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14 Attorneys for Defendants YP Holdings, LLC,
15 YP, LLC and Dex Media, Inc.

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

19 CONNIE LOPEZ dba BUILDING
20 BLOCKS PRESCHOOL, and all others
21 similarly situated,

22 Plaintiff,

23 v.

24 YP HOLDINGS, LLC, YP, LLC, DEX
25 MEDIA, INC., DAMIEN
26 HALIBURTON; and DOES 1 through
27 10, inclusive,

28 Defendants.

Case No. 2:18cv8791

CLASS ACTION

**DEFENDANTS YP HOLDINGS,
LLC, YP, LLC AND DEX MEDIA,
INC.'S NOTICE OF REMOVAL OF
ACTION**

[Complaint Filed: June 25, 2018]

1 TO THE ABOVE-CAPTIONED COURT AND TO PLAINTIFF CONNIE
2 LOPEZ dba BUILDING BLOCKS PRESCHOOL AND HER/ITS COUNSEL OF
3 RECORD:

4 PLEASE TAKE NOTICE that Defendants YP Holdings, LLC, YP, LLC, and
5 Dex Media, Inc., now collectively known as Dex Media, Inc.¹ (“Dex Media”)
6 hereby provide notice of the removal to the United States District Court for the
7 Central District of California of the following lawsuit filed on June 25, 2018, in the
8 Superior Court for the County of Ventura: *Connie Lopez dba Building Blocks*
9 *Preschool v. Dex Media, et al.*, Case No. 56-2018-00514106-CU-BT-VTA. The
10 following is a short, plain statement of the grounds for removal provided pursuant to
11 28 U.S.C. § 1446(a).

12 I.

13 **DESCRIPTION OF THE ACTION**

14 On June 25, 2018, Connie Lopez dba Building Blocks Preschool (“Plaintiff”)
15 filed a Complaint, on behalf of a putative class, against Dex Media in the Superior
16 Court for the County of Ventura (the “State Court Action”). A copy of the
17 Complaint is attached as **Exhibit C**. The Complaint alleges claims on behalf of a
18 putative class for violations of California’s automatic renewal law, Cal. Bus. & Prof.
19 §§ 17600-17604; and violations of California’s unfair competition law, Cal. Bus. &
20 Prof. Code §§ 17200-17204, based on alleged automatic renewals of advertising
21 purchased from Defendant Dex Media.

22 Specifically, Plaintiff alleges that “[t]his is a class action pursuant to
23 California Code of Civil Procedure § 382, seeking restitution, injunctive, and/or
24 other equitable relief . . . available under California Business and Professions Code
25 (‘Cal. Bus. & Prof. Code’) §§ 17602, 17603, 17604, 17535, and 17200 et seq., and
26

27 ¹ Effective December 31, 2017, YP, LLC was merged into YP Holdings, LLC, which was
28 merged into Dex Media, Inc., the surviving corporation.

1 California Civil Code § 1750, on behalf of Plaintiff and all other similarly situated
2 individuals (whether businesses or biological human beings) who entered into an
3 advertising contract with YP, LLC or any other of the Defendants.” [Complaint ¶
4 1.] Plaintiff alleges that:

5 “Defendants made an automatic renewal or continuous service offer to
6 consumers in and throughout California and ...failed to present
7 automatic offer terms, or continuous service terms, in a clear and
8 conspicuous manner . . ., charged Plaintiff . . . and Class Members’
9 credit cards, debit cards, third party account, . . . without first obtaining
10 Plaintiff and Class Member affirmative consent . . ., and failed to
11 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 . . .”

12 [Complaint ¶ 2.] She alleges that “[a]s a result, all services provided to Plaintiff
13 and Class Members under the automatic renewal or continuous service agreement is
14 deemed to be an unconditional gift,” and seeks restitution and injunctive relief in
15 connection with the alleged automatic renewal of advertising. [*Id.*]

16 Based on these and similar factual allegations, Plaintiff asserts causes of
17 action for: (1) violations of California’s automatic renewal law, Cal. Bus. & Prof. §§
18 17600-17604; (2) violations of California’s unfair competition law, Cal. Bus. &
19 Prof. Code §§ 17200-17204; (3) injunctive relief and restitution pursuant to Cal.
20 Bus. & Prof. Code § 17535, and (4) for money had and received, and (5) asserts an
21 individual claim for negligent misrepresentation against defendant Damien
22 Halliburton. [*Id.*, ¶¶ 41-83.]

23 Plaintiff seeks relief on behalf of a class, specifically, “all persons who
24 entered into an ‘Advertising Contract’ with Defendant and to whom Defendant
25 continuously charges and renews their advertising agreement in California,” for a
26 period of four years prior to the filing of the Complaint. [*Id.* ¶ 39.] Plaintiff seeks
27 “full restitution of the amount of the monies improperly paid to Defendants,” over a
28 4-year class period, and “retention of the goods purchased through such

1 Subscriptions as an ‘unconditional gift’”. [*Id.* ¶¶ 39, 45, 49, 52, *Prayer for Relief*
 2 (6).] On behalf of the class, Plaintiff also seeks disgorgement “of profits realized
 3 from its unlawful business practices.” [*Id.* ¶ 60.] Plaintiff further seeks an award of
 4 “all damages owed,” and pre-judgment interest, attorneys’ fees and enforcement of
 5 statutory penalty provisions. [*Id.* ¶¶ 60, 67-8, *Prayer for Relief* (e-f), (i), (k).]
 6 Plaintiff also seeks declaratory and injunctive relief on behalf of the putative class.
 7 [*Id.*, *Prayer for Relief*, (4), (5), (9).]

8 Plaintiff alleges that all Defendants “acted in all respects pertinent to this
 9 action as the agent of the other Defendants, . . . and/or the acts of each Defendant
 10 are legally attributable to the other Defendants,” and refers to all Defendants
 11 collectively throughout the Complaint. [*Id.* ¶¶ 18-19.]

12 Dex Media was served with the Summons and Complaint on September 12,
 13 2018. There are no other named defendants whose consent would be required for
 14 removal. *See* 28 U.S.C. § 1453(b). This Court has jurisdiction over this proceeding
 15 pursuant to 28 U.S.C. § 1332(d) (the Class Action Fairness Act).

16 II.

17 **BASIS FOR REMOVAL (CAFA JURISDICTION)**

18 **A. Diversity of Citizenship Exists.**

19 The Class Action Fairness Act provides that “[t]he district courts shall have
 20 original jurisdiction of any civil action in which the matter in controversy exceeds
 21 the sum or value of \$5,000,000, exclusive of interest and costs, and is *a class action*
 22 *in which (A) any member of a class of plaintiffs is a citizen of a State different*
 23 *from any defendant*” 28 U.S.C. § 1332(d)(2)(A) (emphasis added). Only
 24 minimal diversity is required. It is thus sufficient if the plaintiff and only one
 25 defendant are citizens of different states. *Id.* In this case, Plaintiff and Dex Media
 26 are diverse.

27 Plaintiff alleges that she is a citizen of California and that Dex Media is
 28 headquartered in Texas. Dex Media is a Delaware corporation with its principal

1 place of business in Texas. [Decl. of Steele, ¶ 3, *See Exhibit A*]. Dex Media is thus
2 deemed a citizen of Texas and Delaware. *See* 28 U.S.C. §§ 1332(c)(1) (“[A]
3 corporation shall be deemed to be a citizen of any State by which it has been
4 incorporated and of the State where it has its principal place of business.”) and
5 1332(d)(2)(A).

6 Plaintiff further seeks to represent herself and “all persons who entered into
7 an ‘Advertising Contract’ with Defendant and to whom Defendant continuously
8 charges and renews their advertising agreement in California,” for a period of four
9 years prior to the filing of the Complaint. [*Id.* ¶ 39.] Because Plaintiff is a citizen
10 of California and Dex Media is a citizen of Texas and Delaware, the requirement of
11 minimal diversity is met, as at least one plaintiff and one defendant are citizens of
12 different states.

13 **B. The Amount in Controversy Exceeds \$5,000,000.**

14 The assessment of whether the amount-in-controversy requirement is satisfied
15 “is not confined to the face of the complaint.” *Valdez v. Allstate Ins. Co.*, 372 F.3d
16 1115, 1117 (9th Cir. 2004). The appropriate measure of the jurisdictional amount in
17 controversy is “the litigation value of the case assuming that the allegations of the
18 complaint are true and assuming a jury returns a verdict for the plaintiff on all
19 claims made in the complaint.” *Jackson v. American Bankers Ins. Co. of Florida*,
20 976 F. Supp. 1450, 1454 (S.D. Ala. 1997) (citing *Burns v. Windsor Ins. Co.*, 31 F.3d
21 1092, 1096 (11th Cir. 1994)). It is not determined by “the low end of an open-ended
22 claim,” but by “a reasonable reading of the value of the rights being litigated.”
23 *Angus v. Shiley, Inc.*, 989 F.2d 142, 146 (3d Cir. 1993); *see also Hunt v. Washington*
24 *State Apple Advertising Comm’n*, 432 U.S. 333, 347 (1977) (superseded in part on
25 other grounds). Further, to establish the amount in controversy, defendants need not
26 concede liability (*i.e.*, that the automatic renewal provisions are unlawful), but must
27 show only that the amount potentially at issue (*i.e.*, the amount of damages that
28

1 Plaintiff could recover is greater than \$5 million). *See Lewis v. Verizon Commc'ns,*
2 *Inc.*, 627 F.3d 395, 400 (9th Cir. 2010).

3 The amount-in-controversy requirement is met here because the aggregate
4 amount sought by the putative class exceeds the \$5 million threshold for diversity
5 jurisdiction under 28 U.S.C. § 1332(d). Plaintiff seeks “disgorgement of revenue”
6 for the sale of advertising over a 4-year class period. [Complaint, *Prayer for Relief*
7 ¶¶ 39, 45, 49, 52, *Prayer for Relief* (6).] During those four-years, YP entered into
8 significantly more than 100 contracts with customers in the state of California
9 through December 31, 2017. [Steele Decl. ¶ 2, *See Exhibit A*]. Each of these
10 contracts contain an automatic renewal provision. *Id.* Sales of products sold and
11 renewed under these contracts exceed \$5 million. *Id.* Therefore, Plaintiff seeks an
12 excess of \$5 million in restitution and disgorgement along with punitive damages,
13 interest and attorneys’ fees. There can be no dispute that these amounts exceed \$5
14 million.

15 In any event, as the Supreme Court recognized in *Dart Cherokee Basin*
16 *Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014), a notice of removal under
17 the Class Action Fairness Act does not need to attach evidence regarding the amount
18 in controversy. Given that the removal statute requires a notice “containing a short
19 and plain statement of the grounds for removal,” the Court held that the notice “need
20 include only a plausible allegation that the amount in controversy exceeds the
21 jurisdictional threshold.” *Id.* Evidence is required only if the Plaintiff files a motion
22 to remand, or the Court requests an evidentiary showing. *Id.* Here, Dex Media has
23 made a plausible allegation that the amount in controversy exceeds the jurisdictional
24 threshold. No further showing is required to support this Notice of Removal. *Id.*;
25 *Rodriguez v. AT&T Mobility Servs. LLC*, 728 F.3d 975, 982 (9th Cir. 2013).

26 In sum, both of the predicates for diversity jurisdiction under 28 U.S.C. §
27 1332(d)—diversity of citizenship and more than \$5 million in controversy—exist,
28 and jurisdiction is proper in this Court.

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III.

THE NOTICE OF REMOVAL IS PROCEDURALLY PROPER

Based on the foregoing, this action is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d), and is one that may be removed to this Court pursuant to 28 U.S.C. §§ 1441 and 1446. In accordance with the requirements of 28 U.S.C. § 1446(a), a copy of the Complaint and all other papers served on Dex Media in the State Court Action as of the filing of this Notice of Removal are attached hereto as **Exhibits B through G**. This Notice of Removal is filed within the time provided by 28 U.S.C. § 1446(b) because it has been filed within thirty (30) days after Dex Media was served with a copy of the initial pleading in this action. There are no other named defendants whose consent would be required for removal.

IV.

CONCLUSION

For all of the reasons set forth above, Dex Media respectfully requests that this Court proceed with this matter as if it had been originally filed herein.

Dated: October 12, 2018

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By /s/ Shannon Z. Petersen

SHANNON Z. PETERSEN
SARAH A. K. BLITZ

Attorneys for Defendants YP Holdings, LLC,
YP, LLC and Dex Media, Inc.

EXHIBIT A

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

2 A Limited Liability Partnership

3 Including Professional Corporations

4 SHANNON Z. PETERSEN, Cal. Bar No. 211426

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10 Attorneys for Defendants YP Holdings, LLC,

11 YP, LLC and Dex Media, Inc.

12 UNITED STATES DISTRICT COURT

13 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

14 CONNIE LOPEZ, dba BUILDING
15 BLOCKS PRESCHOOL, and all others
16 similarly situated,

17 Plaintiffs,

18 v.

19 YP, HOLDINGS, LLC; YP, LLC; DEX
20 MEDIA; DAMIEN HALLIBURTON
21 and DOES 1-10 inclusive,

22 Defendants.

Case No. _____

CLASS ACTION

DECLARATION OF ERWIN
VINCENT STEELE IN SUPPORT
OF DEFENDANTS YP HOLDINGS,
LLC, YP, LLC AND DEX MEDIA'S
NOTICE OF REMOVAL OF
ACTION

[Complaint Filed: June 25, 2018]

23 **DECLARATION OF ERWIN VINCENT STEELE**

24 I, Erwin Vincent Steele, hereby declare the following:

25 1. I am a senior manager at YP, LLC and Dex Media, Inc., defendants in
26 this lawsuit. I have personal firsthand knowledge of the facts hereinafter stated, or
27
28

1 knowledge based on documents maintained by YP, LLC in its ordinary course of
2 business, and, if called as a witness, could and would testify competently thereto.

3
4 2. YP entered into significantly more than 100 contracts in California
5 from June 25, 2014 through December 31, 2017. Each of these contracts contain an
6 automatic renewal provision. Sales of products sold and renewed under these
7 contracts exceed \$5 million.
8

9 3. Dex Media, Inc. is a Delaware corporation with its principal place of
10 business in Texas.
11

12 I declare under penalty of perjury, pursuant to the laws of the United States of
13 America, that the foregoing is true and correct.

14 Executed on October 11, 2018, at Atlanta, Georgia.
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20 Erwin Vincent Steele
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EXHIBIT B

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA

[Return to Search Page](#)

Case Information

Case Number:	56-2018-00514106-CU-BT-VTA
Case Title:	Connie Lopez vs. YP Holdings LLC
Case Category:	Civil - Unlimited
Filed Date:	6/25/2018
Case Type:	Business Tort
Case Status:	Pending
Location:	Ventura

Participants

Name	Filing Document	Role	Attorney	Filed By
Dex Media	Complaint	Defendant		Lopez, Connie
Halliburton, Damien	Complaint	Defendant		Lopez, Connie
Lopez, Connie	Complaint	Plaintiff	Moss, Ari E.	Lopez, Connie
Lopez, Connie	Complaint	Plaintiff	Selik, Evan M	Lopez, Connie
YP Holdings LLC	Complaint	Defendant		Lopez, Connie
YP LLC	Complaint	Defendant		Lopez, Connie

Past Events

No past event information found

Future Events

Event Type	Description	Event Status	Event Date	Event Time	Location	Department
MANDATORY APPEARANCE CMC/Order to Show Cause Re Sanctions/Dismissal for Failure to File Proof of Service/Default		SCHEDULED	11/21/2018	8:15 AM	Ventura	22B

Register of Actions

ROA #	Entry Date	Entry
6	9/24/2018	Proof of Service of 30-day Summons & Complaint - Personal (Served CT Corporation System Agent for Service by Leaving with Albert Damonte Process Specialist) filed by Lopez, Connie on 09/24/2018.
5	9/19/2018	Proof of Service of 30-day Summons & Complaint - Personal (Served CT Corporation System Agent for Service by Serving Sattie Jairam Process Intake) filed by Lopez, Connie on 09/19/2018.
4	6/27/2018	MANDATORY APPEARANCE CMC/Order to Show Cause Re Sanctions/Dismissal for Failure to File Proof of Service/Default - scheduled for 11/21/2018 at 08:15:00 AM in 22B at Ventura.
3	6/25/2018	Case assigned to Department 21.
2	6/25/2018	Civil Case Cover Sheet filed by Lopez, Connie on 06/25/2018.
1	6/25/2018	Complaint filed by Lopez, Connie on 06/25/2018. Filed By: Lopez, Connie(Plaintiff) Refers To: YP Holdings LLC(Defendant) YP LLC(Defendant) Dex Media(Defendant) Halliburton, Damien(Defendant)

EXHIBIT C

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: YP, HOLDINGS. LLC; DEX MEDIA,
(AVISO AL DEMANDADO): DAMIEN HALLIBURTON, and DOES 1-10
inclusive

YP LLC

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

VENTURA
SUPERIOR COURT
FILED

JUN 25 2018

MICHAEL D. PLANET
Executive Officer and Clerk

BY: *[Signature]* Deputy

AMBER RAMIREZ *ARM*

YOU ARE BEING SUED BY PLAINTIFF: CONNIE LOPEZ dba
(LO ESTÁ DEMANDANDO EL DEMANDANTE): BUILDING BLOCKS
PRESCHOOL

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 desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

VENTURA COUNTY SUPERIOR COURT
800 S. Victoria Avenue

CA
(N)

56-2018-00514106-CU-BT-VTA

Ventura, CA 93003-0001

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 Selik (Bar No. 251039)

213-225-6150

McCATHERN LLP

523 West Sixth Street

Los Angeles, CA 90014

DATE:

(Fecha)

JUN 25 2018

Clerk, by

(Secretario)

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)).

