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11 Attorneys for Plaintiff JACOB MCKEAN

12 **UNITED STATES DISTRICT COURT**
13 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

14 JACOB MCKEAN, individually, on
15 behalf of himself and all others similarly
situated,

16 Plaintiff,

17 v.

18 ABC FINANCIAL SERVICES, INC., an
19 Arkansas corporation; THE ARENA
20 MARTIAL ARTS, a business entity form
unknown,

21 Defendant.

Case No.: 3:18-CV-00923

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) Violation of California Civil Code sections 1812.80, et seq.; and**
- (2) Violations of California Business and Professions Code sections 17200, et seq.**

[No Oral Argument Unless Requested by Court]

Date: December 17, 2018
Judge: William Q. Hayes
Magistrate: Ruben B. Brooks
Dept.: 14B

Complaint Filed: May 11, 2018
Trial Date: Not Set

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26 Jacob McKean, individually, on behalf of himself and all others similarly
27 situated hereby complains and alleges on information and belief as follows:
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PARTIES

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2 1. PLAINTIFF, Jacob McKean (“PLAINTIFF”) is, and at all times relevant
3 hereto was, an individual residing within the County of San Diego, State of California.
4 PLAINTIFF is a “person” as defined by California Business & Professions Code
5 section 17201.

6 2. ABC Financial Services, Inc. (“ABC FINANCIAL”) is an Arkansas
7 corporation doing business throughout the State of California, including the Southern
8 District of California. ABC FINANCIAL provides comprehensive management and
9 operations services to Health Studios throughout the State of California, including the
10 City of San Diego. Concomitant to the comprehensive management and operation
11 services, ABC FINANCIAL provides Health Studios with Health Studio Membership
12 Agreements, establishes, controls and directs the policies and practices relating to the
13 billing, payment, cancellation and collection of client’s accounts, and provides
14 payment-processing services for both the Health Studio and their customers pursuant
15 to written agreement(s) (“Payment-Processing Agreement(s)”). ABC FINANCIAL is
16 a party to Health Studio Membership Agreements (sometimes referred to herein as
17 “HSMA” or “HSMAs”) between Health Studios and customers of Health Studios, as
18 such terms are defined in California Civil Code (“Civil Code”) sections 1812.80, *et*
19 *seq.*

20 3. The Arena Martial Arts (“ARENA”) is a business entity form unknown,
21 doing business in State of California, including San Diego County. ARENA owns
22 and operates a health, fitness, and training studio where it provides fitness training to
23 the public pursuant to a uniform membership agreement for a fee. ARENA is a Health
24 Studio within the meaning of Civil Code sections 1812.80, *et seq.*

25 4. This action is filed on behalf of PLAINTIFF, individually, and on behalf
26 of all members of the Class defined in paragraph 18 below under the provisions of the
27 Class Action Fairness Act, 28 U.S.C. section 1332(d)(1)(B), which provides, inter
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1 alia, that “any civil action filed under Rule 23 of the Federal Rules of Civil Procedure
2 or similar State statute or rule of judicial procedure authorizing an action to be brought
3 by 1 or more representative persons as a class action.” This action is properly filed
4 and maintained as a class action for the reasons set forth below.

5 **JURISDICTION AND VENUE**

6 5. This Court has original jurisdiction over all claims in this action under 28
7 U.S.C. section 1332(d). This is a putative class action in which: 1) there are 100 or
8 more members in the proposed Class as defined in paragraph 18 below; 2) at least
9 some members of the proposed Class as defined in paragraph 18 below have a
10 different citizenship from ABC FINANCIAL; and 3) the claims of the proposed Class
11 as defined in paragraph 18 below exceed \$5,000,000.00 in the aggregate.

12 6. This Court has personal jurisdiction over DEFENDANTS because they
13 are authorized to do business and conduct business in the Southern District of
14 California, where they own and operate fitness and training studios and/or where they
15 provide Health Studios with comprehensive management and operational assistance
16 which includes, but is not limited to, the provision of membership agreements, and the
17 establishment, adoption and implementation of policies and practices relating to the
18 billing, payment, cancellation, collection of client’s accounts, and payment-processing
19 services.

20 7. Venue is proper in the Southern District of California pursuant to 29
21 U.S.C. section 1391(b), because a substantial part of the events giving rise to the
22 claims occurred in the Southern District of California.

