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7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN DIEGO

10 DANE TOVEY,  
11 individually and on behalf of all others  
similarly situated,

13 Plaintiff,

14 vs.

15 TRUSTED MEDIA BRANDS, INC.,  
16 a Delaware corporation;  
and DOES 1-50, inclusive,

17 Defendants.

CASE NO. 37-2019-00038992-CU-BT-CTL

CLASS ACTION

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) UNFAIR COMPETITION [Cal. Bus. & Prof. Code § 17200 *et seq.*]; and
- DEMAND FOR JURY TRIAL

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**PRELIMINARY ALLEGATIONS**

1           1. This action alleges that Trusted Media Brands, Inc. violates California law by  
 2 enrolling consumers in automatic-renewal magazine subscriptions and posting charges to  
 3 consumers' credit cards, debit cards, or third-party payment accounts without providing the "clear  
 4 and conspicuous" disclosures required by the California Automatic Renewal Law, Cal. Bus. & Prof.  
 5 Code § 17600 *et seq.* ("ARL"). The same course of conduct also violates the Consumers Legal  
 6 Remedies Act, Cal. Civ. Code § 1750 *et seq.* ("CLRA"), and the Unfair Competition Law, Cal. Bus.  
 7 & Prof. Code § 17200 *et seq.* ("UCL").

**THE PARTIES**

9           10       2. Plaintiff Dane Tovey ("Plaintiff") is an individual residing in San Diego County,  
 11 California.

12       3. Plaintiff is informed and believes and thereon alleges that defendant Trusted Media  
 13 Brands, Inc. ("TMB") is a Delaware corporation that does business in San Diego County, including  
 14 the marketing of magazine subscriptions.

15       4. Plaintiff does not know the names of the defendants sued as DOES 1 through 50 but  
 16 will amend this complaint when that information becomes known. Plaintiff alleges on information  
 17 and belief that each of the DOE defendants is affiliated with the named defendant in some respect  
 18 and is in some manner responsible for the wrongdoing alleged herein, either as a direct participant,  
 19 or as the principal, agent, successor, alter ego, or co-conspirator of or with one or more of the other  
 20 defendants. For ease of reference, Plaintiff will refer to the named defendant and the DOE  
 21 defendants collectively as "Defendants."

22       5. Venue is proper in San Diego County because the complained of conduct occurred  
 23 in San Diego County.

**BACKGROUND**

24       25       6. TMB publishes several magazines, including *Reader's Digest*, *Taste of Home*,  
 26 *Family Handyman*, *Birds & Blooms* and *Reminisce*. TMB makes the magazine content available  
 27 through print and/or online subscriptions.

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1       7.     Traditionally, magazine publishers sold subscriptions on the basis of a schedule that  
 2 reflects a fixed price for a definite term (such as one, two, or three years). Under that arrangement,  
 3 the consumer selects the desired price/term combination and submits payment. Later, when the end  
 4 of the term is approaching, the consumer is notified that the subscription will soon come to an end  
 5 and is provided with a renewal offer. If the consumer wishes to renew, he or she selects the desired  
 6 price/term combination for the renewal period and submits the corresponding payment.  
 7 Alternatively, if the consumer does not renew, the subscription comes to an end.

8       8.     During the 1990s, some marketers came to view the traditional model as a constraint  
 9 on sales and profits and advocated instead adoption of a “negative option” model. In a “negative  
 10 option,” the seller “interpret[s] a customer’s failure to take an affirmative action, either to reject an  
 11 offer or cancel an agreement, as assent to be charged for goods or services.”<sup>1</sup> One variety of the  
 12 negative option model is an arrangement in which a magazine subscription will be “automatically  
 13 renewed” and thus continue indefinitely unless and until the consumer takes affirmative steps to  
 14 cancel. It has been reported that by 2003, the Federal Trade Commission (FTC) was receiving  
 15 500,000 complaints annually about deceptive magazine sales. (See Ex. 1 at p. 1 [*Negative Option:*  
 16 *When No Means Yes*,” Consumer Affairs (Nov. 2005)].)

