

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

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN DIEGO

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11 CATHIE CRUZ,
SHANNON DALE PRICE,
12 CHERYL EDGEMON,
ROBERT DAVENPORT,
PATRICK BERGERON, and
13 MARY SCHNURER,
individually and on behalf of all others
14 similarly situated,

15 Plaintiffs,

16 vs.

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

20 Defendants.

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CASE NO. 37-2018-00032240-CU-MC-CTL
CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

(1) VIOLATION OF THE CALIFORNIA
AUTOMATIC RENEWAL LAW
[Cal. Bus. & Prof. Code § 17600 et seq.]

(2) VIOLATION OF THE CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT
[Cal. Civ. Code § 1750 et seq.]

(3) FALSE ADVERTISING
[Cal. Bus. & Prof. Code § 17500 et seq.]

(4) UNFAIR COMPETITION
[Cal. Bus. & Prof. Code § 17200 et seq.]

[IMAGED FILE]

Judge: Hon. Ronald F. Frazier
Dept.: C-65

1 **PRELIMINARY ALLEGATIONS**

2 1. This action alleges that defendants Synapse Group, Inc. and SynapseConnect, Inc.
3 violate California law by enrolling consumers in “automatic renewal” magazine subscriptions and
4 posting charges to consumers’ credit cards, debit cards, or third party payment accounts without
5 providing clear and conspicuous disclosure of all automatic renewal offer terms, as required by the
6 California Automatic Renewal Law, Cal. Bus. & Prof. Code §17600 et seq. (“ARL”). The same
7 course of conduct alleged herein also violates the Consumers Legal Remedies Act, Cal. Civ. Code
8 §1750 et seq. (“CLRA”); the False Advertising Law, Cal. Bus. & Prof. Code §17500 et seq.
9 (“FAL”); and the Unfair Competition Law, Cal. Bus. & Prof. Code §17200 et seq. (“UCL”).

10 **THE PARTIES**

11 2. Plaintiff Cathie Cruz (“Cruz”) is an individual residing in San Diego County,
12 California.

13 3. Plaintiff Shannon Dale Price (“Price”) is an individual residing in San Diego
14 County, California.

15 4. Plaintiff Cheryl Edgemon (“Edgemon”) is an individual residing in, Orange
16 County, Virginia, who, until recently, resided in San Diego County, California.

17 5. Plaintiff Robert Davenport (“Davenport”) is an individual residing in San Diego
18 County, California.

19 6. Plaintiff Patrick Bergeron (“Bergeron”) is an individual residing in San Diego
20 County, California.

21 7. Plaintiff Mary Schnurer (“Schnurer”) is an individual residing in San Diego
22 County, California.

23 8. Cruz, Price, Edgemon, Davenport, Bergeron, and Schnurer are referred to
24 collectively as “Plaintiffs.”

25 9. Defendant Synapse Group, Inc. is a Delaware corporation that does business in San
26 Diego County, including the marketing of magazine subscriptions.

27 10. Defendant SynapseConnect, Inc. is a Delaware corporation that does business in
28 San Diego County, including the marketing of magazine subscriptions. SynapseConnect, Inc. is a

1 subsidiary of Synapse Group, Inc. Unless otherwise indicated, Synapse Group, Inc. and
2 SynapseConnect, Inc. are referred to collectively as “Synapse.”

3 11. Plaintiffs do not know the names of the defendants sued as DOES 1 through 50 but
4 will amend this complaint when that information becomes known. Plaintiffs allege on information
5 and belief that each of the DOE defendants is affiliated with one or more of the named defendants
6 in some respect and is in some manner responsible for the wrongdoing alleged herein, either as a
7 direct participant, or as the principal, agent, successor, alter ego, or co-conspirator of or with one
8 or more of the other defendants. For ease of reference, Plaintiffs will refer to the named
9 defendants and the DOE defendants collectively as “Defendants.”

10 12. Venue is proper in San Diego County because the complained of conduct occurred
11 in San Diego County.

12 **THE CALIFORNIA AUTOMATIC RENEWAL LAW**

13 13. In 2009, the California Legislature passed Senate Bill 340, which took effect on
14 December 1, 2010 as the California Automatic Renewal Law, Cal. Bus. & Prof. Code §17600 et
15 seq. (Unless otherwise indicated, all statutory references are to the California Business and
16 Professions Code.)