23 8. ABC FINANCIAL, at a minimum, is liable to PLAINTIFF and the class
24 members he purports to represent as defined in paragraph 18 below for the violations
25 set forth herein because ABC FINANCIAL: 1) knew, or should have known the terms
26 of the Health Studio Membership Agreements it drafted and/or provided to ARENA
27 and the Health Studios with which it contracts violate California’s Health Studio
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1 Services Law (“HSSL”), California Civil Code sections 1812, *et seq.*; 2) contracted
 2 directly with PLAINTIFF to provide account services and breached its duty to
 3 PLAINTIFF by providing substantial assistance to ARENA in accomplishing the
 4 tortious acts alleged herein; 3) it is the agent, or special agent, as the case may be, of
 5 each Health Studio, including ARENA, to which it provides unbridled management
 6 and operational assistance for purposes of implementing and enforcing the policies
 7 and practices relating to the billing, payment, cancellation, and collection of client’s
 8 accounts in violation of the HSSL; 4) provides comprehensive operational methods,
 9 including but not limited to, client retention procedures, booking of client services,
 10 client billing, client payment, client cancellation and collection methods and policies
 11 are calculated to aid and abet the violations committed by the Health Studios it
 12 services in violation of HSSL; 5) provides comprehensive operational assistance to
 13 ARENA and the Health Studios with which it contracts, which, include but not limited
 14 to, client retention procedures, booking of client services, client billing services, client
 15 payment services, client cancellation and collection methods and policies that are
 16 calculated to aid and abet the violations committed by the Health Studios it services in
 17 violation of HSSL.

GENERAL ALLEGATIONS

19 9. PLAINTIFF, and all similarly situated class members, are current and
 20 former consumers who 1) entered into a HSMA with ARENA and/or ABC
 21 FINANCIAL or 2) entered into a Payment-Processing Agreement(s) with ABC
 22 FINANCIAL in connection with an HSMA and a Health Studio in California.
 23 HSMA’s are “contract[s] for health studio services” as defined by Civil Code section
 24 1812.81.

25 10. The HSMA’s and Payment-Processing Agreement(s) offered by ARENA,
 26 ABC FINANCIAL and any other Health Studio in California to consumers as alleged
 27 herein above are unlawful because such HSMA’s and Payment-Processing
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1 Agreement(s) fail to comply with the HSSL in the following ways:

2 a. Contrary to Civil Code section 1812.84(a), such agreements
3 contain payment and/or financing conditions that exceed the term of the HSMAs by
4 including provisions that automatically “roll over to open-ended/month-to-month” the
5 HSMAs at the end of the initial term of such agreements. The failure to comply with
6 this provision renders all such agreements void and unenforceable as contrary to
7 public policy under California Civil Code section 1812.91.

8 b. Contrary to Civil Code section 1812.84(a), such agreements
9 contain payment and/or financing conditions that exceed the term of the HSMAs and
10 compel the payment of a cancellation fee and termination notice in order to cancel the
11 “automatic” month-to-month renewal contained in the HSMAs. The failure to comply
12 with this provision renders all such agreements void and unenforceable as contrary to
13 public policy under Civil Code section 1812.91.

14 c. Contrary to Civil Code section 1812.84(b), such agreements do not
15 provide or contain “a statement printed in a size at least 14-point type or presented in
16 an equally legible electronic format that discloses the initial or minimum length of the
17 term of the contract.” The failure to comply with this provision renders all such
18 agreements void and unenforceable as contrary to public policy under Civil Code
19 section 1812.91.

20 d. Contrary to Civil Code section 1812.84(c), such agreements do not
21 permit cancellation “by the buyer in person, via email from an email address on file
22 with the health studio, or via first-class mail.” The failure to comply with this
23 provision renders all such agreements void and unenforceable as contrary to public
24 policy under Civil Code section 1812.91.

25 e. Contrary to Civil Code section 1812.85, such agreements do not
26 contain a provision that provides the requisite rescission period for HSMAs that
27 contain membership payment provisions exceeding One Thousand Five Hundred
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1 Dollars (\$1,500.00), inclusive, of initiation fees or initial membership fees, by the
2 person receiving the services or the use of the facility. The failure to comply with this
3 provision renders all such agreements void and unenforceable as contrary to public
4 policy under Civil Code section 1812.91.

