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on behalf of all others similarly situated**

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LINDA HALL, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

TIME, INC., a Delaware corporation;
MEREDITH CORP., an Iowa corporation; and
DOES 1-100, inclusive

Defendants.

CASE NO.: 8:19-CIV-1153

CLASS ACTION COMPLAINT FOR:

**1. VIOLATIONS OF CALIFORNIA'S
UNFAIR COMPETITION LAW
(BUSINESS AND PROFESSIONS
CODE §§ 17200-17204);**

**2. VIOLATIONS OF CALIFORNIA
PENAL CODE § 496 (THEFT);**

3. CONVERSION

ASSIGNED FOR ALL PURPOSES TO
JUDGE:
DEPARTMENT:

Plaintiff Linda Hall ("Plaintiff"), on behalf of herself and all others similarly
situated, alleges:

INTRODUCTION & OVERVIEW OF CLAIMS

1. Plaintiff brings this class action on behalf of herself and a class of
others similarly situated consisting of all persons in California who, within the
applicable statute of limitations, purchased magazine subscriptions sold or
marketed by Defendants and were automatically enrolled for future magazine

1 subscriptions without their consent (“Class Members”). Plaintiff alleges claims for
2 (1) violations of California’s Unfair Competition Law, California Business and
3 Professions Code section 17200, et seq. (“UCL”), based on Defendants’ violation
4 of California’s Automatic Renewal Law, California Business and Professions Code
5 section 17600, et seq. (“ARL”), (2) violations of California Penal Code section
6 496, and (3) conversion.

7 2. During the Class Period, Defendants made automatic renewal or
8 continuous service offers to consumers in California and in doing so, violated the
9 ARL as follows:

- 10 (1). At the time of making the automatic renewal or continuous service
11 offers, Defendants failed to present the automatic renewal offer terms
12 or continuous service offer terms in visual proximity to the request
13 for consent to the offer before the subscription or purchasing
14 agreement was fulfilled in violation of section 17602(a)(1);
- 15 (2). charging Plaintiffs and Class Members’ credit or debit cards, or third-
16 party accounts without first obtaining their affirmative consent to the
17 agreement containing the automatic renewal offer terms or continuous
18 service offer terms in violation of section 17602(a)(2);
- 19 (3). failing to provide an acknowledgment that included the automatic
20 renewal or continuous service offer terms, cancellation policy, and
21 information explaining how to cancel in a manner that is capable of
22 being retained by the consumer in violation of section 17602(a)(3);
23 and
- 24 (4). failing to provide online purchasers with the ability to terminate the
25 purchases online.

26 3. Based upon Defendants’ violations of the ARL, all magazines sent to
27 Plaintiff and Class Members under the automatic renewal or continuous service
28 agreements are deemed to be an unconditional gift without any obligation

1 whatsoever on the part of Plaintiff and Class Members pursuant to section 17603
2 of the ARL.

3 4. Based upon Defendants' violations of the ARL Plaintiff, on behalf of
4 herself and Class Members, seek damages, restitution, restitutionary disgorgement,
5 injunctive relief, equitable relief, treble damages, punitive damages and reasonable
6 attorneys' fees and costs.

7 **JURISDICTION AND VENUE**

8 5. This Court has diversity jurisdiction over this class action pursuant to
9 28 U.S.C. section 1332 as amended by the Class Action Fairness Act of 2005
10 because the amount in controversy exceeds five million dollars (\$5,000,000.00),
11 exclusive of interest and costs, and is a class action in which some members of the
12 class are citizens of different states than Defendants. (28 U.S.C. §1332(d)(2)(A).)

13 6. This Court has personal jurisdiction over Defendants because
14 Defendants currently do business in this state.

15 7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because
16 Defendants are subject to personal jurisdiction in this District.

17 **PARTIES**

18 8. Plaintiff is an individual who currently resides in the County of
19 Orange, State of California

20 9. Defendant Meredith Corporation ("Meredith") is, according to its
21 website, <https://www.meredith.com>, the largest magazine company in the world.
22 Meredith is an Iowa corporation with its headquarters in Des Moines, Iowa.
23 Meredith publishes, markets and sells magazines and magazine subscriptions in the
24 United States and California.

25 10. Defendant Time, Inc. ("Time") is a Delaware corporation with its
26 principal executive office and headquarters in New York and its principal office in
27 the State of California located in Los Angeles, California. Time is a subsidiary of
28 Meredith Corporation. Time publishes, markets and sells magazine subscriptions in

the United States and California.

11. The true names and capacities of the Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

12. At all relevant times, each and every Defendant was acting as an agent, co-venturer, co-conspirator, partner or facilitator of the other Defendants and was acting within the course and/or scope of said relationship with the knowledge or consent of each of the Defendants. The acts and/or omissions herein alleged were known to, or ratified by, each of the other Defendants.

CALIFORNIA'S AUTOMATIC RENEWAL LAW

13. The ARL became operative on December 1, 2010. The Legislature stated intent for enacting the ARL was to “end the practice of ongoing charges to consumers’ credit or debit cards or third-party payment accounts without the consumers’ explicit consent for ongoing shipments of a product or ongoing deliveries of service.” (ARL § 17600.)

