

FENWICK & WEST LLP
ATTORNEYS AT LAW

1 TYLER G. NEWBY (CSB No. 205790)
tnewby@fenwick.com
2 FENWICK & WEST LLP
555 California Street, 12th Floor
3 San Francisco, CA 94104
Telephone: 415.875.2300
4 Facsimile: 415.281.1350

5 KIMBERLY CULP (CSB No. 238839)
kculp@fenwick.com
6 FENWICK & WEST LLP
Silicon Valley Center
7 801 California Street
Mountain View, CA 94041
8 Telephone: 650.988.8500
Facsimile: 650.938.5200

9 Attorneys for Defendant
10 BILLIE, INC.

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION
14

15 SELINDA ARREOLA, on behalf of
herself and all others similarly situated,

16 Plaintiff,

17 v.

18 BILLIE, INC., and DOES 1 - 10,
19 inclusive,

20 Defendants.
21

Case No.: _____

NOTICE OF REMOVAL

22 Defendant Billie, Inc. (“Billie” or “Defendant”) submits the following Notice
23 of Removal of a Civil Action to the United States District Court for the Central
24 District of California, Western Division, pursuant to 28 U.S.C. §§ 1332, 1441 and
25 1446.

PROCEDURAL BACKGROUND

26
27 1. Plaintiff Selinda Arreola (“Plaintiff”) filed a Class Action Complaint in
28 the Superior Court of California for the County of Los Angeles, endorsed on

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1 July 26, 2021, against Defendants captioned, *Selinda Arreola v. Billie, Inc., and*
2 *Does 1 – 10, Inclusive*, Case No. 21 STCV27331 (the “State Court Action”). In the
3 Complaint, Plaintiff seeks damages, declaratory and injunctive relief, and other relief
4 individually and on behalf of a class of California consumers based on allegations
5 that Billie violated California’s unfair competitions law, Cal. Bus. & Prof. Code
6 § 17200, by failing to comply with California’s automatic renewal law, Cal. Bus. &
7 Prof. Code § 17600, *et seq.*, when it charged consumers on a recurring basis for
8 subscriptions to receive Billie’s shaving products.

9 2. On July 28, 2021, Plaintiff personally served Defendant with copies of
10 the Summons and Complaint. Declaration of Jason Bravman In Support of
11 Defendant Billie’s Notice of Removal (“Bravman Decl.”) ¶ 2. Attached as **Exhibit**
12 **A** to this Notice are copies of the Summons, Complaint, and other case-initiating
13 documents. Attached as **Exhibit B** to this Notice are copies of all other pleadings
14 and orders served on Defendant in the State Court Action.

15 3. Defendant timely filed this Notice of Removal pursuant to 28 U.S.C.
16 § 1446(b) within 30 days of being served with the Summons and Complaint and
17 less than one year since the action commenced.

18 4. Plaintiff alleges she is a citizen of California. Ex. A (Compl. ¶ 12).

19 5. Defendant is a Delaware corporation with its principal place of business
20 at 100 Crosby Street, Room 401, New York, NY 10012. Bravman Decl. ¶ 3.

21 **JURISDICTIONAL BASIS FOR REMOVAL CLASS ACTION**
22 **FAIRNESS ACT, 28 U.S.C. 1332(D)**

23 6. This Court has original jurisdiction over this matter pursuant to the
24 Class Action Fairness Act (“CAFA”), which provides for federal jurisdiction over
25 class actions in which “the matter in controversy exceeds the sum or value of
26 \$5,000,000, exclusive of interests and costs,” and “any member of a class of plaintiffs
27 is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2). These
28 requirements are satisfied here.

1 **Class Action Status**

2 7. The State Court Action meets the definition of a “class action” under
3 CAFA because Plaintiff brings class allegations pursuant to California Code of Civil
4 Procedure § 382, a “State statute ... authorizing an action to be brought by one or
5 more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

6 **Amount in Controversy**

7 8. The amount in controversy exceeds the sum or value of \$5,000,000,
8 exclusive of interests or costs. Plaintiff asserts a single claim under California’s
9 Business and Professions Code § 17200 on behalf of “all persons within California
10 that, within the applicable statute of limitations period up to and including entry of
11 judgement in this matter, purchased any product or service in response to an offer
12 constituting an ‘Automatic Renewal.’” Ex. A ¶ 3. The statute of limitations for a
13 section 17200 action is four (4) years. Cal. Bus. & Prof. Code § 17208. Restitution
14 is a remedy available to plaintiffs asserting section 17200 claims. Cal. Bus. & Prof.
15 Code § 17203. In the four years prior to the filing of the State Court Action,
16 Defendant earned more than \$5,000,000 in revenue from sales of renewing
17 subscriptions to consumers in California. Bravman Decl. ¶ 4.

18 **Diversity of Citizenship**

19 9. There is sufficient diversity of citizenship in this action to satisfy the
20 minimum diversity requirements under CAFA. Plaintiff is a citizen of California
21 and all putative class members are citizens of California. Defendant Billie, Inc. is a
22 citizen of Delaware and New York only, so there is diversity of citizenship. *See*
23 28 U.S.C. § 1332(d)(2)(A) (There is sufficient diversity where “any member of a
24 class of plaintiffs is a citizen of a State different from any defendant”)

25 **Potential Exceptions to CAFA that Could Permit Remand**

26 10. CAFA contains three potential exceptions to federal jurisdiction that do
27 not apply here. *See* 28 U.S.C. §§ 1332(d)(3)-(4). Although, Plaintiff, not Defendant,
28

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1 would have the burden to prove these exceptions should she seek remand, these
2 exceptions are inapplicable here.

3 a. The Discretionary Exception. Federal courts may decline CAFA
4 jurisdiction in certain instances where greater than one-third, but
5 less than two-thirds of the members of the proposed class are
6 citizens of the state in which the class action was originally filed.
7 28 U.S.C. § 1332(d)(3). Here, all of the proposed class members
8 are citizens of California (Ex. A (Compl. ¶ 23)), so this exception
9 does not apply.

10 b. The Local Controversy Exception. Federal courts must decline
11 CAFA jurisdiction where (1) greater than two-thirds of the class
12 are citizens of the state in which the class action was originally
13 filed; and (2) at least one defendant is a defendant (aa) from
14 whom significant relief is sought by members of the plaintiff
15 class, (bb) whose alleged conduct forms a significant basis for the
16 claims asserted by the proposed plaintiff class, and (cc) who is a
17 citizen of the state in which the action was originally filed; (3) the
18 principal injuries resulting from the alleged conduct or any related
19 conduct of each defendant were incurred in the state in which the
20 action was originally filed; and (4) no other class action was filed
21 in the three preceding years asserting the same or similar factual
22 allegations against any of the defendants on behalf of the same or
23 other persons. 28 U.S.C. § 1332(d)(4)(A).

24 In the instant case, requirement 2 of Section 1332(d)(4)(A) is
25 not met, in that Defendant is not a citizen of California. *See* Ex. A
26 ¶ 13; *see also* Bravman Decl. ¶ 3.

27 c. The Home-State Controversy Exception. Federal courts must
28 decline CAFA jurisdiction where two-thirds or more of the

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1 members of the class and the primary defendants are citizens of the
2 state where the class action was originally filed. 28 U.S.C.
3 § 1332(d)(4)(B). Here, Defendant is not a citizen of California, so
4 this exception also does not apply. *See* Ex. A ¶ 13; *see also*
5 Bravman Decl. ¶ 3.

6 **PROCEDURAL REQUIREMENTS FOR REMOVAL**

7 11. Removal is Timely. “The notice of removal of a civil action or
8 proceeding shall be filed within 30 days after the receipt by the defendant, through
9 service or otherwise, of a copy of the initial pleading setting forth the claim for relief
10 upon which such action or proceeding is based.” 28 U.S.C. § 1446(b)(1). Defendant
11 received a copy of the initial pleading when it was served with a summons and
12 Complaint in the State Court Action on July 28, 2021. Bravman Decl. ¶ 2. This
13 Notice of Removal is therefore timely filed.

14 12. Removal to Proper Court. Removal to this Court is proper because it is
15 “the district and division within which [the State Court Action] is pending,”
16 28 U.S.C. § 1446(a).

17 13. Pleadings and Process. Pursuant to 28 U.S.C. § 1446(a), “a copy of all
18 process, pleadings, and orders served upon” Defendant in the State Court Action are
19 attached hereto as Exhibits A and B.

20 14. Notice to Adverse Parties and State Court. Promptly after the filing of
21 this Notice of Removal, Defendant will serve a copy on all counsel of record and file
22 a copy with the Clerk of the Superior Court of California for the County of
23 Los Angeles, in accordance with 28 U.S.C. § 1446(d). Defendant is serving this
24 Notice of Removal on Plaintiff’s counsel of record, Evan J. Smith, Ryan P. Cardona,
25 Brodsky Smith, via electronic and U.S. mail addressed to its office located at
26 9595 Wilshire Blvd., Suite 900, Beverly Hills, California 90212. Defendant is also
27 filing a copy of the Notice of Removal of a Civil Action in the Superior Court of
28 California, County of Los Angeles.

1 15. This Notice of Removal is based on the allegations of the Complaint
2 and does not admit the truth of the facts asserted in the Complaint, the validity of
3 Plaintiff’s claim, the ability to certify a class, or the existence of injury or damages.

4 16. WHEREFORE, Defendant Billie, Inc. notifies this Court that this cause
5 has been removed from the Superior Court of the County of Los Angeles to the
6 United States District Court for the Central District of California, pursuant to the
7 provisions of 28 U.S.C. §§ 1332, 1441 and 1446.

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Dated: August 27, 2021

FENWICK & WEST LLP

By: /s/ Kimberly Culp
Kimberly Culp

Attorneys for Defendant
BILLIE, INC.

FENWICK & WEST LLP
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Exhibit A

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Evan J. Smith (SBN242352) Brodsky Smith 9595 Wilshire Blvd., Suite 900 Beverly Hills, CA 90212 TELEPHONE NO.: 877-534-2590 FAX NO.: 310-247-0160 ATTORNEY FOR (Name): Selinda Arreola	FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUL 26 2021 Sherri R. Carter, Executive Officer/Clerk of Court By <u>Tanya Herrera</u> Deputy Tanya Herrera
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central Civil West - Stanley Mosk Courthouse	
CASE NAME: Selinda Arreola v. Billie, Inc., et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 21STCV27331 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 1
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 07/26/2021
 Evan J. Smith

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease	Construction Defect (10)
	Contract (not unlawful detainer or wrongful eviction)	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Securities Litigation (28)
	Negligent Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment
Asbestos Property Damage	Collection Case—Seller Plaintiff	Enforcement of Judgment (20)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Abstract of Judgment (Out of County)
Product Liability (not asbestos or toxic/environmental) (24)	Insurance Coverage (not provisionally complex) (18)	Confession of Judgment (non-domestic relations)
Medical Malpractice (45)	Auto Subrogation	Sister State Judgment
Medical Malpractice—Physicians & Surgeons	Other Coverage	Administrative Agency Award (not unpaid taxes)
Other Professional Health Care Malpractice	Other Contract (37)	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other PI/PD/WD (23)	Contractual Fraud	Other Enforcement of Judgment Case
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Miscellaneous Civil Complaint
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	RICO (27)
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Other Complaint (not specified above) (42)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Declaratory Relief Only
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Injunctive Relief Only (non-harassment)
Non-PI/PD/WD (Other) Tort	Writ of Possession of Real Property	Mechanics Lien
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Other Commercial Complaint Case (non-tort/non-complex)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Quiet Title	Other Civil Complaint (non-tort/non-complex)
Defamation (e.g., slander, libel) (13)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Miscellaneous Civil Petition
Fraud (16)	Unlawful Detainer	Partnership and Corporate Governance (21)
Intellectual Property (19)	Commercial (31)	Other Petition (not specified above) (43)
Professional Negligence (25)	Residential (32)	Civil Harassment
Legal Malpractice	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Workplace Violence
Other Professional Malpractice (not medical or legal)	Judicial Review	Elder/Dependent Adult Abuse
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Election Contest
Employment	Petition Re: Arbitration Award (11)	Petition for Name Change
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Relief From Late Claim
Other Employment (15)	Writ—Administrative Mandamus	Other Civil Petition
	Writ—Mandamus on Limited Court Case Matter	
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor	
	Commissioner Appeals	

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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5-6 HOURS/ DAYS.

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Non-Personal Injury/Property	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	(1) 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.

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Non-Personal Injury/Property Damage/
 Wrongful Death Tort (Cont'd.)
 Employment
 Contract
 Real Property
 Judicial Review Unlawful Detainer

SHORT TITLE: Selinda Arreola v. Billie, Inc., et al.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6024 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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SHORT TITLE: Selinda Arreola v. Billie, Inc., et al.	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 8.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

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SHORT TITLE: Selinda Arreola v. Billie, Inc., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS: N/A All Class Actions Filed in Central District	
<input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			
CITY:	STATE:	ZIP CODE:	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: July 26, 2021



 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LASC Approved CIV 109 03-04 (Rev. 03/06).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

BILLIE, INC., and DOES 1-10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SELINDA ARREOLA, on behalf of herself and all others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

Superior Court of California
County of Los Angeles

JUL 26 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By Tanya Herrera Deputy
Tanya Herrera

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp); your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California - Los Angeles County
111 N. Hill St., Los Angeles, CA 90012

CASE NUMBER:
(Número del caso)

21STCV27331

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Evan Smith(242352) Brodsky Smith, 9595 Wilshire Blvd., Ste 900, Beverly Hills, CA 90212 877-534-2590

DATE:
(Fecha) JUL 26 2021

SHERRI R. CARTER

Clerk, by
(Secretario)

Tanya Herrera

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):

Tanya Herrera

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1 Evan J. Smith, Esquire (SBN 242352)
2 Ryan P. Cardona, Esquire (SBN 302113)
3 **BRODSKY SMITH**
4 9595 Wilshire Blvd., Ste. 900
5 Beverly Hills, CA 90212
6 Telephone: (877) 534-2590
7 Facsimile: (310) 247-0160

8 *Attorneys for Plaintiff*

FILED
Superior Court of California
County of Los Angeles

JUL 26 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By Tanya Herrera Deputy
Tanya Herrera

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11 SELINDA ARREOLA, on behalf of
12 herself and all others similarly situated,

13 Plaintiff,

14 vs.

15 BILLIE, INC., and DOES 1-10, inclusive,

16 Defendants.

Case No.: **21STCV27331**

CLASS ACTION COMPLAINT FOR:

- 1. VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW (BUSINESS AND PROFESSIONS CODE §§ 17200 et seq.)

JURY TRIAL DEMANDED

BY FAX

17 Plaintiff Selinda Arreola ("Plaintiff"), by and through her attorneys, alleges the following
18 based upon personal knowledge as to her own acts, and upon information and belief and her
19 attorneys' investigation as to all other facts.

20 1. Plaintiff, on behalf of herself and on behalf of a Class (defined herein) of California
21 citizens who purchased subscriptions for products (such as vitamin and supplement kits) from
22 defendant Billie, Inc. ("Billie" or the "Defendant"), brings this class action complaint for violations
23 of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 et seq. (the "UCL") based
24 upon Billie's violations of California's Automatic Renewal Law, Bus & Prof. Code §§ 17600 et
25 seq. (the "ARL"). The Class includes all California citizens who purchased product subscriptions
26 from the Billie within the applicable statute of limitations period up to and include the date of
27 judgment in this action (the "Relevant Period"). Plaintiff and Class members are consumers for
28 purposes of Cal. Bus. & Prof. Code §§ 17600 - 17606.

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1 2. During the Relevant Period, Billie made automatic renewal or continuous service
2 offers to consumers in California and (i) at the time of making the automatic renewal or continuous
3 service offers, failed to present the terms of said offers in a clear and conspicuous manner and in
4 visual proximity to the request for consent to the offer before the subscription or purchasing
5 agreement was fulfilled in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (ii) charged
6 Plaintiff's and Class member's credit or debit cards, or third-party account (the "Payment
7 Method(s)") without first obtaining Plaintiff's and Class members' affirmative consent to the
8 agreement containing the automatic renewal offer terms or continuous service offer terms in
9 violation of Cal. Bus. & Prof. Code § 17602(a)(2); and (iii) failed to provide an acknowledgment
10 that includes the automatic renewal or continuous service offer terms, cancellation policy,
11 information regarding how to cancel in a manner that is capable of being retained by the consumer
12 in violation of Cal. Bus. & Prof. Code §§ 17602(a)(3), 17602(b). As a result of such violations by
13 Defendants, all goods, wares, merchandise, or products sent to Plaintiff and Class Members under
14 the automatic renewal or continuous service agreements are deemed to be an unconditional gift
15 pursuant to Cal. Bus. & Prof. Code § 17603.

16 3. Plaintiff, on behalf of herself and the Class, seeks, declaratory relief, injunctive
17 relief, reasonable attorneys' fees, and any other relief that this Court deems necessary, just, proper,
18 and appropriate pursuant to Cal. Bus. & Prof. Code, §§ 1603, 17203, 17204, and Cal. Code. Civ.
19 Pro. § 1021.5.

20 **STATUTORY BACKGROUND**

21 4. As of December 1, 2010, the ARL has been in effect in California. The
22 Legislature's stated intent for enacting the ARL was "to end the practice of ongoing charging of
23 consumer credit or debit cards or third party payment accounts without the consumers' explicit
24 consent for ongoing shipments of a product or ongoing deliveries of service." Cal. Bus. & Prof.
25 Code § 17600.

26 5. The ARL makes it unlawful for any business making an automatic renewal or
27 continuous service offer to a consumer in California to do any of the following:

- 28 (a)(1) Fail to present the automatic renewal offer terms or
 continuous service offer terms in a clear and conspicuous manner

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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. If the offer also includes a free gift or trial, the offer shall include a clear and conspicuous explanation of the price that will be charged after the trial ends or the manner in which the subscription or purchasing agreement pricing will change upon conclusion of the trial;

(a)(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 agreement containing the automatic renewal offer terms or continuous service offer terms, including the terms of an automatic renewal offer or continuous service offer that is made at a promotional or discounted price for a limited period of time; or

(a)(3) Fail to provide an acknowledgment that includes the automatic renewal offer terms 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. If the automatic renewal offer or continuous service offer includes a free gift or trial, the business shall also disclose in the acknowledgment how to cancel, and allow the consumer to cancel, the automatic renewal or continuous service before the consumer pays for the goods or services.

See, Cal. Bus. & Prof. Code § 17602(a).

6. The ARL defines the term “Automatic Renewal” as “a plan or arrangement in which a paid subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.” See, Cal. Bus. & Prof. Code § 17601(a).

7. The ARL defines the term “Automatic renewal offer terms” as the “following clear and conspicuous disclosures”:

(a) That the subscription or purchasing agreement will continue until the consumer cancels;

(b) The description of the cancellation policy that applies to the offer;

(c) The recurring charges that will be charged to the consumer’s credit or debit card or payment account with a third party as part of the automatic renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known;

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(d) The length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer; and

(e) The minimum purchase obligation, if any.

See, Cal. Bus. & Prof. Code § 17601(b).

8. The ARL defines “clear and conspicuous” or “clearly and conspicuously” to mean, “in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.” See, Cal. Bus. & Prof. Code § 17601(c).

9. The ARL mandates that such services shall be made readily cancellable by consumers, specifically stating, “A business that makes an automatic renewal offer or continuous service offer shall provide a toll-free telephone number, electronic mail address, a postal address if the seller directly bills the consumer, or it shall provide another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the acknowledgment specified in paragraph (3) of subdivision (a).” See, Cal. Bus. & Prof. Code §17602(b).

10. Furthermore, the ARL mandates that, “In addition to the requirements of subdivision (b), a consumer who accepts an automatic renewal or continuous service offer online shall be allowed to terminate the automatic renewal or continuous service exclusively online, which may include a termination email formatted and provided by the business that a consumer can send to the business without additional information.” See, Cal. Bus. & Prof. Code § 17602(c).

11. Pursuant to § 17603 of Cal. Bus. & Prof. Code, “In any case in which a business sends any goods, wares, merchandise, or products to a consumer, under a continuous service agreement or automatic renewal of a purchase, without first obtaining the consumers affirmative consent as described in § 17602, the goods, wares, merchandise, or products shall for all purposes be deemed an unconditional gift to the consumer, who may use or dispose of the same in any manner he or she sees fit without any obligation whatsoever on the consumer’s part to the business,

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1 including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares,
2 merchandise, or products to the business.”

3 **PARTIES AND STANDING**

4 12. Plaintiff is a citizen of California. Plaintiff purchased a subscription plan from
5 Billie’s website and subscription skincare and grooming delivery service, www.mybillie.com, in
6 California during the Relevant Period. Plaintiff and Class Members are consumers as defined
7 under Cal. Bus. & Prof. Code § 17601(d).

8 13. Plaintiff is informed and believes, and thereon alleges, that defendant Billie, Inc. is
9 a Delaware Corporation with its principal place of business located in New York.

10 14. Plaintiff is informed and believes, and thereon alleges, that defendant Billie owns,
11 operates, and provides to the public in California, the United States, and elsewhere,
12 www.mybillie.com, and has done so throughout the Relevant Period. www.mybillie.com provides
13 access to a monthly skincare and grooming subscription delivery service. During the Relevant
14 Period Defendant made, and continues to make, automatic renewal or continuous service offers to
15 consumers in California. Billie’s automatic renewal and/or continuous service plan is marketed
16 and known as “Billie”.

17 15. At all relevant times, each and every defendant was acting as an agent and/or
18 employee of each of the other defendants and was acting within the course and/or scope of said
19 agency and/or employment with the full knowledge and consent of each of the defendants. Each
20 of the acts and/or omissions complained of herein were alleged and made known to, and ratified
21 by, each of the other defendants (Billie and DOE Defendants will hereafter collectively be referred
22 to as “Defendants”).

23 16. The true name and capacities of the Defendants sued herein as DOES 1 through 10,
24 inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious
25 names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful
26 acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true
27 names and capacities of the DOE Defendants when such identities become known.
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JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over this action. This Court has personal jurisdiction over Defendants because they conducted and continue to conduct substantial business in the State of California, County of Los Angeles, and Defendant’s offending website is available across California.

18. Venue is proper in this Court because Defendants conduct substantial business in this County. Venue is also proper in this Court because a substantial portion of the misconduct alleged herein occurred in the County of Los Angeles.

CLASS ACTION ALLEGATIONS

19. Class actions are certified when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court. Cal. Civ. Proc. Code § 382. The California Supreme Court has stated that a class should be certified when the party seeking certification has demonstrated the existence of a “well-defined community of interest” among the members of the proposed class. *Richmond v. Dart Indus., Inc.*, 29 Cal.3d 462, 470 (1981); *see also Daar v. Yellow Cab Co.*, 67 Cal.2d 695, 704 (1967).

20. Class actions are especially valuable in a context such as this one, in which individual relief may be modest. It is well settled that a plaintiff need not prove the merits of the action at the class certification stage.

21. Rather, the decision of whether to certify a class is “essentially a procedural one” and the appropriate analysis is whether, assuming the merits of the claims, they are suitable for resolution on a class-wide basis:

As the focus in a certification dispute is on what types of questions common or individual are likely to arise in the action, rather than on the merits of the case, in determining whether there is substantial evidence to support a trial court’s certification order, we consider whether the theory of recovery advanced by the proponents of certification is, as an analytical matter, likely to prove amenable to class treatment.

Sav-On Drug Stores, Inc. v. Superior Court, 34 Cal.4th 319, 327 (2004) (citations omitted).

22. In addition, the assessment of suitability for class certification entails addressing whether a class action is superior to individual lawsuits or alternative procedures for resolving the

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1 controversy. *Capitol People First v. State Dept. of Developmental Services* (2007) 155
2 Cal.App.4th 676, 689.

3 23. Plaintiff brings this action on behalf of herself, and on behalf of all others similarly
4 situated. The Class consists of all persons within California that, within the applicable statute of
5 limitations period up to and including entry of judgment in this matter, purchased any product or
6 service in response to an offer constituting an "Automatic Renewal" as defined by § 1601(a) of
7 the ARL from Defendants, their predecessors, or their affiliates, via the website
8 www.mybillie.com (the Class).

9 24. Excluded from the Class are governmental entities, Defendants, any entity in which
10 Defendants have a controlling interest, and Defendants' officers, directors, affiliates, legal
11 representatives, employees, co-conspirators, successors, subsidiaries, and assigns, and individuals
12 bound by any prior settlement. Also excluded from the Class is any judge, justice, or judicial
13 officer presiding over this matter.

14 25. The members of the Class are so numerous that joinder of all members is
15 impracticable. While the exact number and identities of Class members are unknown to Plaintiff
16 at this time and can only be ascertained through appropriate discovery, Plaintiff is informed and
17 believes the Class includes thousands of members. This amount likely reflects thousands of unique
18 customers, many of them California citizens, who have signed up for Defendants' auto-renewal
19 services. Plaintiff alleges that the Class may be ascertained by the records maintained by
20 Defendants.

21 26. Common questions of law and fact exist as to all members of the Class, and
22 predominate over any questions affecting solely individual members of the Class. Among the
23 questions of law and fact common to the Class are:

24 (a) Whether during the Relevant Period Billie failed to present the
25 automatic renewal offer terms, or continuous service offer terms, in a clear
26 and conspicuous manner before the subscription or purchasing agreement
27 was fulfilled and in visual proximity to the request for consent to the offer
28 in violation of Cal. Bus. & Prof. Code § 17602(a)(1);

(b) Whether during the Relevant Period Billie charged Plaintiff's and
Class Members' Payment Method(s) for an automatic renewal or
continuous service without first obtaining Plaintiff's and Class Members'

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affirmative consent to the automatic renewal offer terms or continuous service offer terms in violation of Cal. Bus. & Prof Code § 17602(a)(2);

(c) Whether during the Relevant Period Billie failed to provide an acknowledgment that included 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, in violation of Cal. Bus. & Prof. Code § 17602(a)(3);

(d) Whether during the Relevant Period Billie failed to provide an acknowledgment that describes a cost-effective, timely, and easy-to-use mechanism for cancellation in violation of Cal. Bus. & Prof. Code § 17602(b);

(e) Whether Plaintiff and Class Members are entitled to injunctive relief under Cal. Bus. & Prof. Code § 17203;

(f) Whether Plaintiff and Class Members are entitled to attorneys' fees and costs under California Code of Civil Procedure § 1021.5.

27. Plaintiff's claims are typical of the claims of the members of the Class, as Plaintiff and members of the Class sustained and continue to sustain injuries arising out of Defendants' conduct or omissions in violation of state law as complained of herein. Plaintiff, like all other members of the Class, claims that Defendants have violated state law by violating the ARL and UCL by, *inter alia* at the time of making an automatic renewal/continuous service offer, (i) failing to present the terms of said offers in a clear and conspicuous manner and in visual proximity to the request for consent to the offer before the subscription or purchasing agreement was fulfilled in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (ii) charging Plaintiff's and Class member's Payment Method(s) without first obtaining Plaintiff's and Class members' affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms in violation of Cal. Bus. & Prof. Code § 17602(a)(2); and (iii) failing 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 in violation of Cal. Bus. & Prof. Code §§ 17602(a)(3), 17602(b).

28. Plaintiff will fairly and adequately protect the interests of the members of the Class, and has retained counsel competent and experienced in class action litigation. Plaintiff has no interests antagonistic to, or in conflict with, those of the Class.

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1 29. A class action is superior to other available methods for the fair and efficient
2 adjudication of the controversy, since joinder of all members is impracticable. Furthermore,
3 because the damages suffered by the individual Class members may be relatively small, the
4 expense and burden of individual litigation make it impossible for members of the Class
5 individually to redress the wrongs done to them.

6 30. There will be no difficulty in the management of this action as a class action.
7 Moreover, judicial economy will be served by the maintenance of this lawsuit as a class action,
8 in that it is likely to avoid the burden which would be otherwise placed upon the judicial system
9 by the filing of thousands of similar suits by disabled people across the California. There are no
10 obstacles to effective and efficient management of the lawsuit as a class action.

11 **RELEVANT FACTUAL BACKGROUND**

12 **Billie’s Business**

13 31. Billie offers, at its website, found at www.mybillie.com, subscriptions for the
14 delivery of monthly skincare and grooming items, as well as related products. Billie constitutes
15 an automatic renewal and/or continuous service plan or arrangement pursuant to the ARL. Cal.
16 Bus. & Prof. Code § 17601(a).

17 **Plaintiff’s Subscription**

18 32. On January 22, 2021, Plaintiff visited Defendants’ website, www.mybillie.com,
19 and purchased online, for monthly delivery, a shaving razor starter kit and blades (the
20 “Product(s)”). Plaintiff’s credit card incurred a \$9.70 charge (inclusive of shipping and taxes) for
21 the purchase of the Products.

22 33. Also on January 22, 2021, after placing her order, Plaintiff received an email from
23 Billie (“Email 1”) that confirmed Billie had received Plaintiff’s order and indicated when that her
24 first delivery was being prepared, and provided an order number and shipping tracking.

25 34. Plaintiff received the first order of Products from Billie shortly thereafter.

26 35. On February 22, 2021, Plaintiff received an email of similar substance to Email 1
27 that indicated that her second order was on its way and provided a tracking number.

28 36. Shortly thereafter Plaintiff received the second order of Products from Billie.

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1 37. From December January 2021 through the present, Billie has continually delivered
2 the Products to Plaintiff on a monthly basis.

3 38. Because the “automatic renewal offer terms” (the “AROT”) were not properly
4 disclosed Plaintiff did not understand the frequency at which she would continue to be charged
5 \$9.70.

6 39. Upon realizing the above, Plaintiff attempted to cancel her subscription online, but
7 was unable to do so as Billie does not provide adequate information regarding their online method
8 of termination for its auto renewal or continuous service programs. Plaintiff is currently being
9 charged \$9.700 per month by Defendants for services she does not wish to receive.

10 40. As a result of Billie not properly displaying the AROT at the time of purchase, or
11 providing the AROT in subsequent emails, Plaintiff, unbeknownst to her, incurred at least six (6)
12 monthly charges of \$9.70 for Products she did not wish to receive.

13 41. Plaintiff’s Counsel, upon being retained to investigate Billie’s violations of the
14 ARL and the UCL by the Plaintiff, engaged the services of an expert to analyze Billie’s website
15 as it is presented to the public.

16 **ARL VIOLATION 1 – Billie Fails to Disclose the Automatic Renewal Offer Terms in a**
17 **Clear and Conspicuous Manner in Violation of Cal. Bus. & Prof. Code § 17601**

18 42. Billie is required to “clearly and conspicuously” disclose the AROT. *See*, Cal. Bus.
19 & Prof. Code § 17601. Throughout the Relevant Period, Billie has failed to meet this requirement.
20 Specifically, although www.mybillie.com has links in the home page footer titled “Terms of Use”
21 that leads users to a page which contains the AROT, it is not clearly and conspicuously disclosed
22 because these pages can only be accessed via a hyperlink labeled simply “Terms of Use”.

23 **ARL VIOLATION 2 – Billie Fails to Present the Automatic Renewal Offer Terms in a**
24 **Clear and Conspicuous Manner Before the Subscription or Purchasing Agreement is**
25 **Fulfilled and in Visual Proximity to the Request for Consent to the Offer in**
26 **Violation of Cal. Bus. & Prof. Code § 17602(a)(1)**

27 43. Billie is required to “clearly and conspicuously” disclose the AROT on the
28 checkout screen. *See*, Cal. Bus. & Prof. Code § 17602(a)(1). Billie does not do this. In fact, at

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1 the checkout page of www.mybillie.com there is a brief statement regarding the AROT and a link
2 to the Terms of Service.

3 44. Notably, the actual AROT which contains specific information on the length of the
4 auto renewal program, the recurring charges, the auto renewal programs continuous nature, and
5 the actual details of the cancellation policy is contained in the "Terms of Use" which can only be
6 accessed via a hyperlink. As such the AROT are not displayed in a "clear and conspicuous"
7 manner that clearly calls attention to the language before the subscription or purchasing agreement
8 is fulfilled and in visual proximity thereto. In order to properly comply with the terms of the ARL,
9 Billie should take the information contained in the AROT located on the "Terms of Use" and place
10 it directly on the checkout screen in a manner designed to draw attention of the consumer.

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billie


Checkout

Customer Information



EDIT

Order Summary

	Razor Starter Kit x 1 Coral	\$9.00
---	--------------------------------	--------

Gift card or promo code >

Shipping

Free Shipping

FREE

Subtotal \$9.00

Shipping \$0.00

Taxes \$0.59

Total \$9.59

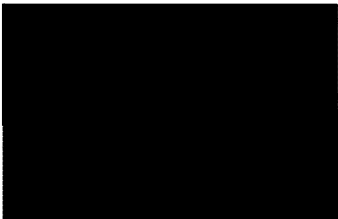
Billing And Payment

* Indicates a Required Field

Credit Card



NAME ON CARD *

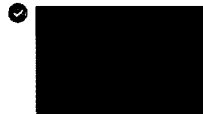


CARD NUMBER *

EXPIRATION *

CVV * ?

Billing Address



Use a different billing address

Get some emails and fun stuff in your inbox.

By making a purchase, you accept the Terms of Service and Privacy Policy. Any subscription products in your order will automatically renew and your credit card will be charged until you cancel. You can cancel subscriptions at any time from your account.

PLACE MY ORDER

All rights reserved © 2021 Billie

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ARL VIOLATION 3 – Billie Fails to Obtain Affirmative Consent to the Automatic Renewal Offer Terms Before the Subscription or Purchasing Agreement is Fulfilled and Charged to the Plaintiff and Other Consumers in Violation of Cal. Bus. & Prof. Code § 17602(a)(2)

45. Billie is required to obtain the “consumer’s affirmative consent to the agreement containing the automatic renewal offer terms”, and must obtain such affirmative consent before charging the consumer’s Payment Method.

46. “Affirmative consent” is an express act such as a check-box or similar button/mechanism that must be chosen/selected before the purchase order can be submitted/completed.¹

47. Again, at checkout, www.mybillie.com only provides no statements whatsoever regarding the AROT or that the user is entering into a subscription or automatic renewal service. In addition, www.mybillie.com fails to provide any check-box or similar mechanism to indicate that the consumer has read, understood and has affirmatively consented to the AROT.

48. As a result, during the Relevant Period, prior to charging Plaintiff’s and Class members’ Payment Method(s), Defendants failed to obtain Plaintiff’s and Class members’ affirmative consent to the automatic renewal/continuous service offer terms as required by Cal. Bus. & Prof. Code § 17602(a)(2).

49. Because of Defendants’ failure to gather affirmative consent to the automatic renewal terms, all goods, wares, merchandise, or products sent to Plaintiff and Class members

¹ California courts have provided judicial guidance as to what constitutes “affirmative consent” under the ARL. In both *eHarmony* and *Beachboy*, California courts have taken the position that affirmative consent under the ARL must be obtained through an “express act” by the consumer to consent to the terms of the automatic renewal contract. In the final judgment against Beachbody, the court held that “consent is obtained by an express act by the consumer through a check-box, signature, express consent button or other substantially similar mechanism that consumers must select to give their consent. This mechanism cannot relate to consent for anything other than the automatic renewal or continuous service offer terms.” *People of the State of California v Beachbody LLC*, Case No. 55029222, Superior Court for the State of California, Los Angeles County (Aug. 24, 2017). Similarly, in the final judgment against eHarmony the court reiterated this position stating that “consent is obtained by an express act by the consumer through a check-box, signature, or other substantially similar mechanism that consumers must affirmatively select or sign to accept the AUTOMATIC RENEWAL OFFER TERMS and no other part of the transaction.” *People of the State of California v eHarmony Inc.*, Case No. 17-cv-03314, Superior Court for the State of California, County of Santa Cruz (Jan. 8, 2018).

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1 under the automatic renewal/continuous service agreement are deemed to be an unconditional gift
2 pursuant to Cal. Bus. & Prof. Code § 17603, and Plaintiff and Class members may use or dispose
3 of the same in any manner they see fit without any obligation whatsoever on their part to
4 Defendants, including, but not limited to, bearing the cost of, or responsibility for, shipping any
5 goods, wares, merchandise or products.

6
7 **ARL VIOLATION 4 – Billie Box Failed to Provide an Acknowledgment as
Required by Cal. Bus. & Prof. Code § 17602(a)(3) and 17602(b)**

8 50. Furthermore, and in addition to the above, after Plaintiff and Class members
9 subscribed to www.mybillie.com, Defendants sent to Plaintiff and Class members email follow-
10 ups to their purchases, including email(s) entitled “Order Confirmed!”, and “Good stuff coming
11 your way.” but has failed, and continues to fail, to provide an acknowledgment that includes the
12 automatic renewal offer terms or continuous service offer terms, cancellation policy, and
13 information regarding how to cancel in a manner that is capable of being retained by Plaintiff and
14 Class members in violation of Cal. Bus. & Prof. Code § 17602(a)(3), and 17602(b).

15 **FIRST CAUSE OF ACTION**

16 **Violation of the Unfair Competition Law - (Cal. Bus. & Prof. Code § 17200 et seq.)**

17 51. Plaintiff incorporates by reference the above allegations set forth in the Complaint
18 as if fully set forth herein.

19 52. The UCL prohibits unfair competition in the form of any “unlawful, unfair or
20 fraudulent business act or practice.” *See*, Cal. Bus. & Prof. Code § 17200.

21 53. The UCL permits “a person who has suffered injury in fact and has lost money or
22 property” to prosecute a civil action for violation of the UCL. This civil action may be brought
23 individually or on behalf of the injured individual and all others similarly situated who are affected
24 by the unlawful and/or unfair business practice or act. *See*, Cal. Bus. & Prof. Code § 17204.

25 54. Since November 18, 2015, and continuing through and including the Relevant
26 Period, Billie has committed unlawful and/or unfair business acts or practices as defined by the
27 UCL, by violating the ARL, specifically, Cal. Bus. & Prof. Code §§ 17602(a)(1)-(3) and 17602(b).
28 The public policy underlying a UCL action under the unfair prong of the UCL is tethered to a

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1 specific statutory provision. *See*, Cal. Bus. & Prof. Code §§ 17600, 17602. In addition, besides
2 offending an established public policy, Defendants’ acts or practices are immoral, unethical,
3 oppressive, unscrupulous or substantially injurious to consumers. Further, the utility of
4 Defendants’ conduct is outweighed by the gravity of the harm to Plaintiff and Class members.

5 55. Plaintiff has standing to pursue this claim because she suffered injury in fact and
6 has lost money or property as a result of Defendants’ actions as set forth herein. Plaintiff purchased
7 Billie’s Products for personal and/or family purposes/use.

8 56. Plaintiff and similarly situated Class members are entitled to enforce all applicable
9 penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202, and to obtain injunctive relief
10 pursuant to Cal. Bus. & Prof. Code § 17203.

11 57. Plaintiff has assumed the responsibility of enforcement of the laws and public
12 policies specified herein by suing on behalf of herself and others similarly situated. Plaintiff’s
13 success in this action will enforce important rights affecting the public interest. Plaintiff will incur
14 a financial burden in pursuing this action in the public interest. An award of reasonable attorneys’
15 fees to Plaintiff is thus appropriate pursuant to California Code of Civil Procedure § 1021.5.

16 58. Plaintiff, on behalf of herself and Class members, requests relief as described
17 below.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff demands judgment against Defendants and requests the following
20 relief:

21 A. That this Court Order a preliminary and permanent injunction
22 enjoining Defendants from violating the UCL, Bus. & Prof. Code §§ 17200
23 et seq. and the ARL §§ 17600 et seq.;

24 B. That this Court find and declare that Defendants have violated Cal.
25 Bus. & Prof. Code § 17602(a)(1) by failing to present the automatic renewal
26 offer terms in a clear and conspicuous manner and in the visual proximity
27 to the request for consent to the offer before the subscription or purchasing
28 agreement was fulfilled;

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C. That this Court find and declare that Defendants have violated Cal. Bus. & Prof. Code § 17602(a)(2) by charging Plaintiff's and Class Members' Payment Method without first obtaining their affirmative consent to the automatic renewal offer terms or continuous service terms;

D. That this Court find and declare that Defendants have violated Cal. Bus. & Prof. Code § 17602(a)(3) by failing to provide an acknowledgment that includes the automatic renewal or continuous service offer terms and cancellation policy;

E. That this Court find and declare that Defendants have violated Cal. Bus. & Prof. Code § 17602(b) by failing to provide an acknowledgment that describes a toll-free telephone number, electronic mail address, a postal address only when the seller directly bills the consumer, or another cost-effective, timely, and easy-to-use mechanism for cancellation;

F. That this Court find and declare that Defendants have violated the UCL and committed unfair and unlawful business practices by violating Cal. Bus. & Prof. Code § 1702;

G. That this Court Order a preliminary and permanent injunction requiring Defendants to take the steps necessary to bring www.mybillie.com into compliance with the ARL;

H. That this Court award reasonable attorneys' fees and costs (including expert fees) and other expenses of suit pursuant to California Code of Civil Procedure § 1021.5, and/or other applicable law; and

I. That this Court awards such other and further relief as it deems necessary, just, proper, and appropriate.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury on all issues which can be heard by a jury.

Dated: July 26, 2021

BRODSKY SMITH

By: 

Evan J. Smith (SBN242352)
Ryan P. Cardona (SBN302113)
9595 Wilshire Boulevard, Suite 900
Beverly Hills, CA 90212
Telephone: (877) 534-2590
Facsimile: (310) 247-0160

Attorneys for Plaintiff

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SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 07/26/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> T. Herrera </u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 21STCV27331

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Elihu M. Berle	6					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
 on 07/26/2021 By T. Herrera, Deputy Clerk
(Date)

NOTICE OF CASE ASSIGNMENT – UNLIMITED CIVIL CASE

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Billie Automatically Re-Upped Monthly Shaving Products Subscriptions Without Sharing Renewal Terms](#)
