

**CARROLL, KELLY, TROTTER, FRANZEN, McBRIDE & PEABODY  
MICHAEL TROTTER (SBN 139034)**

[mitrotter@ctfmlaw.com](mailto:mitrotter@ctfmlaw.com)

**DAVID P. PRUETT (SBN 155849)**

[dppruett@ctfmlaw.com](mailto:dppruett@ctfmlaw.com)

**111 West Ocean Boulevard, 14th Floor**

**Post Office Box 22636**

**Long Beach, California 90801-5636**

**Telephone No. (562) 432-5855 / Facsimile No. (562) 432-8785**

**Attorneys for Plaintiff, LINDA HALL, individually and  
on behalf of all others similarly situated**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiff,

vs.

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

Defendants.

CASE NO.: 8:19-CIV-1153

**CLASS ACTION COMPLAINT FOR:**

- 1. VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW (BUSINESS AND PROFESSIONS CODE §§ 17200-17204);**
- 2. VIOLATIONS OF CALIFORNIA PENAL CODE § 496 (THEFT);**
- 3. CONVERSION**

ASSIGNED FOR ALL PURPOSES TO  
JUDGE:  
DEPARTMENT:

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

**INTRODUCTION & OVERVIEW OF CLAIMS**

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

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

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

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

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

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

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

### 7 **JURISDICTION AND VENUE**

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

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

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

### 17 **PARTIES**

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

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

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

1 the United States and California.

2 11. The true names and capacities of the Defendants sued herein as DOES  
3 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues  
4 such Defendants by fictitious names. Each of the Defendants designated herein as a  
5 DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek  
6 leave of Court to amend this Complaint to reflect the true names and capacities of  
7 the DOE Defendants when such identities become known.

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

13 **CALIFORNIA’S AUTOMATIC RENEWAL LAW**

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

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

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

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

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

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

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

19 **FACTUAL BACKGROUND**

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

22 “People Magazine Subscription

23 [www.magazinestore](http://www.magazinestore)

24 magazine store”

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

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

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

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

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

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

20 (Exh. A p. 4; Exh. B p. 5.)

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

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

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

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

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

11 (Exh. C p. 1.)

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

14           "Important Advance Notice For Subscribers.

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

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

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

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

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

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

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

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

(Exh. C p. 2.)  
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1           27. On October 14, 2018, Time debited Plaintiff’s account in the amount  
2 of \$67.50. The point of sale on Plaintiff’s bank account statement states:  
3 “TME\*PEOPLE MAGAZINE” (spelling original) 800-541-9000 NY.”

4                           **DEFENDANTS’ AUTOMATIC RENEWAL PROGRAM**

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

11           (1). Plaintiff’s initial subscription was solicited through an Instagram on  
12 Plaintiff’s iPhone. Exhibit A represents the actual size of Plaintiff’s  
13 iPhone and Defendants’ offer. Exhibit B is an enlargement of Exhibit  
14 A with color contrasts that are not visible on Exhibit A. On the first  
15 page of Exhibit A (Exh. B p. 2), the purchaser is told that “All  
16 magazine subscriptions will automatically renew annually.” There is  
17 no request for consent to the automatic renewal as required by section  
18 17602(a)(1) and the automatic renewal does not require the  
19 purchaser’s affirmative consent as required by section 17602(a)(2).  
20 The only prompt is the “checkoutnow” prompt which, if selected,  
21 takes the consumer to a second screen.

22           (2). The second screen also includes an automatic renewal on a yellow  
23 background which states:  
24 “Automatic Renewal Notice. After your initial term your magazine  
25 subscription will automatically renew annually until you tell us to  
26 stop. You will receive a reminder of the renewal approximately 30  
27 days in advance. Your credit card or method of payment will be  
28 charged at the time of purchase and before the start of each new

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

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

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

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

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

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

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

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

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**CLASS ACTION ALLEGATIONS**

1  
2 30. Plaintiff brings this action, on behalf of herself and all others similarly  
3 situated, as a class action pursuant to Rule 23(a) of the Federal Rules of Civil  
4 Procedure. The proposed Class (the “Class”) that Plaintiff seeks to represent is  
5 composed of and defined as:

6 **“All persons within California who, within the applicable**  
7 **statute of limitations period, purchased a subscription to**  
8 **any magazine published, marketed or sold by Defendants**  
9 **which included an "Automatic Renewal" as defined by§**  
10 **17601(a).”**

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

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

20 33. The Class is so numerous that the individual joinder of all of its  
21 members is impractical. While the exact number and identities of Class members  
22 are unknown to Plaintiff at this time, Plaintiff is informed and believes the Class  
23 includes hundreds of thousands of members. Plaintiff alleges that the Class may  
24 be ascertained by the records maintained by Defendants. (Fed. 2 R. Civ. P.  
25 23(a)(1))

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 **FIRST CAUSE OF ACTION**

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

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

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

7 42. During the Class Period, Defendants committed unlawful and/or  
8 unfair business acts or practices by violating sections 17602(a)(1), 17602(a)(2) and  
9 17602(a)(3) of the ARL.

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

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

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

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

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

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

7 **SECOND CAUSE OF ACTION**

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

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

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

14 50. Penal Code section 496 states in part:

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

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

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

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

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

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

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

1 Defendants to debit or charge their accounts;

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

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

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

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

24 **THIRD CAUSE OF ACTION**

25 **CONVERSION**

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

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



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

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

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

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

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

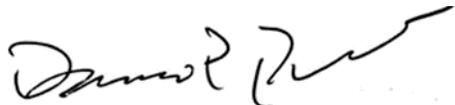
12          11. That Plaintiff and the Class be awarded reasonable attorneys' fees and  
13 costs pursuant to California Code of Civil Procedure § 1021.5, and/or other  
14 applicable law;

15          12. For interest; and

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

18 DATED: June 7, 2019

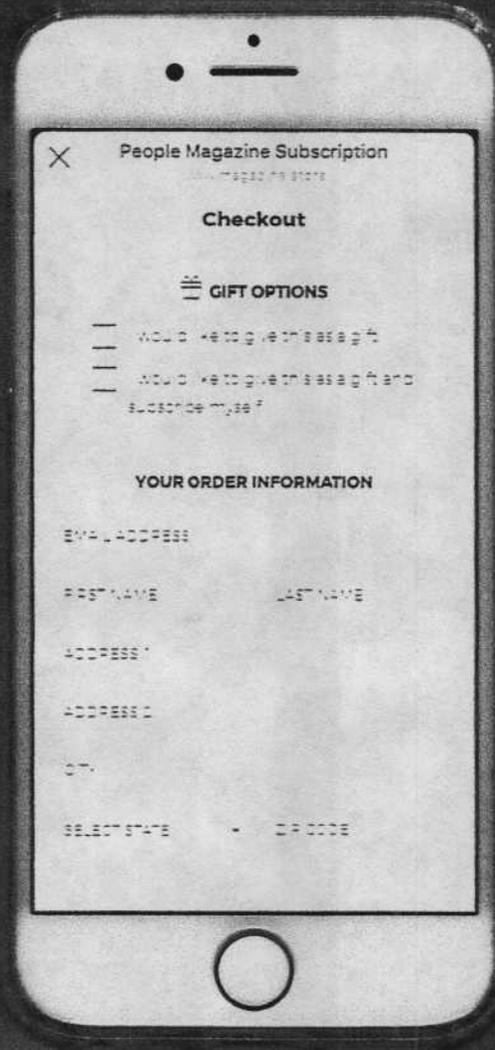
CARROLL, KELLY, TROTTER,  
FRANZEN, McBRIDE & PEABODY

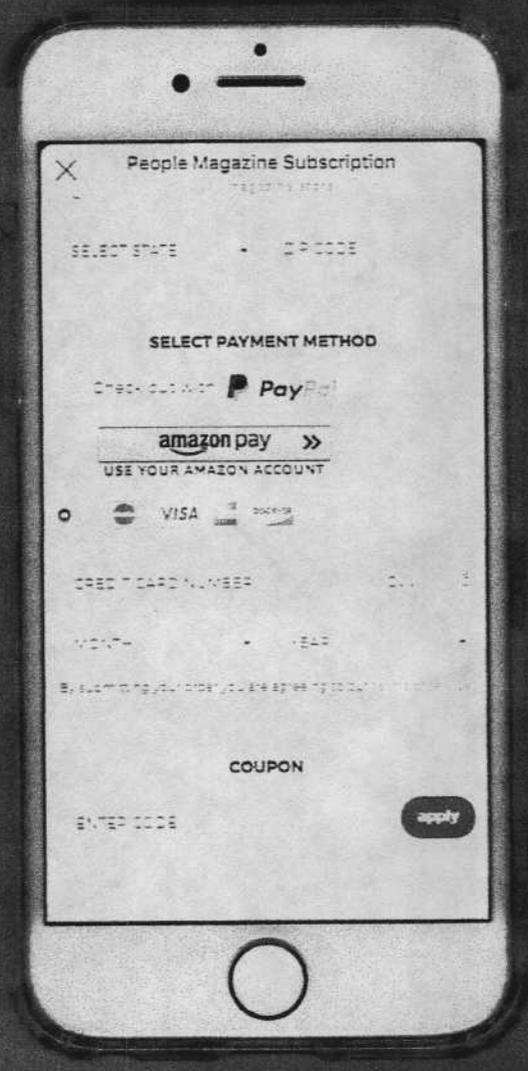
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21 By: 

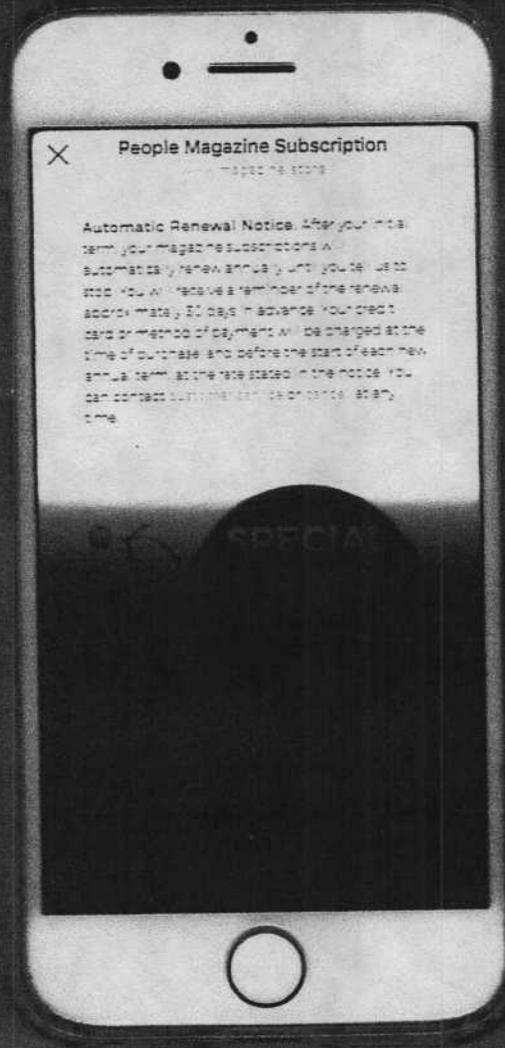
MICHAEL TROTTER  
DAVID P. PRUETT  
Attorneys for Plaintiff,  
LINDA HALL, individually and  
behalf of all others similarly situated

















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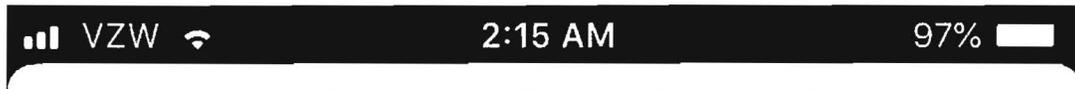
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Your PEOPLE subscription will continue for the next term of issues using the account number you agreed to be billed. You will be billed or charged \$67.50 for a total of 54 issues, which will run from 12/10/18 – 11/26/19. If you wish to discontinue,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

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

## Billing Information

first name  last name

address  address 2

city

state  zip code

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Select the magazines you would like to receive for the introductory rate of up to 66% off the cover price by checking the boxes below.

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

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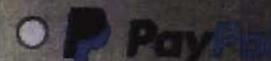
<input type="checkbox"/>	Parents	12 Issues	\$5.99
<input type="checkbox"/>	PEOPLE	54 Issues	\$108.00
<input type="checkbox"/>	People en Español	10 Issues	\$10.00
<input type="checkbox"/>	Rachael Ray Every Day	10 Issues	\$9.98
<input type="checkbox"/>	Real Simple	12 Issues	\$10.00
<input type="checkbox"/>	Shape	10 Issues	\$9.98
<input type="checkbox"/>	Southern Living	13 Issues	\$19.95
<input type="checkbox"/>	Sports Illustrated	39 Issues	\$39.00
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<input type="checkbox"/>	The Magnolia Journal	4 Issues	\$20.00
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<input type="checkbox"/>	Wood Magazine	7 Issues	\$19.98

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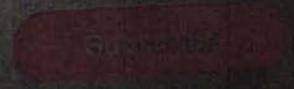
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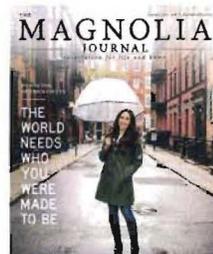
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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS ( Check box if you are representing yourself ) Linda Hall, individually and on behalf of all others similarly situated
DEFENDANTS ( Check box if you are representing yourself ) Time, Inc., a Delaware corporation; Meredith Corp., an Iowa corporation; and DOES 1-100, inclusive

(b) County of Residence of First Listed Plaintiff Orange County
(EXCEPT IN U.S. PLAINTIFF CASES)
County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.
CARROLL, KELLY, TROTTER, FRANZEN, McBRIDE & PEABODY
111 W. Ocean Blvd., 14th Floor
Post Office Box 22636
Long Beach, California 90801-5636

II. BASIS OF JURISDICTION (Place an X in one box only.)
1. U.S. Government Plaintiff
2. U.S. Government Defendant
3. Federal Question (U.S. Government Not a Party)
4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business in this State
Incorporated and Principal Place of Business in Another State
Foreign Nation

IV. ORIGIN (Place an X in one box only.)
1. Original Proceeding
2. Removed from State Court
3. Remanded from Appellate Court
4. Reinstated or Reopened
5. Transferred from Another District (Specify)
6. Multidistrict Litigation - Transfer
8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No MONEY DEMANDED IN COMPLAINT: \$ 5,000,000+

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Violation of California Automatic Renewal Law (Cal. Bus. & Prof. Code § 17600, et seq.)

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

Table with 6 columns: OTHER STATUTES, CONTRACT, REAL PROPERTY CONT., IMMIGRATION, PRISONER PETITIONS, PROPERTY RIGHTS. Contains various legal categories and checkboxes for selection.

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

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

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

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

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

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

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

<b>QUESTION E: Initial Division?</b>	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	SOUTHERN

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

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

**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court?  NO  YES

If yes, list case number(s): \_\_\_\_\_

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

If yes, list case number(s): \_\_\_\_\_

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

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

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

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

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

**X. SIGNATURE OF ATTORNEY**

**(OR SELF-REPRESENTED LITIGANT):** David P. Pruett

DATE: June 7, 2019

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

Key to Statistical codes relating to Social Security Cases:

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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

Linda Hall, individually and on behalf of all others
similarly situated

Plaintiff(s)

v.

Time, Inc., a Delaware corporation; Meredith Corp.,
an Iowa corporation; and DOES 1-100, inclusive

Defendant(s)

Civil Action No. 8:19-CV-1153

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Time, Inc. a Delaware corporation; and,

Meredith Corp., an Iowa corporation
Los Angeles Office
11766 Wilshire Blvd.
Los Angeles, CA 90025

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

David P. Pruett
CARROLL, KELLY, TROTTER, FRANZEN, McBRIDE & PEABODY
111 W. Ocean Blvd., 14th Floor
Post Office Box 22636
Long Beach, CA 90801-5636

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 8:19-CV-1153

**PROOF OF SERVICE**

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

This summons for *(name of individual and title, if any)* Meredith Corp., an Iowa corporation  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

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

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

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

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NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)  
 OR OF PARTY APPEARING IN PRO PER  
 David P. Pruett (SBN 155849)  
 Michael Trotter (SBN 139034)  
 CARROLL, KELLY, FRANZEN, McBRIDE & PEABODY  
 111 W. Ocean Blvd., 14th Floor  
 P.O. Box 22636  
 Long Beach, California 90801-5636  
 (562) 432-5855

CLEAR FORM

ATTORNEY(S) FOR: Linda Hall, indiv. and on behalf of all others simi

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

Linda Hall, individually and on behalf of all others  
 similarly situated  
 Plaintiff(s),  
 v.  
 Time, Inc., a Delaware corporation; Meredith  
 Corp., an Iowa corporation, and DOES 1-100,  
 inclusive  
 Defendant(s)

CASE NUMBER:

8:19-CV-1153

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

TO: THE COURT AND ALL PARTIES OF RECORD:

The undersigned, counsel of record for Linda Hall, individually and on behalf of all others similarly situated or party appearing in pro per, certifies that the following listed party (or parties) may have a pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal.

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

PARTY	CONNECTION / INTEREST
Meredith Corp.	Defendant
Time, Inc.	Defendant

June 7, 2019  
 Date

/ s /  
 Signature

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

David P. Pruett

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Filed Against Time, Meredith Corp. Over Alleged Automatic Renewal of Magazine Subscriptions](#)

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