14. Section 17602(a) of the ARL makes it unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:

- (1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, to the request for consent to the offer.
- (2) Charge the consumer’s credit or debit card or the consumer’s account with a third party for an automatic renewal or continuous service without first obtaining the consumer’s affirmative consent to the

1 agreement containing the automatic renewal offer terms or continuous
2 service offer terms.

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

7 15. Section 17601(a) defines the term “Automatic renewal” as a “plan or
8 arrangement in which a paid subscription or purchasing agreement is automatically
9 renewed at the end of definite term for a subsequent term.”

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

19 **FACTUAL BACKGROUND**

20 17. On or about 2017, Plaintiff received an Instagram offering Plaintiff a
21 subscription to People Magazine. The offer stated in part:

22 “People Magazine Subscription

23 www.magazinestore

24 magazine store”

25 (Exh. A [Exh. B is an enlargement of Exh. A and includes color contrasts
26 not visible on Exh. A.])

27 18. Time publishes People Magazine and the “magazine store” is operated
28 and controlled by Meredith.

1 19. The subscription offer to Plaintiff included a “checkout now” prompt
2 and immediately above the “checkout now” prompt, the screen stated, “All
3 magazine subscriptions will automatically renew annually.” There is no
4 information on the screen pertaining to the acceptance or rejection of the automatic
5 renewal and there is no prompt or feature on the screen which operates to obtain
6 the subscriber’s affirmative consent to automatic renewals. (Exh. A p. 1; Exh. B
7 p. 2.)

8 20. If the “checkout now” prompt is selected, a second screen is activated
9 which requires the potential subscriber to provide sales information including
10 “YOUR ORDER INFORMATION” and “SELECT PAYMENT METHOD.”
11 (Exh. A pp. 2-3; Exh. B pp. 3-4.)

12 21. Near the end of the second screen on a yellow background, the screen
13 states:

14 “Automatic Renewal Notice. After your initial term your magazine
15 subscription will automatically renew annually until you tell us to stop. You
16 will receive a reminder of the renewal approximately 30 days in advance.
17 Your credit card or method of payment will be charged at the time of
18 purchase and before the start of each new annual term at the rate stated in the
19 notice. You can contact customer service or cancel at any time.”
20 (Exh. A p. 4; Exh. B p. 5.)

21 22. There is no information on the second screen pertaining to the
22 acceptance or rejection of the automatic renewal and there is no prompt or feature
23 on the second screen which operates to obtain the subscriber’s affirmative consent
24 to automatic renewals.

25 23. At the end of the second screen and below the automatic renewal
26 notice, the subscriber is provided with a prompt to “REVIEW YOUR ORDER”
27 and below that a prompt to “submit order.” (Exh. A p. 4; Exh. B pp. 5-6.)

28 ///

1 24. Plaintiff submitted her order for People Magazine and her account
2 was debited for her initial subscription.

3 25. In or about September of 2018, near the end of Plaintiff's initial
4 subscription, Plaintiff received a postcard from the Defendants. On the front side
5 of the postcard in bold or capitalized print and contrasting colors, the postcard
6 stated:

7 "Here's something to remember about your PEOPLE magazine service.
8 Less time at the newsstand means more time enjoying your favorite
9 magazine. Subscriber information on reverse.
10 GET HUGE SAVINGS off the newsstand!"

11 (Exh. C p. 1.)

12 26. The "subscriber information" on the reverse side of the postcard
13 stated:

14 "Important Advance Notice For Subscribers.

15 "We guarantee a hassle-free subscription. You'll never miss an issue.
16 No renewal notices and no telemarketing calls. We do the work for
17 you by automatically extending your subscription each year for as
18 long as you want your selections.

19
20 "Your service includes convenient home delivery and huge savings
21 off the newsstand price.

22
23 "We will send you a notice every year about your next subscription
24 period and rates. We will send a notice that spells out: your low rate,
25 your number of issues and when your account will be charged. If you
26 don't wish to continue, you can simply cancel before your new term
27 begins.

28 ///

1 “We guarantee you outstanding savings. As a Valued Subscriber,
2 enjoy substantial savings off the cover price.

3
4 “Thank you for being a valued customer. We hope you have been
5 enjoying your magazine service, as your complete satisfaction is our
6 ultimate goal.

7
8 “For your convenience, we will continue to ensure that you don’t
9 receive extra unwanted mail - the multiple renewal notices that
10 normally come with a subscription.

11
12 “Your PEOPLE subscription will continue for the next term of issues
13 using the account number you agreed to be billed. You will be billed
14 or charged \$67.50 for a total of 54 issues, which will run from
15 12/10/18-11/26/19. If you wish to discontinue, call 1-800-541-9000
16 by 10/2/18 and no charge will appear. Cancel any time after you have
17 been charged and receive a refund of unserved issues based on your
18 total term of service. As long as you are satisfied, your subscription
19 will continue through our open-ended, customer-friendly subscription
20 method - automatic renewal. Of course, we will always send you a
21 courtesy reminder before the start of a new term. Remember, you can
22 always look for the expiration date of your current term on your
23 magazine label.