17       9.     Defendants have implemented a negative option model in which they “automatically  
 18 renew” subscriptions, and they do so in a way that violates California law.

#### 19                   **THE CALIFORNIA AUTOMATIC RENEWAL LAW**

20       10.    In 2009, the California Legislature passed Senate Bill 340, which took effect on  
 21 December 1, 2010 as Cal. Bus. & Prof. Code § 17600 *et seq.* (the California Automatic Renewal  
 22 Law) (“ARL”), which is part of the False Advertising Law. (Unless otherwise stated, all statutory  
 23 references are to the Business & Professions Code). SB 340 was introduced because:

24       It has become increasingly common for consumers to complain about unwanted  
 25 charges on their credit cards for products or services that the consumer did not

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26       <sup>1</sup> (See *Negative Options* (January 2009) Federal Trade Commission  
 27 <<https://www.ftc.gov/sites/default/files/documents/reports/negative-options-federal-trade-commission-workshop-analyzing-negative-option-marketing-report-staff/p064202negativeoptionreport.pdf>> [as of June 7, 2019].)

1 explicitly request or know they were agreeing to. Consumers report they believed  
 2 they were making a one-time purchase of a product, only to receive continued  
 3 shipments of the product and charges on their credit card. These unforeseen charges  
 4 are often the result of agreements enumerated in the “fine print” on an order or  
 advertisement that the consumer responded to.

5 (See Exhibit 2 at p. 7.)

6 11. The Assembly Committee on Judiciary provided the following background for the  
 legislation:

7 This non-controversial bill, which received a unanimous vote on the Senate floor,  
 8 seeks to protect consumers from unwittingly consenting to “automatic renewals” of  
 9 subscription orders or other “continuous service” offers. According to the author and  
 supporters, consumers are often charged for renewal purchases without their consent  
 10 or knowledge. For example, consumers sometimes find that a magazine subscription  
 renewal appears on a credit card statement even though they never agreed to a  
 renewal.

11 (See Exhibit 3 at p. 11.)

12 12. The ARL seeks to ensure that, before there can be a legally-binding automatic  
 13 renewal or continuous service arrangement, there must first be adequate disclosure of certain terms  
 14 and conditions and affirmative consent by the consumer. Among other things, Cal. Bus. & Prof.  
 15 Code § 17602(a) makes it unlawful for any business making an automatic renewal offer or a  
 16 continuous service offer to a consumer in California to do any of the following:

17 a. Fail to present the automatic renewal offer terms or continuous service offer  
 18 terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled  
 19 and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the  
 20 request for consent to the offer. (§ 17602(a)(1).) For this purpose, the term “clear and conspicuous”  
 21 means “in larger type than the surrounding text, or in contrasting type, font, or color to the  
 22 surrounding text of the same size, or set off from the surrounding text of the same size by symbols  
 23 or other marks, in a manner that clearly calls attention to the language.” (§ 17601(c).) For an audio  
 24 disclosure, “clear and conspicuous” means “in a volume and cadence sufficient to be readily audible  
 25 and understandable.” (*Ibid.*)

26 b. Charge the consumer’s credit or debit card or the consumer’s account with a  
 27 third party for an automatic renewal or continuous service without first obtaining the consumer’s  
 28 affirmative consent to the agreement containing the automatic renewal offer terms or continuous

1 service offer terms. (§ 17602(a)(2).)

2           c.       Fail to provide an acknowledgment that includes the automatic renewal or  
 3 continuous service offer terms, cancellation policy, and information regarding how to cancel in a  
 4 manner that is capable of being retained by the consumer. (§ 17602(a)(3).) If the offer includes a  
 5 free trial, the business must disclose in the acknowledgment how to cancel and allow the consumer  
 6 to cancel before the consumer pays for the goods or services. The acknowledgment must include a  
 7 toll-free telephone number, electronic mail address, or other mechanism for cancellation.  
 8 (§ 17602(b).)

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

#### **FACTS GIVING RISE TO PLAINTIFF’S CLAIM**

17           14.      In or about October 2017, while Plaintiff was located in San Diego County, Plaintiff  
 18 submitted a request for a one-year subscription for *Reader’s Digest*. In connection with that  
 19 subscription, Plaintiff paid the amount of \$10.00, which was charged to his credit card.