17 14. The ARL seeks to ensure that, before there can be a legally-binding automatic
18 renewal or continuous service arrangement, there must first be adequate disclosure of certain terms
19 and conditions and affirmative consent by the consumer. To that end, among other provisions, the
20 ARL makes it unlawful for any business making an automatic renewal offer or a continuous
21 service offer to a consumer in California to do any of the following:

22 a. Fail to present the automatic renewal offer terms or continuous service offer
23 terms in a clear and conspicuous manner before the subscription or purchasing agreement is
24 fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal
25 proximity, to the request for consent to the offer. §17602(a)(1). For this purpose, “clear and
26 conspicuous” means “in larger type than the surrounding text, or in contrasting type, font, or color
27 to the surrounding text of the same size, or set off from the surrounding text of the same size by
28 symbols or other marks, in a manner that clearly calls attention to the language.” §17601(c). In

1 the case of an audio disclosure, “clear and conspicuous” means “in a volume and cadence
2 sufficient to be readily audible and understandable.” *Ibid.*

3 b. Charge the consumer’s credit or debit card or the consumer’s account with a
4 third party for an automatic renewal or continuous service without first obtaining the consumer’s
5 affirmative consent to the agreement containing the automatic renewal offer terms or continuous
6 service offer terms. §17602(a)(2).

7 c. Fail to provide an acknowledgment that includes the automatic renewal or
8 continuous service offer terms, cancellation policy, and information regarding how to cancel in a
9 manner that is capable of being retained by the consumer. §17602(a)(3).

10 **DEFENDANTS’ AUTOMATIC RENEWAL SUBSCRIPTION OFFERS**

11 15. The process by which Synapse generates magazine orders can be illustrated with an
12 exemplar (or “mock-up”) of the offer materials that were presented to plaintiff Price by Synapse,
13 in conjunction with a Synapse subsidiary, Bizrate Insights, Inc. (“Bizrate”), which provides
14 retailers with consumer ratings information. The exemplar pages are attached hereto as Exhibit 1
15 (Bates numbered SYN_0017-26).

16 16. Referring to Exhibit 1, the first page (SYN_0017) depicts the screen Mr. Price was
17 shown by Bizrate upon completing a purchase through the website of an online retailer. The next
18 four pages (SYN_0018-21) solicit feedback on various aspects of the customer’s experience with
19 the retailer. At the end of the survey (page SYN_0021), the customer clicks on the “Submit”
20 button to submit the survey response. Ex. 1 at 5.

21 17. As a reward for having completed the survey, the customer is given the opportunity
22 to select a specified number of magazines at a cost of \$2 each (either for the magazine itself or for
23 processing). Ex. 1 at 6-8 (SYN_0022-24). After making any desired selections, the customer
24 clicks on the red “Continue” button at the bottom of SYN_0024.

25 18. The next page, entitled “Step 2” (SYN_0025), has space for the customer to enter
26 his or her name, address, and email address information, and it also displays the selected titles.
27 The customer then clicks the “Continue” button.

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1 19. The next page, entitled “Step 3” (SYN_0026), shows the customer’s delivery
2 information followed by a listing of the magazines selected. Below that is an area for the
3 customer to select a payment method and to insert credit card, debit card, or other payment
4 information. Below that is a heading “Important Reward Details” followed by a paragraph of fine
5 print (this paragraph is referred to as the Automatic Renewal Authorization, or “ARA”). Beneath
6 that paragraph is a “Complete” button, which submits the magazine order. Ex. 1 at 10.

7 **PLAINTIFFS’ TRANSACTIONS**

8 20. Plaintiff Cruz submitted an order for four magazines in October 2015, for which
9 she paid an \$8 charge (\$2 per magazine) with a debit card. Without Cruz’s knowledge or consent,
10 Synapse enrolled her in a program under which each magazine would automatically renew. In
11 January 2016, without Cruz’s authorization, Synapse charged Cruz’s debit card for a renewal of
12 *People* magazine.

