Bus. & Prof.  
14 Code §§ 17203 and 17208 for all monies paid by Plaintiff and the Class under the VIP Membership  
15 at rates specified by law. Defendant should be required to disgorge all the profits and gains it has  
16 reaped and restore such profits and gains to Plaintiff and the Class, from whom they were unlawfully  
17 taken.

18 63. Plaintiff and the Class members are entitled to enforce all applicable penalty  
19 provisions pursuant to Cal. Bus. & Prof. Code § 17202.

20 64. Plaintiff has assumed the responsibility of enforcement of the laws and public policies  
21 specified herein by suing on behalf of herself and other similarly-situated Class members. Plaintiff's  
22 success in this Action will enforce important rights affecting the public interest. Plaintiff will incur a  
23 financial burden in pursuing this action in the public interest. An award of reasonable attorneys' fees  
24 of Plaintiff is thus appropriate pursuant to California Code of Civil Procedure § 1021.5.

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**THIRD CAUSE OF ACTION**

**Violation of Cal. Bus. & Prof. Code § 17535, et seq.**

**(Injunctive Relief and Restitution)**

**(By Plaintiff and the Class Against Defendant)**

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

66. Cal. Bus. & Prof. Code § 17535 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of this Code. Such a person may bring such an action on behalf of herself and others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

67. Upon knowledge and belief, at least four years prior to the filing of this Complaint, and continuing to date, Defendant has committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Cal. Bus. & Prof. Code § 17535, by violating Cal. Bus. & Prof. Code § 17600, et seq.

68. 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 receive unlawfully obtained property and money belonging to Plaintiff and the Class members in the form of payments made for the VIP Membership.

69. Defendant has profited from its unlawful, unfair, and/or fraudulent acts and practices in the amount of those unlawful VIP Membership charges and interests accrued.

70. Plaintiff and the Class are entitled to injunctive relief under restitution as set out in Cal. Bus. & Prof. Code § 17535, et seq. for all monies paid by Plaintiff and Class members under the Defendant's VIP Membership service from the date of first enrollment to the date of such restitution, at rates to be determined at trial. Defendant should be required to disgorge all the profits and gains it has reaped as a result of the unlawful conduct alleged herein.

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///

///

**PRAYER FOR RELIEF**

WHEREFORE Plaintiff prays for judgment as follows:

- A. For an order certifying this Action as a class action and appointing Plaintiff and her Counsel to represent the Class;
- B. For equitable relief enjoining Defendant from engaging in the wrongful conduct complained of herein pertaining to Defendant's VIP Membership service;
- C. For restitution and disgorgement of all money or property wrongfully obtained by Defendant by means of their herein-alleged unlawful, unfair, and fraudulent business practices;
- D. For an accounting by Defendant for any and all profits derived by Defendant from their herein-alleged unlawful, unfair, and/or fraudulent conduct and/or business practices;
- E. An award of general damages according to proof;
- F. An award of special damages according to proof;
- G. An award of statutory damages according to proof;
- H. Exemplary damages;
- I. For an award of costs of suit and attorneys' fees, as allowable by law;
- J. For an award of pre- and post-judgment interest, to the extent allowable; and
- K. Such other and further relief as this Court may deem just and proper.

Dated: June 8, 2016

KIRTLAND & PACKARD LLP

By: 


MICHAEL LOUIS KELLY  
BEHRAM V. PAREKH  
HEATHER BAKER DOBBS

**JURY TRIAL DEMANDED**

Plaintiff demands a jury trial on all issues so triable.

Dated: June 8, 2016

KIRTLAND & PACKARD LLP

By:   
MICHAEL LOUIS KELLY  
BEHRAM V. PAREKH  
HEATHER BAKER DOBBS

*Counsel for Plaintiff, and all  
others similarly situated*

002539.00001 170191

06/08/2016

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

FOR COURT USE ONLY

Michael Louis Kelly-82063/Heather Baker Dobbs-261303  
KIRTLAND & PACKARD LLP  
2041 Rosecrans Avenue  
Third Floor  
El Segundo, CA 90245

TELEPHONE NO.: (310) 536-1000 FAX NO.: (310) 536-1001

ATTORNEY FOR (Name): Plaintiff and all others similarly situated

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 N. Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central

CASE NAME: LAUREN MILLER v. ADOREME, INC., et al.

**FILED**Superior Court of California  
County of Los Angeles

JUN 08 2016

Sherri R. Carter, Executive Officer/Clerk

By Ishayla Chambers, Deputy

BC 6 23043

CASE NUMBER:

JUDGE:

DEPT:

**CIVIL CASE COVER SHEET**

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**☐ **Counter** ☐ **Joinder**Filed with first appearance by defendant  
(Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:**Auto Tort**

☐ Auto (22)  
☐ Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

☒ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

**Employment**

☐ Wrongful termination (36)  
☐ Other employment (15)

**Contract**

☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

**Real Property**

☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

**Unlawful Detainer**

☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

**Judicial Review**

☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation**  
(Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**

☐ RICO (27)  
☐ Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses  
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): three

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 8, 2016

Michael Louis Kelly-82063/Heather Baker

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

• Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.

• File this cover sheet in addition to any cover sheet required by local court rule.

• If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.

• Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition



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CASE NUMBER

BC 6 2 3 0 4 3

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL<sup>7-10</sup> ☐ HOURS/ ☒ DAYS

**Item II. Indicate** the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office                  |
|  | 11. Mandatory Filing Location (Hub Case)                   |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/Property Damage/ Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.	

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CASE NUMBER

Non-Personal Injury/Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: LAUREN MILLER v.ADOREME, INC., et al.

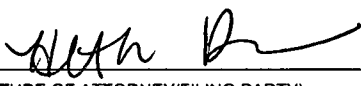
CASE NUMBER

**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 10202 Washington Blvd.		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90232			

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd. (a)].

Dated: June 8, 2016

  
(SIGNATURE OF ATTORNEY/FILING PARTY)  
Michael Louis Kelly /  
Heather Baker Dobbs

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

06/08/2016