

1 COOLEY LLP
MICHELLE C. DOOLIN (179445)
2 (doolinmc@cooley.com)
DARCIE A. TILLY (239715)
3 (dtilly@cooley.com)
HEATHER M. SPEERS (305380)
4 (hspeers@cooley.com)
4401 Eastgate Mall
5 San Diego, CA 92121
Telephone: (858) 550-6000
6 Facsimile: (858) 550-6420

7 Attorneys for Defendants
SYNAPSE GROUP, INC.,
8 SYNAPSECONNECT, INC.,
and TIME INC.

10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

13 SHANNON DALE PRICE and
14 CHERYL EDGEMON, individually
and on behalf of all others similarly
situated,

15 Plaintiffs,

16 v.

17 SYNAPSE GROUP, INC., a Delaware
18 corporation; SYNAPSECONNECT,
INC., a Delaware corporation; TIME
19 INC., a Delaware corporation; and
DOES 1–50, inclusive,

20 Defendants.
21

Case No. **'16CV1524 BAS BLM**

**NOTICE OF REMOVAL OF
ACTION
(28 U.S.C. §§ 1332, 1441, & 1453)**

22 TO PLAINTIFFS, THEIR ATTORNEYS, AND THE ABOVE-CAPTIONED
23 COURT:

24 PLEASE TAKE NOTICE that defendants Synapse Group, Inc. and
25 SynapseConnect, Inc. (collectively “Synapse”), and Time Inc. (collectively with
26 Synapse, “Defendants”) remove the above-captioned action from the Superior
27 Court of the State of California for the County of San Diego, where the action is
28 now pending, to the United States District Court for the Southern District of

California. This civil action is removed on the basis of diversity jurisdiction under 28 U.S.C. §§ 1332, 1441, and 1453. For the reasons set forth below, this Court has subject matter jurisdiction under the Class Action Fairness Act of 2005 (“CAFA”), codified in part at 28 U.S.C. §§ 1332 and 1453.

PROCEDURAL HISTORY AND TIMELINESS OF REMOVAL

1. On or about May 17, 2016 plaintiffs Shannon Dale Price and Cheryl Edgemon (“Plaintiffs”) commenced a civil action in the Superior Court of the State of California for the County of San Diego, entitled *Price v. Synapse Group, Inc.*, Case No. 37-2016-00016453-CU-MC-CTL, by filing a complaint (the “Complaint”).

2. The Complaint, which is styled as a class action, alleges five causes of action, including false advertising, violation of California’s Consumer Legal Remedies Act, conversion, unfair competition, and unjust enrichment. (Compl., ¶¶ 24–60.) Plaintiffs base their claims on Defendants’ alleged violation of California’s Automatic Renewal Law, California Business & Professions Code § 17600 *et seq.* (*Id.*, at ¶¶ 24–37.)

3. Defendant Time Inc. was subsequently served with the summons and Complaint on May 20, 2016. A true and correct copy of the summons and Complaint is attached as Exhibit A. A true and correct copy the proof of service of summons on Time Inc. is attached as Exhibit B.

4. Defendant SynapseConnect, Inc. was subsequently served with the summons and Complaint on May 23, 2016. A true and correct copy of the proof of service of summons on SynapseConnect, Inc. is attached as Exhibit C.

5. Defendant Synapse Group, Inc. was subsequently served with the summons and Complaint on May 24, 2016. A true and correct copy of the proof of service of summons on Synapse Group, Inc. is attached as Exhibit D.

6. Defendants are also aware that the superior court has calendared a case management conference on November 18, 2016.

7. Defendants are not aware of the filing of any other process or pleading.

8. This Notice of Removal is timely because Defendants filed it within thirty days of when Plaintiffs served them with the summons and Complaint. *See* 28 U.S.C. § 1446(b).

9. Defendants will give Plaintiffs written notice as required under 28 U.S.C. § 1446(d) by serving Plaintiffs, through their counsel of record, with this Notice of Removal and all documents filed in support thereof and concurrently herewith on the date of filing of this Notice of Removal.

SUBJECT MATTER JURISDICTION

10. Under CAFA, a district court shall have original jurisdiction over any civil action styled as a class action in which: (1) the number of members of the proposed plaintiff class is not less than one hundred, in the aggregate; (2) “the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs”; and (3) “any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. §§ 1332(d)(2) & (d)(5). If a state court putative class action meets all of these three requirements, it may be removed to federal court. 28 U.S.C. § 1441(a) (“[A]ny civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant[.]”). This action meets each of CAFA’s requirements.

THE PROPOSED CLASS DOES NOT HAVE FEWER THAN 100 MEMBERS

11. Plaintiffs seek to certify a class defined as: “All individuals in California who, within the applicable statute of limitations, and in connection with a magazine selection or subscription through defendants obtained for personal, family, or household purposes, were enrolled by defendants in an automatic renewal program or a continuous service program. Excluded from the class are all employees of defendants, all employees of plaintiffs’ counsel, and the judicial officers to whom this case is assigned.” (Compl., ¶ 17.)

12. Plaintiffs allege that the class “consists of at least 100 members.” (*Id.*, ¶ 20.)

13. Without conceding liability, appropriateness of class treatment, appropriateness of Plaintiffs’ class definition, or the validity of Plaintiffs’ claim for relief, if the allegations in Plaintiffs’ Complaint are accepted as true, there are more than 100 proposed class members. (*Id.*, ¶ 20); *see Phillips v. Wellpoint, Inc.*, No. 10-cv-357-JPG, 2010 WL 4877718, at *2 (S.D. Ill. Nov. 23, 2010) (relying on the allegation in plaintiff’s complaint that “the proposed class will exceed 20,000 policyholders and group members” to support a finding of jurisdiction under CAFA).

14. Accordingly, CAFA’s first requirement is satisfied. *See* 28 U.S.C. § 1332(d)(5)(B).

THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION

15. Plaintiffs’ Complaint does not plead a specific amount of damages. Accordingly, Defendants “need only include a plausible allegation that the amount in controversy exceeds the jurisdictional threshold, and the defendant’s amount in controversy allegation should be accepted if not contested by the plaintiff or questioned by the court.” *Varsam v. Lab. Corp. of Am.*, No. 14CV2719 BTM JMA, 2015 WL 4199287, at *1 (S.D. Cal. July 13, 2015). If contested, removal is proper so long as Defendants establish by a preponderance of evidence that Plaintiffs demand in excess of \$5 million in damages in the aggregate for themselves and the putative class. *See Abrego Abrego v. Dow Chem. Co.*, 443 F.3d 676, 683 (9th Cir. 2006) (“Where the complaint does not specify the amount of damages sought, the removing defendant must prove by a preponderance of the evidence that the amount in controversy requirement has been met.”).

16. “In measuring the amount in controversy, a court must assume that the allegations of the complaint are true and that a jury will return a verdict for the plaintiff on all claims made in the complaint.” *Korn v. Polo Ralph Lauren Corp.*,

536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008). “The ultimate inquiry is what amount is put ‘in controversy’ by the plaintiff’s complaint, not what a defendant will *actually* owe.” *Id.* (emphasis in original); *accord Deehan v. Amerigas Partners, L.P.*, No. 08cv1009 BTM (JMA), 2008 WL 4104475, at *2 (S.D. Cal. Sept. 2, 2008); *Muniz v. Pilot Travel Centers LLC*, No. CIV. S-07-0325 FCD EFB, 2007 WL 1302504, at *3 (E.D. Cal. May 1, 2007).