AMBER RAMIREZ

[SEAL]



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: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

SUMMONS

Legal
Solutions
& Plus

Code of Civil Procedure §§ 412.20, 465

How to add defendant onto summons to match complaint

JUN 25 2018

Ari E. Moss (SBN 238579)
Moss Bollinger, LLP
15300 Ventura Blvd., Suite 207
Sherman Oaks, CA 91403
Ph: (310) 982-2984
Fax: (818) 963-5954
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523 West Sixth Street, Suite 830
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ESelik@mccathernlaw.com

VENTURA
SUPERIOR COURT
FILED

JUN 25 2018

BY: MICHAEL D. PLANET
Executive Officer and Clerk
Deputy

AMBER RAMIREZ

Attorneys for Plaintiffs, CONNIE LOPEZ DBA BUILDING BLOCKS PRESCHOOL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

CONNIE LOPEZ, dba BUILDING BLOCKS) CASE NO. 56-2018-00514106-CU-BT-VTA
PRESCHOOL, and all others similarly)
situated,) CLASS ACTION COMPLAINT

Plaintiffs,
vs.

YP, HOLDINGS, LLC; YP, LLC; DEX) 1. VIOLATION OF CALIFORNIA'S
MEDIA, DAMIEN HALLIBURTON, and) AUTOMATIC RENEWAL LAW (Cal.
DOES 1-10 inclusive,) Bus. & Prof. Code §§ 17600-17604)
) 2. VIOLATION OF CALIFORNIA'S
) UNFAIR COMPETITION LAW (Bus.
) & Prof Code §§ 17200-17204)
) 3. INJUNCTIVE RELIEF AND
) RESTITUTION (Business & Prof. Code
) § 17535)
) 4. COMMON COUNT FOR MONEY
) HAD AND RECEIVED
) 5. NEGLIGENT
) MISREPRESENTATION

Defendants.

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF, Connie Lopez dba Building Blocks Pre School, on behalf of
herself and all others similarly situated, complains and alleges as follows:

McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

OVERVIEW OF CLAIMS

1
2 1. This is a class action pursuant to California Code of Civil Procedure § 382, seeking
3 restitution, injunctive and/or other equitable relief and reasonable attorneys' fees and costs available
4 under California Business and Professions Code ("Cal. Bus. & Prof. Code") §§ 17602, 17603,
5 17604, 17535, and 17200 *et seq.*, and California Civil Code § 1750, on behalf of Plaintiff and all
6 other similarly situated individuals (whether businesses or biological human beings) who entered
7 into an advertising contract with YP, LLC, or any other of the Defendants.
8

9 2. During the Class Period, Defendants made an automatic renewal or continuous
10 service offer to consumers in and throughout California and (1) at the time of making the automatic
11 renewal or continuous service offer, failed to present the automatic renewal offer terms, or
12 continuous service terms, in a clear and conspicuous manner and in visual proximity to the request
13 for consent to the offer before the subscription or purchasing agreement was fulfilled in violation of
14 Cal. Bus. & Prof Code § 17608(a)(1); (2) charged Plaintiff (who paid an amount under a reservation
15 of rights) and Class Members' credit cards, debit cards, third party account (hereinafter "payment
16 method"), or demanded payment, without first obtaining Plaintiff and Class Members' affirmative
17 consent to the agreement containing the automatic renewal offer terms or continuous service offer
18 terms in violation of Cal. Bus. Prof. Code § 17602(a)(2); and (3) failed to provide an
19 acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation
20 policy, and information regarding how to cancel in a manner that is capable of being retained by the
21 consumer in violation of Cal. Bus. Prof. Code §17602(a)(3). As a result, all services provided to
22 Plaintiff and Class Members under the automatic renewal or continuous service agreement is
23 deemed to be an unconditional gift pursuant to Cal. Bus. Code §17603.
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McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

3. As a result of the above, Plaintiff, on behalf of himself and Class Members, seeks restitution, declaratory relief, injunctive relief and reasonable attorneys' fees and costs pursuant to Cal. Bus. Prof. Code §§ 17603, 17203, 17204, and 17535 and California Civil Code § 1780.

4. The "Class Period" is designated as the period from four years prior to the filing of this complaint through the date of verdict. Defendants' violations of California Business & Professions Code, and unfair competition laws, as described more fully below, have been ongoing since at least four years prior to the filing of this Complaint through the present.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the claims for injunctive relief, declaratory relief and restitution arising from Defendant's unlawful business practices, under California's Business & Professions Code §§ 17603, 17203, 17204, and 17535.

6. This Court has jurisdiction over the claims for violation of the Consumer Legal Remedies Act under California Civil Code § 1780.

7. Defendant YP, LLC is a Georgia limited liability company, with offices throughout the United States.

8. Defendant YP Holdings, LLC is the parent company of YP, LLC and headquartered in Georgia.

9. Defendant Dex Media, Inc. is the parent of YP Holdings, LLC and headquartered in Texas.

10. Defendant Damien Halliburton, is a California resident and an employee of YP, LLC in California and each and every action he took, as alleged herein, transpired in California.

PARTIES

11. Plaintiff Connie Lopez resides in this county, and operated Building Blocks Preschool in Ventura County, California. At all relevant times, Plaintiff made each decision with

McCATHERN LLP
523 West Sixth Street, Suite 830
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1 respect to Defendants in this county. Without Plaintiff consent, Defendants renewed the contract
2 and when Plaintiff advised she never consented to such renewal Defendants ignored her, billed her
3 and threatened collections on her. Reserving her rights and without waiving them, Plaintiff made a
4 payment to Defendants.

5 12. Defendant YP, LLC is a Georgia limited liability company.

6 13. Defendant YP Holdings is the American parent company for YP LLC.

7 14. Dex Media, Inc. is a privately held company headquartered in Texas. Dex Media
8 purchased YP Holdings, LLC in 2017.

9 15. Defendant Damien Halliburton, at all relevant times was an employee of YP, LLC in
10 California, and was Plaintiff's point of contact. The misrepresentations, and withholding of relevant
11 information attributed to Damien Halliburton transpired in and from California.

12 16. All of Plaintiff's claims stated herein are asserted against Defendant YP, LLC and its
13 predecessors, successors, and/or assigns that do, or have done business with the Class Members in
14 California during the Class Period.

15 17. Plaintiff is ignorant of the true names, capacities, relationships and extent of
16 participation in the conduct alleged herein of the Defendants sued herein as DOES 1 through 10,
17 but is informed and believe and thereon allege that said Defendants are legally responsible for the
18 wrongful conduct alleged herein and therefore sue these Defendants by such fictitious names.
19 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
20

21 18. Plaintiff is informed and believes and based upon such information and belief alleges
22 that each Defendant acted in all respects pertinent to this action as the agent of the other
23 Defendants, and/or carried out a joint scheme, business plan or policy in all respects pertinent
24 hereto, and/or the acts of each Defendant are legally attributable to the other Defendants.
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19. Plaintiff refers to YP, LLC and Damien Halliburton, and DOES 1-10 collectively as “The Defendants” or “Defendants”.

FACTUAL BACKGROUND

California Business & Profession Code §§17600-17606

20. On December 1, 2010, §§ 17600-17606 of Article 9, of Chapter 1 of Part 3, of Division 7 of the Cal. Bus. Prof. Code came into effect. The stated intent of the Legislature of this Article was to end the practice of ongoing charging of consumers' payment methods without the consumers' explicit consent for ongoing shipments of a product or ongoing deliveries of service; See, §17600 of the Cal. Bus. Prof. Code.

21. Cal Bus. Prof. Code § 17602(a) makes it unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:

(1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.

(2) Charge the consumer's credit or debit card or the consumer's 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.

(3) Fail 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. If the offer includes a free trial, the business shall also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.

22. Cal. Bus. Prof. Code 17601(a) 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.

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23. Cal. Bus. Prof. Code 17601(b) defines the term "Automatic renewal offer terms" as "the following clear and conspicuous disclosures: (1) That the subscription or purchasing agreement will continue until the consumer cancels; (2) The description of the cancellation policy that applies to the offer; (3) 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 know; (4) The length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer; (5) The minimum purchase obligation, if any."

24. Pursuant to §17601(c). "clear and conspicuous" or "clearly and conspicuously" means "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."

25. §17603 of the Cal. Bus. Prof Code provides: "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 consumer's affirmative consent as described in Section 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, including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the business."

The Business of YP, LLC; YP Holdings, LLC; and Dex Media, Inc.

26. YP, LLC, YP Holdings, LLC, and Dex Media, Inc. operate and throughout the Class Period operated what they call:

[A] media company dedicated to connecting local businesses with a ready-to-buy audience. With more than 60 million US visitors each month, YP is the original source people use to find and connect with local businesses, from the popular YP app, to yellowpages.com and The Real Yellow Pages.

For local businesses, YP integrated solutions are designed to help build their presence and expand their reach through a variety of print and digital products. YP has a team of marketing experts in local markets across the U.S. with relationships spanning nearly half a million advertisers.¹

27. Through the efforts of individuals, like Defendant Damien Halliburton, Defendants YP, LLC, YP Holdings, LLC, and Dex Media, Inc. sell advertising subscriptions to small business owners throughout the United States.

Legal Agreement Between Consumers and YP, LLC (and Parent Companies) as Provided by Damien Halliburton to Plaintiff

28. YP, LLC provides, to its customers, the advertising contract, and the “Terms and Conditions” (attached as Exhibit A is the letter, with the contract, provided by Damien Halliburton to Plaintiff), and the “Advertiser General Terms and Conditions (attached as Exhibit B).

29. Throughout these documents, various methods are used to draw the reader’s attention to important language contained therein, including using bold font, and/or all capital letters, such as when it bolded the term. For example, in Exhibit A the “IMPORTANT - READ CAREFULLY BEFORE SIGNING” provides a lengthy section about the authority to sign:

IMPORTANT - READ CAREFULLY BEFORE SIGNING:
THE AGREEMENT BETWEEN ADVERTISER AND PUBLISHER REGARDING THE SERVICES DESCRIBED IN THIS ORDER CONSISTS OF THE FOLLOWING, ALL OF WHICH ARE INCORPORATED BY REFERENCE: (A) THIS ORDER; (B) THE ADVERTISER GENERAL TERMS AND CONDITIONS LOCATED AT YP.COM/ABOUT/LEGAL (“LOCAL GENERAL TERMS”) OR, AS APPLICABLE. THE ADVERTISER GENERAL TERMS AND CONDITIONS-

¹ Source, <http://corporate.yp.com/company-overview/>

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NATIONAL. LOCATED AT YP.COM/ABOUT/LEGAL ("NATIONAL GENERAL TERMS"; EACH AS APPLICABLE, THE "GENERAL TERMS"); (C) THE SERVICES TERMS, LOCATED AT YP.COM/ABOUT/LEGAL ("YP SERVICES TERMS"); (D) THE TERMS OF SERVICE AND USE, LOCATED AT YP.COM/ABOUT/LEGAL; AND (E) ANY OTHER TERMS REFERENCED IN THE GENERAL TERMS. ALL AS IN EFFECT ON THE DATE OF THIS ORDER. IN ADDITION TO BEING LOCATED AT YP.COM/ABOUT/LEGAL. OUR CUSTOMER SERVICE DEPARTMENT CAN PROVIDE YOU THE FOREGOING DOCUMENTS UPON REQUEST. THE AGREEMENT INCLUDES IMPORTANT LEGAL TERMS, WITHOUT LIMITATION: PERFORMANCE DISCLAIMERS, DIRECTORY DISTRIBUTION DISCLAIMERS, ADVERTISER'S WARRANTIES AS TO ADVERTISER'S INTELLECTUAL PROPERTY RIGHTS, ADVERTISER INDEMNITY OBLIGATIONS, FORUM AND VENUE LIMITATIONS, AND LIMITATIONS ON PUBLISHER'S LIABILITY. IF AN ORDER INCLUDES SERVICES PURSUANT TO WHICH PUBLISHER MAY, IN ITS SOLE DISCRETION, PLACE ADVERTISING ON ADVERTISER'S BEHALF IN VARIOUS MEDIA OR CHANNELS OF DISTRIBUTION (E.G., MC2), THEN ADVERTISER AGREES AND UNDERSTANDS THE TERMS APPLICABLE TO ALL SUCH MEDIA OR CHANNELS OF DISTRIBUTION IN WHICH ADVERTISING IS PLACED BY PUBLISHER. IN ADDITION TO THOSE TERMS SPECIFIC TO THE PRODUCT ITSELF, SHALL APPLY. ADVERTISER HAS REVIEWED IN DETAIL, EITHER ELECTRONICALLY OR IN PRINT, AND HEREBY APPROVES ALL OF THE MATERIALS ASSOCIATED WITH OR INCORPORATED BY REFERENCE INTO THIS AGREEMENT. ADVERTISER PROMISES TO PAY THE TOTAL INITIAL AMOUNT DUE UNDER THIS AGREEMENT AND TO PAY THE REMAINING CHARGES AGREED TO HEREIN, PLUS ALL APPLICABLE TAXES, LATE PAYMENT CHARGES AND COLLECTION ACTIVITY FEES AS BILLED UNTIL PAID IN FULL, INCLUDING MONTHLY CHARGES FOR ANY PRINT DIRECTORY EXTENSION. IF NOT PAID IN FULL UPFRONT, ADVERTISER'S ACCOUNT SHALL BE SUBJECT TO CREDIT APPROVAL AND \$25 MINIMUM MONTHLY BILLING. IF ADVERTISER DOES NOT ACCEPT ALL OF THE TERMS OF THE AGREEMENT, ADVERTISER MAY CANCEL THIS ORDER AND TERMINATE THE AGREEMENT BY WRITTEN NOTICE TO PUBLISHER, WITHIN TEN DAYS OF THE DATE OF THIS ORDER AS PROVIDED IN THE GENERAL TERMS. IF NOT

CANCELLED WITHIN THE 10-DAY CANCELLATION PERIOD, ADVERTISER WILL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS OF THE AGREEMENT. WITH RESPECT TO PD ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND PRINT MEDIA LLC AND ITS SUBSIDIARIES. WITH RESPECT TO INTERNET ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND YP LLC AND ITS SUBSIDIARIES. SEE THE GENERAL TERMS FOR MORE INFORMATION. REFERENCES HEREIN TO "PUBLISHER" SHALL BE DEEMED TO MEAN INDIVIDUALLY AND/OR COLLECTIVELY, AS THE CONTEXT REQUIRES. PRINT MEDIA LLC AND ITS SUBSIDIARIES AND YP LLC AND ITS SUBSIDIARIES. BY YOUR SIGNATURE BELOW, YOU WARRANT THAT YOU HAVE RECEIVED A COPY AND HAVE READ THIS AGREEMENT, INCLUDING ALL OF ITS PARTS, THAT YOU HAVE FULL AUTHORITY TO SIGN FOR AND BIND ADVERTISER AND THAT YOU AGREE TO ALL THE TERMS OF THIS AGREEMENT.

30. Additionally, as can be seen in Exhibit B, Defendant uses visual cues to highlight particular sections of the agreement, for example:

UNLESS OTHERWISE AGREED TO IN WRITING, PUBLISHER MAKES NO WARRANTY REGARDING THE APPLICABILITY OF ANY REQUIREMENTS, STANDARDS AND/OR PRACTICES OF A LEGAL, REGULATORY, SELF-REGULATORY, AND/OR ETHICAL NATURE (COLLECTIVELY "REGULATIONS") TO ANY ADVERTISING OR WITH RESPECT TO ANY COMPLIANCE THEREWITH. EACH ADVERTISER IS SOLELY RESPONSIBLE FOR ENSURING ITS OWN COMPLIANCE WITH REGULATIONS APPLICABLE TO IT AND/OR ITS ADVERTISING

**Failure to Provide Clear and Conspicuous Disclosures
as Required by Law**

31. Within the contracting documents Defendants failed to state in clear and conspicuous language, i.e. in larger type than the surrounding text, or in contrasting type, font, or

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1 color to the surrounding text of the same size, or set off from the surrounding text of the same size
 2 by symbols or other marks, in a manner that clearly calls attention to the language that:

- 3
- 4 (1) The subscription or purchasing agreement will continue until
the consumer cancels.
- 5 (2) Describes the cancellation policy that applies to the offer.
- 6 (3) The recurring charges that will be charged to the consumer's
credit or debit card or payment account with a third party as part
7 of the automatic renewal plan or arrangement, and that the
amount of the charge may change, if that is the case, and the
8 amount to which the charge will change, if known.
- 9 (4) The length of the automatic renewal term or that the service is
continuous, unless the length of the term is chosen by the
consumer.
- 10 (5) There is a minimum purchase obligation, of any.

11 32. Defendant fails to present the automatic renewal offer terms or continuous service
 12 offer terms in a clear and conspicuous manner before the subscription or purchasing agreement was
 13 fulfilled and in visual proximity to the request for consent to the offer in violation of Cal. Bus. Prof.
 14 Code §17602(a)(1)

15 33. During the Class Period Defendant made, and continues to make, and operate as if
 16 they had entered into a contract that provides automatic renewal between Plaintiff and the
 17 Defendants. Moreover, when confronted with the conflicts, Defendant does not deny that there is an
 18 automatic renewal element to the contractual relationship between the Class Members (including
 19 Plaintiff) and Defendants.

20 34. As a result of the above (including the automatic renewal and continuous service
 21 disclosure failures referred to above), Defendant, in violation of Cal. Bus & Prof. Code § 17602
 22 (a)(1), made an automatic renewal or continuous service offer to consumers, including Plaintiff and
 23 Class Members, in California, yet failed to present the automatic renewal offer terms, or continuous
 24 service offer terms, in a clear and conspicuous manner before the subscription or purchasing
 25 agreement was fulfilled and in visual proximity, to the request for consent to the offer.

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Defendant Fails to Obtain Affirmative Consent to the Agreement Containing the Automatic Renewal Offer Terms in Violation of Cal. Bus. Prof. Code § 17602 (A)(2)

35. Furthermore, and in addition to the above, throughout the Class Period, Plaintiff and Class Members' payment method were, and are, charged the monthly or yearly subscription amount. Thereafter, Defendant charged, and continues to charge, Plaintiff and Class Members' payment method on a monthly or yearly basis, and as such, is an automatic renewal plan within the meaning Cal. Bus. & Prof. Code. § 17601 (1) Furthermore, the file storing services continues until cancelled, and therefore, is, and was, a continuous service plan or arrangement as defined by Cal. Bus. & Prof. Code § 17601 (e).

36. As a result of the above (including the automatic renewal offer and continuous service offer disclosure failures referred above), prior to charging Plaintiff and Class Members' payment method, Defendant completely failed, and continues to fail, to obtain Plaintiff and Class Members' affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.

37. As a result of the above allegations, Defendant violated Cal. Bus. & Prof. Code § 17602 (a)(2), and as such, all goods, wares, merchandise, or products, sent to Plaintiff and Class Members under the automatic renewal or continuous service agreement is deemed to be an unconditional gift pursuant to Cal. Bus. & Prof. Code § 17603, and they may use or dispose of the same in any manner they see fit without any obligation whatsoever on the consumer's part to the business, including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the business.

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**Defendant Failed to Provide an Acknowledgement
as Required Per Cal. Bus. Prof. Code § 17602 (A)(3)**

38. Furthermore, and in addition to the above, after Plaintiff and Class Members entered into a contract with Defendants, Defendants sent, and continues to send, Plaintiff and Class Members demands for additional payments. However, those demands failed, and continues to fail, to provide an acknowledgement that includes 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 Class Members, in violation of Cal. Bus. & Prof. Code § 17602 (a)(3). Moreover, Defendant failed to provide Plaintiff and Class Members with an acknowledgement regarding how to cancel the free trial and allow Plaintiff and Class Members to cancel before payment.

CLASS ACTION ALLEGATIONS

39. Plaintiff brings this action on behalf of herself and all others similarly situated, as a class action pursuant to Code of Civil Procedure § 382. The Class that Plaintiff seeks to represent is composed of and defined as all persons who entered into an "Advertising Contract" with Defendant and to whom Defendant continuously charges and renews their advertising agreement in California, (hereinafter "Class Members") since four years prior to the filing of this suit.

40. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation, the proposed class is easily ascertainable, and Plaintiff is a proper representatives of the Class.

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

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1 b. Commonality: There are questions of law and fact common to the Plaintiff
2 and the Class that predominate over any questions affecting only individual members
3 of the Class. These common questions of law and fact include, without limitation:

4 i. Whether Defendant charged Plaintiff and Class Members' payment method
5 for an automatic renewal or continuous service without first obtaining the Plaintiff
6 and Class Members' affirmative consent to the agreement containing the automatic
7 renewal offer terms or continuous service offer terms in violation of Cal. Bus. Code §
8 17602 (a)(2);
9

10 ii. Whether Defendant's Legal Policies contained the automatic renewal offer
11 terms and/or continuous service offer terms as defined by Cal. Bus. Prof Code §
12 17601;
13

14 iii. Whether Defendant failed to present the automatic renewal offer terms, or
15 continuous service offer terms, in a clear and conspicuous manner before the
16 subscription or purchasing agreement was fulfilled and in visual proximity, or in the
17 case of an offer conveyed by voice, in temporal proximity, to the request for consent
18 to the offer in violation of Cal. Bus. Code § 17602 (a)(1);
19

20 iv. Whether Defendant failed to provide an acknowledgement that included the
21 automatic renewal or continuous service offer terms, cancellation policy, and
22 information on how to cancel in a manner that is capable of being retained by Class
23 Members, in violation of Cal. Bus. & Prof. Code § 17602 (a)(3);

24 v. Whether Cal. Bus. & Prof. Code § 17603 provides for restitution for money
25 paid by Class Members in circumstances where the goods and services provided by
26 Defendant is deemed an unconditional gift;
27
28

vi. Whether Plaintiff and Class Members are entitled to restitution under Cal. Bus. & Prof. Code. § 17200-17203;

vii. Whether Plaintiff and Class Members are entitled to declaratory relief, injunctive relief and/or restitution under Cal. Bus. & Prof. Code. § 17535;

viii. Whether Plaintiff and Class Members are entitled to injunctive relief, attorneys fees' and costs under California Civil Code § 1780; AND

ix. The proper formula(s) for calculating restitution owed to Class Members.

c. Typicality: Plaintiff's claims are typical of the claims of the Class. Both Plaintiff and Class Members were deprived of property rightly belonging to them, arising out of, and caused by. Defendant's common course of conduct in violation of law as alleged herein, in similar ways.

FIRST CAUSE OF ACTION

- Violation of the Automatic Renewal Law -

Cal. Bus. & Prof. Code § 17600, et seq.

(By Plaintiff against All Defendants, Class Action Claim)

41. Plaintiff hereby alleges and incorporates by reference as though set forth fully herein, the allegations contained in each preceding paragraphs above.

42. As alleged more fully below, Defendants have violated the requirements of the Automatic Renewal Law ("ARL"), including in particular, the requirements of §§ 17602(a)(1) - (3), 17602(b), and 17602(c).

A. Clear/Conspicuous and Visual Proximity Violations:

43. In offering its advertising services, during the class period, Defendants have made an automatic renewal or continuous service offer to consumers in California, including to the Representative Plaintiff and putative Class Members. In so doing, however, Defendant has failed to state the automatic renewal or continuous service offer in "clear and conspicuous manner" in

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1 compliance with law in, inter alia, the following respects: (a) failing to clearly and conspicuously
 2 state that the recurring service will continue until the consumer cancels; (b) failing to clearly and
 3 conspicuously describe the cancellation policy that applies to the offer; (c) failing to clearly and
 4 conspicuously state that the recurring charges will be charged to the consumer's payment method as
 5 part of the automatic renewal plan or arrangement, and that the amount of the charge may change, if
 6 that is the case, and the amount to which the charge will change, if known; (d) failing to clearly and
 7 conspicuously state that the service is continuous; and (e) failing to clearly and conspicuously state
 8 that there is a minimum purchase obligation, if any.

10 44. In addition to the above failures, Defendant has failed and continues to fail, to state
 11 the automatic renewal or continuous service offer the sales process. Specifically, when offering
 12 advertising services, and enticing subscribers to use their services, like Plaintiff and Class Members
 13 were so enticed, Defendant failed to state the automatic renewal or continuous service offer "in
 14 visual proximity" to the request for consent to the offer.

16 45. As such, Defendant has violated Bus. & Prof. Code § 17602(a)(1), such that the
 17 Representative Plaintiff and putative Class Members are entitled to the relief under Cal. Bus. &
 18 Prof. Code § 17603, including, inter alia, restitution of the monies paid to Defendant for such
 19 automatic renewals and retention of the goods and or services purchased through such
 20 Subscriptions as an "unconditional gift."

22 46. WHEREFORE, based on the above violations of their lawful rights, the
 23 Representative Plaintiff and putative Class Members seek relief as requested herein.

24 **B. Failure to Obtain Affirmative Consent:**

25 47. In addition to the above failures, throughout the Class Period, Defendant failed to
 26 obtain the affirmative consent of the Representative Plaintiff and Class Members to the agreement
 27 containing the automatic renewal and/or continuous service offer terms. This has included, inter
 28

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1 alia, failing to obtain their affirmative consent to the term that their payment method would be
2 automatically and perpetually charged on a recurring basis, unless cancelling through an arcane and
3 almost impossible process. There is no mechanism at any point during the sales process by which
4 consumers could provide their explicit consent to Defendants' automatic renewal and/or continuous
5 service terms prior to entering the information for their payment methods and prior to the charge
6 thereto. For instance, there is no box that Defendants' customers are required to check or other form
7 of acknowledgement by which Defendants' customers affirmed that they explicitly agreed to
8 recurring charges to their respective payment methods for advertising services affirmatively
9 cancelled their contract.

11 48. Defendant has therefore charged, and has continued to charge, the payment method
12 of the Representative Plaintiff and Class Members without first obtaining their affirmative consent
13 to the terms of the service in violation of Bus. & Prof. Code § 176012(a)(2).

15 49. As a result of these failures, the Representative Plaintiff and putative Class Members
16 are entitled to the relief under Cal. Bus. & Prof. Code § 17603, including, inter alia, restitution of
17 the monies paid to Defendant for such Subscriptions and retention of the goods purchased through
18 such Subscriptions as an "unconditional gift."

19 50. WHEREFORE, based on the above violations of their lawful rights, the
20 Representative Plaintiff and putative Class Members seek relief as requested herein.

22 **C. Retainable Cancellation Policy and Cancellation Mechanism:**

23 51. In addition to the above failures, throughout the Class Period, Defendant has failed,
24 and continues to fail, to provide the Representative Plaintiff and Class Members with a retainable
25 "acknowledgement" that includes the automatic renewal or continuous service offer terms,
26 cancellation policy, and information on how to cancel, in violation of Cal. Bus. & Prof. Code §
27 17602(a)(3). Upon concluding the sales process for purchasing one of Defendants' advertising
28

1 services, Defendants failed to provide information, such as a downloadable or printable document
 2 or other retainable format, which sets forth the terms of the automatic renewal or continuous service
 3 offers, the cancellation policies applicable to the advertising services provided by Defendants, or
 4 any information on how to cancel the services contract.

5
 6 52. Defendants have therefore violated the requirements of Bus. & Prof. Code §
 7 176012(a)(3), such that the Representative Plaintiff and putative Class Members are entitled to the
 8 relief under Cal. Bus. & Prof. Code § 17603, including, inter alia, restitution of the monies paid to
 9 Defendant for such Subscriptions and retention of the goods purchased through such Subscriptions
 10 as an “unconditional gift.”

11 53. WHEREFORE, based on the above violations of their lawful rights, the
 12 Representative Plaintiff and putative Class Members seek relief as requested herein.

13
 14 **SECOND CAUSE OF ACTION**
 15 **-Violation of the Unfair Competition Law -**
 16 **Bus. & Prof. Code § 17200, et seq.**
 17 **(By Plaintiff against All Defendants, Class Action Claim)**

18 54. Plaintiff hereby alleges and incorporates by reference as though set forth fully
 19 herein, the allegations contained in each preceding paragraphs above.

20 55. Defendant engages in business practices, offers its products and services, and
 21 advertises its products and services to consumers within the State of California. In so doing,
 22 Defendant has a duty to comply with applicable laws protecting against, inter alia, unlawful and
 23 unfair business practices and acts, as prohibited by Bus. & Prof. Code § 17200, et seq., also known
 24 as the Unfair Competition Law (hereinafter “UCL”).

25 56. Section § 17204 of the UCL allows “a person who has suffered injury in fact and has
 26 lost money or property” to prosecute a civil action for violation of the UCL individually and on
 27
 28

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1 behalf of a class of similarly situated individuals affected by the unlawful or unfair business
2 practices or acts.

3 57. Defendant has engaged in numerous acts and/or a pattern and practice of unlawful
4 and unfair business practices within the State of California, in violation of the UCL. These illegal
5 business practices and acts include failing to provide consumers, such as the Representative
6 Plaintiff and Class Members, with notices and disclosures in compliance with the Automatic
7 Renewal Law, Bus. & Prof. Code § 17600 et seq. corresponding to Defendant's sale of advertising
8 services. In particular, as set forth more fully herein above, Defendant failed and continues to fail to
9 comply with the requirements of § 17602(a)(1) through (3).
10

11 58. For at least the last four years, Defendant has committed unlawful and unfair
12 business acts and practices, as defined by the UCL, based on its violations of the Automatic
13 Renewal Law.
14

15 59. The Representative Plaintiff and putative Class Members have standing to pursue
16 this claim because they have suffered injury in fact by, among other things, having lost money
17 which they paid for Defendant's service, which do not comply with applicable laws.

18 60. As a result of its conduct, Defendant has been unjustly enriched and should be
19 disgorged of profits realized from its unlawful business practices. Plaintiffs and other members of
20 the general public have no other adequate remedy of law in that, absent equitable relief from the
21 Court, Defendant is likely to continue to injure consumers, reap unjust enrichment, and harm the
22 public interest, thus engendering a multiplicity of judicial proceedings.
23

24 61. WHEREFORE, based on the above violations of their lawful rights, the
25 Representative Plaintiff and Class Members seek relief as requested herein.
26
27
28

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THIRD CAUSE OF ACTION
- Injunctive Relief -
Cal. Bus. & Prof. Code § 17535
(By Plaintiff against All Defendants, Class Action Claim)

62. Plaintiff hereby alleges and incorporates by reference as though set forth fully herein, the allegations contained in each preceding paragraphs above.

63. Bus. & Prof. Code § 17535 allows “any person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the UCL. An individual aggrieved as such may bring an action on behalf himself or herself and others similarly situated who are affected by the unlawful and/or unfair business practice.

64. For at least the last four years, Defendant has committed unlawful and/or unfair business acts and practices within the meaning of the UCL based on its violations of the Automatic Renewal Law, Bus. & Prof. Code § 17601 et seq., as set forth above.

65. As a direct and proximate result of Defendant's unlawful and/or unfair business acts and practices, described herein, Defendant has received and continues to hold unlawfully obtained money belonging to the Representative Plaintiff and Class Members in the form of payments made by them for Defendant's service. Defendant has profited from its unlawful and unfair acts and practices in the amounts of those payments and interest accrued thereon.

66. Representative Plaintiff and similarly situated Class Members are entitled to injunctive relief and/or restitution pursuant to Cal. Bus. & Prof. Code § 17535 and interest thereon for all monies paid by Class Members under the agreements for the last four years preceding the filing of this legal action through the date of such restitution, at rates specified by law. Defendant should be required to disgorge all profits and gains it has reaped and should be ordered to restore those profits and gains to Representative Plaintiff and Class Members, from whom they were unlawfully taken.

COMPLAINT/DEMAND FOR JURY

83. As a result of Damien Halliburton's misrepresentations, Plaintiff has been forced to pay for an additional year of service.

1. That the court certify this matter as a class action;
2. That Plaintiff be designated as the class representative;
3. That Counsel for Plaintiff be designated as class counsel;
4. That Defendants be found to have violated California Bus. & Prof. Code § 17602

(a)(2) by improperly charging Plaintiff and the putative class payments through an automatic

1 renewal program or process without first obtaining the affirmative consent of Plaintiff and the
2 putative class;

3 5. That Defendants be found to have engaged in unfair business practices for the
4 conduct described herein;

5 6. That Plaintiff and the putative class receive full restitution of the amount of the
6 monies improperly paid to Defendants, in an amount to be proven at trial;

7 7. That Defendants pay all damages owed;

8 8. That Defendant pay reasonable costs, attorneys' fees, and pre-judgment interest;

9 9. That Defendants be enjoined from continuing with their automatic renewal program
10 in California;

11 10. That Plaintiff be awarded general damages against Defendant Damien Halliburton.
12

13 Date: June 21, 2018

14 Respectfully Submitted,

15 McCATHERN LLP

16 By:

17 
18 EVAN SELIK
19 Attorneys for Plaintiffs, CONNIE LOPEZ
20 DBA BUILDING BLOCKS PRESCHOOL
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McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

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DEMAND FOR JURY TRIAL

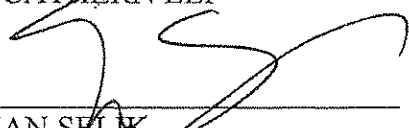
Plaintiff hereby demands a jury trial for all claims so triable.

Date: June 21, 2018

Respectfully Submitted,

McCATHERN LLP

By:



EVAN SELIK

Attorneys for Plaintiffs, CONNIE LOPEZ
DBA BUILDING BLOCKS PRESCHOOL

McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150



Customer Id:8307345459

12/16/2015 - 10:48PM

Advertising Contract

Page 1 of 2

Sales Rep: DAMIEN HALLIBURTON
 (800) 479-2977
 4160 TEMESCAL CANYON RD, STE 401
 CORONA, CA 92883
 Fax (951) 774-4088
 Customer Service: (800)-479-2977

Customer Id: 8307345459

Building: Blocks Pre-School

Terms and Conditions v.10/16/2015

Summary of Advertisement

Product	Issue	Final Date For Changes	New Monthly Amount	Contract Total
SIMI VALLEY MOORPARK INTERNET (SIMI)			\$141.50	

Monthly Print Amount	\$0.00
Monthly Internet Amount	\$141.50

Refer to T&C at www.yp.com.



Customer Id:8307345459

12/16/2015 - 10:48PM

Advertising Contract

Page 2 of 2

INTERNET	MONTHLY
Total Saving:	\$9.50
New Internet Monthly Total:	\$141.50
One Time Charge:	\$0.00

IMPORTANT - READ CAREFULLY BEFORE SIGNING: THE AGREEMENT BETWEEN ADVERTISER AND PUBLISHER REGARDING THE SERVICES DESCRIBED IN THIS ORDER CONSISTS OF THE FOLLOWING, ALL OF WHICH ARE INCORPORATED BY REFERENCE: (A) THIS ORDER; (B) THE ADVERTISER GENERAL TERMS AND CONDITIONS LOCATED AT YP.COM/ABOUT/LEGAL ("LOCAL GENERAL TERMS") OR, AS APPLICABLE, THE ADVERTISER GENERAL TERMS AND CONDITIONS - NATIONAL, LOCATED AT YP.COM/ABOUT/LEGAL ("NATIONAL GENERAL TERMS"); EACH AS APPLICABLE, THE "GENERAL TERMS"; (C) THE SERVICES TERMS, LOCATED AT YP.COM/ABOUT/LEGAL ("YP SERVICES TERMS"); (D) THE TERMS OF SERVICE AND USE, LOCATED AT YP.COM/ABOUT/LEGAL; AND (E) ANY OTHER TERMS REFERENCED IN THE GENERAL TERMS. ALL AS IN EFFECT ON THE DATE OF THIS ORDER. IN ADDITION TO BEING LOCATED AT YP.COM/ABOUT/LEGAL, OUR CUSTOMER SERVICE DEPARTMENT CAN PROVIDE YOU THE FOREGOING DOCUMENTS UPON REQUEST. THE AGREEMENT INCLUDES IMPORTANT LEGAL TERMS, WITHOUT LIMITATION: PERFORMANCE DISCLAIMERS, DIRECTORY DISTRIBUTION DISCLAIMERS, ADVERTISER'S WARRANTIES AS TO ADVERTISER'S INTELLECTUAL PROPERTY RIGHTS, ADVERTISER INDEMNITY OBLIGATIONS, FORUM AND VENUE LIMITATIONS, AND LIMITATIONS ON PUBLISHER'S LIABILITY. IF AN ORDER INCLUDES SERVICES PURSUANT TO WHICH PUBLISHER MAY, IN ITS SOLE DISCRETION, PLACE ADVERTISING ON ADVERTISER'S BEHALF IN VARIOUS MEDIA OR CHANNELS OF DISTRIBUTION (E.G., MCD), THEN ADVERTISER AGREES AND UNDERSTANDS THE TERMS APPLICABLE TO ALL SUCH MEDIA OR CHANNELS OF DISTRIBUTION IN WHICH ADVERTISING IS PLACED BY PUBLISHER. IN ADDITION TO THOSE TERMS SPECIFIC TO THE PRODUCT ITSELF, SHALL APPLY, ADVERTISER HAS REVIEWED IN DETAIL, EITHER ELECTRONICALLY OR IN PRINT, AND HEREBY APPROVES ALL OF THE MATERIALS ASSOCIATED WITH OR INCORPORATED BY REFERENCE INTO THIS AGREEMENT. ADVERTISER PROMISES TO PAY THE TOTAL INITIAL AMOUNT DUE UNDER THIS AGREEMENT AND TO PAY THE REMAINING CHARGES AGREED TO HEREIN, PLUS ALL APPLICABLE TAXES, LATE PAYMENT CHARGES AND COLLECTION ACTIVITY FEES AS BILLED UNTIL PAID IN FULL, INCLUDING MONTHLY CHARGES FOR ANY PRINT DIRECTORY EXTENSION. IF NOT PAID IN FULL UPFRONT, ADVERTISER'S ACCOUNT SHALL BE SUBJECT TO CREDIT APPROVAL AND \$25 MINIMUM MONTHLY BILLING. IF ADVERTISER DOES NOT ACCEPT ALL OF THE TERMS OF THE AGREEMENT, ADVERTISER MAY CANCEL THIS ORDER AND TERMINATE THE AGREEMENT BY WRITTEN NOTICE TO PUBLISHER, WITHIN TEN DAYS OF THE DATE OF THIS ORDER AS PROVIDED IN THE GENERAL TERMS. IF NOT CANCELLED WITHIN THE 10-DAY CANCELLATION PERIOD, ADVERTISER WILL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS OF THE AGREEMENT. WITH RESPECT TO PD ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND PRINT MEDIA LLC AND ITS SUBSIDIARIES. WITH RESPECT TO INTERNET ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND YP LLC AND ITS SUBSIDIARIES. SEE THE GENERAL TERMS FOR MORE INFORMATION. REFERENCES HEREIN TO "PUBLISHER" SHALL BE DEEMED TO MEAN INDIVIDUALLY AND OR COLLECTIVELY, AS THE CONTEXT REQUIRES, PRINT MEDIA LLC AND ITS SUBSIDIARIES AND YP LLC AND ITS SUBSIDIARIES. BY YOUR SIGNATURE BELOW, YOU WARRANT THAT YOU HAVE RECEIVED A COPY AND HAVE READ THIS AGREEMENT, INCLUDING ALL OF ITS PARTS, THAT YOU HAVE FULL AUTHORITY TO SIGN FOR AND BIND ADVERTISER AND THAT YOU AGREE TO ALL THE TERMS OF THIS AGREEMENT.

Connie Lopez
 Printed Name
 owner
 Title

Customer Signature
 Date

By signing above, Advertiser is authorizing Publisher to use ANY artwork submitted at ANY time by Advertiser in ANY Advertising that Advertiser orders. I understand my items may publish and begin billing between 24 hours and 6 weeks of signature depending on the amount of time it takes to fulfill them.
 _____ (Customer initials here)



* 20183073454595MICA1.0116 *

Rep ID 405725 - DAMIEN HALLIBURTON
 (800) 479-2977
 Customer Service: (800)-479-2977

Refer to T&C at www.yp.com.

ADVERTISER GENERAL TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO YOUR ORDER ARE REFERENCED HEREIN AND, UNLESS OTHERWISE INDICATED, LOCATED AT YP.COM/ABOUT/LEGAL.

This Agreement for Advertising Services (this "Agreement") is between the Advertiser and (x) to the extent this Agreement relates to PD Advertising (as defined in the Services Terms in effect from time to time), Print Media LLC and its subsidiaries (collectively, "Print Media") and (y) to the extent this Agreement relates to services other than PD Advertising, including, without limitation, IDL Services, Website Services, Listings Manager, SEO Services, Multimedia Services, SEM Services, PPC Services, Direct Messaging Services, TextMarketing Services, Display Services, CDL Services, Targeting Services, Proxy Services, Tracking Mechanisms, Action Delivery Commitments, Barcode Services, Call Recording Services and CAP Service (each as defined in the Services Terms in effect from time to time) (collectively "Internet Advertising"), together with PD Advertising, collectively, "Advertising", YP LLC and its subsidiaries (collectively, "YP"). Print Media or YP, as applicable, are each individually, or, as the context requires, collectively, referred to elsewhere in the Terms & Conditions (as defined below) as the "Publisher". YP and Print Media are collectively referred to as the YP Parties.

This Agreement consists of: (a) any order page or insertion order submitted by the advertiser (the "Advertiser") set forth on the applicable Order and accepted by Publisher (each, an "Order"); (b) these Advertiser General Terms and Conditions ("General Terms"); (c) the "Advertiser Services Terms", located at yp.com/about/legal ("Services Terms"); (d) the "Terms of Service and Use" located at yp.com/about/legal; and (e) any other terms as provided herein, all as in effect on the date of the Order. The Order, the Services Terms, the Terms of Service and Use and such other terms are expressly incorporated herein by reference. (General Terms, Terms of Service and Use, and Services Terms are collectively referred to as, "Terms & Conditions"). In the event of any conflict between the Services Terms and the General Terms, the Services Terms will prevail with respect to the particular Advertising or Service. In the event of a conflict between the Terms & Conditions and an Order, the Terms & Conditions will prevail. In the event of any other conflict among the Terms & Conditions, the General Terms will prevail. If Advertiser does not accept the Terms & Conditions, Advertiser must cancel all Orders within the Cancellation Period as described in Section 3 below.

1. Advertising and Services; Ad Materials; Fulfillment. Each Order will set forth the advertising or promotional message(s) that Advertiser desires to have placed with respect to the Advertising and the services to be performed by Publisher, which may include the placement of Advertising (the "Services"). Advertiser is responsible for all artwork, copy, and all other information and materials made available to Publisher by or on behalf of Advertiser or that Advertiser authorizes Publisher to utilize (including Advertiser Generated Content, as defined below, "Ad Materials"). Any estimates of performance are provided for informational purposes only, and do not constitute, and shall not be considered, a guarantee of performance or a guarantee of return. Publisher reserves the right, on behalf of itself and any of its third-party service providers ("Suppliers"), not to place, publish, and/or distribute any Advertising or Ad Materials for any or no reason, including not meeting Publisher's or Suppliers' specifications or standards, and Advertiser acknowledges and agrees that neither Publisher nor Suppliers shall be liable for not placing, publishing or distributing any Advertising. At their sole election, Publisher and/or Suppliers may, but are not required to, alter the Advertising or Ad Materials in order to meet publication specifications with or without notice or obligation to Advertiser. Advertiser waives any right to inspect, review or approve the finished Advertising. Publisher may take all actions reasonably necessary for the fulfillment of an Order ("Fulfillment"), including but not limited to provisioning, displaying, publishing, distributing, or otherwise placing Advertising into the stream of public commerce or making Advertising or a Service accessible to/by an end user. Publisher reserves the right to begin Fulfillment, without notice to Advertiser and when Publisher determines Advertising is ready for Fulfillment, using a template, placeholder or other substitute chosen by Publisher, if Publisher determines in its sole discretion that, following an executed Order, Fulfillment of Advertising will be delayed due to Advertiser's action, inaction or omission. UNLESS OTHERWISE AGREED TO IN WRITING, PUBLISHER MAKES NO WARRANTY REGARDING THE APPLICABILITY OF ANY REQUIREMENTS, STANDARDS AND/OR PRACTICES OF A LEGAL, REGULATORY, SELF-REGULATORY, AND/OR ETHICAL NATURE (COLLECTIVELY "REGULATIONS") TO ANY ADVERTISING OR WITH RESPECT TO ANY COMPLIANCE THEREWITH. EACH ADVERTISER IS SOLELY RESPONSIBLE FOR ENSURING ITS OWN COMPLIANCE WITH REGULATIONS APPLICABLE TO IT AND/OR ITS ADVERTISING.

2. Term. Only Publisher's performance of Services under an Order will constitute Publisher's acceptance of the Order. The term of this Agreement commences upon Publisher's acceptance of the first Order hereunder and will continue for an initial period as set forth in the Order (and if not set forth therein, then 12 months). The term of this Agreement will automatically renew, unless terminated as set forth in this Agreement for a like term under the then-current Terms & Conditions. If no deadline for cancelling the renewal of an Order is set forth therein, Advertiser will be responsible for obtaining the deadline for cancelling the renewal of such Order by calling Publisher's Customer Service Office at the number specified therein.

3. Cancellation of Orders. Advertiser may cancel this Agreement only by written notice, sent by an authorized representative of Advertiser, within ten days of execution or authorization of this Agreement (the "Cancellation Period"), sent during the Cancellation Period by email, to customer.care@yp.com. After the Cancellation Period, if Advertiser requests cancellation and such cancellation is reasonably practicable to Publisher, then the unpaid balance for the remainder of the term for the applicable Advertising and/or Services shall become immediately due and payable and any and all priority regarding the placement or positioning of Advertising and/or performance of Services under this Agreement will be extinguished.

4. Termination by Publisher. Either Publisher may terminate this Agreement or any Order, in whole or in part with respect to the Fulfillment of Advertising by such Publisher, at any time upon written notice, including via email, to Advertiser. If Publisher intends to cease the provision of a particular Service, Publisher may, at its discretion, substitute the performance of substantially similar Services on the terms and conditions then applicable to such Service. If Publisher ceases to provide a Service and does not substitute a substantially similar Service, then the portions of each Order for the performance of such Service will terminate automatically. In addition, Publisher may terminate, remove, and/or suspend any or all Advertising or Services upon Advertiser's failure to pay any amount when due as set forth herein. Publisher, in its sole discretion, may repurpose and/or reallocate any resources, including advertising and/or media inventory, which may have been allocated toward the use or support of the Services, and Advertiser shall have no rights with respect to any such resources and/or Services.

5. Payment, Billing, and Collections.

(a) All charges for Advertising and Services will be due and payable upon commencement of Publisher's delivery of the Advertising or performance of the Services. If Publisher issues an invoice to Advertiser, the invoiced amount will be due in full and without setoff on or before the due date set forth in such invoice (or, if no due date is set forth in the invoice, within 30 days after the date of the invoice). All payments are non-refundable. Publisher reserves the right to require partial or full payment in advance or to charge Advertiser a reasonable fee beyond anything specified on the applicable Order for requests that exceed Publisher's customary services. Publisher has the right to allocate and apply periodic payments received from Advertiser to and among charges owed by Advertiser as it sees fit, including those that are separately billed, and as among Print Media and YP. Advertiser will pay all sales, use, or other local, state, federal, foreign, or other taxes or governmental fees arising out of or in connection with this Agreement, other than taxes based on Publisher's net income. If more than one person/entity requests Advertising under this Agreement or any Order, all such persons/entities will be jointly and severally liable for all charges due and payable under this Agreement. YP may issue invoices and, to the extent specified in such invoices receive payments, on behalf of Print Media and may engage one or more billing agents to do so on behalf of YP or Print Media. Publisher may, in any Order or invoice, that payment be made to an escrow account, lockbox, trustee or other designee to receive payment on behalf of either or both of YP and Print Media. If so directed by either Publisher, the Advertiser agrees to submit such payment to the applicable Publisher or its designee and will be deemed to have satisfied its payment obligations with respect to such Order upon receipt by such Publisher or its designee of full payment amount due.

(b) Late payments will accrue interest at a rate of 1.5% per month (or the highest lawful rate, if less). Advertiser will pay attorneys' fees and internal and external costs that Publisher and/or its agents incur in collecting any unpaid amounts in addition to a collection activity fee of \$25 for each month that Advertiser does not pay Publisher the full amount of charges due by the invoice due date. Advertiser agrees that the collection activity fee is not an interest charge for the time value of unpaid money and recovers costs that are different from the costs recovered by the late payment interest charge described in this Section.

(c) Advertiser may agree, in writing or by electronic authorization, to make single or recurring payments electronically via credit card or by automatic debits to Advertiser's bank account via automated clearinghouse (ACH). Publisher may condition its acceptance of electronic payments upon Advertiser's completion of one or more separate authorization forms. Unless otherwise specified at the time Advertiser agrees to recurring electronic payments, the applicable automatic payment will be deducted on the due date of each invoice. Authorization for recurring electronic payments will remain in full force and effect until 15 days following the date Publisher has received express written notification of Advertiser's intention to cancel such authorization (the "Authorization Termination Date"), and automatic deductions that were submitted for processing prior to the Authorization Termination Date may still be processed. Advertiser hereby releases Publisher and its Suppliers, including any payment processors, from any and all claims arising from the use of any means of electronic and/or automatic payment method, including any fees associated therewith.

(d) Publisher may disclose any or all information it has concerning Advertiser to any YP Party and/or any third parties, including credit-reporting agencies. If Advertiser applies for business credit and is denied, Advertiser has the right to a written statement of the specific reasons for the denial, which Advertiser may obtain by contacting Publisher within 60 days after Advertiser is notified of the decision at YP (Attn: Print Media, if relating to PD Advertising), 909 Chestnut, 12th Floor, St. Louis, MO 63101, Attention: Credit Manager. Publisher will send Advertiser a written statement of reasons for the denial within 30 days of receiving Advertiser's request. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

6. Inactivity. If Advertiser fails to claim funds remaining on account with Publisher within 180 days of the last date upon which Publisher performed Services under the applicable Order, Advertiser will pay Publisher a reasonable fee for the maintenance and administration of those funds equal to \$25 per month. Publisher may deduct this fee from Advertiser's funds on account until the funds are transferred to Advertiser or exhausted. If Advertiser fails to claim any non-cash credit issued by Publisher within 180 days, Advertiser will be deemed to have waived such credit and will have no claim to the credited amounts.

7. Bundles and Incentive Pricing. If an Order provides for Advertising and/or Services at bundled, unitary, promotional, or incentive pricing (each, a "Bundle"), Publisher's commencement of performance of Services provided as part of a Bundle will constitute commencement of performance for all Services within the same Bundle. Cancellation of part of a Bundle will not relieve Advertiser's obligation to pay the full price for the Bundle. Cancellation of, or failure to pay for part of, a Bundle may result in incentive pricing reverting to the full undiscounted rate for same, which Advertiser shall be obligated to pay.

8. Comprehensive Advertising Plans. If an Order includes Services pursuant to which Publisher may, in its sole discretion, place Advertising on Advertiser's behalf in various media or channels of distribution (e.g., MC2), then Advertiser agrees and understands the terms applicable to all such media or channels of distribution in which Advertising is placed by Publisher, in addition to those terms specific to Comprehensive Advertising Plans, shall apply, and all such terms are located at yp.com/about/legal.

9. Supplemental Advertising. Recognizing that the essential value of the Services is the dissemination of information to facilitate and encourage individuals to visit, contact, and/or learn more about

Advertiser, Publisher may, in its sole discretion and without cost to the Advertiser, display the Ad Materials in additional media or channels of distribution other than the media or channels of distribution set forth in the applicable Order ("Supplemental Advertising"). Consistent with Section 11 of these General Terms and Conditions, Advertiser, for itself and any third party with an interest in or to Ad Materials, grants Publisher a nonexclusive, worldwide license, to use the Ad Materials in Supplemental Advertising, and Advertiser agrees that these General Terms and Conditions apply to Supplemental Advertising. Publisher may from time to time provide notice to Advertiser that Publisher intends to provide Supplemental Advertising to Advertiser, and Advertiser's failure to object to the provision of Supplemental Advertising shall constitute Advertiser's confirmation that Publisher is both authorized to provide Supplemental Advertising and also that such Supplemental Advertising is governed by the parties' Agreement (including these General Terms and Conditions).

10. Warranties, Covenants, and Consents. Advertiser warrants and covenants to Publisher, its parent(s), subsidiaries, affiliates, and Suppliers, and their respective directors, officers, employees, and agents (the "Publisher Parties") that: (a) Advertiser owns or otherwise controls all necessary rights to any trademark, service mark, logo, name, message, data, image, text, photos, graphics, audio, video or other material or intellectual property contained or embodied in any Ad Materials, and Advertiser will maintain such ownership or control throughout the term of this Agreement;

(b) Advertiser is a business and not a consumer and it is at all times solely responsible for the truthfulness and accuracy of all of Advertiser's Advertising, and Advertiser will not, and will not allow any third party to, submit any Ad Materials that, or use the Services in any manner that: (i) violates any law, regulation, or industry guidelines; (ii) is harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful, or abusive; (iii) infringes any third party's patent, trademark, trade secret, copyright, other intellectual property rights, or other rights (collectively, "IP Rights"); (iv) advocates or solicits violence, criminal conduct, or the violation of any local, state, national or international law or the rights of any third party; (v) is deceptive in any way or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity; (vi) provides

material support or resources (or conceals or disguises the nature, location, source or ownership of same) to any organization designated by the U.S. government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or (vii) reproduces, sells, resells, or exploits for any commercial purpose any portion of, use of, or access to the Services;

(c) Advertiser will provide Publisher all information, materials, consents, and authorizations necessary for Publisher to place and publish the Advertising or to perform the Services, and will do so in a timely manner;

(d) Advertiser will not and will not allow anyone working for it to: (i) engage in any form of spamming or improper (as determined by Publisher) clicking, impression generation, e-mailing, texting, or marketing in connection with the Advertising and/or Services; (ii) access any YP Party's network or system for any purpose other than internal use to access Services and/or manage its accounts(s); (iii) interfere or attempt to interfere with the proper working of any YP Party's network or system; and/or (iv) use any data from any YP Party's network and/or system for any purpose outside of the limited purpose contemplated by this Agreement and the applicable Order;

(e) Advertiser shall be solely responsible for all fees, royalties, and other amounts of any kind or nature payable in connection with Advertising: (i) to record companies, artists, and all other royalty participants resulting from exploitation of any copyrighted materials ("Compositions"); (ii) to publishers or other owners of Compositions or under union or guild collective bargaining agreements; (iii) to third parties in connection with the use of their names, images, voices, or likenesses as part of any Advertising; and (iv) to any and all other third parties with respect to the provision, receipt, or use of Services; and

(f) Advertiser hereby provides Publisher with Advertiser's express consent to receive telephone calls, e-mails, faxes and other communications made or sent by or on behalf of Publisher Parties that are related to Publisher's services, including future services. Moreover, with respect to such communications, Advertiser further waives all provisions of state and federal so-called "Do Not Call," "Do Not E-mail," and "Do Not Fax" laws. Further, and without limiting the generality of the foregoing, Advertiser agrees that, by providing any telephone number (including a mobile telephone number) to Publisher or anyone acting on Publisher's behalf, Advertiser hereby provides express consent to receive autodialed and/or pre-recorded calls, including telemarketing calls and SMS messages, made or sent by or on behalf of Publisher Parties. This consent applies to any and all accounts that Advertiser has with Publisher Parties, or may have in the future, absent instructions to the contrary.

11. Intellectual Property. Advertiser, for itself and any third party with an interest in or to Ad Materials, grants Publisher a nonexclusive, worldwide license, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform, reproduce, promote, resize, rearrange, modify, and otherwise use the Ad Materials in any media or service, in whatever format, now or in the future, provided that such use is pursuant to this Agreement and/or in furtherance of distribution of Advertising on behalf of Advertiser. In addition, Publisher shall have the irrevocable right to use the Ad Materials in any materials, advertising, promoting, and/or publicizing Publisher's services and/or products. Except as otherwise provided herein, as between the parties, the applicable Publisher owns all IP Rights in and to the Advertising, the Services and all information, materials, logos, software, or other tools or information used to develop or display the Advertising or to provide the Services. Advertiser may not reproduce the Advertising, any medium in which such artwork is distributed or any Publisher-developed artwork for any purpose without the express prior written permission of Publisher.

12. Collection and Use of Data. Publisher may collect, disclose, and use data concerning the delivery of Advertising, individuals' interactions with Advertising, and the performance and receipt of the Services in accordance with Publisher's Privacy Policy and the applicable Services Terms, both located at yp.com/about/legal.

13. Advertiser Generated Content. Publisher will have no obligation to investigate or confirm, and does not in any way endorse, the accuracy, legality, legitimacy, validity, suitability, or reliability of any content directly generated or controlled by Advertiser, its representatives, employees, contractors (other than Publisher), or agents ("Advertiser Generated Content"), including any of the products, services, offers, deals, coupons, or other promotional materials or representations contained or referenced in the Advertising. Publisher makes no representations or warranties whatsoever concerning any products or services advertised, sold, or provided by Advertiser (including, without limitation, the quality, safety, or legality of such products or services or the sale thereof), or any offers, deals, coupons, or other promotional materials or representations contained or referenced in any Advertiser Generated Content. Any commercial, sales, use, membership, subscription, affiliation, participation, or promotional relationship Advertiser may create with any third party, including obligations undertaken by Advertiser with respect to payment and delivery of related goods or services, and any other terms, conditions, and warranties or representations associated with such dealings, are solely between Advertiser and such third party. Advertiser will be solely liable to any third party claimant with respect to the content of the Advertiser Generated Content.

14. Suppliers. (a) Publisher may have entered into one or more contracts with Suppliers in connection with the performance of Services. Advertiser consents to the use of any Supplier that Publisher deems suitable for the purpose in question and agrees that the use of any such Supplier does not limit Advertiser's obligations to Publisher pursuant to the terms of this Agreement. Publisher may provide Suppliers with all relevant information regarding the Advertiser in connection with the performance of Services.

(b) Representatives of Suppliers, including representatives who may be visiting locations designated by the Advertiser (e.g., recording audio, video, taking photographs) will be employees and/or contractors of the Suppliers and will not be employees of Publisher. By signing the applicable Order, Advertiser directs Publisher to have Suppliers contact Advertiser directly about coordinating the same.

(c) Websites or other electronic portals operated by the Suppliers (each, a "Supplier Website") may have different terms of use than those applicable to Publisher's websites or electronic portals. Advertiser is solely responsible for investigating the terms of use, privacy policies, and/or other rules or requirements applicable to Supplier Websites. Publisher will have no obligation or liability to Advertiser with respect to any differences between the operation and administration of Publisher's websites or electronic portals and the Supplier Websites. Advertiser agrees to be bound by the applicable terms of use and/or other applicable terms of any applicable Supplier Website. Publisher is an intended third party beneficiary of any limitations of liability, representations, warranties and/or indemnities pursuant to the terms of use or similar terms of any Supplier Website.

(d) Other than liability incurred directly in connection with the performance of a Service, which shall be subject to all limitations of liability contained in the Agreement, Advertiser releases and holds Publisher Parties harmless for any claims, actions, losses, expenses, damages, costs, and/or liabilities that may arise as a result of the actions or inactions of Suppliers and/or their employees, contractors, or representatives. Any such claims, actions, losses, expenses, damages, costs, and/or liabilities shall be strictly between Advertiser and the applicable Suppliers.

15. Disclaimers. Advertiser acknowledges that the essential value of the Services is the dissemination of information facilitating individuals to visit, contact, and/or learn more about Advertiser, and that Publisher may, in its discretion, determine the method, scope and penetration of such dissemination (e.g., scope and penetration of directory distribution, delivery quantities, and geographic coverage of the Services). ADVERTISER ASSUMES ALL RISKS CONCERNING THE FUNCTIONALITY, PERFORMANCE, AND RESULTS OF THE ADVERTISING AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PUBLISHER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES TO ADVERTISER OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE), REGARDING THE FUNCTIONALITY, PERFORMANCE, OR RESULTS OF THE ADVERTISING OR THE SERVICES OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT. For the avoidance of doubt, no YP Party will be bound by, and Advertiser acknowledges that Advertiser is not relying on: (a) any representation or warranty concerning revenue, profit, return on investment, or results to be generated from its Advertising; (b) any representation or warranty regarding either the number, makeup, or distribution of people who will view Advertising and/or the residences or businesses that will access or receive the media containing the Advertising; (c) any representation, warranty, or covenant concerning the quantity, quality and/or validity of traffic, impressions, or interactions with or leads generated by Advertising; (d) any custom or prior course of dealing; or (e) the nature of others' advertising. Although Publisher will use commercially reasonable efforts to include any Ad Materials and/or design elements that Advertiser may reasonably request be included in the Advertising, subject to the procedures established by Publisher for that purpose, Publisher expressly disclaims any liability for failure to include, and Advertiser's payment obligations hereunder shall not in any way be contingent upon inclusion of, any such Ad Materials and/or design elements in the Advertising.

16. Infringement; Indemnity. If a third party claims, or if Publisher believes that a third party may claim, that any Advertising or Ad Materials, or the placement or publishing thereof, infringes any third party's IP Rights, Publisher may terminate this Agreement or an Order, in whole or in part, and/or reject, cancel, discontinue, or suspend the Services, in Publisher's sole discretion, without liability, until Advertiser has resolved the actual or potential third party claim to Publisher's satisfaction. Advertiser shall indemnify and hold harmless the YP Parties against all claims, actions, losses, expenses, damages, costs, and liabilities, including professional advisors' fees and other expenses incurred in the defense of any claims arising from this Agreement, including in connection with: (a) breaches of any warranty or covenant made herein; (b) the Ad Materials, Advertising, and Advertiser's requests for advertising and/or services; and (c) Advertiser's failure to honor any promise, offer, or other statement set forth in any Advertising, Ad Materials or Advertiser Generated Content.

17. Limitation of Liability. Any claim arising out of an error or omission in Publisher's performance of the Services must be made in writing by U.S. Certified Mail (return receipt requested) to Publisher (attn.: Print Media, as applicable) within six months of the first occurrence of such error or such claim shall be deemed waived. If the Services Terms (located at yp.com/about/legal) applicable to the Service out of which such claim arose provide for makegoods, then Publisher's compliance with its obligations with respect to such makegoods will constitute the Publisher Parties' sole obligation

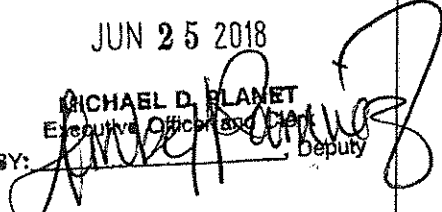
and Advertiser's sole and exclusive remedy for any breach of this Agreement relating to such Advertising or Service. In no event will the Publisher Parties' aggregate liability under this Agreement exceed the amount paid under the applicable Order for the specific Advertising and/or Service at issue. UNDER NO CIRCUMSTANCES WILL THE PUBLISHER PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, OR LOSS OF GOODWILL, FOR ANY REASON WHATSOEVER, INCLUDING THE RESULT OF ERRORS OR OMISSIONS, THE REJECTION OR REMOVAL OF ANY ADVERTISING, ANY DELAY IN DISPLAYING, PUBLISHER PARTIES' FAILURE TO DISPLAY OR DISTRIBUTE ADVERTISING, OR PUBLISHER PARTIES' FAILURE TO PERFORM SERVICES. PUBLISHER'S ACCEPTANCE OF THIS AGREEMENT AND THE RATES CHARGED FOR THE ADVERTISING AND OTHER SERVICES ARE BASED UPON THE LIMITATION OF THE PUBLISHER PARTIES' LIABILITY AS SET FORTH HEREIN. Advertiser may negotiate to pay additional charges (based on Publisher's sole assessment of risk factors) in lieu of this limitation of liability by calling Customer Service as listed on the applicable Order and entering into an agreement with Publisher providing otherwise. Such an agreement must be in writing, signed by both parties. Publisher has no obligation to accept or enter into such an agreement.

18. Force Majeure. Publisher will not have any liability to Advertiser, and Advertiser will remain responsible for all moneys owed to Publisher, if Publisher's performance of its obligations is delayed by the occurrence of: (a) fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, sabotage, embargo, government action or order, blackouts, epidemic or quarantine, strikes/labor difficulties, or any other similar cause; or (b) any event or circumstance within the control of, or caused by information provided by, Advertiser or a third party (including Suppliers).

19. Agency Relationship. Advertiser acknowledges and agrees that YP is authorized in its capacity as sales agent to exercise any right or remedy, accept or reject any Order for Advertising, give any consent, approval or notice, receive any notice or take any and all other actions under the Terms and Conditions on behalf of Print Media in Print Media's capacity as the Publisher of any PD Advertising. Advertiser acknowledges and agrees that by submitting any Order for PD Advertising to YP in its capacity as sales agent, regardless of whether such Order also includes an Order for Internet Advertising, Advertiser shall be deemed to have submitted such Order to and entered into a binding contract (i) with Print Media with respect to any PD Advertising and (ii) with YP or its subsidiaries (including YellowPages.com LLC) with respect to any Internet Advertising. Advertiser acknowledges and agrees that (i) Print Media shall be solely responsible for, the Fulfillment of any PD Advertising, and that YP shall not have any liability to Advertiser of any type or nature in connection with the Fulfillment of any PD Advertising and waives any claim or cause of action against YP in connection therewith and (ii) YP shall be solely responsible for, the Fulfillment of any Internet Advertising, and that Print Media shall not have any liability to Advertiser of any type or nature in connection with the Fulfillment of any Internet Advertising and waives any claim or cause of action against Print Media in connection therewith.

20. Miscellaneous; Exclusive Venue. This Agreement and all claims and disputes arising under or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law principles. Any action or proceeding arising under or relating to this Agreement shall be filed only in the United States District Court for the Northern District of Georgia or the Superior Court of DeKalb County, Georgia. Advertiser hereby consents and submits to the exclusive jurisdiction and venue of those courts and waives any objection based on the convenience of these exclusive venues. All claims and disputes arising under or relating to this Agreement shall be adjudicated on an individual basis, and Advertiser will not consolidate or seek class treatment for any claim unless previously agreed to in writing by Publisher. Publisher's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other communications, including all prior agreements, between the parties with respect to such subject matter. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Publisher may assign its rights and duties under this Agreement to any party at any time without notice to Advertiser; provided, that upon any such assignment, Advertiser hereby acknowledges and agrees that Publisher shall be released and discharged from further liabilities, duties and obligations hereunder; provided, further that such release and discharge shall not affect any rights of Publisher or liabilities, duties, and obligations owed by Advertiser to Publisher with respect to payments or other obligations due and payable or due to be performed on or prior to the date of such assignment. Advertiser's rights and duties under this Agreement are not assignable without the written consent of Publisher.

EXHIBIT D

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Evan Selik (Bar No. 251039) McCATHERN LLP 523 West Sixth Street Suite 830 Los Angeles, CA 90014 TELEPHONE NO.: 213-225-6150 FAX NO.: 213-225-6151 ATTORNEY FOR (Name): Plaintiffs, CONNIE LOPEZ dba BUILDING BLOCKS PRESCHOOL		FOR COURT USE ONLY VENTURA SUPERIOR COURT FILED JUN 25 2018 MICHAEL D. BLANET Executive Officer, Clerk of Court BY:  Deputy AMBER RAMIREZ	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA STREET ADDRESS: 800 S. Victoria Avenue MAILING ADDRESS: CITY AND ZIP CODE: Ventura, CA 93003-0001 BRANCH NAME: MAIN COURTHOUSE		CASE NAME: CONNIE LOPEZ dba BUILDING BLOCKS PRESCHOOL v. YP, HOLDINGS, LLC., 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)	
		56-2018-00514106-CU-BT-VTA 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 type="checkbox"/> Large number of witnesses |
| b. <input 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 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): Five; Violation of California Automatic Renewal, Injunctive Relief, Common Count, Negligent
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: June 21, 2018

Evan Selik (Bar No. 251039)

(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.

Page 1 of 2

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) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)	Breach of Rental/Lease	Construction Defect (10)
	Contract (<i>not unlawful detainer or wrongful eviction</i>)	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)	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 (<i>arising from provisionally complex case type listed above</i>) (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 (<i>not asbestos or toxic/environmental</i>) (24)	Insurance Coverage (<i>not provisionally complex</i>) (18)	Confession of Judgment (<i>non-domestic relations</i>)
Medical Malpractice (45)	Auto Subrogation	Sister State Judgment
Medical Malpractice—Physicians & Surgeons	Other Coverage	Administrative Agency Award (<i>not unpaid taxes</i>)
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 (<i>not specified above</i>) (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 (<i>non-harassment</i>)
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 (<i>non-tort/non-complex</i>)
Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)	Quiet Title	Other Civil Complaint (<i>non-tort/non-complex</i>)
Defamation (e.g., slander, libel) (13)	Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)	Miscellaneous Civil Petition
Fraud (16)	Unlawful Detainer	Partnership and Corporate Governance (21)
Intellectual Property (19)	Commercial (31)	Other Petition (<i>not specified above</i>) (43)
Professional Negligence (25)	Residential (32)	Civil Harassment
Legal Malpractice	Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)	Workplace Violence
Other Professional Malpractice (<i>not medical or legal</i>)	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	

EXHIBIT E

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA**

800 South Victoria Avenue
Ventura, CA 93009
(805) 289-8525
WWW.VENTURA.COURTS.CA.GOV

NOTICE OF CASE ASSIGNMENT AND MANDATORY APPEARANCE

Case Number: 56-2018-00514106-CU-BT-VTA

Your case has been assigned for all purposes to the judicial officer indicated below.

A copy of this Notice of Case Assignment and Mandatory Appearance shall be served by the filing party on all named Defendants/Respondents with the Complaint or Petition, and with any Cross-Complaint or Complaint in Intervention that names a new party to the underlying action.

ASSIGNED JUDICIAL OFFICER	COURT LOCATION	DEPT/ROOM
Hon. Kent Kellegrew	Ventura	21
HEARING MANDATORY APPEARANCE CMC/Order to Show Cause Re Sanctions/Dismissal for Failure to File Proof of Service/Default		
EVENT DATE	EVENT TIME	EVENT DEPT/ROOM
11/21/2018	08:15 AM	22B

SCHEDULING INFORMATION

Judicial Scheduling Information

AT THE ABOVE HEARING IS MANDATORY.

Each party must file a Case Management Statement no later than 15 calendar days prior to the hearing and serve it on all parties. If your Case Management Statement is untimely, it may NOT be considered by the court (CRC 3.725).

If proof of service and/or request for entry of default have not been filed: At the above hearing you are ordered to show cause why you should not be compelled to pay sanctions and/or why your case should not be dismissed (CCP 177.5, Local Rule 3.17).

Advance Jury Fee Requirement

At least one party demanding a jury trial on each side of a civil case must pay a non-refundable jury fee of \$150. The non-refundable jury fee must be paid timely pursuant to Code of Civil Procedure section 631.

Noticed Motions/Ex Parte Matters

To set an ex parte hearing, contact the judicial secretary in the assigned department. Contact the clerk's office to reserve a date for a law and motion matter.

Telephonic Appearance

Telephonic appearance at the Case Management Conference is permitted pursuant to CRC 3.670. In addition, see Local Rule 7.01 regarding notice to the teleconference provider. The court, through the teleconference provider, will contact all parties and counsel prior to the hearing.

Date: 06/27/2018

Clerk of the Court,
By: Amber Ramirez
Amber Ramirez, Clerk

EXHIBIT F

McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

1 Ari E. Moss (SBN 238579)
Moss Bollinger, LLP
2 15300 Ventura Blvd., Suite 207
Sherman Oaks, CA 91403
3 Ph: (310) 982-2984
4 Fax: (818) 963-5954
ari@mossbollinger.com
5
6 Evan Selik (SBN 251039)
McCATHERN LLP
523 West Sixth Street, Suite 830
7 Los Angeles, California 90014
8 (213) 225-6150 / FAX (213) 225-6151
ESelik@mccathernlaw.com

VENTURA
SUPERIOR COURT
FILED

SEP 19 2018

MICHAEL D. PLANET
Executive Officer and Clerk

BY: _____, Deputy

ELIZABETH MULLER

9 Attorneys for Plaintiffs, CONNIE LOPEZ DBA BUILDING BLOCKS PRESCHOOL

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF VENTURA**

13 CONNIE LOPEZ, dba BUILDING BLOCKS)	CASE NO. 56-2018-00514106-CU-BT-VTA
14 PRESCHOOL, and all others similarly)	
15 situated,)	NOTICE OF SUBMISSION OF PROOF
16)	OF SERVICE OF THE SUMMONS AND
17 Plaintiffs,)	COMPLAINT ON DEFENDANT, DEX
18 vs.)	MEDIA
19)	
20 YP, HOLDINGS, LLC; YP, LLC; DEX)	
21 MEDIA, DAMIEN HALLIBURTON, and)	
22 DOES 1-10 inclusive,)	
23)	
24 Defendants.)	
25)	
26)	
27)	
28)	

23 **PLEASE TAKE NOTICE** that Plaintiff hereby submits the proof service of the Summons
24 and Complaint/Demand for Jury Trial, Civil Case Cover Sheet, Notice of Case Assignment and
25 Mandatory Appearance on Defendant, Dex Media.

26 ///

27 ///

1 Said proof is attached hereto.

2 Date: September 17, 2018

Respectfully Submitted,

McCATHERN LLP

By:

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6 EVAN SELIK
Attorneys for Plaintiff, CONNIE LOPEZ
DBA BUILDING BLOCKS PRESCHOOL

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McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

POS-010

McCATHERN LLP 320 WEST 4TH STREET, SUITE 800 LOS ANGELES, CA 90014 Tel: (213) 225-0151 Fax: (213) 225-0151 E-Mail: info@mccatthern.com ATTORNEYS FOR DEFENSE - Plaintiff		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA STREET ADDRESS: 100 S. Victoria Avenue MAILING ADDRESS: Same As Above CITY AND STATE: VENTURA, CA 93003 COUNTY: VENTURA		
PLAINTIFF/PETITIONER: CONNIE LOPEZ (a/k/a) BUILDING BLOCKS PRESCHOOL, etc. DEFENDANT/RESPONDENT: YP, HOLDINGS, LLC, et al		CASE NUMBER: 56-2018-00514106-CU-BT-VTA
PROOF OF SERVICE OF SUMMONS		Ref No. or Index: MCCAT-0120368.CC

(Separate proof of service is required for each party served.)

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of:
 - ☒ Summons
 - ☒ Complaint
 - ☐ Alternative Dispute Resolution (ADR) package
 - ☒ Civil Case Cover Sheet
 - ☐ Cross-Complaint
 - ☒ Other (specify documents): Notice of Case Assignment and Mandatory Appearance
- Party served (specify name of party as shown on documents served):
DEN MEDIA
 - ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
CT CORPORATION SYSTEM, Agents for Service by serving to SATTIE JAIRAM, Process Intake
- Address where the party was served: 111 EIGHT AVE., 15TH FL, NEW YORK, NY 10010
- I served the party (check proper box)
 - ☒ by personal service. I personally delivered the documents listed item 2 to the party or person authorized to receive service of process for the party (1) on (date) 09/12/18 (2) at (time): 1:35PM
 - ☐ by substituted service. On (date) at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship) to person indicated in item 3)
 - ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ Proc § 415.20). I mailed the documents on (date) from (city) or ☐ a declaration of mailing is attached
 - ☐ I attach a declaration of diligence stating actions taken first to attempt personal service

Page 1 of 2

PLAINTIFFS/DEFENDANTS: CONNIE L GUEZ dba BUILDING BLOCKS PRESCHOOL, etc.	CASE NUMBER
DEFENDANT/RESPONDENT: YR HOLDINGS, LLC, et al.	56-2018-00514106-CU-BT-VTA

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid.
- (1) ☐ on (date): (2) ☐ from (city):
- (3) ☐ with two copies of the Notice and Acknowledgment of Receipt and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgment of Receipt) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant
- d. ☒ On behalf of (specify): DEX MEDIA

under the following Code of Civil Procedure section:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: Bobby Ali (NY DCA License #871612)
- b. Address: PO Box 881057 Los Angeles, California 90086
- c. Telephone number: (213) 975-9850
- d. The fee for service was: \$
- e. I am:

- (1) ☒ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b)
- (3) ☐ registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No:
- (iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 9/14/2018

Bobby Ali (NY DCA License #871612)

NOTARY PUBLIC, STATE OF CALIFORNIA - Commission Expires 09/20/2021



 (Signature)

EXHIBIT G

McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

Ari E. Moss (SBN 238579)
Moss Bollinger, LLP
15300 Ventura Blvd., Suite 207
Sherman Oaks, CA 91403
Ph: (310) 982-2984
Fax: (818) 963-5954
ari@mossbollinger.com

Evan Selik (SBN 251039)
McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, California 90014
(213) 225-6150 / FAX (213) 225-6151
ESelik@mccathernlaw.com

Attorneys for Plaintiffs, CONNIE LOPEZ DBA BUILDING BLOCKS PRESCHOOL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

CONNIE LOPEZ, dba BUILDING BLOCKS)	CASE NO. 56-2018-00514106-CU-BT-VTA
PRESCHOOL, and all others similarly)	
situated,)	NOTICE OF SUBMISSION OF PROOF
)	OF SERVICE OF THE SUMMONS AND
Plaintiffs,)	COMPLAINT ON DEFENDANT, YP
vs.)	HOLDINGS, LLC
)	
YP, HOLDINGS, LLC; YP, LLC; DEX)	
MEDIA, DAMIEN HALLIBURTON, and)	
DOES 1-10 inclusive,)	
)	
Defendants.)	
)	
)	

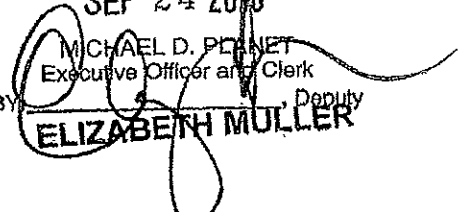
PLEASE TAKE NOTICE that Plaintiff hereby submits the proof service of the Summons and Complaint/Demand for Jury Trial, Civil Case Cover Sheet, Notice of Case Assignment and Mandatory Appearance on Defendant, YP, HOLDINGS, LLC.

///

///

VENTURA
SUPERIOR COURT
FILED

SEP 24 2018

MICHAEL D. PENNET
Executive Officer and Clerk
BY  Deputy
ELIZABETH MULLER

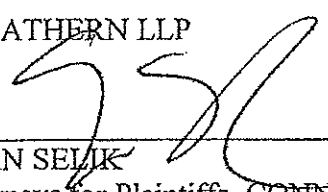
1 Said proof is attached hereto.

2 Date: September 20, 2018

Respectfully Submitted,

McCATHERN LLP

By:


EVAN SELIK
Attorneys for Plaintiffs, CONNIE LOPEZ
DBA BUILDING BLOCKS PRESCHOOL

McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

28

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): EVAN SELIK, ESQ. (SBN 251039) McCATHERN LLP 523 WEST 6TH STREET, SUITE 830 LOS ANGELES, CA 90014 TELEPHONE NO.: (213) 225-6150 FAX NO. (Optional): (213) 225-6151 E-MAIL ADDRESS (Optional): ESelik@mccathernlaw.com ATTORNEY FOR (Name): PLAINTIFFS	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA STREET ADDRESS: 800 S. VICTORIA AVENUE MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: VENTURA, CA 93003-0001 BRANCH NAME: MAIN COURTHOUSE	
PLAINTIFF/PETITIONER: CONNIE LOPEZ, dba BUILDING BLOCKS PRESCHOOL, etc. DEFENDANT/RESPONDENT: YP HOLDINGS, LLC; et al.	CASE NUMBER: 56-2018-00514106-CU-BT-VTA
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: MCCAT-0120474.GE

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ Summons
 - b. ☒ Complaint for Damages
 - c. ☐ Alternative Dispute Resolution (ADR) Information Packet
 - d. ☒ Civil Case Cover Sheet
 - e. ☐ Cross-Complaint
 - f. ☒ Other (specify documents): NOTICE OF CASE ASSIGNMENT AND MANDATORY APPEARANCE
3. a. Party served (specify name of party as shown on documents served):
YP HOLDINGS, LLC
- b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
CT CORPORATION SYSTEM, AGENTS FOR SERVICE By leaving with ALBERT DAMONTE, PROCESS SPECIALIST
4. Address where the party was served: 818 WEST 7TH STREET, SUITE 930, LOS ANGELES, CA 90017
5. I served the party (check proper box)
 - a. ☒ **by personal service.** I personally delivered the documents listed item 2 to the party or person authorized to receive service of process for the party (1) on (date): 09/13/2018 (2) at (time): 2:38 PM
 - b. ☐ **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ.Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

Page 1 of 2

PLAINTIFF/PETITIONER: CONNIE LOPEZ, dba BUILDING BLOCKS PRESCHOOL, etc.	CASE NUMBER:
DEFENDANT/RESPONDENT: YP HOLDINGS, LLC; et al.	56-2018-00514106-CU-BT-VTA

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid.
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the Notice and Acknowledgment of Receipt and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgment of Receipt). (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): YP HOLDINGS, LLC

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input checked="" type="checkbox"/> other: LIMITED LIABILITY COMPANY (CCP 17701.16) |

7. Person who served papers

- a. Name: EDUARDO ORDORICA
- b. Address: PO Box 861057, Los Angeles, California 90086
- c. Telephone number: (213) 975-9850
- d. The fee for service was: \$
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ registered California process server:
- (i) ☐ owner ☐ employee ☒ independent contractor.
- (ii) Registration No.: 2015012487
- (iii) County: LOS ANGELES

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 9/14/2018

EDUARDO ORDORICA

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

PROOF OF SERVICE

1013A(3) C.C.P. Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 523 West Sixth Street, Suite 830, Los Angeles, CA 90014.

On September 21, 2018, the foregoing documents described as:

**NOTICE OF SUBMISSION OF PROOF OF SERVICE OF SUMMONS AND
COMPLAINT ON DEFENDANT, YP HOLDINGS, LLC**

on interested parties in this action by placing () the original (x) a true copy thereof enclosed in a sealed envelope addressed as follows:

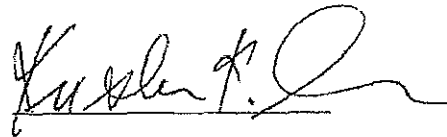
Ari E. Moss (SBN 238579)
Moss Bollinger, LLP
15300 Ventura Blvd., Suite 207
Sherman Oaks, CA 91403
Ph: (310) 982-2984
Fax: (818) 963-5954
ari@mossbollinger.com

☒ (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondences for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ (VIA FACSIMILE) I caused such document to be transmitted via facsimile. Such transmission was reported via facsimile confirmation sheet as complete and without error.

Executed on September 21, 2018 at Los Angeles, California.

(x) (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Krishna K. Anderson

McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: YP, HOLDINGS. LLC; DEX MEDIA,
(AVISO AL DEMANDADO): DAMIEN HALLIBURTON, and DOES 1-10
inclusive

YP LLC

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

VENTURA
SUPERIOR COURT
FILED

JUN 25 2018

MICHAEL D. PLANET
Executive Officer and Clerk

BY: *Amber Ramirez* Deputy

AMBER RAMIREZ *ARM*

YOU ARE BEING SUED BY PLAINTIFF: CONNIE LOPEZ dba
(LO ESTÁ DEMANDANDO EL DEMANDANTE): BUILDING BLOCKS
PRESCHOOL

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 desechar el caso.

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

VENTURA COUNTY SUPERIOR COURT
800 S. Victoria Avenue

CA
(N)

56-2018-00514106-CU-BT-VTA

Ventura, CA 93003-0001

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 Selik (Bar No. 251039)

213-225-6150

McCATHERN LLP

523 West Sixth Street

Los Angeles, CA 90014

DATE:

(Fecha)

JUN 25 2018

Clerk, by

(Secretario)

Deputy

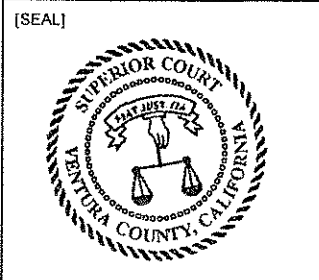
(Adjunto)

(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)).

AMBER RAMIREZ

[SEAL]



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: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

SUMMONS

How to add defendant onto summons to match complaint

JUN 25 2018

Ari E. Moss (SBN 238579)
Moss Bollinger, LLP
15300 Ventura Blvd., Suite 207
Sherman Oaks, CA 91403
Ph: (310) 982-2984
Fax: (818) 963-5954
ari@mossbollinger.com

Evan Selik (SBN 251039)
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523 West Sixth Street, Suite 830
Los Angeles, California 90014
(213) 225-6150 / FAX (213) 225-6151
ESelik@mccathernlaw.com

VENTURA
SUPERIOR COURT
FILED

JUN 25 2018

BY: MICHAEL D. PLANET
Executive Officer and Clerk
Deputy

AMBER RAMIREZ

Attorneys for Plaintiffs, CONNIE LOPEZ DBA BUILDING BLOCKS PRESCHOOL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

CONNIE LOPEZ, dba BUILDING BLOCKS PRESCHOOL, and all others similarly situated,)	CASE NO.	56-2018-00514106-CU-BT-VTA
)	CLASS ACTION COMPLAINT	
Plaintiffs,)	1. VIOLATION OF CALIFORNIA'S AUTOMATIC RENEWAL LAW (Cal. Bus. & Prof. Code §§ 17600-17604)	
vs.)	2. VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW (Bus. & Prof. Code §§ 17200-17204)	
YP, HOLDINGS, LLC; YP, LLC; DEX MEDIA, DAMIEN HALLIBURTON, and DOES 1-10 inclusive,)	3. INJUNCTIVE RELIEF AND RESTITUTION (Business & Prof. Code § 17535)	
Defendants.)	4. COMMON COUNT FOR MONEY HAD AND RECEIVED	
)	5. NEGLIGENT MISREPRESENTATION	
)	DEMAND FOR JURY TRIAL	

COMES NOW PLAINTIFF, Connie Lopez dba Building Blocks Pre School, on behalf of herself and all others similarly situated, complains and alleges as follows:

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523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

3-AR

OVERVIEW OF CLAIMS

1
2 1. This is a class action pursuant to California Code of Civil Procedure § 382, seeking
3 restitution, injunctive and/or other equitable relief and reasonable attorneys' fees and costs available
4 under California Business and Professions Code ("Cal. Bus. & Prof. Code") §§ 17602, 17603,
5 17604, 17535, and 17200 *et seq.*, and California Civil Code § 1750, on behalf of Plaintiff and all
6 other similarly situated individuals (whether businesses or biological human beings) who entered
7 into an advertising contract with YP, LLC, or any other of the Defendants.
8

9 2. During the Class Period, Defendants made an automatic renewal or continuous
10 service offer to consumers in and throughout California and (1) at the time of making the automatic
11 renewal or continuous service offer, failed to present the automatic renewal offer terms, or
12 continuous service terms, in a clear and conspicuous manner and in visual proximity to the request
13 for consent to the offer before the subscription or purchasing agreement was fulfilled in violation of
14 Cal. Bus. & Prof Code § 17608(a)(1); (2) charged Plaintiff (who paid an amount under a reservation
15 of rights) and Class Members' credit cards, debit cards, third party account (hereinafter "payment
16 method"), or demanded payment, without first obtaining Plaintiff and Class Members' affirmative
17 consent to the agreement containing the automatic renewal offer terms or continuous service offer
18 terms in violation of Cal. Bus. Prof. Code § 17602(a)(2); and (3) failed to provide an
19 acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation
20 policy, and information regarding how to cancel in a manner that is capable of being retained by the
21 consumer in violation of Cal. Bus. Prof. Code §17602(a)(3). As a result, all services provided to
22 Plaintiff and Class Members under the automatic renewal or continuous service agreement is
23 deemed to be an unconditional gift pursuant to Cal. Bus. Code §17603.
24
25
26
27
28

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Los Angeles, CA 90014
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3. As a result of the above, Plaintiff, on behalf of himself and Class Members, seeks restitution, declaratory relief, injunctive relief and reasonable attorneys' fees and costs pursuant to Cal. Bus. Prof. Code §§ 17603, 17203, 17204, and 17535 and California Civil Code § 1780.

4. The "Class Period" is designated as the period from four years prior to the filing of this complaint through the date of verdict. Defendants' violations of California Business & Professions Code, and unfair competition laws, as described more fully below, have been ongoing since at least four years prior to the filing of this Complaint through the present.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the claims for injunctive relief, declaratory relief and restitution arising from Defendant's unlawful business practices, under California's Business & Professions Code §§ 17603, 17203, 17204, and 17535.

6. This Court has jurisdiction over the claims for violation of the Consumer Legal Remedies Act under California Civil Code § 1780.

7. Defendant YP, LLC is a Georgia limited liability company, with offices throughout the United States.

8. Defendant YP Holdings, LLC is the parent company of YP, LLC and headquartered in Georgia.

9. Defendant Dex Media, Inc. is the parent of YP Holdings, LLC and headquartered in Texas.

10. Defendant Damien Halliburton, is a California resident and an employee of YP, LLC in California and each and every action he took, as alleged herein, transpired in California.

PARTIES

11. Plaintiff Connie Lopez resides in this county, and operated Building Blocks Preschool in Ventura County, California. At all relevant times, Plaintiff made each decision with

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Los Angeles, CA 90014
(213) 225-6150

1 respect to Defendants in this county. Without Plaintiff consent, Defendants renewed the contract
2 and when Plaintiff advised she never consented to such renewal Defendants ignored her, billed her
3 and threatened collections on her. Reserving her rights and without waiving them, Plaintiff made a
4 payment to Defendants.

5 12. Defendant YP, LLC is a Georgia limited liability company.

6 13. Defendant YP Holdings is the American parent company for YP LLC.

7 14. Dex Media, Inc. is a privately held company headquartered in Texas. Dex Media
8 purchased YP Holdings, LLC in 2017.

9 15. Defendant Damien Halliburton, at all relevant times was an employee of YP, LLC in
10 California, and was Plaintiff's point of contact. The misrepresentations, and withholding of relevant
11 information attributed to Damien Halliburton transpired in and from California.

12 16. All of Plaintiff's claims stated herein are asserted against Defendant YP, LLC and its
13 predecessors, successors, and/or assigns that do, or have done business with the Class Members in
14 California during the Class Period.

15 17. Plaintiff is ignorant of the true names, capacities, relationships and extent of
16 participation in the conduct alleged herein of the Defendants sued herein as DOES 1 through 10,
17 but is informed and believe and thereon allege that said Defendants are legally responsible for the
18 wrongful conduct alleged herein and therefore sue these Defendants by such fictitious names.
19 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
20

21 18. Plaintiff is informed and believes and based upon such information and belief alleges
22 that each Defendant acted in all respects pertinent to this action as the agent of the other
23 Defendants, and/or carried out a joint scheme, business plan or policy in all respects pertinent
24 hereto, and/or the acts of each Defendant are legally attributable to the other Defendants.
25
26
27
28

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Los Angeles, CA 90014
(213) 225-6150

19. Plaintiff refers to YP, LLC and Damien Halliburton, and DOES 1-10 collectively as “The Defendants” or “Defendants”.

FACTUAL BACKGROUND

California Business & Profession Code §§17600-17606

20. On December 1, 2010, §§ 17600-17606 of Article 9, of Chapter 1 of Part 3, of Division 7 of the Cal. Bus. Prof. Code came into effect. The stated intent of the Legislature of this Article was to end the practice of ongoing charging of consumers' payment methods without the consumers' explicit consent for ongoing shipments of a product or ongoing deliveries of service; See, §17600 of the Cal. Bus. Prof. Code.

21. Cal Bus. Prof. Code § 17602(a) makes it unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:

(1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.

(2) Charge the consumer's credit or debit card or the consumer's 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.

(3) Fail 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. If the offer includes a free trial, the business shall also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.

22. Cal. Bus. Prof. Code 17601(a) 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.

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23. Cal. Bus. Prof. Code 17601(b) defines the term "Automatic renewal offer terms" as "the following clear and conspicuous disclosures: (1) That the subscription or purchasing agreement will continue until the consumer cancels; (2) The description of the cancellation policy that applies to the offer; (3) 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 know; (4) The length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer; (5) The minimum purchase obligation, if any."

24. Pursuant to §17601(c). "clear and conspicuous" or "clearly and conspicuously" means "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."

25. §17603 of the Cal. Bus. Prof Code provides: "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 consumer's affirmative consent as described in Section 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, including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the business."

The Business of YP, LLC; YP Holdings, LLC; and Dex Media, Inc.

26. YP, LLC, YP Holdings, LLC, and Dex Media, Inc. operate and throughout the Class Period operated what they call:

[A] media company dedicated to connecting local businesses with a ready-to-buy audience. With more than 60 million US visitors each month, YP is the original source people use to find and connect with local businesses, from the popular YP app, to yellowpages.com and The Real Yellow Pages.

For local businesses, YP integrated solutions are designed to help build their presence and expand their reach through a variety of print and digital products. YP has a team of marketing experts in local markets across the U.S. with relationships spanning nearly half a million advertisers.¹

27. Through the efforts of individuals, like Defendant Damien Halliburton, Defendants YP, LLC, YP Holdings, LLC, and Dex Media, Inc. sell advertising subscriptions to small business owners throughout the United States.

Legal Agreement Between Consumers and YP, LLC (and Parent Companies) as Provided by Damien Halliburton to Plaintiff

28. YP, LLC provides, to its customers, the advertising contract, and the "Terms and Conditions" (attached as Exhibit A is the letter, with the contract, provided by Damien Halliburton to Plaintiff), and the "Advertiser General Terms and Conditions (attached as Exhibit B).

29. Throughout these documents, various methods are used to draw the reader's attention to important language contained therein, including using bold font, and/or all capital letters, such as when it bolded the term. For example, in Exhibit A the "IMPORTANT - READ CAREFULLY BEFORE SIGNING" provides a lengthy section about the authority to sign:

IMPORTANT - READ CAREFULLY BEFORE SIGNING:
THE AGREEMENT BETWEEN ADVERTISER AND PUBLISHER REGARDING THE SERVICES DESCRIBED IN THIS ORDER CONSISTS OF THE FOLLOWING, ALL OF WHICH ARE INCORPORATED BY REFERENCE: (A) THIS ORDER; (B) THE ADVERTISER GENERAL TERMS AND CONDITIONS LOCATED AT YP.COM/ABOUT/LEGAL ("LOCAL GENERAL TERMS") OR, AS APPLICABLE. THE ADVERTISER GENERAL TERMS AND CONDITIONS-

¹ Source, <http://corporate.yp.com/company-overview/>

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NATIONAL. LOCATED AT YP.COM/ABOUT/LEGAL ("NATIONAL GENERAL TERMS"; EACH AS APPLICABLE, THE "GENERAL TERMS"); (C) THE SERVICES TERMS, LOCATED AT YP.COM/ABOUT/LEGAL ("YP SERVICES TERMS"); (D) THE TERMS OF SERVICE AND USE, LOCATED AT YP.COM/ABOUT/LEGAL; AND (E) ANY OTHER TERMS REFERENCED IN THE GENERAL TERMS. ALL AS IN EFFECT ON THE DATE OF THIS ORDER. IN ADDITION TO BEING LOCATED AT YP.COM/ABOUT/LEGAL. OUR CUSTOMER SERVICE DEPARTMENT CAN PROVIDE YOU THE FOREGOING DOCUMENTS UPON REQUEST. THE AGREEMENT INCLUDES IMPORTANT LEGAL TERMS, WITHOUT LIMITATION: PERFORMANCE DISCLAIMERS, DIRECTORY DISTRIBUTION DISCLAIMERS, ADVERTISER'S WARRANTIES AS TO ADVERTISER'S INTELLECTUAL PROPERTY RIGHTS, ADVERTISER INDEMNITY OBLIGATIONS, FORUM AND VENUE LIMITATIONS, AND LIMITATIONS ON PUBLISHER'S LIABILITY. IF AN ORDER INCLUDES SERVICES PURSUANT TO WHICH PUBLISHER MAY, IN ITS SOLE DISCRETION, PLACE ADVERTISING ON ADVERTISER'S BEHALF IN VARIOUS MEDIA OR CHANNELS OF DISTRIBUTION (E.G., MC2), THEN ADVERTISER AGREES AND UNDERSTANDS THE TERMS APPLICABLE TO ALL SUCH MEDIA OR CHANNELS OF DISTRIBUTION IN WHICH ADVERTISING IS PLACED BY PUBLISHER. IN ADDITION TO THOSE TERMS SPECIFIC TO THE PRODUCT ITSELF, SHALL APPLY. ADVERTISER HAS REVIEWED IN DETAIL, EITHER ELECTRONICALLY OR IN PRINT, AND HEREBY APPROVES ALL OF THE MATERIALS ASSOCIATED WITH OR INCORPORATED BY REFERENCE INTO THIS AGREEMENT. ADVERTISER PROMISES TO PAY THE TOTAL INITIAL AMOUNT DUE UNDER THIS AGREEMENT AND TO PAY THE REMAINING CHARGES AGREED TO HEREIN, PLUS ALL APPLICABLE TAXES, LATE PAYMENT CHARGES AND COLLECTION ACTIVITY FEES AS BILLED UNTIL PAID IN FULL, INCLUDING MONTHLY CHARGES FOR ANY PRINT DIRECTORY EXTENSION. IF NOT PAID IN FULL UPFRONT, ADVERTISER'S ACCOUNT SHALL BE SUBJECT TO CREDIT APPROVAL AND \$25 MINIMUM MONTHLY BILLING. IF ADVERTISER DOES NOT ACCEPT ALL OF THE TERMS OF THE AGREEMENT, ADVERTISER MAY CANCEL THIS ORDER AND TERMINATE THE AGREEMENT BY WRITTEN NOTICE TO PUBLISHER, WITHIN TEN DAYS OF THE DATE OF THIS ORDER AS PROVIDED IN THE GENERAL TERMS. IF NOT

CANCELLED WITHIN THE 10-DAY CANCELLATION PERIOD, ADVERTISER WILL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS OF THE AGREEMENT. WITH RESPECT TO PD ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND PRINT MEDIA LLC AND ITS SUBSIDIARIES. WITH RESPECT TO INTERNET ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND YP LLC AND ITS SUBSIDIARIES. SEE THE GENERAL TERMS FOR MORE INFORMATION. REFERENCES HEREIN TO "PUBLISHER" SHALL BE DEEMED TO MEAN INDIVIDUALLY AND/OR COLLECTIVELY, AS THE CONTEXT REQUIRES. PRINT MEDIA LLC AND ITS SUBSIDIARIES AND YP LLC AND ITS SUBSIDIARIES. BY YOUR SIGNATURE BELOW, YOU WARRANT THAT YOU HAVE RECEIVED A COPY AND HAVE READ THIS AGREEMENT, INCLUDING ALL OF ITS PARTS, THAT YOU HAVE FULL AUTHORITY TO SIGN FOR AND BIND ADVERTISER AND THAT YOU AGREE TO ALL THE TERMS OF THIS AGREEMENT.

30. Additionally, as can be seen in Exhibit B, Defendant uses visual cues to highlight particular sections of the agreement, for example:

UNLESS OTHERWISE AGREED TO IN WRITING, PUBLISHER MAKES NO WARRANTY REGARDING THE APPLICABILITY OF ANY REQUIREMENTS, STANDARDS AND/OR PRACTICES OF A LEGAL, REGULATORY, SELF-REGULATORY, AND/OR ETHICAL NATURE (COLLECTIVELY "REGULATIONS") TO ANY ADVERTISING OR WITH RESPECT TO ANY COMPLIANCE THEREWITH. EACH ADVERTISER IS SOLELY RESPONSIBLE FOR ENSURING ITS OWN COMPLIANCE WITH REGULATIONS APPLICABLE TO IT AND/OR ITS ADVERTISING

**Failure to Provide Clear and Conspicuous Disclosures
as Required by Law**

31. Within the contracting documents Defendants failed to state in clear and conspicuous language, i.e. in larger type than the surrounding text, or in contrasting type, font, or

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1 color to the surrounding text of the same size, or set off from the surrounding text of the same size
 2 by symbols or other marks, in a manner that clearly calls attention to the language that:

- 3
- 4 (1) The subscription or purchasing agreement will continue until
the consumer cancels.
- 5 (2) Describes the cancellation policy that applies to the offer.
- 6 (3) The recurring charges that will be charged to the consumer's
credit or debit card or payment account with a third party as part
7 of the automatic renewal plan or arrangement, and that the
amount of the charge may change, if that is the case, and the
8 amount to which the charge will change, if known.
- 9 (4) The length of the automatic renewal term or that the service is
continuous, unless the length of the term is chosen by the
consumer.
- 10 (5) There is a minimum purchase obligation, of any.

11 32. Defendant fails to present the automatic renewal offer terms or continuous service
 12 offer terms in a clear and conspicuous manner before the subscription or purchasing agreement was
 13 fulfilled and in visual proximity to the request for consent to the offer in violation of Cal. Bus. Prof.
 14 Code §17602(a)(1)

15 33. During the Class Period Defendant made, and continues to make, and operate as if
 16 they had entered into a contract that provides automatic renewal between Plaintiff and the
 17 Defendants. Moreover, when confronted with the conflicts, Defendant does not deny that there is an
 18 automatic renewal element to the contractual relationship between the Class Members (including
 19 Plaintiff) and Defendants.

20 34. As a result of the above (including the automatic renewal and continuous service
 21 disclosure failures referred to above), Defendant, in violation of Cal. Bus & Prof. Code § 17602
 22 (a)(1), made an automatic renewal or continuous service offer to consumers, including Plaintiff and
 23 Class Members, in California, yet failed to present the automatic renewal offer terms, or continuous
 24 service offer terms, in a clear and conspicuous manner before the subscription or purchasing
 25 agreement was fulfilled and in visual proximity, to the request for consent to the offer.

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Defendant Fails to Obtain Affirmative Consent to the Agreement Containing the Automatic Renewal Offer Terms in Violation of Cal. Bus. Prof. Code § 17602 (A)(2)

35. Furthermore, and in addition to the above, throughout the Class Period, Plaintiff and Class Members' payment method were, and are, charged the monthly or yearly subscription amount. Thereafter, Defendant charged, and continues to charge, Plaintiff and Class Members' payment method on a monthly or yearly basis, and as such, is an automatic renewal plan within the meaning Cal. Bus. & Prof. Code. § 17601 (1) Furthermore, the file storing services continues until cancelled, and therefore, is, and was, a continuous service plan or arrangement as defined by Cal. Bus. & Prof. Code § 17601 (e).

36. As a result of the above (including the automatic renewal offer and continuous service offer disclosure failures referred above), prior to charging Plaintiff and Class Members' payment method, Defendant completely failed, and continues to fail, to obtain Plaintiff and Class Members' affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.

37. As a result of the above allegations, Defendant violated Cal. Bus. & Prof. Code § 17602 (a)(2), and as such, all goods, wares, merchandise, or products, sent to Plaintiff and Class Members under the automatic renewal or continuous service agreement is deemed to be an unconditional gift pursuant to Cal. Bus. & Prof. Code § 17603, and they may use or dispose of the same in any manner they see fit without any obligation whatsoever on the consumer's part to the business, including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares, merchandise, or products to the business.

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**Defendant Failed to Provide an Acknowledgement
as Required Per Cal. Bus. Prof. Code § 17602 (A)(3)**

38. Furthermore, and in addition to the above, after Plaintiff and Class Members entered into a contract with Defendants, Defendants sent, and continues to send, Plaintiff and Class Members demands for additional payments. However, those demands failed, and continues to fail, to provide an acknowledgement that includes 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 Class Members, in violation of Cal. Bus. & Prof. Code § 17602 (a)(3). Moreover, Defendant failed to provide Plaintiff and Class Members with an acknowledgement regarding how to cancel the free trial and allow Plaintiff and Class Members to cancel before payment.

CLASS ACTION ALLEGATIONS

39. Plaintiff brings this action on behalf of herself and all others similarly situated, as a class action pursuant to Code of Civil Procedure § 382. The Class that Plaintiff seeks to represent is composed of and defined as all persons who entered into an "Advertising Contract" with Defendant and to whom Defendant continuously charges and renews their advertising agreement in California, (hereinafter "Class Members") since four years prior to the filing of this suit.

40. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation, the proposed class is easily ascertainable, and Plaintiff is a proper representatives of the Class.

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

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1 b. Commonality: There are questions of law and fact common to the Plaintiff
2 and the Class that predominate over any questions affecting only individual members
3 of the Class. These common questions of law and fact include, without limitation:

4 i. Whether Defendant charged Plaintiff and Class Members' payment method
5 for an automatic renewal or continuous service without first obtaining the Plaintiff
6 and Class Members' affirmative consent to the agreement containing the automatic
7 renewal offer terms or continuous service offer terms in violation of Cal. Bus. Code §
8 17602 (a)(2);
9

10 ii. Whether Defendant's Legal Policies contained the automatic renewal offer
11 terms and/or continuous service offer terms as defined by Cal. Bus. Prof Code §
12 17601;

13 iii. Whether Defendant failed to present the automatic renewal offer terms, or
14 continuous service offer terms, in a clear and conspicuous manner before the
15 subscription or purchasing agreement was fulfilled and in visual proximity, or in the
16 case of an offer conveyed by voice, in temporal proximity, to the request for consent
17 to the offer in violation of Cal. Bus. Code § 17602 (a)(1);
18

19 iv. Whether Defendant failed to provide an acknowledgement that included the
20 automatic renewal or continuous service offer terms, cancellation policy, and
21 information on how to cancel in a manner that is capable of being retained by Class
22 Members, in violation of Cal. Bus. & Prof. Code § 17602 (a)(3);
23

24 v. Whether Cal. Bus. § Prof. Code § 17603 provides for restitution for money
25 paid by Class Members in circumstances where the goods and services provided by
26 Defendant is deemed an unconditional gift;
27
28

vi. Whether Plaintiff and Class Members are entitled to restitution under Cal. Bus. & Prof. Code. § 17200-17203;

vii. Whether Plaintiff and Class Members are entitled to declaratory relief, injunctive relief and/or restitution under Cal. Bus. & Prof. Code. § 17535;

viii. Whether Plaintiff and Class Members are entitled to injunctive relief, attorneys fees' and costs under California Civil Code § 1780; AND

ix. The proper formula(s) for calculating restitution owed to Class Members.

c. Typicality: Plaintiff's claims are typical of the claims of the Class. Both Plaintiff and Class Members were deprived of property rightly belonging to them, arising out of, and caused by. Defendant's common course of conduct in violation of law as alleged herein, in similar ways.

FIRST CAUSE OF ACTION

- Violation of the Automatic Renewal Law -

Cal. Bus. & Prof. Code § 17600, et seq.

(By Plaintiff against All Defendants, Class Action Claim)

41. Plaintiff hereby alleges and incorporates by reference as though set forth fully herein, the allegations contained in each preceding paragraphs above.

42. As alleged more fully below, Defendants have violated the requirements of the Automatic Renewal Law ("ARL"), including in particular, the requirements of §§ 17602(a)(1) - (3), 17602(b), and 17602(c).

A. Clear/Conspicuous and Visual Proximity Violations:

43. In offering its advertising services, during the class period, Defendants have made an automatic renewal or continuous service offer to consumers in California, including to the Representative Plaintiff and putative Class Members. In so doing, however, Defendant has failed to state the automatic renewal or continuous service offer in "clear and conspicuous manner" in

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1 compliance with law in, inter alia, the following respects: (a) failing to clearly and conspicuously
2 state that the recurring service will continue until the consumer cancels; (b) failing to clearly and
3 conspicuously describe the cancellation policy that applies to the offer; (c) failing to clearly and
4 conspicuously state that the recurring charges will be charged to the consumer's payment method as
5 part of the automatic renewal plan or arrangement, and that the amount of the charge may change, if
6 that is the case, and the amount to which the charge will change, if known; (d) failing to clearly and
7 conspicuously state that the service is continuous; and (e) failing to clearly and conspicuously state
8 that there is a minimum purchase obligation, if any.

10 44. In addition to the above failures, Defendant has failed and continues to fail, to state
11 the automatic renewal or continuous service offer the sales process. Specifically, when offering
12 advertising services, and enticing subscribers to use their services, like Plaintiff and Class Members
13 were so enticed, Defendant failed to state the automatic renewal or continuous service offer "in
14 visual proximity" to the request for consent to the offer.

16 45. As such, Defendant has violated Bus. & Prof. Code § 17602(a)(1), such that the
17 Representative Plaintiff and putative Class Members are entitled to the relief under Cal. Bus. &
18 Prof. Code § 17603, including, inter alia, restitution of the monies paid to Defendant for such
19 automatic renewals and retention of the goods and or services purchased through such
20 Subscriptions as an "unconditional gift."

22 46. WHEREFORE, based on the above violations of their lawful rights, the
23 Representative Plaintiff and putative Class Members seek relief as requested herein.

24 **B. Failure to Obtain Affirmative Consent:**

25 47. In addition to the above failures, throughout the Class Period, Defendant failed to
26 obtain the affirmative consent of the Representative Plaintiff and Class Members to the agreement
27 containing the automatic renewal and/or continuous service offer terms. This has included, inter
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1 alia, failing to obtain their affirmative consent to the term that their payment method would be
2 automatically and perpetually charged on a recurring basis, unless cancelling through an arcane and
3 almost impossible process. There is no mechanism at any point during the sales process by which
4 consumers could provide their explicit consent to Defendants' automatic renewal and/or continuous
5 service terms prior to entering the information for their payment methods and prior to the charge
6 thereto. For instance, there is no box that Defendants' customers are required to check or other form
7 of acknowledgement by which Defendants' customers affirmed that they explicitly agreed to
8 recurring charges to their respective payment methods for advertising services affirmatively
9 cancelled their contract.

11 48. Defendant has therefore charged, and has continued to charge, the payment method
12 of the Representative Plaintiff and Class Members without first obtaining their affirmative consent
13 to the terms of the service in violation of Bus. & Prof. Code § 176012(a)(2).

15 49. As a result of these failures, the Representative Plaintiff and putative Class Members
16 are entitled to the relief under Cal. Bus. & Prof. Code § 17603, including, inter alia, restitution of
17 the monies paid to Defendant for such Subscriptions and retention of the goods purchased through
18 such Subscriptions as an "unconditional gift."

19 50. WHEREFORE, based on the above violations of their lawful rights, the
20 Representative Plaintiff and putative Class Members seek relief as requested herein.

22 **C. Retainable Cancellation Policy and Cancellation Mechanism:**

23 51. In addition to the above failures, throughout the Class Period, Defendant has failed,
24 and continues to fail, to provide the Representative Plaintiff and Class Members with a retainable
25 "acknowledgement" that includes the automatic renewal or continuous service offer terms,
26 cancellation policy, and information on how to cancel, in violation of Cal. Bus. & Prof. Code §
27 17602(a)(3). Upon concluding the sales process for purchasing one of Defendants' advertising
28

1 services, Defendants failed to provide information, such as a downloadable or printable document
 2 or other retainable format, which sets forth the terms of the automatic renewal or continuous service
 3 offers, the cancellation policies applicable to the advertising services provided by Defendants, or
 4 any information on how to cancel the services contract.

5
 6 52. Defendants have therefore violated the requirements of Bus. & Prof. Code §
 7 176012(a)(3), such that the Representative Plaintiff and putative Class Members are entitled to the
 8 relief under Cal. Bus. & Prof. Code § 17603, including, inter alia, restitution of the monies paid to
 9 Defendant for such Subscriptions and retention of the goods purchased through such Subscriptions
 10 as an “unconditional gift.”

11 53. WHEREFORE, based on the above violations of their lawful rights, the
 12 Representative Plaintiff and putative Class Members seek relief as requested herein.

13
 14 **SECOND CAUSE OF ACTION**
 15 **-Violation of the Unfair Competition Law -**
 16 **Bus. & Prof. Code § 17200, et seq.**
 17 **(By Plaintiff against All Defendants, Class Action Claim)**

18 54. Plaintiff hereby alleges and incorporates by reference as though set forth fully
 19 herein, the allegations contained in each preceding paragraphs above.

20 55. Defendant engages in business practices, offers its products and services, and
 21 advertises its products and services to consumers within the State of California. In so doing,
 22 Defendant has a duty to comply with applicable laws protecting against, inter alia, unlawful and
 23 unfair business practices and acts, as prohibited by Bus. & Prof. Code § 17200, et seq., also known
 24 as the Unfair Competition Law (hereinafter “UCL”).

25 56. Section § 17204 of the UCL allows “a person who has suffered injury in fact and has
 26 lost money or property” to prosecute a civil action for violation of the UCL individually and on
 27
 28

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1 behalf of a class of similarly situated individuals affected by the unlawful or unfair business
2 practices or acts.

3 57. Defendant has engaged in numerous acts and/or a pattern and practice of unlawful
4 and unfair business practices within the State of California, in violation of the UCL. These illegal
5 business practices and acts include failing to provide consumers, such as the Representative
6 Plaintiff and Class Members, with notices and disclosures in compliance with the Automatic
7 Renewal Law, Bus. & Prof. Code § 17600 et seq. corresponding to Defendant's sale of advertising
8 services. In particular, as set forth more fully herein above, Defendant failed and continues to fail to
9 comply with the requirements of § 17602(a)(1) through (3).

10
11 58. For at least the last four years, Defendant has committed unlawful and unfair
12 business acts and practices, as defined by the UCL, based on its violations of the Automatic
13 Renewal Law.

14
15 59. The Representative Plaintiff and putative Class Members have standing to pursue
16 this claim because they have suffered injury in fact by, among other things, having lost money
17 which they paid for Defendant's service, which do not comply with applicable laws.

18 60. As a result of its conduct, Defendant has been unjustly enriched and should be
19 disgorged of profits realized from its unlawful business practices. Plaintiffs and other members of
20 the general public have no other adequate remedy of law in that, absent equitable relief from the
21 Court, Defendant is likely to continue to injure consumers, reap unjust enrichment, and harm the
22 public interest, thus engendering a multiplicity of judicial proceedings.

23
24 61. WHEREFORE, based on the above violations of their lawful rights, the
25 Representative Plaintiff and Class Members seek relief as requested herein.

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THIRD CAUSE OF ACTION
- Injunctive Relief -
Cal. Bus. & Prof. Code § 17535
(By Plaintiff against All Defendants, Class Action Claim)

62. