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7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO
10

11 TONI ZIEROLD,
12 BRIAN TRIMBLE, and
13 KEN WITT,
individually and on behalf of all others
similarly situated,

14 Plaintiffs,

15 vs.

17 THE BRADFORD EXCHANGE, LTD.,
an Illinois corporation; HAMMACHER,
18 SCHLEMMER & CO., INC., a New York
corporation; and DOES 2-50, inclusive,

19 Defendants.
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Superior Court of California,
County of San Diego
10/13/2022 at 12:26:00 PM
Clerk of the Superior Court
By Vanessa Sezenol, Deputy Clerk

CASE NO. 37-2022-00009703-CU-BT-CTL

CLASS ACTION

SECOND AMENDED COMPLAINT FOR:

(1) FALSE ADVERTISING (BASED ON
VIOLATION OF THE CALIFORNIA
AUTOMATIC RENEWAL LAW)
[Bus. & Prof. Code, §§ 17535 & 17600 et seq.];
and

(2) VIOLATION OF THE CALIFORNIA
UNFAIR COMPETITION LAW
[Bus. & Prof. Code, § 17200 et seq.]

1 **INTRODUCTION**

2 1. This class action complaint alleges that defendants The Bradford Exchange, Ltd.
3 (“Bradford”) and Hammacher, Schlemmer & Co., Inc. (“Hammacher”) violate California law in
4 connection with subscription membership programs operated under the names The Bradford
5 Exchange Rewards and Hammacher Rewards, respectively. Among other things, under the guise of
6 an offer for “FREE SHIPPING,” Bradford and Hammacher enroll consumers in automatic-renewal
7 or continuous service membership subscriptions without providing the “clear and conspicuous”
8 disclosures mandated by California law; post charges to consumers’ credit cards, debit cards, or
9 third-party payment accounts for such membership subscriptions without first obtaining the
10 consumers’ affirmative consent to an agreement containing the requisite clear and conspicuous
11 disclosures; and fail to provide an acknowledgment that includes the required clear and conspicuous
12 disclosures. This course of conduct constitutes false advertising, based on violation of the California
13 Automatic Renewal Law (Bus. & Prof. Code, § 17600 et seq.), for which a remedy is provided by
14 the general remedies provision of the False Advertising Law, Bus. & Prof. Code § 17535; and
15 violates the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.) (“UCL”).

16 **THE PARTIES**

17 2. Plaintiff Toni Zierold (“Zierold”) is an individual residing in El Dorado County,
18 California.

19 3. Plaintiff Brian Trimble (“Trimble”) is an individual residing in Kern County,
20 California.

21 4. Plaintiff Ken Witt (“Witt”) is an individual residing in Orange County, California.

22 5. Zierold, Trimble, and Witt are collectively referred to herein as “Plaintiffs.”

23 6. Plaintiffs are informed and believe and thereon allege that The Bradford Exchange,
24 Ltd. (“Bradford”) is an Illinois corporation that does business in San Diego County, and throughout
25 California, including but not limited to the online marketing and sale of a variety of merchandise,
26 including personalized gifts, checks, and collectibles.

27 7. Hammacher, Schlemmer & Co., Inc. (“Hammacher”) is the true name of the entity
28 previously sued herein under the fictitious name DOE 1. Plaintiffs are informed and believe and

1 thereon allege that Hammacher is a New York corporation that does business in San Diego County
2 and throughout California, including the marketing of clothing, consumer electronics, home goods,
3 and other merchandise.

4 8. Plaintiffs do not know the names of the defendants sued as DOES 2 through 50 but
5 will amend this complaint when that information becomes known. Plaintiffs allege on information
6 and belief that each of the DOE defendants is affiliated with one or more of the named defendants
7 in some respect and is in some manner responsible for the wrongdoing alleged herein, either as a
8 direct participant, or as the principal, agent, successor, alter ego, or co-conspirator of or with one or
9 more of the other defendants. For ease of reference, Plaintiffs will refer to the named defendants
10 and the DOE defendants collectively as “Defendants.”

11 9. Venue is proper in this judicial district because Defendants conduct business in San
12 Diego County and because neither defendant has designated a principal office in California, such
13 that venue is proper in any county designated by Plaintiffs.

14 **SUMMARY OF APPLICABLE LAW**

15 10. In 2009, the California Legislature passed Senate Bill 340, which took effect on
16 December 1, 2010 as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code,
17 § 17600 et seq. (the California Automatic Renewal Law or “ARL”).) (Unless otherwise stated, all
18 statutory references are to the Business & Professions Code.) SB 340 was introduced because:

19 It has become increasingly common for consumers to complain about unwanted
20 charges on their credit cards for products or services that the consumer did not
21 explicitly request or know they were agreeing to. Consumers report they believed
22 they were making a one-time purchase of a product, only to receive continued
shipments of the product and charges on their credit card. These unforeseen charges
are often the result of agreements enumerated in the “fine print” on an order or
advertisement that the consumer responded to.

23 (See Exhibit 1 at p. 4.)

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

26 This non-controversial bill, which received a unanimous vote on the Senate floor,
27 seeks to protect consumers from unwittingly consenting to “automatic renewals” of
subscription orders or other “continuous service” offers. According to the author and
28 supporters, consumers are often charged for renewal purchases without their consent
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

1 renewal.

2 (See Exhibit 2 at p. 8.)

3 12. The ARL seeks to ensure that, before there can be a legally-binding automatic
4 renewal or continuous service arrangement, there must first be clear and conspicuous disclosure of
5 certain terms and conditions and affirmative consent by the consumer. To that end, § 17602(a)
6 makes it unlawful for any business making an automatic renewal offer or a continuous service offer
7 to a consumer in California to do any of the following:

8 a. Fail to present the automatic renewal offer terms or continuous service offer
9 terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled
10 and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the
11 request for consent to the offer. For this purpose, “clear and conspicuous” means “in larger type
12 than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same
13 size, or set off from the surrounding text of the same size by symbols or other marks, in a manner
14 that clearly calls attention to the language.” (§ 17601(c).) “In the case of an audio disclosure, ‘clear
15 and conspicuous’ ... means in a volume and cadence sufficient to be readily audible and
16 understandable.” (*Ibid.*) The statute defines “automatic renewal offer terms” to mean the “clear and
17 conspicuous” disclosure of the following: (a) that the subscription or purchasing agreement will
18 continue until the consumer cancels; (b) the description of the cancellation policy that applies to the
19 offer; (c) the recurring charges that will be charged to the consumer’s credit or debit card or payment
20 account with a third party as part of the automatic renewal plan or arrangement, and that the amount
21 of the charge may change, if that is the case, and the amount to which the charge will change, if
22 known; (d) the length of the automatic renewal term or that the service is continuous, unless the
23 length of the term is chosen by the consumer; and (e) the minimum purchase obligation, if any.
24 (§ 17601(b).)

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

1 that is made at a promotional or discounted price for a limited period of time. (§ 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).) Section 17602(b)
5 requires that the acknowledgment specified in § 17602(a)(3) include a toll-free telephone number,
6 electronic mail address, or another “cost-effective, timely, and easy-to-use” mechanism for
7 cancellation.

8 13. Violation of the ARL constitutes false advertising and gives rise to restitution and
9 injunctive relief under § 17535. Violation of the ARL also gives rise to restitution and injunctive
10 relief under the UCL.

11 **FACTS GIVING RISE TO THIS ACTION**

12 14. Bradford markets and sells merchandise through the website
13 <https://www.bradfordexchange.com/>. Hammacher markets and sells merchandise through the
14 website <https://www.hammacher.com/home>. As part of their respective business activities, Bradford
15 and Hammacher each operate a subscription membership program, known as The Bradford
16 Exchange Rewards (“Bradford Rewards”) and Hammacher Rewards (collectively, the “Rewards”
17 programs). When a consumer becomes enrolled in a Rewards program, the defendant operating that
18 program posts recurring monthly charges to the consumer’s credit card, debit card, or third-party
19 payment account. As alleged herein, the manner by which Defendants enroll consumers (including
20 Plaintiffs) in a Rewards program, and charge for monthly membership fees, violates California law.

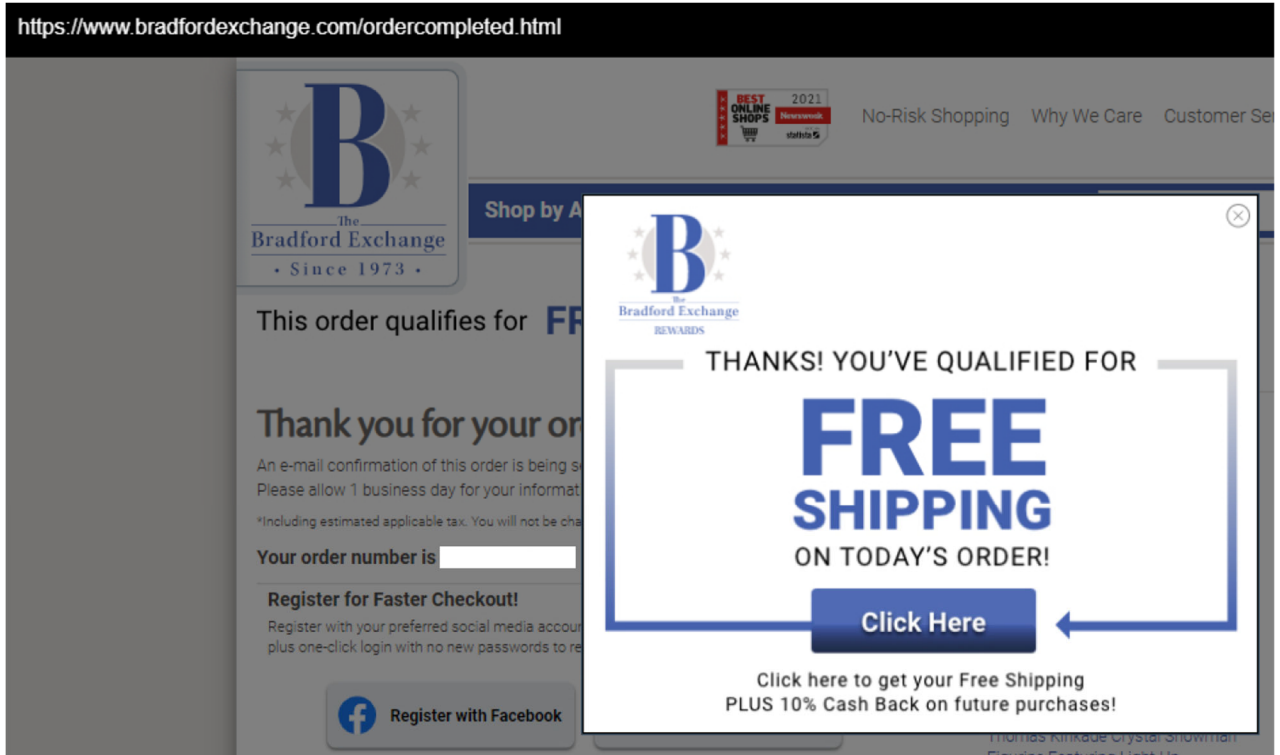
21 15. Consumers are able to purchase merchandise through Defendants’ websites. After
22 selecting merchandise for purchase, a consumer proceeds through a checkout process that includes
23 either logging in to an existing account or creating a new one, then entering billing name and
24 address, a shipping preference, and payment details (such as credit card information). The checkout
25 process itself does not mention a Rewards program or any associated fee.

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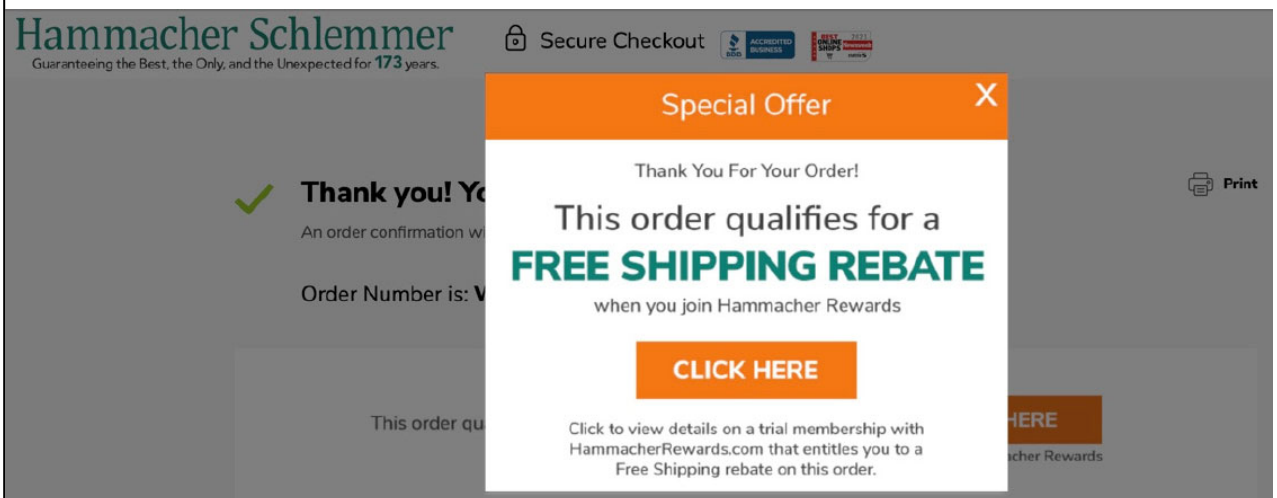
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1 16. For example, after the consumer submits an order through the Bradford website, the
2 consumer is then presented with a pop-up box as shown in Exhibit 3, which is incorporated herein
3 by reference and is set forth below.



17 17. Similarly, after the consumer submits an order through the Hammacher website, the
18 consumer is then presented with a pop-up box as shown in Exhibit 4, which is incorporated herein
19 by reference and is set forth below.



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18. The pop-up box shown in Exhibit 3 states that the consumer has “QUALIFIED FOR FREE SHIPPING ON TODAY’S ORDER!”, and the pop-up box shown in Exhibit 4 states that the consumer’s order qualifies for a “FREE SHIPPING REBATE.” The pop-up boxes do not make any mention of subsequent charges.

19. If the consumer clicks on the “Click Here” button in Bradford the pop-up box (see Exhibit 3), the consumer is then presented with another screen as shown in Exhibit 5, which is incorporated herein by reference and is set forth below.



Thank you for shopping with us!

JOIN TODAY TO CLAIM
YOUR **FREE SHIPPING!**
HURRY, THAT'S \$9 BACK!



Plus, The Bradford Exchange Rewards
Members Get Exclusive Savings
See Details Below

Automatic Renewal Offer and Billing Details: Start enjoying all of your The Bradford Exchange Rewards benefits for 30 days now. After your trial, your membership will automatically renew for just \$14.95 a month plus taxes, if any, charged to the same card that you used today for your The Bradford Exchange purchase, until you cancel. If you decide not to continue your The Bradford Exchange Rewards membership, simply sign into your account at BradfordExchangeRewards.com or call 877-518-2644.

CLAIM YOUR FREE SHIPPING
Join The Bradford Exchange Rewards

Enter Your Email

By entering my information above and clicking the Join button below, I agree to join The Bradford Exchange Rewards, subject to the [Automatic Renewal Offer and Billing Details](#) to the left and [Program Terms](#). I would also like to Claim my Free Shipping!

CLICK HERE TO JOIN

AS A REWARDS MEMBER, YOU'LL GET EXCLUSIVE SAVINGS ON EVERY PURCHASE!

Access these benefits with a free 30-day trial, and then just \$14.95/month after



SAVE

10% Cash Back

Get 10% cash back on EVERY purchase from The Bradford Exchange and our Family of Brands.



SAVE

5% Cash back

Get 5% cash back on purchases made at over 1,000 retailers in our Marketplace.



SAVE

Shipping Rebates

Claim Shipping Rebates on purchases from our Family of Brands and Marketplace retailers.



SAVE

Return Shipping Rebates

Claim Return Shipping Rebates on purchases from our Family of Brands and Marketplace retailers.

Your Savings Can Add up Fast! How Much will You Save?



Satisfaction Guarantee

No long-term commitment. Cancel anytime at BradfordExchangeRewards.com or by calling 877-518-2644. Our award-winning customer service team provides 24/7 support, designed to fit your schedule.

A Little About The Bradford Exchange Rewards

The Bradford Exchange Rewards gives you exclusive savings when you shop at our Family of Brands or any of the 1,000+ retailers in our Marketplace. As a member, you receive everyday benefits like cash back, shipping rebates, and return shipping rebates on the purchases you make year-round!

HELPFUL LINKS

[Contact Us](#)
[FAQ](#)
[Privacy Policy](#)
[Program Terms](#)

NAVIGATE

[How It Works](#)
[Sign In](#)

1 20. If the consumer clicks on the “Click Here” button in Hammacher the pop-up box (see
2 Exhibit 4), the consumer is then presented with another screen as shown in Exhibit 6, which is
3 incorporated herein by reference and is set forth below.

Hammacher Schlemmer REWARDS

Thank You For Your Order

GET YOUR FREE SHIPPING REBATE ON TODAY'S ORDER!