17. Defendants’ burden of proof on removal “is not daunting, as courts recognize that . . . a removing defendant is *not* obligated to research, state, and prove the plaintiff’s claims for damages.” *Korn*, 536 F. Supp. 2d at 1204–05 (emphasis in original; internal quotation marks removed).

18. Here, Plaintiffs seek restitution “of all amounts that defendants charged or caused to be charged to plaintiffs’ and Class members’ credit cards, debit cards, or third-party payment accounts during the four years preceding the filing of this Complaint.” (Compl., ¶ 36.) Moreover, Plaintiffs have defined the class as “[a]ll individuals in California who . . . were enrolled by defendants in an automatic renewal program or a continuous service program.” (Compl., ¶ 17.)

19. Without conceding liability, appropriateness of class treatment, appropriateness of Plaintiffs’ class definition, or the validity of Plaintiffs’ claim for relief, as pled by Plaintiffs, the Complaint assumes a 100% violation rate and a 100% refund rate for subscription fees collected on automatic renewal contracts over the last four years. *See Muniz*, 2007 WL 1302504, at *4 (permitting a defendant to utilize a 100% violation rate when calculating amount in controversy since “plaintiff includes no fact-specific allegations that would result in a putative class or violation rate that is discernibly smaller than 100%” and plaintiff “is the master of [his] claims, and if [he] wanted to avoid removal, [he] could have alleged facts specific to [his] claims which would narrow the scope of the putative class or the damages sought. . . .”) (internal alterations and quotation marks omitted); *accord Varsam*, 2015 WL 4199287, at *2.

20. Without conceding liability, appropriateness of class treatment, appropriateness of Plaintiffs' class definition, or the validity of Plaintiffs' claim for relief, in the last four years Synapse has collected in excess of \$5 million in subscription fees from subscribers with California addresses who are in their second (or more) term of a subscription that renews. (Declaration of Eileen Peacock, ¶ 7.)

21. Moreover, under CAFA, the potential cost of an attorneys' fee award should also be considered when calculating the amount in controversy. *Lowdermilk v. U.S. Bank Nat'l Ass'n*, 479 F.3d 994, 1000 (9th Cir. 2007) ("We have held that attorneys' fees were properly included in the amount in controversy in a class action."), *overruled on other grounds, Rodriguez v. AT&T Mobility Servs. LLC*, 728 F.3d 975, 977 (9th Cir. 2013); *Yeroushalmi v. Blockbuster, Inc.*, No. CV 05-225-AHM (RCX), 2005 WL 2083008, at *3, *5 & n.4 (C.D. Cal. July 11, 2005) (holding that under CAFA, the amount put in controversy includes the potential fee award); *see also Tompkins v. Basic Research LL*, No. CIV. S-08-244 LKK/DAD, 2008 WL 1808316, *4 (E.D. Cal. Apr. 22, 2008) (including 25% of the common fund for attorneys' fees when calculating amount in controversy).

22. Here, Plaintiffs also seek attorneys' fees. (Compl., Prayer, ¶¶ 4, 8.)

23. Without conceding liability or the appropriateness of Plaintiffs' request for attorneys' fees, such fees could also potentially be significant because this is a putative statewide class action with, according to Plaintiffs, a class of "at least 100 members." (Compl., at ¶ 20.) Plaintiffs' request for attorneys' fees further takes the amount in controversy far beyond the statutory threshold. *See* 28 U.S.C. § 1332(d)(2).

THE PARTIES ARE CITIZENS OF DIFFERENT STATES

24. Plaintiff Price and Plaintiff Edgemon each alleges he or she "is an individual residing in San Diego County, California." (Compl., ¶ 1.)

25. Plaintiffs admit that Defendants are all Delaware corporations, but make no reference to their principal places of business. (*Id.*, ¶¶ 2–4); *see Korn*, 536

F. Supp. 2d at 1203 (“Plaintiff is bound by the allegations in his complaint...”). Time Inc.’s principal place of business is New York. (Declaration of Eileen Peacock, ¶ 3.) The principal place of business for Synapse Group, Inc. and SynapseConnect, Inc. is Connecticut. (*Id.*, ¶ 4.) See *Phillips v. Wellpoint, Inc.*, No. 10-cv-357-JPG, 2010 WL 4877718, at *2 (S.D. Ill. Nov. 23, 2010) (finding minimal diversity where defendant demonstrated via affidavit its principal place of business).

26. Plaintiffs and purported putative class members are citizens of California and not citizens of New York, Connecticut or Delaware, where Defendants are citizens. (Compl., ¶¶ 1–4, 17.) Consequently, minimum diversity is satisfied under 28 U.S.C. § 1332(d)(2)(A).

VENUE IS PROPER

27. Removal to this judicial district and division is proper under 28 U.S.C. §§ 1441(a) and 1446(a) because the state court action was originally pending in this judicial district—namely, the Superior Court of the State of California for the County of San Diego.

NOTICE TO THE SUPERIOR COURT OF SAN DIEGO COUNTY

28. Contemporaneously with the filing of this Notice of Removal, Defendants are filing a true and correct copy of this Notice of Removal and all documents filed in support thereof and concurrently therewith with the clerk of the Superior Court of the State of California for the County of San Diego, under 28 U.S.C. § 1446(d).

Dated: June 17, 2016

COOLEY LLP

/s/ Darcie A. Tilly
Darcie A. Tilly

Attorneys for Defendants
SYNAPSE GROUP, INC.,
SYNAPSECONNECT, INC., and TIME
INC.

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFSPRICE, SHANNON DALE
EDGEMON, CHERYL(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorneys (Firm Name, Address, and Telephone Number)
See attachment**DEFENDANTS**SYNAPSE GROUP, INC, SYNAPSECONNECT, INC., TIME INC, and
DOES 1-50County of Residence of First Listed Defendant San Diego
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.Attorneys (If Known)
See attachment**'16CV1524 BAS BLM****II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 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 checked="" type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <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	CIVIL RIGHTS <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	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332, 1441, and 1453

Brief description of cause:

False advertising; violation of California's CLRA; conversion; unfair competition; unjust enrichment

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

06/17/2016

SIGNATURE OF ATTORNEY OF RECORD

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.

CIVIL COVER SHEET ATTACHMENT

1. Plaintiffs' Counsel

DOSTART HANNINK & COVENEY LLP
James T. Hannink (131747) (jhannink@sdlaw.com)
Zach P. Dostart (255071) (zdostart@sdlaw.com)
4180 La Jolla Village Drive, Suite 530
La Jolla, CA 92037
Telephone: (858) 623-4200
Facsimile: (858) 623-4299

2. Defendants' Counsel

COOLEY LLP
Michelle C. Doolin (179445) (doolinmc@cooley.com)
Darcie A. Tilly (239715) (dtilly@cooley.com)
Heather M. Speers (305380) (hspeers@cooley.com)
4401 Eastgate Mall
San Diego, CA 92121
Telephone: (858) 550-6000
Facsimile: (858) 550-6420

Exhibit A

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): SYNAPSE GROUP, INC.,
a Delaware corporation;
SYNAPSECONNECT, INC., a Delaware corporation;
TIME INC., a Delaware corporation

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

SHANNON DALE PRICE and CHERYL EDGEMON

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/17/2016 at 10:39:19 AM

Clerk of the Superior Court
By Jessica Pascual, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Diego Superior Court
330 West Broadway
San Diego, CA 92101

CASE NUMBER:
(Número del Caso):

37-2016-00016453-CU-MC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

James T. Hannink (131747), Zach P. Dostart (255071); Tel No. (858) 623-4200

DOSTART HANNINK & COVENEY, LLP, 4180 La Jolla Village Dr, Ste 530, La Jolla, CA 92037

DATE:
(Fecha) 05/18/2016

Clerk, by
(Secretario)

J. Pascual
J. Pascual

Deputy
(Adjunto) 92037

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

- | | |
|--|---|
| under: <input type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

- ☐ by personal delivery on (date):



1 JAMES T. HANNINK (131747)
jhannink@sdlaw.com
2 ZACH P. DOSTART (255071)
zdostart@sdlaw.com
3 DOSTART HANNINK & COVENEY LLP
4180 La Jolla Village Drive, Suite 530
4 La Jolla, California 92037-1474
Tel: 858-623-4200
5 Fax: 858-623-4299

6 Attorneys for Plaintiffs

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/17/2016 at 10:39:19 AM
Clerk of the Superior Court
By Jessica Pascual, Deputy Clerk

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO

10
11 SHANNON DALE PRICE and CHERYL
12 EDGEMON, individually and on behalf of all
others similarly situated,

13 Plaintiffs,

14 vs.