20           15.      Documents evidencing the specific advertising and offer materials that Defendants  
 21 presented to Plaintiff are in the exclusive possession, custody, and control of Defendants. Plaintiff  
 22 will seek production of such documents during the course of discovery, which Plaintiff believes will  
 23 support the allegations herein.

24           16.      Unbeknownst to Plaintiff and without his consent, Defendants enrolled Plaintiff in a  
 25 program under which his subscription would automatically renew. Thereafter, in or about August  
 26 2018, without Plaintiff’s authorization, Defendants posted a charge to Plaintiff’s credit card in the  
 27 amount of \$14.98.

1       17. After Plaintiff discovered that his credit card had been charged \$14.98, he called  
 2 TMB and disputed the charge. TMB refunded that \$14.98 to Plaintiff. Plaintiff was not refunded  
 3 the initial charge of \$10.00 that was made in connection with Defendants' automatic renewal  
 4 program.

5       18. If Plaintiff had known that Defendants were going to enroll him in an automatic  
 6 renewal program, he would not have requested any subscription from Defendants and would not  
 7 have paid any money to Defendants.

8       19. Plaintiff alleges that Defendants have made and continue to make offers to California  
 9 consumers, in connection with which Defendants do not disclose the statutorily-mandated  
 10 "automatic renewal offer terms" and do not make disclosures in a manner that is "clear and  
 11 conspicuous"; that Defendants charge the consumers' credit cards, debit cards, and/or third-party  
 12 payment accounts without obtaining the consumers' affirmative consent to an agreement that  
 13 contains clear and conspicuous disclosure of the automatic renewal offer terms; and that Defendants  
 14 do not provide the statutorily-mandated acknowledgment. For example, a copy of an on-line offer  
 15 page currently used by Defendants to solicit subscriptions for *Reader's Digest* is attached hereto as  
 16 Exhibit 4.

17       20. Notwithstanding legislative and regulatory efforts, including enactment of the  
 18 California ARL and similar legislation in other states, "automatically renewed" magazine  
 19 subscriptions continue to be a perennial source of consumer complaints. On October 15, 2011, the  
 20 *New York Times* published an article drawing attention to the problem. (See Ex. 5 [*"How Did This  
     Become a Commitment?"*].) The article describes consumer complaints of unauthorized credit card  
 21 charges arising out of magazine subscriptions that were supposedly "automatically renewed." The  
 22 risk of consumer fraud or deception has increased as credit card billing has become more widely  
 23 adopted and as marketers have focused on luring consumers with "free trials" or similar offers that  
 24 turn into auto-renew charges. (See Ex. 6 [*"Beware of auto-renewals' endless charges: Easy to sign  
     up for, hard to shut off; complaints mount"* (Jan. 28, 2015), available at  
 25 <https://www.creditcards.com/credit-card-news/auto-renewals-endless-charges-complaints-1282.php>  
 26 (last accessed June 7, 2019)]; Ex. 7 [*"Buy now, pay forever: Beware negative option*

1 “plans” (Oct. 6, 2014), available at <http://www.creditcards.com/credit-card-news/negative-option-buy-now-pay-forever-1581.php> (last accessed June 7, 2019)].)

### **CLASS ACTION ALLEGATIONS**

4       21. Plaintiff brings this lawsuit as class action under Code of Civil Procedure section 382  
5 on behalf of the following Class: “All individuals in California who, within the applicable  
6 limitations period, were enrolled by Defendants in an automatic renewal or continuous service  
7 program. Excluded from the Class are all employees of Defendants, all employees of Plaintiff’s  
8 counsel, and the judicial officers to whom this case is assigned.”

9       22. Ascertainability. The members of the Class may be ascertained by reviewing records  
10 in the possession of Defendants and/or third parties, including without limitation Defendants’  
11 marketing, promotion, customer, and billing records.

12       23. 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, in connection with automatic  
15 renewal or continuous service offers to California residents, Defendants present all automatic  
16 renewal offer terms and, if so, whether such terms are presented in a manner that is “clear and  
17 conspicuous” within the meaning of California law; (2) Defendants’ policies, practices and  
18 procedures for obtaining affirmative consent from customers before charging a credit card, debit  
19 card, or third-party payment account; (3) whether Defendants provide consumers with an  
20 acknowledgment that informs them of the automatic renewal offer, the cancellation policy, and  
21 information regarding how to cancel, in a manner that is capable of being retained by the consumer;  
22 (4) Defendants’ record-keeping practices; (5) the appropriate remedies for Defendants’ conduct; and  
23 (6) the appropriate terms of an injunction.

24       24. Numerosity. The Class is so numerous that joinder of all Class members would be  
25 impracticable. Plaintiff is informed and believes and thereon alleges that the Class consists of at  
26 least 100 members.

27       25. Typicality and Adequacy. Plaintiff’s claims are typical of the claims of the Class  
28 members. Plaintiff alleges on information and belief that Defendants enrolled Class members in

1 automatic renewal programs without disclosing all terms required by law, and without presenting  
2 such terms in the requisite “clear and conspicuous” manner; charged Class members’ credit cards,  
3 debit cards, or third-party accounts without first obtaining Class members’ affirmative consent to  
4 an agreement containing clear and conspicuous disclosure of all automatic renewal offer terms in  
5 the manner required by California law; and failed to provide the requisite acknowledgment in a  
6 manner capable of being retained by the Class members. Plaintiff has no interests that are adverse  
7 to those of the other Class members. Plaintiff will fairly and adequately protect the interests of the  
8 Class members.

9        26. Superiority. A class action is superior to other methods for resolving this  
10 controversy. Because the amount of restitution to which each Class member may be entitled is low  
11 in comparison to the expense and burden of individual litigation, it would be impracticable for Class  
12 members to redress the wrongs done to them without a class action forum. Furthermore, on  
13 information and belief, Class members do not know that their legal rights have been violated. If  
14 Defendants are not enjoined from continuing their business practices as alleged herein, they will  
15 continue to violate the rights of California consumers. Class certification would also conserve  
16 judicial resources and avoid the possibility of inconsistent judgments.

17        27. Defendants Have Acted on Grounds Generally Applicable to the Class. Defendants  
18 have acted on grounds that are generally applicable to the Class, thereby making appropriate final  
19 injunctive relief and/or declaratory relief with respect to the Class as a whole.

## **FIRST CAUSE OF ACTION**

## Violation of the California Automatic Renewal Law

(Bus. & Prof. Code § 17600 *et seq.* and § 17535)

23 28. Plaintiff incorporates the allegations of paragraphs 1-27 as though set forth herein.

24        29. Plaintiff is informed and believes and thereon alleges that, during the applicable  
25 statute of limitations period, Defendants have enrolled consumers, including Plaintiff and Class  
26 members, in automatic renewal programs and/or continuous service programs and have violated the  
27 ARL by, among other things, (a) failing to present automatic renewal or continuous service offer  
28 terms in a clear and conspicuous manner before a selection, subscription, or purchasing agreement

1 is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal  
 2 proximity, to a request for consent to the offer; (b) charging the consumer's credit card, debit card,  
 3 or third-party payment account for an automatic renewal or continuous service without first  
 4 obtaining the consumer's affirmative consent to an agreement containing clear and conspicuous  
 5 disclosure of all automatic renewal offer terms or continuous service offer terms; and (c) failing to  
 6 provide an acknowledgment that includes clear and conspicuous disclosure of all automatic renewal  
 7 or continuous service offer terms, the cancellation policy, and information regarding how to cancel  
 8 in a manner that is capable of being retained by the consumer.

9       30. As a result of Defendants' statutory violations, any automatic renewal or continuous  
 10 service offers made or attempted to be made by Defendants to Plaintiff and Class members were in  
 11 violation of law and, therefore, such offers or attempted offers were not accepted by Plaintiff or  
 12 Class members and did not give rise to an agreement for automatic renewal or continuous service.

13       31. As a result of Defendants' conduct, pursuant to §§ 17603 and 17535, Plaintiff and  
 14 Class members are entitled to restitution of all amounts that Defendants charged or caused to be  
 15 charged to Plaintiff's and Class members' credit cards, debit cards, or third-party payment accounts  
 16 during the four years preceding the commencement of this action and continuing until Defendants'  
 17 statutory violations cease.

18       32. Plaintiff has suffered injury in fact and has lost money as a result of Defendants'  
 19 statutory violation.

20       33. Unless enjoined and restrained by this Court, Defendants will continue to commit  
 21 the violations alleged herein. Pursuant to § 17535, on behalf the Class, and also for the benefit of  
 22 the general public of the State of California, Plaintiff seeks an injunction that:

23           a. Prohibits Defendants from making any automatic renewal or continuous  
 24 service offer to any consumer in the State of California without first presenting all "automatic  
 25 renewal offer terms" (as defined in § 17601(b)) in a manner that is "clear and conspicuous" (as  
 26 defined in § 17601(c)), as required by § 17602(a)(1);

27           b. Prohibits Defendants from charging any California consumer's credit card,  
 28 debit card, or third-party payment account for a subscription that includes automatic renewal or

1 continuous service without first obtaining the consumer's affirmative consent to an agreement  
2 containing clear and conspicuous disclosure of all automatic renewal offer terms, as those terms are  
3 defined in § 17601(b) and (c); and

4           c.       Requires Defendants to provide each California consumer who enters into a  
5 subscription that includes automatic renewal or continuous service with an acknowledgement that  
6 meets the requirements of § 17602(a)(3).

7       34. Plaintiff reserves the right to seek other prohibitory or mandatory aspects of  
8 injunctive relief, whether on behalf of the Class and/or for the benefit of the general public of the  
9 State of California.

## **SECOND CAUSE OF ACTION**

## Violation of the Consumers Legal Remedies Act

(Civ. Code § 1750 *et seq.*)

**13** 35. Plaintiff incorporates the allegations of paragraphs 1-27 as though set forth herein.

14       36. Plaintiff and Class members are “consumers” within the meaning of Civil Code  
15 § 1761(d) in that Plaintiff and Class members sought or acquired Defendants’ goods and/or services  
16 for personal, family, or household purposes.

17       37. Defendants' magazine offers and the magazines pertaining thereto are "goods"  
18 and/or "services" within the meaning of Civil Code § 1761(a) and (b).

19           38. The purchases by Plaintiff and Class members are “transactions” within the meaning  
20 of Civil Code § 1761(e).

21       39. Defendants have violated Civil Code §§ 1770(a)(5) and (a)(9) by representing that  
22 Defendants' goods and services have certain characteristics or quantities that they do not have and  
23 advertising goods and services with the intent not to sell them as advertised.

24       40. Unless enjoined and restrained by this Court, Defendants will continue to commit  
25 the violations alleged herein. Pursuant to Civil Code § 1780(a)(2), on behalf of the Class, and also  
26 for the benefit of the general public of the State of California, Plaintiff seeks an injunction  
27 prohibiting Defendants from continuing their unlawful practices as alleged herein.

### **THIRD CAUSE OF ACTION**

Violation of the California Unfair Competition Law)

(Bus. & Prof. Code § 17200 *et seq.*)

41. Plaintiff incorporates the allegations of paragraphs 1-40 as though set forth herein.

42. The Unfair Competition Law defines unfair competition as including any unlawful, unfair, or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading advertising; and any act of false advertising under section 17500. (Bus. & Prof. Code § 17200.)

8       43. In the course of conducting business in California within the applicable limitations  
9 period, Defendants committed unlawful, unfair, and fraudulent business practices, and engaged in  
10 unfair, deceptive, untrue, or misleading advertising, by, inter alia and without limitation, (a) failing  
11 to present statutorily-mandated “automatic renewal offer terms,” and failing to present such terms  
12 in a “clear and conspicuous” manner, in violation of § 17602(a)(1); (b) charging the consumer’s  
13 credit card, debit card, or third-party payment account for an automatic renewal without first  
14 obtaining the consumer’s affirmative consent to an agreement containing clear and conspicuous  
15 disclosure of all required automatic renewal offer terms, in violation of § 17602(a)(2); (c) failing to  
16 provide an acknowledgment that includes clear and conspicuous disclosure of all required automatic  
17 renewal offer terms, the cancellation policy, and information regarding a cancellation mechanism  
18 that is cost-effective, timely, and easy-to-use, and failing to provide such an acknowledgment in a  
19 manner capable of being retained by the consumer, in violation of § 17602(a)(3); (d) representing  
20 that Defendants’ goods or services have certain characteristics that they do not have, in violation of  
21 Civil Code § 1770(a)(5); and (e) advertising goods and services with the intent not to sell them as  
22 advertised, in violation of Civil Code § 1770(a)(9). Plaintiff reserves the right to identify other acts  
23 or omissions that constitute unlawful, unfair or fraudulent business acts or practices, unfair,  
24 deceptive, untrue or misleading advertising, and/or other prohibited acts.

25        44. Defendants' acts and omissions as alleged herein violate obligations imposed by  
26 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,  
27 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits  
28 attributable to such conduct.

1       45. There were and are reasonably available alternatives to further Defendants'  
 2 legitimate business interests, other than the conduct described herein.

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

5       47. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' acts  
 6 of unfair competition.

7       48. Unless enjoined and restrained by this Court, Defendants will continue to commit  
 8 the violations alleged herein. Pursuant to § 17203, on behalf of the Class, and also for the benefit  
 9 of the general public of the State of California, Plaintiff seeks an injunction that:

10           a. Prohibits Defendants from making any automatic renewal or continuous  
 11 service offer to any consumer in the State of California without first presenting all "automatic  
 12 renewal offer terms" (as defined in § 17601(b)) in a manner that is "clear and conspicuous" (as  
 13 defined in § 17601(c)), as required by § 17602(a)(1);

14           b. Prohibits Defendants from charging any California consumer's credit card,  
 15 debit card, or third-party payment account for a subscription that includes automatic renewal or  
 16 continuous service without first obtaining the consumer's affirmative consent to an agreement  
 17 containing clear and conspicuous disclosure of all automatic renewal offer terms, as those terms are  
 18 defined in § 17601(b) and (c);

19           c. Requires Defendants to provide each California consumer who enters into a  
 20 subscription that includes automatic renewal or continuous service with an acknowledgement that  
 21 meets the requirements of § 17602(a)(3);

22           d. Prohibits Defendants from representing that Defendants' goods or services  
 23 have characteristics that they do not have; and

24           e. Prohibits Defendants from advertising goods or services with the intent not  
 25 to sell them as advertised.

26       49. Plaintiff reserves the right to seek other prohibitory or mandatory aspects of  
 27 injunctive relief, whether on behalf of the Class and/or for the benefit of the general public of the

1 State of California, to prevent Defendants' use or employment of practices that constitute unfair  
2 competition.

3 **PRAYER**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

5 On the First Cause of Action (Violation of the ARL):

- 6 1. For restitution;  
7 2. For a public injunction for the benefit of the People of the State of California;

8 On the Second Cause of Action (Violation of the CLRA):

- 9 3. For a public injunction for the benefit of the People of the State of California;  
10 4. For reasonable attorneys' fees, pursuant to Civil Code section 1780(e);

11 On the Third Cause of Action (Unfair Competition):

- 12 5. For restitution;  
13 6. For a public injunction for the benefit of the People of the State of California;

14 On All Causes of Action:

- 15 7. For reasonable attorneys' fees, pursuant to Code of Civil Procedure § 1021.5;  
16 8. For costs of suit;  
17 9. For pre-judgment interest; and  
18 10. For such other relief as the Court may deem just and proper.

19 Dated: July 26, 2019

DOSTART HANNINK & COVENY LLP

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21 ZACH P. DOSTART  
22 Attorneys for Plaintiff

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable.

Dated: July 26, 2019

DOSTART HANNINK & COVENY LLP

ZACH P. DOSTART  
Attorneys for Plaintiff

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