13 21. Plaintiff Price submitted an order for five magazines in February 2014, for which
14 he paid a \$10 charge (\$2 per magazine) with a debit card. Without Price’s knowledge or consent,
15 Synapse enrolled him in a program under which each magazine would automatically renew. One
16 year after the initial order was submitted, Synapse renewed the subscriptions for two magazines
17 and posted additional charges to Price’s debit card.

18 22. Plaintiff Edgemon submitted an order for four magazines in March 2015, for which
19 she paid an \$8 charge (\$2 per magazine) with a credit card. Without Edgemon’s knowledge or
20 consent, Synapse enrolled her in a program under which each magazine would automatically
21 renew. One year after the initial order was submitted, Synapse renewed the subscriptions to four
22 magazines and posted additional charges to Edgemon’s credit card.

23 23. Davenport submitted an order for one magazine in December 2015, for which he
24 paid a \$2 charge with a credit card. Without Davenport’s knowledge or consent, Synapse enrolled
25 him in a program under which the magazine would automatically renew. One year after the initial
26 order was submitted, Synapse renewed the subscription and posted an additional charge to
27 Davenport’s credit card.

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1 24. Bergeron submitted an order for four magazines in February 2016, for which he
2 paid an \$8 charge (\$2 per magazine) with his credit card. Without Bergeron’s knowledge or
3 consent, Synapse enrolled him in a program under which each magazine would automatically
4 renew. One year after the initial order was submitted, Synapse renewed the subscriptions and
5 posted additional charges to Bergeron’s credit card. Bergeron also submitted an order for two
6 magazines via a telephone call with a Synapse customer service representative in April 2017, for
7 which he paid a \$4 charge (\$2 per magazine). In November 2017, Synapse renewed the
8 subscription to one magazine and posted additional charges to Bergeron’s credit card.

9 25. Schnurer submitted an order for four magazines in January 2016, for which she
10 paid an \$8 charge with a credit card. Without Schnurer’s knowledge or consent, Synapse enrolled
11 her in a program under which each magazine would automatically renew. One year after the
12 initial order was submitted, Synapse renewed three of the subscriptions and posted additional
13 charges to Schnurer’s credit card.

14 26. Plaintiffs contend that Defendants’ offer materials and subsequent actions did not
15 comply with the ARL, for at least the following reasons:

16 a. Defendants did not present all automatic renewal offer terms in a clear and
17 conspicuous manner, in violation of §17602(a)(1).

18 b. Defendants charged Plaintiffs’ credit cards or debit cards without first
19 obtaining each Plaintiff’s affirmative consent to an agreement containing clear and conspicuous
20 disclosure of the automatic renewal offer terms, in violation of §17602(a)(2).

21 c. Defendants did not provide an acknowledgment that includes clear and
22 conspicuous disclosure of automatic renewal offer terms, the cancellation policy, and information
23 regarding how to cancel in a manner capable of being retained by the consumer, in violation of
24 §17602(a)(3).

25 d. Defendants did not provide a cost-effective, timely, and easy-to-use
26 mechanism for cancellation, in violation of §17602(b).

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1 27. If Plaintiffs had known that Defendants were going to enroll them in an automatic
2 renewal program, they would not have ordered any magazines and would not have paid any
3 money to Defendants.

4 **CLASS ACTION ALLEGATIONS**

5 28. Plaintiffs bring this lawsuit as class action under California Code of Civil
6 Procedure §382 on behalf of the following Class: “All individuals in California who, between May
7 17, 2012 and October 8, 2018, were enrolled by Synapse in an automatic renewal or continuous
8 service magazine subscription. Excluded from the Class are all employees of Synapse, all
9 employees of Plaintiffs’ counsel, and the judicial officers to whom this case is assigned.”

10 29. Ascertainability. The members of the Class may be ascertained by reviewing
11 Defendants’ business records.