15 SYNAPSE GROUP, INC., a Delaware
corporation; SYNAPSECONNECT, INC., a
16 Delaware corporation; TIME INC., a
Delaware corporation; and DOES 1-50,
17 inclusive,

18 Defendants.

CASE NO. 37-2016-00016453-CU-MC-CTL

CLASS ACTION COMPLAINT FOR:

- (1) FALSE ADVERTISING;
(2) VIOLATION OF THE CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT;
(3) CONVERSION;
(4) UNFAIR COMPETITION;
(5) UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. Plaintiff Shannon Dale Price ("Price") is an individual residing in San Diego
3 County, California. Plaintiff Cheryl Edgemon ("Edgemon") is an individual residing in San Diego
4 County, California. Edgemon and Price are collectively referred to herein as "plaintiffs."

5 2. Plaintiffs are informed and believe and thereon allege that defendant Synapse
6 Group, Inc. ("Synapse") is a Delaware corporation that does business in San Diego County,
7 including the marketing of magazine subscriptions.

8 3. Plaintiffs are informed and believe and thereon allege that defendant
9 SynapseConnect, Inc. ("SynapseConnect") is a Delaware corporation that does business in San
10 Diego County, including the marketing of magazine subscriptions.

11 4. Plaintiffs are informed and believe and thereon allege that defendant Time Inc.
12 ("Time") is a Delaware corporation that does business in San Diego County, including the
13 marketing of magazine subscriptions. Time is a publisher of numerous magazines, including
14 *Time*, *People*, *Sports Illustrated*, *Sunset*, *Fortune*, and others, that it markets to consumers through
15 a variety of channels, including through Synapse and/or SynapseConnect.

16 5. Plaintiffs are informed and believe and thereon allege that Synapse is a wholly-
17 owned subsidiary of Time; that SynapseConnect is a wholly-owned subsidiary of Synapse; that
18 there is such a unity of interest between these entities that their separateness has ceased; that Time
19 so controls and conducts the affairs of Synapse so as to render Synapse a mere instrumentality,
20 agency, conduit, or adjunct of Time, and that Time and Synapse so control and conduct the affairs
21 of SynapseConnect so as to render SynapseConnect a mere instrumentality, agency, conduit, or
22 adjunct of Time and Synapse; and that disregard of the corporate separateness of Synapse and
23 SynapseConnect is necessary to avoid those entities from being used to circumvent the California
24 Automatic Renewal Law, the California Consumers Legal Remedies Act, and/or the California
25 Unfair Competition Law or otherwise cause an unjust result.

26 6. Plaintiffs do not know the names of the defendants sued as DOES 1 through 50 but
27 will amend this complaint when that information becomes known. Plaintiffs allege on information
28 and belief that each of the DOE defendants is affiliated with one or more of the named defendants

1 in some respect and is in some manner responsible for the wrongdoing alleged herein, either as a
2 direct participant, or as the principal, agent, successor, alter ego, or co-conspirator of or with one
3 or more of the other defendants. For ease of reference, plaintiffs will refer to the named
4 defendants and the DOE defendants collectively as “defendants.”

5 7. Venue is proper in this judicial district because the complained of conduct occurred
6 in this judicial district.

7 GENERAL ALLEGATIONS

8 8. Defendants are engaged in an illegal “automatic renewal” scheme for magazine
9 subscriptions. Under the guise of providing consumers the opportunity to obtain magazines either
10 free or at a discounted price for a specific term, defendants actually enroll consumers in a program
11 that automatically renews the subscriptions from year-to-year and results in annual charges to the
12 consumer’s credit card, debit card, or third party payment account without providing the requisite
13 disclosures and without obtaining the requisite authorizations required by California law.

14 9. In or about February 2014, after plaintiff Price made an online purchase at a retailer
15 and filled out a follow-up survey, defendants presented Price with a “Complimentary \$100
16 Reward” stating that he was entitled to receive a “full year of issues” of “up to 5 complimentary
17 magazines” at a cost of just \$2.00 per magazine (for either the magazine itself or “processing”).
18 Price selected two magazines and paid the total cost of \$4.00 with his credit card by entering his
19 credit card information.

20 10. Unbeknownst to Price, defendants enrolled him in a program under which the
21 “subscriptions” would “automatically renew” each year, at a much higher price. The following
22 year, without plaintiff Price’s authorization, defendants charged Price’s credit card approximately
23 \$71—a price increase of about 1,700% —supposedly for renewal of the two magazines Price had
24 selected the previous year in response to the survey’s “Complimentary \$100 Reward.”

25 11. Based on information recently provided by an employee of one of the magazines,
26 Plaintiff Price is informed and believes and thereon alleges that Exhibit 1 attached hereto is the
27 same as or substantially similar to the “reward” that was presented to him by defendants in or
28 about February 2014. Although plaintiff Price was not aware of it when he selected the two

1 magazines, at the bottom of the selection page (Ex. 1 at 8), above a large red button labeled
 2 “Continue,” there is a paragraph in tiny print, the second to last sentence of which reads as
 3 follows:

4 All selections come with automatic renewal features. Click “Continue” for full details.

5 12. On information and belief, the next page presented to plaintiff Price (as “Step 2”)
 6 was to enter his delivery information. Ex. 1 at 9.

7 13. On information and belief, the next page presented to plaintiff Price (as “Step 3”)
 8 was to enter his credit card information. Ex. 1 at 10. Just above the space for entry of credit card
 9 information, in red font, appears the message: “Your Reward Selection is complete.” Just below
 10 the space for entry of credit card information, under the large heading “Important Reward Details”
 11 and above a large red button labeled “Complete,” there is a 10-sentence paragraph in small font, of
 12 which paragraph the fourth and fifth sentences read:

13 After the first term, all selections will continue. Each year, you’ll receive a reminder notice specifying
 14 price plus processing (and any applicable sales tax) and billing terms for the next term of issues and
 you authorize the account you provide to be charged the rate on the notice for the next term of issues
 unless you choose to cancel: 1-800-429-2550.

15 14. Those sentences are a legal nullity because, as a matter of law, the selection of
 16 magazines in response to defendants’ “Complimentary \$100 Reward” could not give rise to an
 17 agreement for automatic renewal or continuous service. That is so for at least the following
 18 reasons:

19 a. Defendants failed to present automatic renewal offer terms or continuous
 20 service offer terms in a manner that is “clear and conspicuous” and “in visual proximity” to a
 21 request for consent to an offer, in violation of Cal. Bus. & Prof. Code § 17602(a)(1);

22 b. Defendants charged plaintiff’s credit card without first obtaining plaintiff’s
 23 affirmative consent to an agreement containing clear and conspicuous disclosure of automatic
 24 renewal offer terms or continuous service offer terms, in violation of Cal. Bus. & Prof. Code
 25 § 17602(a)(2); and

26 ///

27 ///

28 ///

1 c. Defendants failed to provide an acknowledgment that includes automatic
2 renewal or continuous service offer terms, cancellation policy, and information regarding how to
3 cancel in a manner that was capable of being retained by plaintiff, in violation of Cal. Bus. & Prof.
4 Code § 17602(a)(3).

5 15. Within the applicable limitations period, after plaintiff Edgemon completed an
6 online survey, defendants presented Edgemon with the opportunity to select magazines at a cost of
7 just \$2.00 per magazine (for either the magazine itself or “processing”). Edgemon selected four
8 magazines (including *Real Simple*, a Time publication) at a total cost of \$8.00, and paid that
9 amount with her credit card by entering her credit card information. Unbeknownst to Edgemon,
10 defendants enrolled her in a program under which the “subscriptions” would “automatically
11 renew” each year, at a much higher price. The following year, without plaintiff Edgemon’s
12 authorization, defendants charged Edgemon’s credit card \$190.00—a price increase of 2,375%.
13 Plaintiff Edgemon is informed and believes and thereon alleges that, in connection with her
14 selection of the four magazines, the representations and disclosures made by defendants were
15 similar in form and content to those reflected in Exhibit 1.

16 16. Plaintiffs are informed and believe and thereon allege that defendants have made
17 the same, or similar, offers for complimentary rewards or discounted magazine subscriptions to
18 other California consumers, in connection with which defendants have charged the consumers’
19 credit cards, debit cards, and/or third-party payment accounts without authorization under the
20 guise that the magazine selections or subscriptions “automatically” renew and/or provide for
21 continuous service until cancelled by the consumer when, in fact, the offers and subsequent
22 charges are in violation of California law. Defendants engaged in such practices knowingly and
23 willfully.

24 **CLASS ACTION ALLEGATIONS**

25 17. Plaintiffs bring this lawsuit as a class action under Code of Civil Procedure § 382.
26 Plaintiffs seek to represent the following Class: “All individuals in California who, within the
27 applicable statute of limitations, and in connection with a magazine selection or subscription
28 through defendants obtained for personal, family, or household purposes, were enrolled by

1 defendants in an automatic renewal program or a continuous service program. Excluded from the
2 class are all employees of defendants, all employees of plaintiffs' counsel, and the judicial officers
3 to whom this case is assigned."

4 18. Ascertainability. The members of the Class may be ascertained by reviewing
5 records in the possession of defendants and/or third parties, including without limitation
6 defendants' marketing and promotion records, customer records, and billing records.

7 19. Common Questions of Fact or Law. There are questions of fact or law that are
8 common to the members of the class, which predominate over individual issues. Common
9 questions regarding the class include, without limitation: (1) defendants' policies, practices and
10 procedures for obtaining affirmative consent from customers before charging a credit card, debit
11 card, or third-party payment account for an automatic renewal or continuous service; (2) whether
12 defendants presented automatic renewal offer terms or continuous service offer terms in a manner
13 that is "clear and conspicuous" within the meaning of California law and in "visual proximity" to
14 a request for consent to the offer (or in the case of an offer conveyed by voice, in temporal
15 proximity to a request for consent to the offer); (3) whether defendants provide consumers with an
16 acknowledgment that includes automatic renewal or continuous service offer terms, the
17 cancellation policy, and information regarding how to cancel, in a manner that is capable of being
18 retained by the consumer; (4) defendants' record-keeping practices; and (5) the appropriate
19 remedies for defendants' conduct.

20 20. Numerosity. The Class is so numerous that joinder of all Class members would be
21 impracticable. Plaintiffs are informed and believe and thereon allege that the Class consists of at
22 least 100 members.

23 21. Typicality and Adequacy. Plaintiffs' claims are typical of the claims of the
24 members of the Class. Plaintiffs allege on information and belief that defendants enrolled Class
25 members in automatic renewal or continuous service offer programs without presenting applicable
26 terms in the manner required by law, charged Class members' credit cards, debit cards, or third-
27 party accounts without first obtaining the Class members' affirmative consent in the manner
28 required by California law, and failed to provide the requisite acknowledgment in a manner

1 capable of being retained by the Class members. Plaintiffs have no interests that are adverse to
 2 those of the other Class members. Plaintiffs will fairly and adequately protect the interests of the
 3 Class members.

4 22. Superiority. A class action is superior to other methods for resolving this
 5 controversy. Because the amount of restitution to which each Class member may be entitled is
 6 low in comparison to the expense and burden of individual litigation, it would be impracticable for
 7 Class members to redress the wrongs done to them without a class action forum. Furthermore, on
 8 information and belief, Class members do not know that their legal rights have been violated.
 9 Class certification would also conserve judicial resources and avoid the possibility of inconsistent
 10 judgments.

11 23. Defendants Have Acted on Grounds Generally Applicable to the Class. Defendants
 12 has acted on grounds that are generally applicable to the Class, thereby making appropriate final
 13 injunctive relief and/or declaratory relief with respect to the class as a whole.

14 FIRST CAUSE OF ACTION

15 False Advertising

16 24. Plaintiffs incorporate the allegations of paragraphs 1-23 as though set forth herein.

17 25. As part of California's False Advertising Law, the California Automatic Renewal
 18 Law, Cal. Bus. & Prof. Code § 17600 *et seq.*, became effective on December 1, 2010.

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

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

1 service is continuous, unless the length of the term is chosen by the consumer. (5) The minimum
2 purchase obligation, if any.”

3 28. Cal. Bus. & Prof. Code § 17601(e) defines the term “continuous service” as
4 meaning “a plan or arrangement in which a subscription or purchasing agreement continues until
5 the customer cancels the service.”

6 29. Cal. Bus. & Prof. Code § 17601(c) defines the terms “clear and conspicuous” and
7 “clearly and conspicuously” to means “in larger type than the surrounding text, or in contrasting
8 type, font, or color to the surrounding text of the same size, or set off from the surrounding text of
9 the same size by symbols or other marks, in a manner that clearly calls attention to the language.
10 In the case of an audio disclosure, ‘clear and conspicuous’ and ‘clearly and conspicuously’ means
11 in a volume and cadence sufficient to be readily audible and understandable.”

12 30. Cal. Bus. & Prof. Code § 17602(a) makes it unlawful for any business making an
13 automatic renewal offer or a continuous service offer to a consumer in California to do any of the
14 following:

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

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

25 (3) Fail to provide an acknowledgment that includes the automatic renewal
26 or continuous service offer terms, cancellation policy, and information
27 regarding how to cancel in a manner that is capable of being retained by
28 the consumer. If the offer includes a free trial, the business shall also

1 disclose in the acknowledgment how to cancel and allow the consumer
2 to cancel before the consumer pays for the goods or services.

3 31. Cal. Bus. & Prof. Code § 17602(b) requires that the acknowledgment specified in
4 § 17602(a)(3) include a toll-free telephone number, electronic mail address, or other mechanism
5 for cancellation.

6 32. In the case of a material change in the terms of an automatic renewal or continuous
7 service offer that has been accepted, Cal. Bus. & Prof. Code § 17602(c) makes it unlawful to fail
8 to provide the consumer with a clear and conspicuous notice of the material change.