HURRY, THAT'S \$17 BACK!



Members get Exclusive Savings by joining Hammacher Schlemmer Rewards

See Automatic Renewal Offer and Billing Details below

Automatic Renewal Offer and Billing Details: Start enjoying all of your Hammacher Schlemmer Rewards benefits for 30 days now. After your trial, your membership will automatically renew for just \$14.95 a month, charged to the same card ending in [redacted] that you used today for your Hammacher Schlemmer purchase, until you cancel. If you decide not to continue your Hammacher Schlemmer Rewards membership, simply call 800-203-1405 or sign into your account at HammacherRewards.com.


CLAIM YOUR FREE SHIPPING REBATE
Join Hammacher Rewards

Enter Your Email

By entering my information above and clicking the Join button below, I agree to join Hammacher Schlemmer Rewards, subject to the Automatic Renewal Offer and Billing Details to the left and [Program Terms](#). I would also like to Claim my Free Shipping Rebate!

CLICK HERE TO JOIN


AS A REWARDS MEMBER, YOU'LL GET EXCLUSIVE SAVINGS ON EVERY PURCHASE!



SAVE

10% Cash Back

Get 10% cash back on EVERY purchase from Hammacher Schlemmer.



SAVE

5% Cash Back

Get 5% back on purchases made at over 1,000 retailers in our Marketplace.



SAVE

Shipping Rebates

Claim Shipping Rebates on purchases from Hammacher Schlemmer and Marketplace purchases.




SAVE

Return Shipping Rebates

Claim Return Shipping Rebates on purchases from Hammacher Schlemmer and Marketplace purchases.

Your Savings Can Add up Fast! How Much will You Save?



Satisfaction Guarantee

No long-term commitment. Cancel anytime at HammacherRewards.com or by calling 800-203-1405. Our award-winning customer service team provides 24/7 support, designed to fit your schedule.

<p>About Hammacher Schlemmer Rewards</p> <p>Hammacher Schlemmer Rewards gives you exclusive savings when you shop at Hammacher Schlemmer or any of the 1,000+ retailers in our Marketplace. As a member, you receive everyday benefits like cash back, shipping rebates, and return shipping rebates on the purchases you make year-round!</p>	<p>HELPFUL LINKS</p> <p>Contact Us FAQ Privacy Policy Program Terms</p>	<p>NAVIGATE</p> <p>How it Works Sign In</p>
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1 paid any money to Defendants for the Rewards program.

2 26. Zierold received no value in return for the Rewards membership charges that
3 Defendants posted to her credit card.

4 **Plaintiff Brian Trimble**

5 27. On or about December 23, 2020, Trimble made an online purchase through the
6 Bradford website. Trimble paid for the purchase with his credit card.

7 28. When Trimble made his purchase through the Bradford website in December 2020,
8 he was not aware that upon entry of his email address in the box that advertised free shipping,
9 Defendants would contend that he had given consent for Defendants to post subsequent monthly
10 charges to his credit card.

11 29. From January 2021 to December 2021, Defendants made a series of monthly charges
12 to Trimble's credit card in the amount of \$14.95 each, purportedly for a Rewards membership.
13 Trimble did not authorize or consent to those charges. Trimble did not discover those charges until
14 January 2022.

15 30. If Trimble had known that Defendants were going to enroll him in an automatic
16 renewal or continuous membership program that would result in subsequent charges, Trimble either
17 would not have purchased merchandise from Bradford in the first place, or would have declined to
18 enter his email address in the box that advertised free shipping, or would have taken other steps to
19 avoid becoming enrolled in and/or charged for such a program, such that Trimble would not have
20 paid any money to Defendants for the Rewards program.

21 31. Trimble received no value in return for the Rewards membership charges that
22 Defendants posted to his credit card.

23 **Plaintiff Ken Witt**

24 32. In June 2021, Witt made an online purchase through the Hammacher website. Witt
25 paid for the purchase with his debit card.

26 33. When Witt made his purchase through the Hammacher website in June 2021, he was
27 not aware that upon entry of his email address in the box that advertised free shipping, Defendants
28 would contend that he had given consent for Defendants to post subsequent monthly charges to his

1 debit card.

2 34. From July 2021 to October 2021, Defendants made a series of monthly charges to
3 Witt's debit card in the amount of \$14.95 each, purportedly for a Rewards membership. Witt did
4 not authorize or consent to those charges. Witt did not discover those charges until October 2021.

5 35. If Witt had known that Defendants were going to enroll him in an automatic renewal
6 or continuous membership program that would result in subsequent charges, Witt either would not
7 have purchased merchandise from Hammacher in the first place, or would have declined to enter
8 his email address in the box that advertised free shipping, or would have taken other steps to avoid
9 becoming enrolled in and/or charged for such a program, such that Witt would not have paid any
10 money to Defendants for the Rewards program.

11 36. Witt received no value in return for the Rewards membership charges that
12 Defendants posted to his debit card.

13 **CLASS ACTION ALLEGATIONS**

14 37. Plaintiffs bring this lawsuit as a class action under Code of Civil Procedure § 382 on
15 behalf of the following Class: "All California residents who, between March 14, 2018 and October
16 7, 2022, were both (i) enrolled in either the Bradford Rewards program or the Hammacher Rewards
17 program and (ii) charged at least one membership fee for such program. Excluded from the Class
18 are all employees of Bradford and Hammacher, all employees of Plaintiffs' counsel, and the judicial
19 officers to whom this case is assigned."

20 38. Ascertainability. The members of the Class may be ascertained by reviewing records
21 in the possession of Defendants and/or third parties, including without limitation Defendants'
22 customer, order, and billing records.

23 39. Common Questions of Fact or Law. There are questions of fact or law that are
24 common to the members of the Class, which predominate over individual issues. Common questions
25 regarding the Class include, without limitation: (1) whether Defendants present all statutorily-
26 mandated automatic renewal or continuous service offer terms, within the meaning of § 17601(b);
27 (2) whether Defendants present automatic renewal or continuous service offer terms in a manner
28 that is "clear and conspicuous," within the meaning of § 17601(c); (3) whether Defendants obtain

1 consumers' affirmative consent to an agreement containing clear and conspicuous disclosure of
2 automatic renewal or continuous service offer terms before charging a credit card, debit card, or
3 third-party payment account; (4) whether Defendants provide consumers with an acknowledgment
4 that includes clear and conspicuous disclosure of all statutorily-mandated automatic renewal or
5 continuous service offer terms, the cancellation policy, and information regarding how to cancel;
6 (5) Defendants' record-keeping practices; and (6) the appropriate remedies for Defendants' conduct.

7 40. Numerosity. The Class is so numerous that joinder of all Class members would be
8 impracticable. Plaintiffs are informed and believe and thereon allege that the Class consists of at
9 least 100 members.

10 41. Typicality and Adequacy. Plaintiffs' claims are typical of the claims of the Class
11 members. Plaintiffs allege that Defendants enrolled Plaintiffs and Class members in an automatic
12 renewal membership program without disclosing all terms required by law, and without presenting
13 such terms in the requisite "clear and conspicuous" manner; charged Class members' credit cards,
14 debit cards, or third-party accounts without first obtaining Class members' affirmative consent to
15 an agreement containing clear and conspicuous disclosure of automatic renewal offer terms; and
16 failed to provide the requisite acknowledgment. Plaintiffs have no interests that are adverse to those
17 of the other Class members. Plaintiffs will fairly and adequately protect the interests of the Class
18 members.

19 42. Superiority. A class action is superior to other methods for resolving this
20 controversy. Because the amount of restitution to which the Class members may be entitled is low
21 in comparison to the expense and burden of individual litigation, it would be impracticable for Class
22 members to redress the wrongs done to them without a class action forum. Furthermore, on
23 information and belief, many Class members do not know that their legal rights have been violated.
24 Class certification would also conserve judicial resources and avoid the possibility of inconsistent
25 judgments.

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1 **FIRST CAUSE OF ACTION**

2 False Advertising (Based on Violation of the California Automatic Renewal Law)

3 (Bus. & Prof. Code, §§ 17535 & 17600 et seq.)

4 43. Plaintiffs incorporate the previous allegations as though set forth herein.

5 44. During the applicable statute of limitations period, Defendants enrolled consumers,
6 including Plaintiffs and Class members, in automatic renewal and/or continuous service
7 membership programs and have (a) failed to present the automatic renewal or continuous service
8 offer terms in a clear and conspicuous manner before the membership agreement is fulfilled and in
9 visual proximity to the request for consent to the offer, in violation of § 17602(a)(1); (b) charged
10 the consumer’s credit or debit card or the consumer’s third-party payment account for an automatic
11 renewal or continuous service without first obtaining the consumer’s affirmative consent to an
12 agreement containing clear and conspicuous disclosure of all automatic renewal or continuous
13 service offer terms, in violation of § 17602(a)(2); and (c) failed to provide an acknowledgment that
14 includes clear and conspicuous disclosure of automatic renewal or continuous service offer terms,
15 the cancellation policy, and information regarding how to cancel, in violation of § 17602(a)(3) and
16 § 17602(b).

17 45. Plaintiffs have suffered injury in fact and lost money as a result of Defendants’
18 violations alleged herein.

19 46. Pursuant to § 17535, Plaintiffs and Class members are entitled to restitution of all
20 amounts that Defendants charged for a Rewards program during the four years preceding the filing
21 of the initial Complaint in this action and continuing until Defendants’ statutory violations cease.

22 47. Pursuant to § 17535, for the benefit of the general public of the State of California,
23 Plaintiffs seek a public injunction enjoining Defendants from making Rewards program offers to
24 California consumers that do not comply with California law, and from posting charges for Rewards
25 program membership fees without first complying with California law. Plaintiffs reserve the right
26 to seek other prohibitory or mandatory aspects of injunctive relief.

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1 **SECOND CAUSE OF ACTION**

2 Unfair Competition

3 (Bus. & Prof. Code, § 17200 et seq.)

4 48. Plaintiffs incorporate the previous allegations as though fully set forth herein.

5 49. The Unfair Competition Law defines unfair competition as including any unlawful,
6 unfair, or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading
7 advertising; and any act prohibited by Chapter 1 of Part 3 of Division 7 of the Business and
8 Professions Code. (§ 17200.)

9 50. During the applicable statute of limitations, Defendants committed acts of unfair
10 competition by, inter alia and without limitation: (a) failing to present automatic renewal and/or
11 continuous service offer terms in a clear and conspicuous manner before a subscription is fulfilled,
12 in violation of § 17602(a)(1); (b) charging the consumer's credit card, debit card, or third-party
13 payment account for an automatic renewal or continuous service without first obtaining the
14 consumer's affirmative consent to an agreement containing clear and conspicuous disclosure of
15 automatic renewal or continuous service offer terms, in violation of § 17602(a)(2); and (c) failing
16 to provide an acknowledgment that included clear and conspicuous disclosure of automatic renewal
17 or continuous service offer terms, cancellation policy, and information regarding how to cancel, in
18 violation of § 17602(a)(3). Plaintiffs reserve the right to allege other business practices that
19 constitute unfair competition.

20 51. Defendants' acts and omissions as alleged herein violate obligations imposed by
21 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,
22 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
23 attributable to such conduct.

24 52. There were reasonably available alternatives to further Defendants' legitimate
25 business interests, other than the conduct described herein.

26 53. Plaintiffs have suffered injury in fact and lost money as a result of Defendants' acts
27 of unfair competition.

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1 54. Pursuant to § 17203, Plaintiffs and the Class members are entitled to restitution of
2 all amounts that Defendants charged for the Rewards program during the four years preceding the
3 filing of the initial Complaint in this action and continuing until Defendants' statutory violations
4 cease.

5 55. Pursuant to § 17203, for the benefit of the general public of the State of California,
6 Plaintiffs seek a public injunction enjoining Defendants from making Rewards program offers to
7 California consumers that do not comply with California law, and from posting charges for Rewards
8 program membership fees without first complying with California law. Plaintiffs reserve the right
9 to seek other prohibitory or mandatory aspects of injunctive relief.

10 **PRAYER**

11 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

12 On the First Cause of Action:

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

15 On the Second Cause of Action:

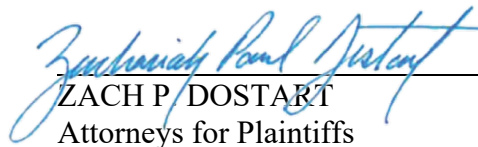
- 16 3. For restitution;
17 4. For a public injunction for the benefit of the People of the State of California;

18 On All Causes of Action:

- 19 5. For reasonable attorneys' fees, pursuant to Code of Civil Procedure § 1021.5;
20 6. For costs of suit;
21 7. For pre-judgment interest; and
22 8. For such other relief as the Court may deem just and proper.

23 Dated: October 13, 2022

DOSTART HANNINK LLP

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26 ZACH P. DOSTART
Attorneys for Plaintiffs

27 987399.2

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