12 30. Common Questions of Fact or Law. There are questions of fact or law that are
13 common to the members of the Class, which predominate over individual issues. Common
14 questions regarding the Class include, without limitation: (1) whether Defendants present all
15 automatic renewal offer terms in a manner that is clear and conspicuous; (2) whether Defendants
16 obtain consumers’ affirmative consent to an agreement containing clear and conspicuous
17 disclosure of automatic renewal offer terms before charging a credit card, debit card, or third-party
18 payment account; (3) whether Defendants provide consumers with an acknowledgment that
19 includes clear and conspicuous disclosure of automatic renewal offer terms, the cancellation
20 policy, and information regarding how to cancel, in a manner that is capable of being retained by
21 the consumer; (4) whether Defendants provide a mechanism for cancellation that is cost-effective,
22 timely, and easy-to-use; and (5) the appropriate remedies for Defendants’ conduct.

23 31. Numerosity. The Class is so numerous that joinder of all Class members would be
24 impracticable. Plaintiffs are informed and believe and thereon allege that the Class consists of
25 thousands of individuals.

26 32. Typicality and Adequacy. Plaintiffs’ claims are typical of the claims of the
27 members of the Class. Plaintiffs allege that Defendants enrolled Class members in automatic
28 renewal magazine subscriptions without presenting all automatic renewal offer terms in the

1 requisite clear and conspicuous manner; charged Class members' credit cards, debit cards, or
2 third-party accounts without first obtaining the Class members' affirmative consent to an
3 agreement containing clear and conspicuous disclosure of automatic renewal offer terms; failed to
4 provide the requisite acknowledgment; and did not provide a cost-effective, timely, and easy-to-
5 use mechanism for cancellation. Plaintiffs have no interests that are adverse to those of the other
6 Class members. Plaintiffs will fairly and adequately protect the interests of the Class members.

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

14 **FIRST CAUSE OF ACTION**

15 Violation of the California Automatic Renewal Law (ARL)

16 (Cal. Bus. & Prof. Code §17600 et seq.)

17 34. Plaintiffs incorporate the allegations of paragraphs 1-33 as though set forth herein.

18 35. Section 17601(a) defines the term "automatic renewal" as meaning "a plan or
19 arrangement in which a paid subscription or purchasing agreement is automatically renewed at the
20 end of a definite term for a subsequent term."

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

1 any.”

2 37. Section 17601(e) defines the term “continuous service” as meaning “a plan or
3 arrangement in which a subscription or purchasing agreement continues until the customer cancels
4 the service.”

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

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

19 40. Plaintiffs are informed and believe and thereon allege that, during the Class Period,
20 Defendants have enrolled consumers, including Plaintiffs and Class members, in automatic
21 renewal programs and/or continuous service programs and have violated the ARL by, among other
22 things, (a) failing to present automatic renewal or continuous service offer terms in a clear and
23 conspicuous manner before a selection, subscription, or purchasing agreement is fulfilled and in
24 visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to a request
25 for consent to the offer; (b) charging the consumer’s credit card, debit card, or third-party payment
26 account for an automatic renewal or continuous service without first obtaining the consumer’s
27 affirmative consent to an agreement containing clear and conspicuous disclosure of automatic
28 renewal offer terms or continuous service offer terms; (c) failing to provide an acknowledgment

1 that includes automatic renewal or continuous service offer terms, cancellation policy, and
2 information regarding how to cancel in a manner that is capable of being retained by the
3 consumer; and (d) failing to provide a cost-effective, timely, and easy-to-use mechanism for
4 cancellation, all in violation of §17602(a) and (b). Plaintiffs have suffered injury in fact and have
5 lost money as a result of Defendants’ violations of the ARL.

6 **SECOND CAUSE OF ACTION**

7 Violation of the Consumers Legal Remedies Act (CLRA)

8 (Cal. Civ. Code §1750 et seq.)

9 41. Plaintiffs incorporate the allegations of paragraphs 1-33 as though set forth herein.

10 42. Plaintiffs and Class members are “consumers” within the meaning of Cal. Civil
11 Code §1761(d) in that Plaintiffs and Class members sought or acquired Defendants’ goods and/or
12 services for personal, family, or household purposes.

13 43. Defendants’ magazine offers and the magazines pertaining thereto are “goods”
14 and/or “services” within the meaning of Cal. Civil Code §1761(a) and (b).

15 44. The purchases by Plaintiffs and Class members are “transactions” within the
16 meaning of Cal. Civil Code §1761(e).