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

17 34. Plaintiffs are informed and believe and thereon allege that, during the applicable
18 statute of limitations period, defendants have enrolled consumers, including plaintiffs and Class
19 members, in automatic renewal programs and/or continuous service programs and have violated
20 the California Automatic Renewal Law by, among other things, (a) failing to present automatic
21 renewal or continuous service offer terms in a clear and conspicuous manner before a selection,
22 subscription, or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer
23 conveyed by voice, in temporal proximity, to a request for consent to the offer; (b) charging the
24 consumer's credit card, debit card, or third-party payment account for an automatic renewal or
25 continuous service without first obtaining the consumer's affirmative consent to an agreement
26 containing clear and conspicuous disclosure of automatic renewal offer terms or continuous
27 service offer terms; and (c) failing to provide an acknowledgment that includes automatic renewal
28 or continuous service offer terms, cancellation policy, and information regarding how to cancel in

1 a manner that is capable of being retained by the consumer, all in violation of Cal. Bus. & Prof.
2 Code § 17602(a) and (b).

3 35. As a result of defendants' statutory violations, any automatic renewal or continuous
4 service offers made or attempted to be made by defendants to plaintiffs and Class members were
5 in violation of law and, therefore, such offers or attempted offers were not accepted by plaintiffs or
6 Class members and did not give rise to an agreement for automatic renewal or continuous service.
7 In the alternative, however, defendants would be in violation of Cal. Bus. & Prof. Code § 17602(c)
8 by having failed to provide plaintiffs and Class members with a clear and conspicuous notice of a
9 material change in price and information regarding how to cancel in a manner that is capable of
10 being retained by the consumer.

11 36. As a result of defendants' conduct, pursuant to Cal. Bus. & Prof. Code § 17603,
12 plaintiffs and Class members are entitled to restitution of all amounts that defendants charged or
13 caused to be charged to plaintiffs' and Class members' credit cards, debit cards, or third-party
14 payment accounts during the four years preceding the filing of this Complaint and continuing until
15 defendants' statutory violations cease.

16 37. As a result of defendants' conduct, pursuant to Cal. Bus. & Prof. Code § 17535,
17 plaintiffs and the Class members are entitled to an injunction enjoining defendants from making
18 magazine selection or subscription offers that do not comply with California law, from making
19 charges to credit cards, debit cards, or third-party payment accounts without prior affirmative
20 consent to an agreement containing "clear and conspicuous" disclosures of automatic renewal
21 offer terms or continuous service offer terms, and from failing to provide an acknowledgment that
22 includes clear and conspicuous disclosure of automatic renewal or continuous service offer terms,
23 cancellation policy, and information regarding how to cancel in a manner that is capable of being
24 retained by the consumer.

25 **SECOND CAUSE OF ACTION**

26 Violation of the Consumers Legal Remedies Act

27 38. Plaintiffs incorporate the allegations of paragraphs 1-35 as though set forth herein.
28

1 39. Plaintiffs and the Class members are “consumers” within the meaning of Cal. Civil
2 Code § 1761(d) in that plaintiffs and the Class members sought or acquired defendants’ goods
3 and/or services for personal, family, or household purposes.

4 40. Defendants’ selection and/or subscription offers and the magazines pertaining
5 thereto are “goods” and/or “services” within the meaning of Cal. Civil Code § 1761(a) and (b).

6 41. The purchases by plaintiffs and Class members are “transactions” within the
7 meaning of Cal. Civil Code § 1761(e).

8 42. Defendants have violated Cal. Civil Code § 1770, subdivisions (a)(5), (a)(9),
9 (a)(13) and (a)(17) by representing that defendants’ goods and services have certain characteristics
10 that they do not have; advertising goods and services with the intent not to sell them as advertised;
11 making false and misleading statements of fact concerning the reasons for, existence of and
12 amounts of price reductions; and by representing that the consumer will receive a rebate, discount,
13 or other economic benefit, if the earning of the benefit is contingent on an event to occur
14 subsequent to the consummation of the transaction.

15 43. Defendants’ conduct alleged herein was undertaken by defendants knowingly,
16 willfully, and with oppression, fraud, and/or malice, within the meaning of Cal. Civil Code §
17 3294(c).

18 44. Plaintiffs, on behalf of themselves and all other members the Class, seeks an
19 injunction prohibiting defendants from continuing their unlawful practices in violation of the
20 Consumers Legal Remedies Act, as described above.

21 **THIRD CAUSE OF ACTION**

22 Conversion

23 45. Plaintiffs incorporate the previous allegations as though fully set forth herein.

24 46. As a result of charges made by defendants to plaintiffs’ and Class members’ credit
25 cards, debit cards, and/or third-party payment accounts without authorization and in violation of
26 California law, defendants have taken money that belongs to plaintiffs and Class members.

27 47. The amount of money wrongfully taken by defendants is capable of identification.

28 ///

1 (g) representing that the consumer will receive a rebate, discount, or other economic benefit, if the
2 earning of the benefit is contingent on an event to occur subsequent to the consummation of the
3 transaction, in violation of Cal. Civil Code § 1770(a)(17); and (h) converting to defendants' own
4 use and benefit money that rightfully belongs to plaintiffs and Class members. Plaintiffs reserve
5 the right to allege other violations of law that constitute unlawful or unfair business acts or
6 practices.

7 53. Defendants' acts and omissions as alleged herein violate obligations imposed by
8 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,
9 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
10 attributable to such conduct.

11 54. There were reasonably available alternatives to further defendants' legitimate
12 business interests, other than the conduct described herein.

13 55. Defendants' acts, omissions, nondisclosures, and misleading statements as alleged
14 herein were and are false, misleading, and/or likely to deceive the consuming public.

15 56. Plaintiffs have suffered injury in fact and lost money as a result of defendants' acts
16 of unfair competition.

17 57. Pursuant to Cal. Bus. & Prof. Code § 17203, plaintiffs and the Class members are
18 entitled to an order: (1) requiring defendants to make restitution to plaintiffs and the Class
19 members; (2) enjoining defendants from charging plaintiffs' and Class members' credit cards,
20 debit cards, and/or third party payment accounts until such time as defendants obtain the
21 consumer's affirmative consent to an agreement that contains clear and conspicuous disclosures
22 of all automatic renewal or continuous service offer terms; and (3) enjoining defendants from
23 making automatic renewal or continuous service offers in the State of California that do not
24 comply with the California Automatic Renewal Law.

25 **FIFTH CAUSE OF ACTION**

26 **Unjust Enrichment**

27 58. Plaintiffs incorporate the allegations of paragraphs 1-44 as though fully set forth
28 herein.

59. As a result of charges made by defendants to plaintiffs' and Class members' credit cards, debit cards, and/or third-party payment accounts in violation of California law, defendants received money at the expense of plaintiffs and Class members. Defendants would be unjustly enriched if they were permitted to retain those funds, and defendants should be ordered to restore said funds to plaintiffs and Class members.

60. Plaintiffs allege this unjust enrichment claim in the alternative to relief provided under any legal claim alleged herein.

PRAYER

WHEREFORE, plaintiffs pray for judgment against defendants as follows:

On the First and Fourth Causes of Action:

1. For restitution;
2. For injunctive relief as alleged herein;

On the Second Cause of Action:

3. For injunctive relief as alleged herein;
4. For reasonable attorneys' fees pursuant to Cal. Civ. Code § 1780(e);

On the Third Cause of Action:

5. For damages in an amount to be proved at trial;
6. For punitive damages;

On the Fifth Cause of Action:

7. For restitution;

On All Causes of Action:

8. For reasonable attorneys' fees pursuant to Cal. Code Civ. Proc. § 1021.5;
9. For costs of suit;
10. For pre-judgment interest; and
11. For such other relief that the Court deems just and proper.