24
25 We hope you enjoy PEOPLE and look forward to serving you in the
26 future. Please keep this notice as a reminder for upcoming charges.”

27 (Exh. C p. 2.)

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27. On October 14, 2018, Time debited Plaintiff's account in the amount of \$67.50. The point of sale on Plaintiff's bank account statement states: "TME*PEOPLE MAGAZINE" (spelling original) 800-541-9000 NY."

DEFENDANTS' AUTOMATIC RENEWAL PROGRAM

28. The automatic renewal program implemented by Defendants is a computerized program which operates uniformly in violation of California's automatic renewal law which requires Defendants to (1) request the purchaser's consent to an automatic renewal and (2) to obtain the purchaser's affirmative consent to an automatic renewal or continuous service offer. The Defendants' uniform computer program does neither, as illustrated by the following allegations:

(1). Plaintiff's initial subscription was solicited through an Instagram on Plaintiff's iPhone. Exhibit A represents the actual size of Plaintiff's iPhone and Defendants' offer. Exhibit B is an enlargement of Exhibit A with color contrasts that are not visible on Exhibit A. On the first page of Exhibit A (Exh. B p. 2), the purchaser is told that "All magazine subscriptions will automatically renew annually." There is no request for consent to the automatic renewal as required by section 17602(a)(1) and the automatic renewal does not require the purchaser's affirmative consent as required by section 17602(a)(2). The only prompt is the "checkoutnow" prompt which, if selected, takes the consumer to a second screen.

(2). The second screen also includes an automatic renewal on a yellow background which states:

"Automatic Renewal Notice. After your initial term your magazine subscription will automatically renew annually until you tell us to stop. You will receive a reminder of the renewal approximately 30 days in advance. Your credit card or method of payment will be charged at the time of purchase and before the start of each new

1 annual term at the rate stated in the notice. You can contact customer
2 service or cancel at any time.”

3 There is no request for consent to the automatic renewal on the second
4 screen as required by section 17602(a)(1) and the automatic renewal notice does
5 not include a feature whereby the Defendants obtain the consumer’s affirmative
6 consent as required by section 17602(a)(2).

7 (3). After the automatic renewal notice on the second screen, the
8 solicitation contains a “submit order” prompt which, if selected,
9 completes the consumer’s order and implements the automatic
10 renewal. Below the submit order prompt, the program also tells the
11 consumer “[w]elcometo the Magazine.store”.

12 (4). The “Magazine.store” is not a business entity. It is a name,
13 designation and websitedomain created by Meredith to market and
14 sell magazine subscriptions and to enroll consumers in automatic
15 renewal programs in violation of California’s automatic renewal law
16 pursuant to a uniform and systematic computerized program designed,
17 implemented and controlled by Meredith which enrolls consumers in
18 automatic renewal programs without requesting their consent and
19 without obtaining their affirmative consent in violation of sections
20 17602(a)(1) and 17602(a)(2) of the ARL and thereafter debiting or
21 charging their bank, credit or third-party accounts in violation of
22 section 17603. Defendants have implemented and maintained these
23 practices on a uniform and ongoing basis.

24 (5). A Google search for magazines published by Time or Meredith link to
25 the Magazine.store and a Google search for Time or Meredith
26 contains links to magazines and those links connect the user to the
27 Magazine.store. Irrespective of the links used, the computerized
28 program implemented by Defendants includes an automatic renewal

1 for every magazine published by Defendants without requesting the
2 consumer's consent and without obtaining the consumer's affirmative
3 consent. (An example of the automatic renewals implemented by
4 Meredith as viewed on a computer screen is attached as Exhibit D.)
5 With respect to the ARL, all subscription solicitations violate sections
6 17601(a)(1) and 17601(a)(2) because they do not request the
7 consumer's consent and obtain the consumer's affirmative consent.

8 29. The Defendants' automatic renewal of Plaintiff's subscription was
9 unlawful, including the following violations of the ARL:

- 10 (1). Defendants failed to "present the automatic renewal offer in visual
11 proximity ... to the request for consent to the offer" as required by
12 section 17602(a)(1) because Defendants did not request Plaintiff's
13 consent to the offer;
- 14 (2). Defendants failed to obtain Plaintiff's affirmative consent to the
15 automatic renewal in violation of section 17602(a)(2);
- 16 (3). Defendants unlawfully debited Plaintiff's account because
17 Defendants' violations of sections 17602(a)(1) and (a)(2) resulted in
18 an "unconditional gift" of future publications to Plaintiff without "any
19 obligation whatsoever" on her part pursuant to section 17603;
- 20 (4). Defendants' postcard to Plaintiff violated § 17602(a)(3) because
21 Plaintiff did not affirmatively consent to an automatic renewal and
22 Defendants could not send Plaintiff an acknowledgement of an
23 obligation which did not exist; and
- 24 (5). Defendants' acknowledgement failed to provide Plaintiff with the
25 ability to cancel the automatic renewal online.