17 45. Defendants have violated Cal. Civil Code §1770, subdivision (a)(5) by representing
18 that Defendants’ goods and services have certain characteristics that they do not have.

19 46. Defendants have violated Cal. Civil Code §1770, subdivision (a)(9) by advertising
20 goods and services with the intent not to sell them as advertised.

21 47. Defendants’ conduct alleged herein was undertaken by Defendants knowingly,
22 willfully, and with oppression, fraud, and/or malice, within the meaning of Cal. Civil Code
23 §3294(c). Invoking the right to plead in the alternative, Plaintiffs alternatively allege that the
24 conduct alleged herein was undertaken by Defendants with an absence of due care.

25 48. Plaintiffs have suffered injury in fact and have lost money as a result of
26 Defendants’ violations of the CLRA.

27 49. A CLRA letter pursuant to Cal. Civil Code §1782(a) was sent to Defendants that
28 provided notice of Defendants’ violations of the CLRA and demanded Defendants correct or

1 otherwise rectify the practices complained of herein. Defendants failed to comply with the letter
2 within thirty (30) days.

3 **THIRD CAUSE OF ACTION**

4 Violation of the False Advertising Law (FAL)

5 (Cal. Bus. & Prof. Code §17500 et seq.)

6 50. Plaintiffs incorporate the allegations of paragraphs 1-33 as though set forth herein.

7 51. The False Advertising Law makes it unlawful, in connection with any effort to
8 induce the public to enter into any obligation relating to property or services, to disseminate any
9 statement that is known to be untrue or misleading, or that through the exercise of reasonable care
10 should be known to be untrue or misleading. §17500. The FAL encompasses not only statements
11 that are literally false, but also statements that, although true, are either actually misleading or that
12 have the capacity, likelihood, or tendency to deceive or confuse the consuming public.

13 52. Defendants' advertising, statements, and omissions as alleged herein were and are
14 false, misleading, and/or have the capacity, likelihood, or tendency to deceive or confuse the
15 consuming public, in violation of §17500.

16 53. Plaintiffs have suffered injury in fact and has lost money as a result of Defendants'
17 acts of false advertising.

18 **FOURTH CAUSE OF ACTION**

19 Violation of the California Unfair Competition Law (UCL)

20 (Cal. Bus. & Prof. Code §17200 et seq.)

21 54. Plaintiffs incorporate the allegations of paragraphs 1-53 as though set forth herein.

22 55. The Unfair Competition Law defines unfair competition as including any unlawful,
23 unfair, or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading
24 advertising; and any act of false advertising under §17500. §17200.

25 56. In the course of conducting business in California within the applicable limitations
26 period, Defendants committed unlawful, unfair, and fraudulent business practices, and engaged in
27 unfair, deceptive, untrue, or misleading advertising, by, *inter alia* and without limitation,
28 (a) failing to present statutorily-mandated automatic renewal offer terms in a clear and

1 conspicuous manner, in violation of §17602(a)(1); (b) charging the consumer’s credit card, debit
2 card, or third-party payment account for an automatic renewal without first obtaining the
3 consumer’s affirmative consent to an agreement containing clear and conspicuous disclosure of
4 the required automatic renewal offer terms, in violation of §17602(a)(2); (c) failing to provide an
5 acknowledgment that includes clear and conspicuous disclosure of the automatic renewal offer
6 terms, the cancellation policy, and information regarding how to cancel, in a manner capable of
7 being retained by the consumer, in violation of §17602(a)(3); (d) failing to provide a mechanism
8 for cancellation that is cost-effective, timely, and easy-to-use, in violation of §17602(b);
9 (e) representing that Defendants’ goods or services have certain characteristics that they do not
10 have, in violation of Cal. Civil Code §1770(a)(5); (f) advertising goods and services with the
11 intent not to sell them as advertised, in violation of Cal. Civil Code §1770(a)(9); and (g) making
12 representations that are false, misleading, and/or likely to deceive the consuming public, in
13 violation of §17500. Plaintiffs reserve the right to identify other acts or omissions that constitute
14 unlawful, unfair or fraudulent business acts or practices, unfair, deceptive, untrue or misleading
15 advertising, and/or other prohibited acts.