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1 Dated: May 17, 2016

DOSTART HANNINK & COVENEY LLP

2
3 
4 ZACH P. DOSTART
Attorneys for Plaintiffs

5 **DEMAND FOR JURY TRIAL**

6 Plaintiffs hereby demand a trial by jury of all claims and causes of action so triable.

7 Dated: May 17, 2016

DOSTART HANNINK & COVENEY LLP

8
9 
10 ZACH P. DOSTART
11 Attorneys for Plaintiffs

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Exhibit 1

http://www.mybonuscenter.com

Unroad Street Casual ADV / touring Showmobile Welcome, Alison Barkus! My Account My Wishlist Blog Log Out

Search Search entire store here Go

COMPARE PRODUCTS

You have no items to compare.

MY CART

You have no items in your shopping cart.

RECENTLY VIEWED PRODUCTS

Smooth Industries Youth Rompers Free Gas Blue 12-18

Fox Racing Obstacle No Show Womens Socks White

Parts Applications

Follow Us on

f

Twitter

Instagram

Sign Up for Our Free Catalog

Offroad - Street & Snow

Unroad

Your order has been received.

Thank you for your purchase!

Your order # is: 100040455

You will receive an order confirmation email with details of your order and a link to track its progress.

Click here to print a copy of your order confirmation.


BOB'S

Your Bob's Cycle Supply purchase qualifies you for a \$100 Reward!

Fill out our quick online survey to receive your offer reward

Continue

Survey and orders by bizrate

survey by **bizrate** 

Please take a moment to rate your shopping experience at Bob's Cycle Supply and you'll receive a special thank you (exclusively for US residents) valued at up to \$100 – up to 5 of your favorite magazines are complimentary. Just \$2 each for processing.

Bob's Cycle Supply wants to hear from YOU! Only 10-15 short questions.

How satisfied are you overall with this purchase experience at Bob's Cycle Supply?

	Not at all		A little		Somewhat		Quite a bit		Highly		
	1	2	3	4	5	6	7	8	9	10	n/a
Overall purchase experience	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

How likely are you to recommend Bob's Cycle Supply?

	Not at all likely		Unlikely		Perhaps		Likely		Highly likely		
	1	2	3	4	5	6	7	8	9	10	n/a
Likelihood to recommend	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

How likely are you to purchase from Bob's Cycle Supply the next time you are in the market to buy this type of product?

	Not at all likely		Unlikely		Perhaps		Likely		Highly likely		
	1	2	3	4	5	6	7	8	9	10	n/a
Likelihood to buy again	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

What categories of products did you just purchase from Bob's Cycle Supply?
Some categories listed below may not apply to this purchase.

<input type="checkbox"/> Apparel & Accessories	<input type="checkbox"/> Food & Drink	<input type="checkbox"/> Office Supplies
<input type="checkbox"/> Automotive	<input type="checkbox"/> Gifts & Flowers	<input type="checkbox"/> Pet Supplies
<input type="checkbox"/> Computer & Software	<input type="checkbox"/> Health & Beauty	<input type="checkbox"/> Sporting Goods
<input type="checkbox"/> Electronics	<input type="checkbox"/> Home & Garden	<input type="checkbox"/> Toys & Video Games
<input type="checkbox"/> Entertainment	<input type="checkbox"/> Musical Instruments	<input type="checkbox"/> Other

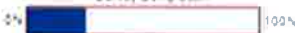
When do you expect all of the items in your order to be delivered?

Please share your email address so we can follow-up once your order has arrived.
Privacy is important. Your email address will never be used nor shared for marketing or other purposes without your permission.

Email Address: (Required)

We will email you to see how your order from Bob's Cycle Supply was fulfilled.

Make your opinion count! Please click "Continue Survey" to include your opinion

Survey Completed:  100%

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How satisfied are you with each of the following aspects of this purchase?

	1	2	3	4	5	6	7	8	9	10	n/a
	Not at all		A little		Somewhat		Quite a bit		Highly		
Prices relative to other online merchants	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Variety of shipping options	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Shipping charges	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Charges stated clearly before order submission	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Including this order, how many online purchases have you made from Bob's Cycle Supply in the last six months?

--Select--

Are all or part of the items in this order a gift?

--Select--


Continue Survey



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Please Tell Us A Little Bit About Yourself (Optional)

Gender

☐ Male ☐ Female

Age

--Select-- ▾

Education

--Select-- ▾

Marital Status

--Select-- ▾

Ethnicity or Origin

--Select-- ▾

Annual Household Income


--Select-- ▾

Children's Ages
Please check all that apply.

<input type="checkbox"/> Children under age 2	<input type="checkbox"/> Age 12-17
<input type="checkbox"/> Age 2-5	<input type="checkbox"/> I have no children under 18
<input type="checkbox"/> Age 6-11	<input type="checkbox"/> I have no children


Continue Survey

Survey Completion

0%  100%

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Share your comments about Bob's Cycle Supply

Your privacy is important to us. Please do not include personal information (name, address, phone number, email address, credit card number, or other personal information).

☐ Bob's Cycle Supply may contact me regarding my survey responses

☐ Yes! Sign me up for Bizrate's exclusive shopping community

Nickname:

Bizrate and Bob's Cycle Supply may publish your comment anonymously. By providing a nickname, you authorize publication under this nickname.

By submitting your review, you agree to our [Privacy Notice](#) and [User Agreement](#).


SUBMIT


Thank You

Thank you for completing your survey. As a special thank you, the first year of up to 5 magazines are complimentary. Choose from your favorite interests including Sports, Entertainment, Beauty and more all with the benefits of automatic renewal. This \$100.00 value is yours for completing this review.

Thank you for shopping at Bob's Cycle Supply, we look forward to your return visits!

Survey Completion

0%  100%

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As a Thank-You for completing our survey, Claim Your Complimentary \$100 Reward!

You're entitled to select up to 5 complimentary magazines – a \$100 value.

Processing is just \$2 per selection. See details and enjoy your favorites.



Select

TIME

*FULL YEAR OF ISSUES!



Select

Entertainment Weekly

*FULL YEAR OF ISSUES!



Select

Sports Illustrated

*FULL YEAR OF ISSUES!



Select

National Geographic

*FULL YEAR OF ISSUES!



Select

AFAR

*FULL YEAR OF ISSUES!



Select

PEOPLE

*10 ISSUES



Select

Allure

*FULL YEAR OF ISSUES!



Select

Autoweek

*FULL YEAR OF ISSUES!



Select

Better Homes and Gardens

*FULL YEAR OF ISSUES!



Select

Car and Driver

*FULL YEAR OF ISSUES!



Select

Cigar Aficionado

*FULL YEAR OF ISSUES!



Select

Condé Nast Traveler

*FULL YEAR OF ISSUES!



Select

Cosmopolitan

*FULL YEAR OF ISSUES!



Select

Elle

*FULL YEAR OF ISSUES!



Select

Entrepreneur

*FULL YEAR OF ISSUES!



Select

Fast Company

*FULL YEAR OF ISSUES!



Select

Fortune

*FULL YEAR OF ISSUES!



Select

Glamour

*FULL YEAR OF ISSUES!



Select

Harper's Bazaar

*FULL YEAR OF ISSUES!



Select

Health

*FULL YEAR OF ISSUES!



Select

InStyle

*FULL YEAR OF ISSUES!



Select

**Kiplinger's Personal
Finance Magazine**
FIRST YEAR ALREADY PAID!



Select

Money

*FULL YEAR OF ISSUES!



Select

Maxim
FIRST YEAR ALREADY PAID!



Select

NYLON

*FULL YEAR OF ISSUES!



Select

O, the Oprah Magazine
*FULL YEAR OF ISSUES!



Select

Outdoor Photographer
*FULL YEAR OF ISSUES!



Select

Popular Mechanics
*FULL YEAR OF ISSUES!



Select

Prevention
*FULL YEAR OF ISSUES!



Select

Redbook
*FULL YEAR OF ISSUES!



Select

Road & Track
*FULL YEAR OF ISSUES!



Select

Rolling Stone
*FULL YEAR OF ISSUES!



Select

Self

*FULL YEAR OF ISSUES!



Select

Seventeen

*FULL YEAR OF ISSUES!



Select

Sunset

*FULL YEAR OF ISSUES!



Select

This Old House

*FULL YEAR OF ISSUES!



Select

Us Weekly

*3 MONTHS OF ISSUES!



Select

Vanity Fair

*FULL YEAR OF ISSUES!



Select

Veranda

*FULL YEAR OF ISSUES!



Select

Vogue

*FULL YEAR OF ISSUES!



Select

Weight Watchers Magazine
FIRST YEAR ALREADY PAID!

Select

*Wine Spectator
*FULL YEAR OF ISSUES!

Select

Western Horseman
FIRST YEAR ALREADY PAID!

Select

Coastal Living
*FULL YEAR OF ISSUES!

Select

Black Enterprise
FIRST YEAR ALREADY PAID!

Select

Food + Wine
*FULL YEAR OF ISSUES!

Select

Cooking Light
*FULL YEAR OF ISSUES!

Select

Woman's Day
*FULL YEAR OF ISSUES!

My Selections (I'm enabled to select up to five)

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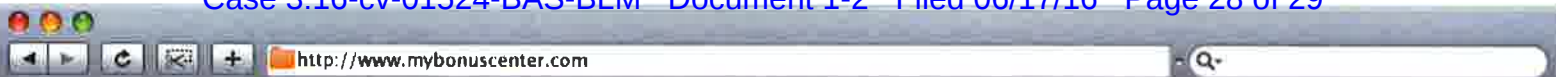
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[Edit Selections](#)

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Expiration Date:

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To verify your qualification, please enter the word below:

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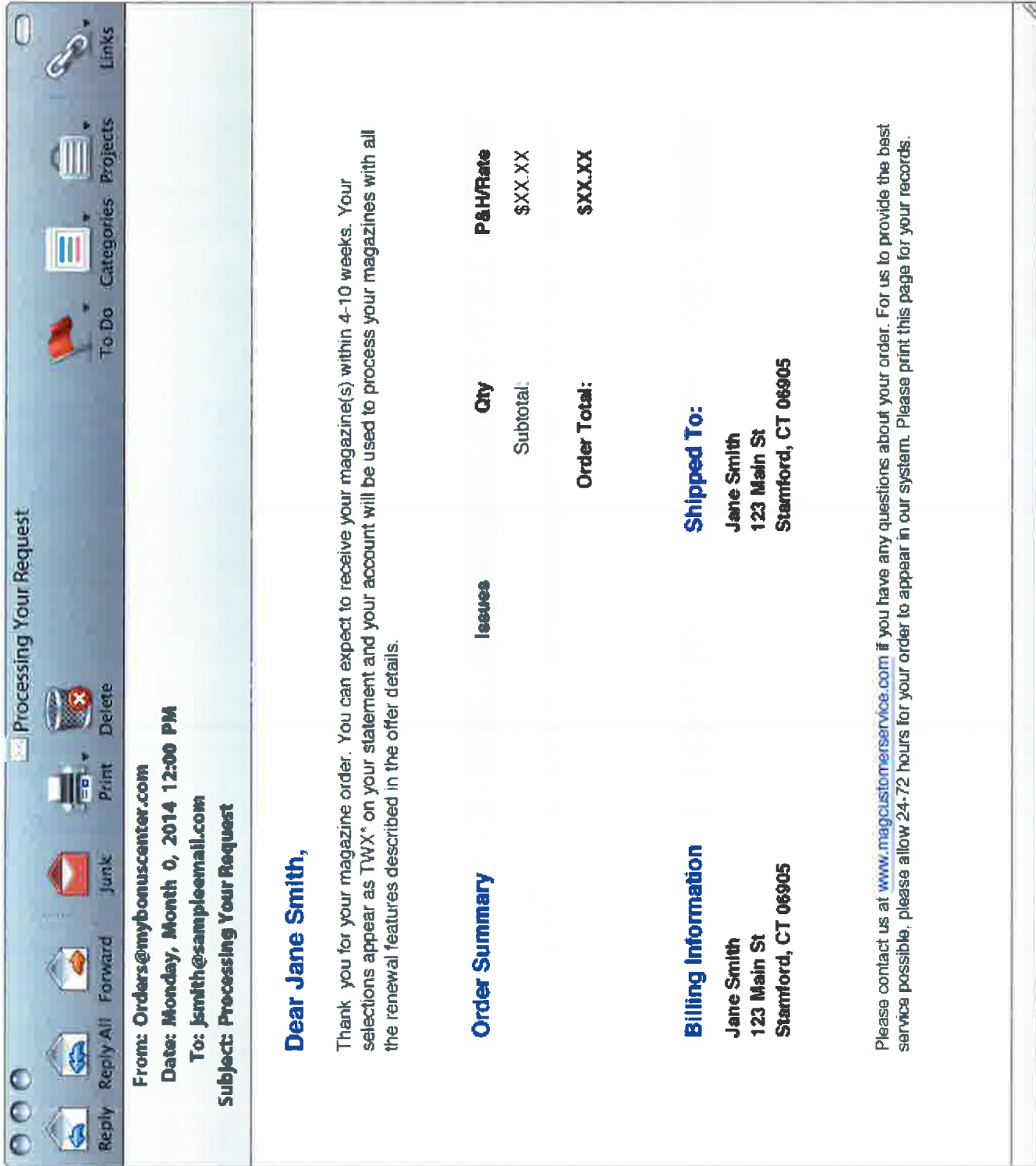


Exhibit B

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Zachariah Dostart, 255071 Dostart Hannink & Coveney LLP 4370 La Jolla Village Drive San Diego, CA 92122 TELEPHONE NO.: 858-623-4285 ATTORNEY FOR (Name):	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 05/31/2016 at 03:19:00 PM Clerk of the Superior Court By E- Filing, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO Central Branch 330 W. Broadway San Diego, CA 92101-3409	
PLAINTIFF/PETITIONER: Shannon Dale Price et al. DEFENDANT/RESPONDENT: Synapse Group Inc. et al.	CASE NUMBER: 37-2016-00016453-CU-MC-CTL
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 16685-1

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Complaint, Civil Case Cover Sheet, Declaration - Other, Declaration - Other, Original Summons, Notice of Case Assignment SD, Notice to Litigants SD, Stipulation to Alternative Dispute Resolution Process SD
3. a. Party served: Time Inc., a Delaware Corporation
 - b. Person Served: Amy McLaren, Corporate Operations Service Manager - Corporation Trust Company - Person Authorized to Accept Service of Process
4. Address where the party was served: 1209 Orange Street
Wilmington . DE 19801
5. I served the party
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 05/20/2016 (2) at (time): 11:51AM
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - d. on behalf of:

Time Inc., a Delaware Corporation
under: CCP 416.10 (corporation)
7. Person who served papers
 - a. Name: Stephen A. Kempski
 - b. Address: One Legal - 194-Marin
504 Redwood Blvd #223
Novato, CA 94947
 - c. Telephone number: 415-491-0606
 - d. The fee for service was: \$ 199.95
 - e. I am:
 - (1) Not a registered California process server.
8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 05/20/2016

Stephen A. Kempski

(NAME OF PERSON WHO SERVED PAPERS)

Stephen A. Kempski

(SIGNATURE)

Exhibit C

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Zachariah Dostart, 255071 Dostart Hannink & Coveney LLP 4370 La Jolla Village Drive San Diego, CA 92122 TELEPHONE NO.: 858-623-4285 ATTORNEY FOR (Name): Shannon Dale Price et al.	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 06/07/2016 at 03:48:00 PM Clerk of the Superior Court By E- Filing, Deputy Clerk
Superior Court of California, San Diego County Central Branch 330 W. Broadway San Diego, CA 92101-3409	
PLAINTIFF/PETITIONER: Shannon Dale Price et al. DEFENDANT/RESPONDENT: Synapse Group, Inc. et al.	CASE NUMBER: 37-2016-00016453-CU-MC-CTL
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 16685-1

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Complaint, Civil Case Cover Sheet, Declaration - Other, Declaration - Other, Original Summons, Notice of Case Assignment SD, Notice to Litigants SD, Stipulation to Alternative Dispute Resolution Process SD
3. a. Party served: SynapseConnect, Inc., a Delaware Corporation

 b. Person Served: Amy McLaren - The Corporation Trust Company - Person Authorized to Accept Service of Process
4. Address where the party was served: 1209 Orange Street
 Wilmington, DE 19801
5. I served the party
 a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 05/23/2016 (2) at (time): 12:08PM
6. The "Notice to the Person Served" (on the summons) was completed as follows:

BY FAX

d. on behalf of:

SynapseConnect, Inc., a Delaware Corporation
 under: CCP 416.10 (corporation)

7. Person who served papers

- a. Name: Stephen Kempski
- b. Address: One Legal - 194-Marin
 504 Redwood Blvd #223
 Novato, CA 94947

c. Telephone: 415-491-0606

d. The fee for service was: \$ 53.95

e I am:

(1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 06/01/2016

Stephen Kempski
 (NAME OF PERSON WHO SERVED PAPERS)

Stephen Kempski

(SIGNATURE)

Exhibit D

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Zachariah Dostart, 255071 Dostart Hannink & Coveney LLP 4370 La Jolla Village Drive San Diego, CA 92122 TELEPHONE NO.: 858-623-4285 ATTORNEY FOR (Name): Shannon Dale Price et al.	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 06/07/2016 at 03:48:00 PM Clerk of the Superior Court By E- Filing, Deputy Clerk
Superior Court of California, San Diego County Central Branch 330 W. Broadway San Diego, CA 92101-3409	
PLAINTIFF/PETITIONER: Shannon Dale Price et al. DEFENDANT/RESPONDENT: Synapse Group, Inc. et al.	CASE NUMBER: 37-2016-00016453-CU-MC-CTL
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 16685-1

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Complaint, Civil Case Cover Sheet, Declaration - Other, Declaration - Other, Original Summons, Notice of Case Assignment SD, Notice to Litigants SD, Stipulation to Alternative Dispute Resolution Process SD
3. a. Party served: Synapse Group, Inc., a Delaware Corporation
 b. Person Served: Amy McLaren - The Corporation Trust Company - Person Authorized to Accept Service of Process
4. Address where the party was served: 1209 Orange Street
 Wilmington, DE 19801
5. I served the party
 a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 05/24/2016 (2) at (time): 9:08AM
6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

BY FAX

Synapse Group, Inc., a Delaware Corporation
 under: CCP 416.10 (corporation)

7. Person who served papers

- a. Name: Stephen Kempski
- b. Address: One Legal - 194-Marin
 504 Redwood Blvd #223
 Novato, CA 94947
- c. Telephone: 415-491-0606
- d. The fee for service was: \$ 199.95
- e I am:
 (1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.
 Date: 06/01/2016

Stephen Kempski
 (NAME OF PERSON WHO SERVED PAPERS)

Stephen Kempski
 (SIGNATURE)

1 COOLEY LLP
2 MICHELLE C. DOOLIN (179445)
(doolinmc@cooley.com)
3 DARCIE A. TILLY (239715)
(dtilly@cooley.com)
4 HEATHER M. SPEERS (305380)
(hspeers@cooley.com)
4401 Eastgate Mall
5 San Diego, CA 92121
Telephone: (858) 550-6000
6 Facsimile: (858) 550-6420

7 Attorneys for Defendants
8 SYNAPSE GROUP, INC.,
9 SYNAPSECONNECT, INC.,
and TIME INC.

10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA
12

13 SHANNON DALE PRICE and
14 CHERYL EDGEMON, individually
15 and on behalf of all others similarly
situated,

16 Plaintiffs,

17 v.

18 SYNAPSE GROUP, INC., a Delaware
19 corporation; SYNAPSECONNECT,
INC., a Delaware corporation; TIME
20 INC., a Delaware corporation; and
DOES 1–50, inclusive,

21 Defendants.
22
23
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Case No. '16CV1524 BAS BLM

**DECLARATION OF EILEEN
PEACOCK IN SUPPORT OF
NOTICE OF REMOVAL OF
ACTION**

1 I, Eileen Peacock, declare:

2 1. I am Senior Vice President of Partnership Marketing and Sales at
3 Synapse Group, Inc. In my capacity as Senior Vice President of Partnership
4 Marketing and Sales, I have knowledge of and am familiar with the operations of
5 Synapse Group, Inc. and SynapseConnect, Inc., (collectively "Synapse") and Time
6 Inc. (collectively with Synapse, "Defendants"). Also, I have access to information
7 about relevant aspects of Synapse's operations and sales information. I have
8 personal knowledge of the following facts and if called as a witness, I could and
9 would testify competently to the matters stated herein.

10 2. At all relevant times Defendants were and are corporations organized
11 and existing under the laws of Delaware.

12 3. Time Inc.'s principal place of business at all relevant times was and is
13 in New York. Time Inc.'s worldwide headquarters and executive offices are
14 located at 225 Liberty Street, New York, New York 10281. Time Inc.'s executive
15 officers and senior management team and most of its corporate officers work out of
16 its New York headquarters and executive offices. Time Inc.'s corporate policies
17 and procedures are primarily set by its officers at its New York offices.

18 4. Synapse's principal place of business at all relevant times was and is
19 Connecticut. Synapse's worldwide headquarters and executive offices are located
20 at 225 High Ridge Road, East Building, Stamford, Connecticut 06905. Synapse's
21 executive officers and senior management team and most of its corporate officers
22 work out of its Connecticut headquarters and executive offices. Synapse's
23 corporate policies and procedures are primarily set by its officers at its Connecticut
24 offices.


25 5. I have knowledge of and am familiar with the approximate annual
26 volume of subscriptions of magazines associated with Synapse's business. Synapse
27 makes and maintains records of subscriptions in the regular course of business for,
28

1 among other reasons, fulfilling subscriptions, revenue recognition, and financial
2 reporting.

3 6. I understand that Plaintiffs contend in the Complaint that they selected
4 to receive certain magazines in connection with a promotional offering, and in
5 connection with that offer, Synapse allegedly enrolled them in an automatic
6 renewal plan without their authorization.

7 7. Without conceding liability, appropriateness of class treatment,
8 appropriateness of Plaintiffs' class definition, or the validity of Plaintiffs' claim for
9 relief, since May 17, 2012 Synapse has collected in excess of \$5 million in
10 subscription fees from subscribers with California addresses who are in their second
11 (or more) term of a subscription that renews.

12 I declare under the penalty of perjury under the laws of the United States of
13 America that the foregoing is true and correct. Executed on June 16, 2016, at
14 Stamford, Connecticut.

15
16 

17 Eileen Peacock
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