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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CIVIL COMPLEX**

JIALU WU, Individually and On Behalf Of All  
Others Similarly Situated,

Plaintiff,

vs.

ITALK GLOBAL COMMUNICATIONS, INC.,

Defendant.

Case No.: **20STCV25343**

**CLASS ACTION COMPLAINT FOR  
VIOLATIONS OF CALIFORNIA'S  
UNFAIR COMPETITION LAW, CAL.  
BUS & PROF. CODE §§ 17200, ET SEQ.**

**FILED**  
Superior Court of California  
County of Los Angeles

**JUL 06 2020**

Terri R. Carter, Executive Officer/Clerk

*[Signature]*, Deputy  
Elia Nazarian

**KAZEROUNI  
LAW GROUP, APC**

07/10/2020

INTRODUCTION

1. Plaintiff JIALU WU ("Plaintiff") brings this Class Action Complaint to challenge the deceptive advertising and business practices of Defendant, ITALK GLOBAL COMMUNICATIONS INC. ("iTalk" or "Defendant") with regard to Defendant's practice of making automatic renewal offers and continuous service offers, as those terms are defined by Cal. Bus. & Prof. Code §§ 17600, *et seq.* ("California's Automatic Renewal Law"), to California consumers in violation of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.* Among other things, Defendant enrolls consumers in automatic renewal and continuous service subscriptions without providing consumers with clear and conspicuous disclosures as required by California Law; charges consumers' for said services without first obtaining the consumer's affirmative consent; and fails to provide consumers with the ability to cancel Defendant's services online.
2. Through this action, Plaintiff, individually and on behalf of the class of all other similarly situated consumers, seeks to enjoin Defendant's practice of making automatic renewal offers and continuous service offers, as those terms are defined by California's Automatic Renewal Law, to California consumers and the general public, for Defendant's commercial purposes and pecuniary gain.
3. Defendant's automatic renewal and continuous service offers are a scheme carried out by Defendant which involves making money from California consumers through false, deceptive, and misleading means by charging California consumers for automatic renewal offers as defined by California's Automatic Renewal Law, without the knowledge of those consumers, throughout the period covered by the applicable statute of limitations in violation of California's Unfair Competition Law.
4. Defendant makes automatic renewal or continuous service offers to California consumers, including Plaintiff and Class members, in violation of California's Automatic Renewal Law.
5. Plaintiff alleges as follows based upon information and belief, with the exception of those allegations that pertain to Plaintiff, which Plaintiff alleges upon personal knowledge as to himself and his own acts and experiences.



1 6. Unless otherwise indicated, the use of any Defendant's name in this Complaint includes all  
2 agents, employees, officers, members, directors, heirs, successors, assigns, principals,  
3 trustees, sureties, subrogees, representatives and insurers of the named Defendant.

4 **JURISDICTION AND VENUE**

5 7. Subject matter jurisdiction is proper in this Court as the amount in controversy is within the  
6 jurisdictional limit of this Court.

7 8. This Court has personal jurisdiction over Defendant because Defendant conducts business in  
8 the County of Los Angeles, State of California, and has numerous storefronts in the County  
9 of Los Angeles.

10 9. Venue is proper in the Los Angeles County Superior Court pursuant to Code of Civil  
11 Procedure, sections 394, 395, and 395.5. Wrongful conduct occurred and continues to occur  
12 in this County. Defendants conducted and continue to conduct business in this County as it  
13 relates to its subscription services.

14 **PARTIES**

15 10. Plaintiff is, and at all times mentioned herein was, a resident of the County of Los Angeles,  
16 State of California. Plaintiff is, and at all times mentioned herein was, a natural person and a  
17 "consumer" for purposes of Cal. Bus. & Prof. Code § 17601(d) and a "person" as defined by  
18 Cal. Bus. & Prof. Code § 17201.

19 11. Defendant is a Limited Liability Company formed under the laws of the State of Texas, with  
20 headquarters in Washington and Virginia and a "person" as defined by Cal. Bus. & Prof.  
21 Code § 17201.

22 12. Defendant offers consumers international phone, internet, and television equipment and  
23 services, which can be purchased on Defendant's website, and Defendant conducts business  
24 in the State of California and in the County of Los Angeles.