5 11. The HSMA's also contain provisions that are deceptive, unconscionable
6 and/or contrary to the public policy as expressed in Civil Code section 1812.80. In
7 enacting the Contracts of Health Studio Services Law (Civil Code section 1812.80(b):

8 The Legislature declares that the purpose of this title is to
9 safeguard the public against fraud, deceit, imposition and
10 financial hardship, and to foster and encourage competition,
11 fair dealing, and prosperity in the field of health studio
12 services by prohibiting or restricting false or misleading
13 advertising, onerous contract terms, harmful financial
14 practices, and other unfair, dishonest, deceptive, destructive,
15 unscrupulous, fraudulent, and discriminatory practices by
16 which the public has been **injured in connection with
17 contracts for health studio services. (Emphasis added).**

18 **SPECIFIC FACTUAL ALLEGATIONS**

19 12. PLAINTIFF entered into a HSMA with ARENA and ABC FINANCIAL
20 on or about July 6, 2015, in San Diego, California which ABC FINANCIAL drafted
21 and enforced according to its terms as set forth herein. Contemporaneous with
22 entering into the HSMA with ARENA and ABC FINANCIAL, PLAINTIFF entered
23 into a written Payment-Processing Agreement for purposes of effectuating the terms
24 of such HSMA.

25 13. PLAINTIFF'S HSMA was for a term of twenty-four (24) months, from
26 August 6, 2015, through August 6, 2017. PLAINTIFF was required to make monthly
27 payments of \$99.00, beginning on August 6, 2015. The total price of PLAINTIFF'S
28 HSMA was \$2,424.00. PLAINTIFF made monthly payments of \$99.00 through the
twenty-four (24) month term of the HSMA. PLAINTIFF made all payments required
to be made during the term of his HSMA with ABC FINANCIAL and ARENA.

14. PLAINTIFF'S HSMA and Payment-Processing Agreement included a

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1 provision that provided that the HSMA would automatically “roll over to open-
2 ended/month-to-month” at the end of the initial twenty-four (24) month term.
3 PLAINTIFF’S HSMA and Payment-Processing Agreement did not include “a
4 statement printed in a size at least 14-point type or presented in an equally legible
5 electronic format that discloses the initial or minimum length of the term of the
6 contract.” PLAINTIFF’S HSMA and Payment-Processing Agreement also specified
7 that the only method of delivery of notice of cancellation was via certified mail.

8 15. On or about September 2017, ABC FINANCIAL informed PLAINTIFF
9 in writing that his HSMA had automatically renewed into a month-to-month
10 membership. ABC FINANCIAL further informed PLAINTIFF that he was required
11 to pay a \$50.00 cancellation fee and provide thirty (30) days written notice by
12 certified mail as conditions in order to cancel his month-to-month HSMA.

13 16. DEFENDANTS continued to charge PLAINTIFF the \$99.00 monthly
14 membership fees and late fees past August 6, 2017. Despite PLAINTIFF disputing
15 the legality of the HSMA and these charges, DEFENDANTS referred the outstanding
16 unlawful charges to a debt collection agency, negatively affecting PLAINTIFF’S
17 credit rating. PLAINTIFF remitted the demanded payment. As a result, PLAINTIFF
18 lost money and suffered damage in fact.

19 **CLASS ACTION ALLEGATIONS**

20 17. PLAINTIFF brings this class action on behalf of himself and the
21 members of the proposed Class as defined in paragraph 18 below pursuant to Rule
22 23(b)(3) of the Federal Rules of Civil Procedure.

23 18. The proposed Class consists of all current and former Health Studio
24 consumers who entered into a 1) Payment-Processing Agreement with ABC
25 FINANCIAL in connection with a HSMA, 2) HSMA with ARENA and/or ABC
26 FINANCIAL, and/or 3) HSMA drafted by ABC FINANCIAL for a Health Studio in
27 California, during the four (4) years preceding the filing of this Complaint, up to and
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1 through the date of entry of certification order (the “Class Period”).

2 19. Numerosity. The members of the proposed Class as defined in paragraph
3 18 are so numerous that joinder of all members is impracticable. Based on information
4 and belief, thousands of individuals have signed a HSMA and/or Payment-Processing
5 Agreement in California, during the Class Period.

6 20. Commonality and Predominance. The DEFENDANTS’ unlawful acts,
7 deceptive and unfair business practices have affected all members of the Class in a
8 similar manner, as described herein. Among the questions of law and fact common to
9 the Class Members are:

10 a. Whether the HSMAs violate California law by failing to contain
11 specific language required under Civil Code sections 1812.84 and 1812.85, entitling
12 the Class to treat the HSMAs as void and unenforceable as contrary to public policy.

13 b. Whether ABC FINANCIAL and/or ARENA have violated
14 California law, including California’s Unfair Competition laws (Business &
15 Professions Code sections 17200, *et seq.*) by engaging in and unlawful, deceptive
16 and/or the unfair business practice(s) described herein.

17 c. Whether ABC FINANCIAL and ARENA’s policies and practices,
18 as described herein, constitute intentional or reckless violations of California law,
19 entitling PLAINTIFF and the Class Members to punitive or exemplary damages,
20 and/or treble damages.

21 21. Typicality. PLAINTIFF’S claims are typical of those of the Class he
22 seeks to represent because PLAINTIFF and all members of the Class were injured
23 and/or continue to be injured in the same or similar manner by DEFENDANTS' illegal
24 acts and practices, and other wrongful conduct complained of herein. The names,
25 addresses, and damages of each of the Class Members are available from
26 DEFENDANTS' records and are therefore known to DEFENDANTS.

27 22. Adequacy. PLAINTIFF will fairly and adequately protect the interests of
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1 the Class Members. PLAINTIFF is an adequate representative of the members of the
2 Class and has no interest which are adverse to the interests of absent Class Members.
3 PLAINTIFF has retained counsel who have substantial experience and success in the
4 prosecution of complex class action and consumer protection litigation.

5 23. Superiority. A class action is superior to other available means for the
6 fair and efficient adjudication of this controversy since individual joinder of all Class
7 Members is impracticable. Class action treatment will permit a large number of
8 similarly situated persons to prosecute their common claims in a single forum
9 simultaneously, efficiently and without the unnecessary duplication of effort and
10 expense that numerous actions would engender. Furthermore, the expenses and burden
11 of individual litigants and the lack of knowledge of Class Members regarding
12 DEFENDANTS' activities, would make it difficult or impossible for individual Class
13 Members to redress the wrongs done to them, while an important public interest will
14 be served by addressing the matter as a class action. The cost to the court system of
15 adjudication of such individualized litigation would be substantial. The litigation of
16 Class Member claims will be manageable.

17 **FIRST CAUSE OF ACTION**

18 Against All Defendants

19 Unlawful Contracts in Violation of Civil Code sections 1812.80, *et seq.*

20 (By Plaintiff on behalf of himself and all Class Members)

21 24. PLAINTIFF and the Class Members hereby reallege and incorporate by
22 reference all paragraphs above as though fully set forth in detail herein.

23 25. DEFENDANTS' HSMA's and/or Payment-Processing Agreement(s)
24 violate California's Contracts for Health Studio Services Law and are void and
25 unenforceable as contrary to public policy under Civil Code Section 1812.91.

26 26. DEFENDANTS have knowingly provided substantial assistance or
27 encouragement to one another, among others, with the specific intent of aiding,
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1 abetting, and facilitating a pattern of unlawful conduct in violation of California's
2 Contracts for Health Studio Services Law.

3 27. Contrary to Civil Code section 1812.84(a), the HSMAs and Payment-
4 Processing Agreement(s) require payments or financing that exceed the term of the
5 contract by including provisions that automatically roll over to open-ended/month-to-
6 month term. Such a provision is either designed to confuse customers, or was done
7 recklessly, and has the effect of confusing customers, as to the length of their HSMA.
8 The failure to comply with this provision renders all such HSMAs void and
9 unenforceable as contrary to public policy under Civil Code section 1812.91.

10 28. Contrary to Civil Code section 1812.84(a), the HSMAs and Payment-
11 Processing Agreement(s) require payments or financing that exceed the term of the
12 contract by compelling the payment of a cancellation fee and termination notice of
13 thirty (30) days to cancel the automatic renewal. The failure to comply with this
14 provision renders all such HSMAs void and unenforceable as contrary to public policy
15 under Civil Code section 1812.91.

16 29. Contrary to Civil Code section 1812.84(b), the HSMAs and Payment-
17 Processing Agreement(s) do not include “a statement printed in a size at least 14-point
18 type or presented in an equally legible electronic format that discloses the initial or
19 minimum length of the term of the contract.” The failure to comply with this
20 provision renders all such CMA and FSA void and unenforceable as contrary to public
21 policy under Civil Code section 1812.91.

22 30. Contrary to Civil Code section 1812.84(c), the HSMA and Payment-
23 Processing Agreement(s) do not permit cancellation “by the buyer in person, via email
24 from an email address on file with the health studio, or via first-class mail.” The
25 failure to comply with this provision renders all such HSMAs void and unenforceable
26 as contrary to public policy under Civil Code section 1812.91.

27 31. Contrary to Civil Code section 1812.85, the HSMAs and Payment-
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1 Processing Agreement(s) do not provide the requisite rescission period for agreements
2 requiring payments exceeding One Thousand Five Hundred Dollars (\$1,500.00),
3 inclusive, including initiation fees or initial membership fees, by the person receiving
4 the services or the use of the facility. The failure to comply with this provision
5 renders all such HSMAs void and unenforceable as contrary to public policy under
6 Civil Code section 1812.91.

7 32. Class Members who are current HSMA holders, are entitled to treat their
8 HSMAs as void under Civil Code Section 1812.91 and to obtain equitable relief
9 requiring DEFENDANTS to bring their HSMAs into compliance with California law
10 to avoid any further confusion among current HSMA holders.

11 33. Class Members who are former HSMA holders, are entitled to treat their
12 HMSA agreements as void under Civil Code section 1812.91, and to obtain equitable
13 relief requiring, inter alia, DEFENDANTS to make restitution to them for prior acts in
14 violation of California law.

15 34. PLAINTIFF and the entire Class have suffered injury in fact and have
16 sustained damages as a result of DEFENDANTS' unlawful conduct. PLAINTIFF and
17 the Class Members have sustained actual monetary damages based on
18 DEFENDANTS' imposition of unconscionable contract terms. PLAINTIFF and the
19 entire Class have been subjected to unconscionable contract terms that have in fact
20 injured them, and/or that will injure them absent judicial relief.

21 35. PLAINTIFF and the entire Class are entitled to, and do hereby seek, an
22 order declaring DEFENDANTS' HSMAs void as contrary to California law and
23 public policy, and to restitution of all monies wrongfully obtained by DEFENDANTS
24 through these illegal contracts, and to punitive or exemplary damages and/or treble
25 damages. DEFENDANTS' illegal conduct as described herein was done and
26 continues to be done with oppression, fraud and/or malice against PLAINTIFF and the
27 Class Members.

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1 WHEREFORE, PLAINTIFF and the Class pray for judgment as set forth
2 below.

3 **SECOND CAUSE OF ACTION**

4 Against All Defendants

5 Violations of California Business and Professions Code sections 17200, *et seq.*

6 (By Plaintiff on behalf of himself and all Class Members)

7 35. PLAINTIFF hereby realleges and incorporates by reference all
8 paragraphs above as though fully set forth in detail herein.

9 36. PLAINTIFF further brings this action pursuant to the Business and
10 Professions Code sections 17200, *et seq.*, seeking restitution of money wrongfully
11 obtained by DEFENDANTS as a result of the acts herein alleged and further seeks
12 injunctive relief to enjoin DEFENDANTS’ illegal practices, as described herein.

13 37. DEFENDANTS have knowingly provided substantial assistance or
14 encouragement to one another in perpetrating the unlawful acts alleged herein, among
15 others, with the specific intent of aiding and abetting and facilitating a pattern of
16 unlawful conduct in violation of California Business and Professions Code sections
17 17200, *et seq.*

18 38. The Unfair Competition Law prohibits all unfair competition, which is
19 defined as “any unlawful, unfair or fraudulent business act or practice.” PLAINTIFF
20 and the class Members have standing to bring this claim because they are direct
21 victims of DEFENDANTS’ illegal, deceptive and unfair business practices, which
22 DEFENDANTS engaged in for their sole financial benefit.

23 39. DEFENDANTS’ conduct is unlawful because, as alleged herein, the
24 HSMAs and/or Payment-Processing Agreement(s) violate California’s Contracts for
25 Health Studio Services law and are void and unenforceable as contrary to public
26 policy under Civil Code section 1812.91.

27 40. DEFENDANTS’ conduct is deceptive because the HSMAs and Payment-
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1 Processing Agreement(s) contain provisions designed to confuse or mislead
2 consumers of their rights and obligations contrary to the public policy as expressed in
3 Civil Code section 1812.80.

4 41. DEFENDANTS' conduct is unfair because the HSMA's and Payment-
5 Processing Agreement(s), and the unlawful provisions therein, result in financial
6 hardship, false or misleading advertising, and onerous contract terms by which
7 PLAINTIFF and the Class Members have been injured.

8 42. As alleged hereinabove, DEFENDANTS have inequitably and
9 unlawfully conspired, agreed, arranged and combined to violate California laws.

10 43. As a direct and proximate result of the unfair, unlawful, and/or fraudulent
11 business practices alleged herein, PLAINTIFF and the Class Members have had
12 money wrongfully collected from them under the terms of illegal contracts, all to their
13 detriment and all to DEFENDANTS' illegal economic advantage. PLAINTIFF and
14 the Class Members have suffered injury in fact and have lost money.

15 44. PLAINTIFF and the Class Members are entitled to restitution of money
16 wrongfully collected from them under the terms of illegal contracts and to attorneys'
17 fees and costs of litigation under Business and Professions Code sections 17200, *et*
18 *seq.*

19 45. The Class Members are entitled to the equitable relief sought herein, that
20 is, to an order requiring DEFENDANTS to bring their HSMA's and Payment-
21 Processing Agreement(s) into compliance with California law.

22 46. In addition, PLAINTIFF and the Class Members have no adequate
23 remedy at law for their irreparable injuries. Unless equitable relief is granted,
24 members of the Class will continue to be subjected to DEFENDANTS' illegal
25 conduct. Pursuant to Business and Professions Code sections 17203 and 17204,
26 PLAINTIFF and the Class Member seek a permanent injunction enjoining
27 DEFENDANTS continuing violations of California's Unfair Competition Law on the
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1 grounds that such acts described herein violate section 17200 of the Business and
2 Professions Code and California's public policy.

3 WHEREFORE, PLAINTIFF and the Class pray for judgment as set forth
4 below.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF on behalf of himself and the Class Members he
7 seeks to represent in this action request the following relief:

8 **ON THE FIRST CAUSE OF ACTION**

9 1. That the Court determine that this action may be maintained as a class
10 action under Rule 23 of the Federal Rules of Civil Procedure;

11 2. For an order rescinding all of DEFENDANTS unlawful HSMAs and/or
12 Payment-Processing Agreement(s);

13 3. For an order restoring all money wrongfully obtained and maintained by
14 DEFENDANTS from the Class;

15 4. For treble damages pursuant to Civil Code section 1812.94;

16 5. For an order declaring DEFENDANTS' HSMAs and/or Payment-
17 Processing Agreement(s) to be in violation of the Contracts for Health Studio Services
18 Act;

19 6. For interest according to law;

20 7. For costs of prosecuting this action, together with interest and reasonable
21 attorneys' and experts' fees; and

22 8. For such other relief as this Court may deem just and proper under the
23 circumstances.

24 **ON THE SECOND CAUSE OF ACTION**

25 1. For an order declaring DEFENDANTS' conduct to be unfair, unlawful,
26 and/or deceptive business practices, as described herein;

27 2. For an injunction prohibiting DEFENDANTS from enforcing or entering
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1 into HSMAAs and/or Payment-Processing Agreement(s) that contain the unfair,
2 unlawful, and/or deceptive business practices, as described herein;

3 3. For disgorgement by DEFENDANTS and restitution of the value of any
4 profits earned by their unfair, unlawful, and/or deceptive business practices, as
5 described herein;

6 4. For costs of prosecuting this action, together with interest and reasonable
7 attorneys' and experts' fees; and

8 5. For such other relief as this Court may deem just and proper under the
9 circumstances.

10 Dated: December 24, 2018

ARTIANO SHINOFF

By: s / Paul V. Carelli, IV

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JACOB MCKEAN v. ABC FINANCIAL SERVICES, INC., an Arkansas Corporation; THE ARENA MARTIAL ARTS, a business entity form unknown Southern District Case Number: 3:18-cv-00923-WQH-RBB

CERTIFICATE OF SERVICE

(State and Federal Court)

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of San Diego in the office of a member of the bar of this court at whose direction the service was made. My business address is 2488 Historic Decatur Road, Suite 200, San Diego, California 92106.

On December 24, 2018, I served the following document(s):

1. FIRST AMENDED CLASS ACTION COMPLAINT

BY ELECTRONIC SERVICE on the date executed below, I served the document via the Court's CM/ECF system on the designated recipients through electronic transmission of said documents.

Robert M. Bodzin, Esq.
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ahickerson@burnhambrown.com
Attorneys for ABC Financial Services, Inc.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 24, 2018, at San Diego, California.

s/ Paul V. Carelli, IV
Paul V. Carelli, IV
Attorney for Plaintiff
E-mail: pcarelli@as7law.com

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