16 57. Defendants’ acts and omissions as alleged herein violate obligations imposed by
17 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,
18 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
19 attributable to such conduct.

20 58. There were and are reasonably available alternatives to further Defendants’
21 legitimate business interests, other than the conduct described herein.

22 59. Defendants’ acts, omissions, nondisclosures, and statements as alleged herein were
23 and are false, misleading, and/or likely to deceive the consuming public.

24 60. Plaintiffs have suffered injury in fact and has lost money as a result of Defendants’
25 acts of unfair competition.

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PRAYER

WHEREFORE, on behalf of themselves and all class members, Plaintiffs pray for judgment against Defendants as follows:

- 1. For injunctive relief;
- 2. For restitution;
- 3. For compensatory damages;
- 4. For punitive damages;
- 5. For reasonable attorneys' fees;
- 6. For costs of suit;
- 7. For pre-judgment interest; and
- 8. For such other relief as the Court may deem just and proper.

Dated: January 28 2019

DOSTART HANNINK & COVENEY LLP




 ZACH P. DOSTART
 Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: January 28, 2019

DOSTART HANNINK & COVENEY LLP



 ZACH P. DOSTART
 Attorneys for Plaintiffs

863195.5

TABLE OF EXHIBITS

Page

Exhibit 1 – Exemplar of Bizrate Survey and Synapse Offer Flow1

Exhibit 1

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




Sign Up for Our Free Catalog

Offroad - Street & Snow

1-888-340-2077

bobscycle.com

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.

[Close \[X\]](#)

PING



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 prizes 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.

- Apparel & Accessories
- Automotive
- Computer & Software
- Electronics
- Entertainment
- Food & Drink
- Gifts & Flowers
- Health & Beauty
- Home & Garden
- Musical Instruments
- Office Supplies
- Pet Supplies
- Sporting Goods
- Toys & Video Games
- 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.

[Continue Survey](#)



Bizrate values your privacy and security. [See our Privacy Notice.](#)
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http://www.mybonuscenter.com

Splash Page



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

	Not at all		A little		Somewhat		Quite a bit		Highly		n/a
	1	2	3	4	5	6	7	8	9	10	
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

Education

Marital Status

Ethnicity or Origin

Annual Household Income

Children's Ages

Please check all that apply.

- Children under age 2
- Age 2-5
- Age 6-11
- Age 12-17
- I have no children under 18
- I have no children

Continue Survey



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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.

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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!



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*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

Conde 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
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Select

NYLON
*FULL YEAR OF ISSUES!



Select

O, the Oprah Magazine
*FULL YEAR OF ISSUES!



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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
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Select

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Select

Black Enterprise
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Select

Food + Wine
*FULL YEAR OF ISSUES!



Select

Cooking Light
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Select

Woman's Day
*FULL YEAR OF ISSUES!

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

SELECTION 1

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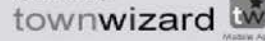
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STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of San Diego, State of California. My business address is 4180 La Jolla Village Drive, Suite 530, La Jolla, CA 92037-1474.

On January 30, 2019, I served true copies of the following document described as

FIRST AMENDED COMPLAINT FOR: (1) VIOLATION OF THE CALIFORNIA AUTOMATIC RENEWAL LAW [Cal. Bus. & Prof. Code § 17600 et seq.]; (2) VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES ACT [Cal. Civ. Code § 1750 et seq.]; (3) FALSE ADVERTISING [Cal. Bus. & Prof. Code § 17500 et seq.]; and (4) UNFAIR COMPETITION [Cal. Bus. & Prof. Code § 17200 et seq.]

on the interested parties in this action as follows:

Dante A. Marinucci
dmarinucci@bakerlaw.com
Kyle T. Cutts
kcutts@bakerlaw.com
BAKER & HOSTETLER LLP
Key Tower
127 Public Square, Suite 2000
Cleveland, OH 44114-1214
Telephone: 216-621-0200
Facsimile: 216-696-0740

Counsel for Defendants

BY E-MAIL: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document to be sent from e-mail address ldozier@sdlaw.com to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 30, 2019, at La Jolla, California.

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Lisa A Dozier