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FACTUAL ALLEGATIONS

13. Plaintiff realleges and incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
14. At all times relevant, Defendant made and continues to make automatic renewal offers and continuous service offers, as those terms are defined by Cal. Bus. & Prof. Code § 17600, *et seq.* (“California’s Automatic Renewal Law”) to Plaintiff and other consumers similarly situated.
15. Defendant is in the business of providing international communication and television services to consumers around the globe.
16. Part of Defendant’s telecommunication services includes Defendant’s iTalkBB Chinese TV (“iTalkBB”), which is similar to a cable box and connects to a consumer’s television.
17. Once Defendant’s iTalkBB service is connected, a consumer has unlimited access to popular Chinese movies and television shows in high definition.
18. Part of the purchase of iTalkBB requires a consumer to elect to either pay a one-time activation fee for iTalkBB and purchase a telephone service at the same time, or the consumer can elect to pay a monthly payment for only the iTalkBB service.
19. Defendant automatically renews purchases of Defendant’s services in a manner that violates California law by offering consumers a one-time payment for Defendant’s services, when Defendant is actually enrolling consumers into an automatic renewal program and continuous service, without consumers’ affirmative consent.
20. On or about October 15, 2016, Plaintiff purchased an iTalkBB Program (the “Service”) online from Defendant’s website, <https://www.italkbb.com/us/en/index.html>.
21. Plaintiff elected to purchase the iTalkBB service from Defendant for a one-year period.
22. At the time Plaintiff purchased the iTalkBB service, it was represented to Plaintiff that Plaintiff was signing up for a one-year promotional bundle service, which included the iTalkBB, a landline phone, and internet.
23. Defendant offered this promotion to Plaintiff for \$49.99 for one year of service.





- 1 24. Defendant's Service is an automatic renewal and/or continuous service plan or arrangement  
2 as defined by Cal. Bus. & Prof. Code § 17601.
- 3 25. Based on the representations on Defendant's website which Plaintiff relied upon, Plaintiff  
4 believed the Service was a one-time purchase, lasting for a period of one-year.
- 5 26. The Service is listed as "US TV 1yr Signup no contract" on Plaintiff's receipt, and Plaintiff  
6 paid \$49.99 for this one-year Service.
- 7 27. At the time Plaintiff purchased the Service on the Defendant's website, there were no clear  
8 and conspicuous disclosures alerting Plaintiff that Plaintiff would be consenting to an  
9 automatic renewal offer and/or continuous service.
- 10 28. Defendant did not provide Plaintiff with a clear process for cancellation, or any direct link to  
11 an online cancellation procedure, or any refund policies.
- 12 29. At the time Plaintiff purchased the Service, Defendant did not disclose to Plaintiff that the  
13 Service would continue beyond Plaintiff's one-time purchase, and did not clearly and  
14 conspicuously state how and when Plaintiff could cancel before automatically being charged  
15 again by Defendant.
- 16 30. After Plaintiff's purchase of the Service, Defendant failed to provide disclosures that Plaintiff  
17 would be automatically charged, and Defendant failed to obtain Plaintiff's explicit consent  
18 before charging Plaintiff again.
- 19 31. Defendant did not include any information on Defendant's website indicating how to cancel  
20 the Service, and provided no mechanism to cancel the Service on Defendant's website.
- 21 32. In or around October 2017, Defendant charged \$57 to Plaintiff's credit card without  
22 Plaintiff's affirmative consent for the iTalkBB service.
- 23 33. Defendant has continued to charge Plaintiff annually for the iTalkBB service, without  
24 Plaintiff's affirmative consent.
- 25 34. Most recently, in February 2020, when the iTalkBB service automatically renewed,  
26 Defendant increased the price without notice to Plaintiff and charged \$74.99 to Plaintiff's  
27 credit card without Plaintiff's affirmative consent for the iTalkBB service.
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- 1 35. At the time Plaintiff purchased the Service, Defendant failed to present Defendant's  
2 automatic renewal offer terms or continuous service offer terms in a clear and conspicuous  
3 manner, as defined by California's Automatic Renewal Law, before the subscription or  
4 purchasing agreement was fulfilled, and in visual or temporal proximity to Defendant's  
5 request for consent to the offer.
- 6 36. At the time Plaintiff purchased this subscription, Defendant charged Plaintiff for an  
7 automatic renewal offer without first obtaining Plaintiff's affirmative consent to the  
8 agreement containing the automatic renewal offer terms or continuous service offer terms.
- 9 37. At the time Plaintiff subscribed to Defendant's Service, Plaintiff was subjected to  
10 Defendant's unlawful policies and/or practices, as set forth herein, in violation of Cal. Bus. &  
11 Prof. Code §§ 17600, *et seq.*
- 12 38. Defendant failed provided an acknowledgment that includes the automatic renewal or  
13 continuous service offer terms, cancellation policy, and information regarding how to cancel  
14 the Service in a manner that is capable of being retained by the consumer, in violation of Cal.  
15 Bus. & Prof. Code §§ 17600, *et seq.*
- 16 39. Defendant failed to provide Plaintiff a cost-effective, timely, and easy-to-use mechanism for  
17 cancelation of the Service, in violation of Cal. Bus. & Prof. Code §§ 17600, *et seq.*
- 18 40. Defendant failed to provide Plaintiff with a means to terminate the automatic renewal or  
19 continuous service exclusively online, in violation of Cal. Bus. & Prof. Code §§ 17600, *et*  
20 *seq.*
- 21 41. Defendant failed to provide clear and conspicuous notice of the material change and provide  
22 information regarding how to cancel the Service in a manner that is capable of being retained  
23 by the consumer, in violation of Cal. Bus. & Prof. Code §§ 17600, *et seq.*
- 24 42. Had Plaintiff known that Defendant would enroll Plaintiff in a program under which  
25 Defendant would automatically renew Plaintiff's purchase for a subsequent term and  
26 automatically charge the associated renewal fee, especially at an increased rate, to Plaintiff's  
27 credit card without clear and conspicuous advanced notice or Plaintiff's affirmative consent,  
28 Plaintiff would not have purchased the Service.



1 43. The material circumstances surrounding this experience by Plaintiff were the same, or nearly  
2 the same, as the other class members Plaintiff proposes to represent, and Plaintiff and all  
3 putative class members were required to pay, and did pay, money for the Service advertised,  
4 marketed, and sold by Defendant to Plaintiff and other similarly situated consumers.

5 **CLASS ACTION ALLEGATIONS**

6 44. Plaintiff brings this action, on behalf of himself and all others similarly situated ("the Class").

7 45. Plaintiff represents, and is a member of, the Class, consisting of:

8 All persons in California who purchased an iTalkBB or other similar service  
9 from Defendant via Defendant's website as part of an automatic renewal  
10 plan or continuous service offer for products and services from Defendant  
within the four years prior to the filing of this Complaint.

11 46. Defendant and its employees or agents are excluded from the Class. Plaintiff does not know  
12 the number of members in the Class, but believes the Class members number in the hundreds  
13 of thousands, if not more. Thus, this matter should be certified as a Class action to assist in  
14 the expeditious litigation of this matter.

15 47. The "Class Period" means four years prior to filing of the Complaint in this action.

16 48. Plaintiffs reserve the right to redefine the Class, and to add and redefine any additional  
17 subclasses as appropriate based on discovery and specific theories of liability.

18 49. There is a well-defined community of interest in the litigation, the proposed class is easily  
19 ascertainable, and Plaintiff is a proper representative of the Class.

20 50. **Ascertainability:** Class members are readily ascertainable from Defendant's own records  
21 and/or Defendant's agents' records.

22 51. **Numerosity:** The potential Class members as defined are so numerous and so diversely  
23 located throughout California, that joinder of all the members of the Class impracticable.  
24 Class members are dispersed throughout California. Joinder of all members of the proposed  
25 class is therefore not practicable.

26 52. **Commonality:** There are questions of law and fact common to Plaintiff and the Class that  
27 predominate over any questions affecting only individual members of the Class. These  
28 common questions of law and fact include, without limitation:



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- 1 i) Whether Defendant charged Plaintiff and Class members' payment method for  
2 an automatic renewal or continuous service without first obtaining Plaintiff's  
3 and Class members' affirmative consent to the agreement containing the  
4 automatic renewal offer terms or continuous service offer terms;
- 5 ii) Whether Defendant's conduct is an unfair, fraudulent, or unlawful act or  
6 practice within the meaning of California Business & Professions Code §§  
7 17200, *et seq.*;
- 8 iii) Whether Defendant's advertising is unfair, deceptive, untrue or misleading  
9 within the meaning of California Business & Professions Code §§ 17200, *et*  
10 *seq.*;
- 11 iv) Whether the Plaintiff and Class members are entitled to equitable relief,  
12 including but not limited to injunctive relief as sought herein.
- 13 53. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class in that  
14 Plaintiff is a member of the Class that Plaintiff seeks to represent. Similar to members of the  
15 Class, Defendant enrolled Plaintiff in an automatic renewal and continuous service  
16 subscription without being provided clear and conspicuous disclosures as required by  
17 California Law, Plaintiff was charged for said services without Plaintiff's affirmative  
18 consent; and Plaintiff was not provided with information on how to cancel said services.  
19 Plaintiff is advancing the same claims and legal theories on behalf of himself and all absent  
20 members of the Class. Defendant has no defenses unique to the Plaintiff.
- 21 54. **Adequacy of Representation:** Plaintiff will fairly and adequately represent and protect the  
22 interests of the Class. Plaintiff's interests do not conflict with those of Class members.  
23 Plaintiff has retained counsel experienced in consumer protection law, including class  
24 actions, and specifically, California's Automatic Purchase Renewal Law. Plaintiff has no  
25 adverse or antagonistic interest to those in the Class and will fairly and adequately protect the  
26 interests of the Class. Plaintiff's attorneys are aware of no interests adverse or antagonistic to  
27 those of Plaintiff and proposed Class.
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1 55. *Superiority of Class Action:* A Class Action is superior to other available means for the fair  
2 and efficient adjudication of this controversy. Individual joinder of all Class members is not  
3 practicable, and questions of law and fact common to the Class predominate over any  
4 questions affecting only individual members of the Class. Plaintiff and Class members have  
5 suffered or may suffer loss in the future by reason of Defendant's unlawful policies and/or  
6 practices. Certification of this case as a class action will allow those similarly situated  
7 persons to litigate their claims in the manner that is most efficient and economical for the  
8 parties and the judicial system. Certifying this case as a class action is superior because it  
9 allows for efficient relief to Class members, and will thereby effectuate California's strong  
10 public policy of protecting the California public from violations of its laws.

11 56. Even if every individual Class member could afford individual litigation, the court system  
12 could not. It would be unduly burdensome to the courts if individual litigation of the  
13 numerous cases were to be required. Individualized litigation also would present the potential  
14 for varying, inconsistent, or contradictory judgments, and would magnify the delay and  
15 expense to all parties and to the court system resulting from multiple trials of the same  
16 factual issues.

17 57. By contrast, conducting this action as a class action will present fewer management  
18 difficulties, conserve the resources of the parties and the court system, and protect the rights  
19 of each Class member. Further, it will prevent the very real harm that would be suffered by  
20 numerous putative Class members who will be unable to enforce individual claims of this  
21 size on their own, and by Defendant's competitors, who will be placed at a competitive  
22 disadvantage because they chose to obey the law. Plaintiff anticipates no difficulty in the  
23 management of this case as a class action.

24 58. Plaintiff reserves the right to expand the Class definition to seek recovery on behalf of  
25 additional persons as warranted as facts are learned in further investigation and discovery.

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FIRST CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.

[CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL")]

59. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

60. Plaintiff and Defendant are each "person[s]" as defined by California Business & Professions Code § 17201. California Bus. & Prof. Code § 17204 authorizes a private right of action on both an individual and representative basis.

61. "Unfair competition" is defined by Business and Professions Code Section § 17200 as encompassing several types of business "wrongs," all three of which are at issue here: (1) an "unlawful" business act or practice, (2) an "unfair" business act or practice, (3) a "fraudulent" business act or practice, and (4) "unfair, deceptive, untrue or misleading advertising." The definitions in § 17200 are drafted in the disjunctive, meaning that each of these "wrongs" operates independently from the others.

62. By and through Defendant's conduct alleged in further detail above and herein, Defendant engaged in conduct that constitutes (a) unlawful, (b) unfair, and (c) fraudulent business practices prohibited by Bus. & Prof. Code §§ 17200 *et seq.*

***(a) Unlawful" Prong***

63. As a result of Defendant's acts and practices in violation of California's Automatic Renewal Law, California's Bus. & Prof. Code §§ 17600, *et seq.*, Defendant has violated California's Unfair Competition Law, Business & Professions Code §§ 17200 *et seq.*, which provides a cause of action for an "unlawful" business act or practice perpetrated on members of the California public.

64. Specifically, at a date presently unknown to Plaintiff, but at least four years prior to the filing of this action, and as set forth above, Defendant has engaged in the practice of making automatic renewal offers and continuous service offers, as those terms are defined by Cal. Bus. & Prof. Code §§ 17600, *et seq.* ("California's Automatic Purchase Renewal Law"), to California consumers and the general public.





65. Plaintiff and members of the Class have suffered an “injury in fact” and have lost money and/or property as a result of Defendant’s: (a) failure to present Defendant’s 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, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer; (b) charges to the consumer’s credit or debit card or the consumer’s account for an automatic renewal or continuous service without first obtaining the consumer’s affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms; (c) failure to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer; and where Defendant’s offer includes a free trial, Defendant also fails to disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services; (d) failure to provide cost-effective, timely, and easy-to-use mechanism for cancellation; (e) failure to provide consumers who accept an automatic renewal or continuous service offer online to terminate the automatic renewal or continuous service exclusively online, in violation of Cal. Bus. & Prof. Code §§ 17600, *et seq.*; and (f) failing to provide clear and conspicuous notice of the material change and provide information regarding how to cancel in a manner that is capable of being retained by the consumer in violation of Cal. Bus. & Prof. Code §§ 17600, *et seq.*

66. Pursuant Cal. Bus. & Prof. Code § 17603, all products received by Plaintiff and Class members are deemed to be an unconditional gift.

67. Defendant had other reasonably available alternatives to further its legitimate business interest, other than the conduct described herein, such as adequately disclosing the terms of Defendant’s automatic renewal offers and continuous service offers, as set forth by Cal. Bus. & Prof. Code §§ 17600, *et seq.*

68. Plaintiff and Class members reserve the right to allege other violations of law, which constitute other unlawful business practices or acts, as such conduct is ongoing and continues to this date.

***(b) "Unfair" Prong***

69. Defendant's actions and representations constitute an "unfair" business act or practice under § 17200 in that Defendant's conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. Without limitation, it is an unfair business act or practice for Defendant to knowingly or negligently fail to adequately disclose the terms of Defendant's automatic renewal offers and continuous service offers, as set forth by Cal. Bus. & Prof. Code §§ 17600, *et seq.*

70. At a date presently unknown to Plaintiff, but at least four years prior to the filing of this action, and as set forth above, Defendant has committed acts of unfair competition as defined by Cal. Bus. & Prof. Code §§ 17200 *et seq.*, as alleged further detail above and herein.

71. Plaintiff and other members of the Class could not have reasonably avoided the injury suffered by each of them.

72. Plaintiff reserves the right to allege further conduct that constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date, as Defendant continues to make automatic renewal offers and continuous service offers in the manner described above in herein, in violation of California Business & Professions Code §§ 17600, *et seq.* and California Business & Professions Code §§ 17200, *et seq.*

***(c) "Fraudulent" Prong***

73. The UCL also prohibits any "fraudulent business act or practice." Defendant's above-described claims, omissions, nondisclosures and misleading statements were false, misleading and likely to deceive the consuming public in violation of the UCL.

74. As a direct and proximate result of Defendant's conduct, wrongful actions, inaction, omissions, and nondisclosures, Plaintiff and the Class have suffered (and will continue to suffer) damages.



1 75. Unless enjoined, Plaintiff and the general public will continue to face injury, as Defendant  
2 will continue to engage in the above-described wrongful conduct. Plaintiff therefore, on  
3 behalf of himself and the Class and the general public, also seeks restitution and an  
4 injunction prohibiting Defendant from continuing such business practices and requiring  
5 Defendant to modify its disclosures and notices regarding automatic renewal of its services  
6 or programs, its refund policies, and a clear and conspicuous notice in the initial offer  
7 explaining how consumers can cancel before being charged again, and a clear process for  
8 cancellation with a direct link to cancellation procedures online.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, Plaintiff respectfully requests the Court grant Plaintiff and the Class  
11 members damages against Defendant and relief as follows:

- 12 • That this action be certified as a Class Action, establishing the Class and any appropriate  
13 sub-classes that the Court may deem appropriate;
- 14 • Appointing Plaintiff as the representative of the Class;
- 15 • Appointing the law firms representing Plaintiff as Class Counsel;
- 16 • That the Court find and declare that Defendant has violated the UCL and committed unfair,  
17 unlawful, and/or deceptive business practices;
- 18 • An order requiring Defendant to pay restitution to Plaintiff and the Class due to Defendant's  
19 UCL violations, pursuant to Cal. Bus. & Prof. Code §§ 17200-17205 in the amount of their  
20 subscription agreement payments;
- 21 • An order requiring imposition of a constructive trust and and/or disgorgement of  
22 Defendant's ill-gotten gains and to pay restitution to Plaintiff and all members of the Class  
23 and to restore to Plaintiff and members of the Class all funds acquired by means of any act  
24 or practice declared by this court to be an unlawful, fraudulent, or unfair business act or  
25 practice, in violation of laws, statutes or regulations, or constituting unfair competition;
- 26 • Injunctive relief requiring Defendant to truthfully advertise and clearly and conspicuously  
27 disclose its automatic renewal terms, cancelation procedure, and refund policy for its  
28 iTalkBB and other similar services pursuant to Bus. & Prof. Code § 17203;

- An award of reasonable attorneys' fees and costs of this suit for Plaintiff and the Class pursuant to Code of Civil Procedure § 1021.5 and/or any other applicable law; and,
- Any and all other relief as this Court may deem necessary or appropriate.

Dated: July 6, 2020

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By: 

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