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CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a class action pursuant to Rule 23(a) of the Federal Rules of Civil Procedure. The proposed Class (the “Class”) that Plaintiff seeks to represent is composed of and defined as:

“All persons within California who, within the applicable statute of limitations period, purchased a subscription to any magazine published, marketed or sold by Defendants which included an “Automatic Renewal” as defined by § 17601(a).”

31. Excluded from the Class are governmental entities, Defendants, any entity in which Defendants have a controlling interest, and Defendant’s officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, assigns, individuals bound by any prior settlement, and any judge, justice, or judicial officer presiding over this matter.

32. This action is brought as a class action pursuant to the provisions of Federal Rule of Civil Procedure 23(a)(1)-(4) and 23(b)(1)-(3). This action satisfies the numerosity, typicality, adequacy, predominance and superiority requirements of those provisions.

33. The Class is so numerous that the individual joinder of all of its members is impractical. While the exact number and identities of Class members are unknown to Plaintiff at this time, Plaintiff is informed and believes the Class includes hundreds of thousands of members. Plaintiff alleges that the Class may be ascertained by the records maintained by Defendants. (Fed. 2 R. Civ. P. 23(a)(1))

34. Common questions of fact and law exist as to all members of the Class that predominate over any questions affecting only individual members of the Class. These common legal and factual questions, which do not vary from

1 class member to class member, and which may be determined without reference to
2 the individual circumstances of any class member, include, but are not limited to,
3 the following:

4 i. Whether during the Class Period Defendants failed to present the
5 automatic renewal offer terms, or continuous service offer terms, in a clear and
6 conspicuous manner before the subscription was purchased and in visual proximity
7 to the request for consent to the offer in violation of Cal. Bus. & Prof Code §
8 17602(a)(1);

9 ii. Whether during the Class Period Defendants enrolled Plaintiff and
10 Class Members in an automatic renewal or continuous service program without
11 first obtaining their affirmative consent to the automatic renewal offer terms or
12 continuous service offer terms in violation of Cal. Bus. & Prof. Code §17602(a)(2);

13 iii. Whether during the Class Period Defendants failed to provide an
14 acknowledgement that included the automatic renewal or continuous service offer
15 terms, cancellation policy, and information on how to cancel in a manner that is
16 capable of being retained by Plaintiff and Class Members, in violation of Cal. Bus.
17 & Prof. Code § 17602(a)(3);

18 iv. Whether Plaintiff and the Class Members are entitled to restitution or
19 disgorgement of money paid in accordance with the unconditional gift provision in
20 section 17603;

21 v. Whether Plaintiff and Class Members are entitled to restitution
22 pursuant to the UCL;

23 vi. Whether Plaintiff and Class Members are entitled to injunctive relief
24 under the UCL;

25 vii. Whether Plaintiff and Class Members are entitled to attorneys' fees
26 and costs; and

27 viii. Whether Plaintiff and Class Members are entitled to punitive
28 damages. (Fed. R. Civ. P. 23(a)(2))

1 35. Plaintiff's claims are typical of the claims of the members of the
2 Class. Plaintiff and all members of the Class have sustained injury arising out of
3 Defendants' common course of conduct. (Fed. R. Civ. P. 23(a)(3).)

4 36. Plaintiff will fairly and adequately protect the interests of the
5 members of the Class. Plaintiff has retained attorneys experienced in the
6 prosecution of class actions. (Fed. R. Civ. P. 23(a)(4).)

7 37. A class action is superior to other available methods of fair and
8 efficient adjudication of this controversy, since individual litigation of the claims
9 of all Class members is impracticable and unduly burdensome. Individualized
10 litigation would also present the possibility of varying, inconsistent, or
11 contradictory judgments and would delay and increase the expense to all parties
12 and to the court system resulting from multiple trials of the same factual issues.
13 (Fed. R. Civ. P. 23(b)(3).)

14 38. The prosecution of separate actions by thousands of individual Class
15 members would create the risk of inconsistent or varying adjudications with
16 respect to, among other things, the need for and the nature of proper notice, which
17 Defendants must provide to all Class members. (Fed. R. Civ. P. 23(b)(1)(A).)

18 39. The prosecution of separate actions by individual class members
19 would create a risk of adjudications with respect to them that would, as a practical
20 matter, be dispositive of the interests of the other Class members not parties to
21 such adjudications or that would substantially impair or impede the ability of such
22 non-party Class members to protect their interests. (Fed. R. Civ. P. 23(b)(1)(B).)

23 40. Defendants have acted or refused to act in respects generally
24 applicable to the Class, thereby making appropriate final injunctive relief with
25 regard to the members of the Class as a whole. (Fed. R. Civ. P. 23(b)(2))

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FIRST CAUSE OF ACTION

**VIOLATION OF THE UNFAIR COMPETITION LAW
(UNLAWFUL OR UNFAIR BUSINESS PRACTICES)**

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

41. Paragraphs 1-40 are alleged and incorporated herein by reference.

42. During the Class Period, Defendants committed unlawful and/or unfair business acts or practices by violating sections 17602(a)(1), 17602(a)(2) and 17602(a)(3) of the ARL.

43. Plaintiff has standing to pursue this claim because she suffered injury in fact and has lost money or property as a result of Defendants' action. As alleged herein, when Defendants violated the ARL, future magazines shipped to Plaintiff pursuant to the automatic renewal were "deemed an unconditional gift" to Plaintiff by Defendants and Plaintiff was entitled to receive the magazines from Defendants "without any obligation whatsoever" pursuant to section 17604 of the ARL. Defendants violated section 17604 and Plaintiff lost money as a result of Defendants' unlawful or unfair conduct when Defendants debited Plaintiffs account.

44. As a direct and proximate result of Defendants' unlawful and/or unfair business acts or practices described herein, Defendants have received, and continue to hold, unlawfully obtained money belonging to Plaintiff and Class Members in the form of payments made for subscriptions which were automatically renewed.

45. Plaintiff and similarly-situated Class Members are entitled to restitution and disgorgement of all monies paid by Class Members under the automatic renewals during the Class period.

46. Plaintiff and Class Members are entitled to injunctive relief enjoining Defendants from violating the ARL.

///

1 47. Plaintiff has assumed the responsibility of enforcement of the laws
2 and public policies specified herein by suing on behalf of herself and Class
3 Members. Plaintiff's success in this action will enforce important rights affecting
4 the public interest and an award of reasonable attorneys' fees is requested.

5 48. Plaintiff, on behalf of herself and Class Members, requests relief as
6 described in the Prayer for Relief.

7 **SECOND CAUSE OF ACTION**

8 **VIOLATION OF THE CALIFORNIA PENAL CODE SECTION 496**
9 **(THEFT BY FALSE AND FRAUDULENT REPRESENTATION(S)**
10 **OR PRETENSE)**

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

13 49. Paragraphs 1-48 are alleged and incorporated herein by reference.

14 50. Penal Code section 496 states in part:

15 “(a) Every person who . . . receives any property ... that has
16 been obtained in any manner constituting theft . . . knowing the
17 property to be so . . . obtained, or who withholds, or aids in.
18 withholding any property from the owner, knowing the property
19 to be so ... obtained, shall be punished [description of criminal
20 punishments].

21 “(c) Any person who has been injured by a violation of
22 subdivision ... may bring an action for three times the amount
23 of actual damages ... costs of suit, and reasonable attorney's
24 fees.”

25 51. Theft, as described in penal code section 484, subdivision (a) includes
26 the following:

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28 ///

1 “Every person ... who shall knowingly and designedly, by any
2 false or fraudulent representation or pretense, defraud any other
3 person of money ... is guilty of theft.”

4 52. Plaintiff alleges that her property and the property of class members
5 was obtained by Defendants in a manner constituting theft or was withheld from
6 Plaintiff and the class members by Defendants with the knowledge that the
7 property had been obtained in a manner constituting theft.

8 53. Defendants created, implemented and/or participated in a systematic
9 and uniform scheme to obtain money by unlawful means through a series of
10 unlawful acts based upon false representations or pretenses based upon the
11 following allegations in their entirety or in part:

- 12 (1) Defendants unlawfully enrolled consumers in their automatic renewal
13 program without requesting their consent or obtaining their
14 affirmative consent in violation of section 17602 of the ARL;
- 15 (2) In furtherance of their violation of section 17602 of the ARL,
16 Defendants created and implemented the false pretense to consumers
17 that consumers were obligated to pay for all magazines shipped prior
18 to cancellation contrary to section 17603 of the ARL which provides
19 that all merchandise sold pursuant to an unlawful automatic renewal
20 “shall for all purposes be deemed an unconditional gift to the
21 consumer.” (*Italics added.*);
- 22 (3) In furtherance of their violation of section 17602 of the ARL and in
23 furtherance of and as part of their scheme to unlawfully enroll
24 consumers in their automatic renewal program and to obtain money
25 from consumers, Defendants debited or charged consumer accounts
26 on the false pretense that consumers were validly enrolled in the
27 Defendants’ automatic renewal program and the consumer’s
28 enrollment in the automatic renewal program legally allowed

Defendants to debit or charge their accounts;

(4) In furtherance of their violation of sections 17602 and 17603 of the ARL, Defendants refused to return money to consumers for merchandise shipped prior to cancellation based on the false pretense that consumers were legally obligated to pay for merchandise shipped by Defendants prior to cancellation.

(5) Defendants' collection of money from consumers for merchandise shipped prior to the consumer's request for cancellation was a systematic practice applied uniformly to all consumers and was based upon the Defendants' uniform and false pretense to all consumers that Defendants were entitled to keep the money debited for magazines shipped prior to cancellation, even though Defendants knew that upon cancellation, all consumers were entitled to a complete refund of all monies pursuant to the ARL.

(6) Those consumers who requested cancellation and were not given a full refund are an identifiable sub-class which satisfies the numerosity, typicality, adequacy, predominance and superiority requirements of the Federal Rules of Civil Procedure.

54. As a result of Defendants' unlawful conduct, Plaintiff and class members who did not cancel their subscriptions prior to Defendants' shipment of merchandise were damaged by their loss of money obtained or withheld by Defendants in furtherance of a scheme and artifice to obtain and withhold money based upon false representations and pretenses.

THIRD CAUSE OF ACTION

CONVERSION

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

55. Paragraphs 1-54 are alleged and incorporated herein by reference.

56. With respect to consumers who were unlawfully enrolled in Defendants' automatic renewal programs and who were debited or charged and did not cancel prior to Defendants' shipment of magazines and were therefore unlawfully charged, Defendants' collection and retention of money resulted in the wrongful exercise of dominion over property belonging to Plaintiff and Class Members.

57. As a result of Defendants' conduct, Plaintiff and class members lost money and were therefore damaged.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

1. That the Court determine that this action may be maintained as a class action, and define the Class as requested herein or upon other definitions that may be proposed;

2. That the Court find and declare that Defendants have violated section 17602(a)(1) by failing to present the automatic renewal offer terms, or continuous service offer terms, in a clear and conspicuous manner and in visual proximity to the request for consent to the offer before the subscription was purchased;

3. That the Court find and declare that Defendants have violated section 17602(a)(2) by enrolling and charging Plaintiff and Class Members without first obtaining their affirmative consent to the automatic renewal offer terms or continuous service terms;

4. That the Court find and declare that Defendants have violated section 17602(a)(3) by failing to provide an acknowledgement that includes the automatic renewal or continuous service offer terms, cancellation policy and information on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members;

5. That the Court find and declare that Defendants have violated the UCL and committed unfair and unlawful business practices by violating the ARL;

1 6. That pursuant to the UCL, the Court award to Plaintiff and Class
2 Members restitution and disgorgement of all monies received by Defendants
3 pursuant to automatic renewals of all magazines published, sold or marketed by
4 Defendants during the Class Period;

5 7. That the Court find that Plaintiff and Class Members are entitled to
6 injunctive relief, including a permanent injunction restraining Defendants from
7 enrolling California consumers in an automatic renewal or continuous service
8 program without first requesting and obtaining their affirmative consent;

9 8. For damages on the Second and, Third Causes of Action;

10 9. For treble damages on the Second Cause of Action;

11 10. For punitive damages on the Third Cause of Action;

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

15 12. For interest; and

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

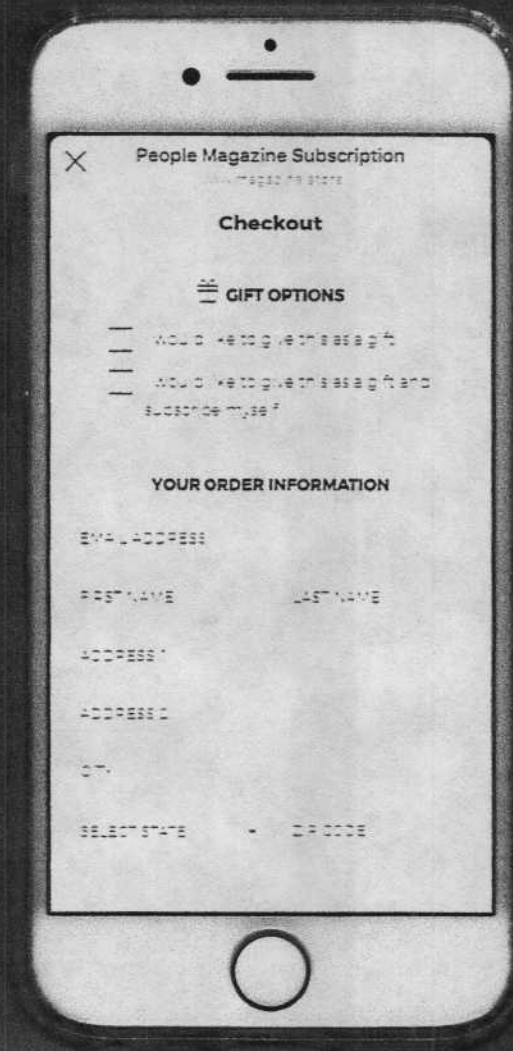
18 DATED: June 7, 2019

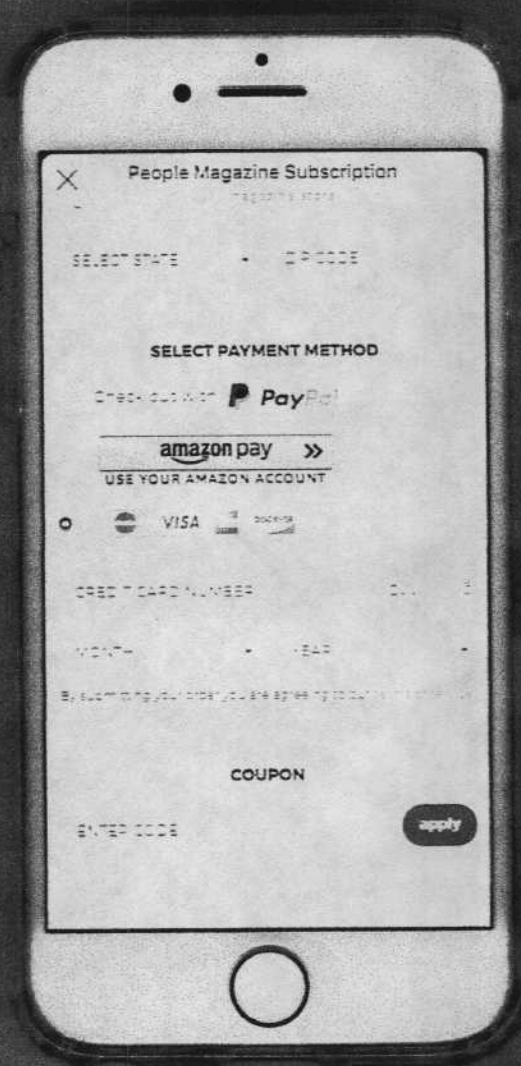
CARROLL, KELLY, TROTTER,
FRANZEN, McBRIDE & PEABODY

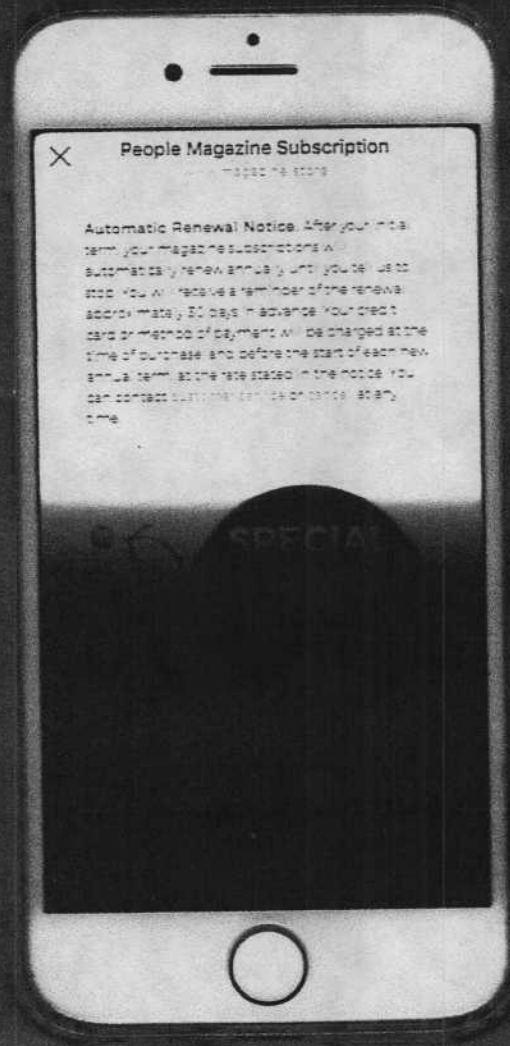
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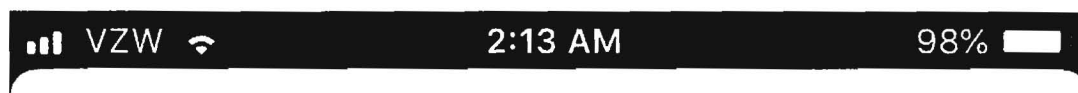
MICHAEL TROTTER
DAVID P. PRUETT
Attorneys for Plaintiff,
LINDA HALL, individually and
behalf of all others similarly situated











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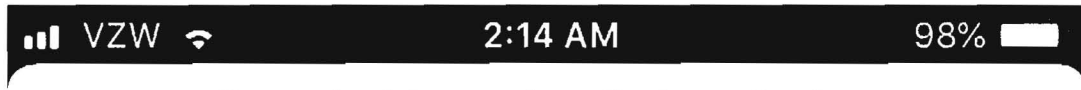


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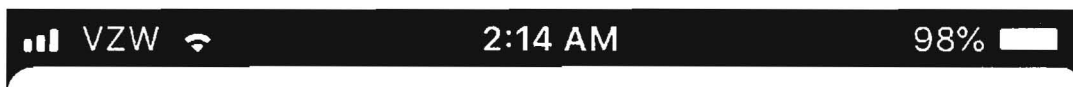


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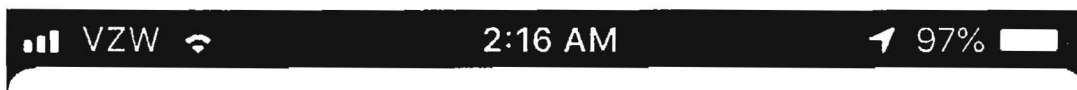
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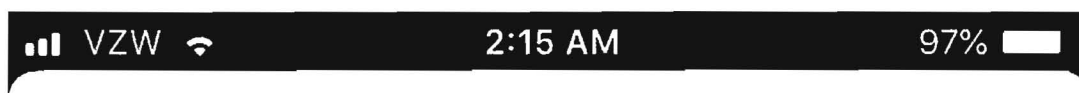
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<input type="checkbox"/>	Country Gardens	4 Issues	\$9.98
<input type="checkbox"/>	Country Home	4 Issues	\$20.00
<input type="checkbox"/>	Diabetic Living	4 Issues	\$9.99
<input type="checkbox"/>	Do It Yourself	4 Issues	\$9.99
<input type="checkbox"/>	EatingWell	10 Issues	\$9.98
<input type="checkbox"/>	Entertainment Weekly	46 Issues	\$25.00
<input type="checkbox"/>	Eat This, Not That!	4 Issues	\$19.98
<input type="checkbox"/>	Family Circle	12 Issues	\$9.98

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<input type="checkbox"/>	Better Homes & Gardens	12 Issues	\$9.98
<input type="checkbox"/>	Country Gardens	4 Issues	\$9.98
<input type="checkbox"/>	Country Home	4 Issues	\$20.00
<input type="checkbox"/>	Diabetic Living	4 Issues	\$9.99
<input type="checkbox"/>	Do It Yourself	4 Issues	\$9.99
<input type="checkbox"/>	EatingWell	10 Issues	\$9.98
<input type="checkbox"/>	Entertainment Weekly	46 Issues	\$25.00
<input type="checkbox"/>	Eat This, Not That!	4 Issues	\$19.98
<input type="checkbox"/>	Family Circle	12 Issues	\$9.98
<input type="checkbox"/>	Food & Wine	12 Issues	\$19.95
<input type="checkbox"/>	Fortune	14 Issues	\$19.99
<input type="checkbox"/>	Health	10 Issues	\$10.00
<input type="checkbox"/>	InStyle	12 Issues	\$19.50
<input type="checkbox"/>	Martha Stewart Living	10 Issues	\$9.98
<input type="checkbox"/>	Midwest Living	6 Issues	\$9.99
<input type="checkbox"/>	Money	11 Issues	\$14.95
<input type="checkbox"/>	Parents	12 Issues	\$5.99

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<input type="checkbox"/>	Shape	10 Issues	\$9.98
<input type="checkbox"/>	Southern Living	13 Issues	\$19.95
<input type="checkbox"/>	Sports Illustrated	39 Issues	\$39.00
<input type="checkbox"/>	Sports Illustrated Kids	12 Issues	\$20.00
<input type="checkbox"/>	The Magnolia Journal	4 Issues	\$20.00
<input type="checkbox"/>	TIME	52 Issues	\$30.00
<input type="checkbox"/>	Traditional Home	6 Issues	\$12.00
<input type="checkbox"/>	Travel + Leisure	12 Issues	\$10.00
<input type="checkbox"/>	Wood Magazine	7 Issues	\$19.98

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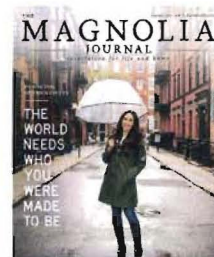
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**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>)	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>)
(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) <div style="display: flex; justify-content: space-between;"> <div style="width:48%;"> <input type="checkbox"/> 1. U.S. Government Plaintiff </div> <div style="width:48%;"> <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width:48%;"> <input type="checkbox"/> 2. U.S. Government Defendant </div> <div style="width:48%;"> <input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III) </div> </div>	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:5%; text-align: center;">PTF</td> <td style="width:5%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:5%; text-align: center;">PTF</td> <td style="width:5%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input 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 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
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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. ORIGIN (Place an X in one box only.)

<input type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify) _____	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File
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V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	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	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS		<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	Other:	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	FORFEITURE/PENALTY	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 690 Other	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	LABOR	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 790 Other Labor Litigation	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	
			<input type="checkbox"/> 448 Education		

FOR OFFICE USE ONLY:

Case Number: _____

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➔	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➔	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.	

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➔	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➔	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.	

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. ➔	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
--	--

QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: ➔	

QUESTION F: Northern Counties?
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input type="checkbox"/> No

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court?☐ NO☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?☐ NO☐ YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY**(OR SELF-REPRESENTED LITIGANT):** _____

DATE: _____

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)
OR OF PARTY APPEARING IN PRO PER



ATTORNEY(S) FOR:

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CASE NUMBER:

v.

Plaintiff(s),

Defendant(s)

**CERTIFICATION AND NOTICE
OF INTERESTED PARTIES
(Local Rule 7.1-1)**

TO: THE COURT AND ALL PARTIES OF RECORD:

The undersigned, counsel of record for _____
or party appearing in pro per, certifies that the following listed party (or parties) may have a pecuniary interest in
the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification
or recusal.

(List the names of all such parties and identify their connection and interest. Use additional sheet if necessary.)

PARTY

CONNECTION / INTEREST

Date

Signature

Attorney of record for (or name of party appearing in pro per):
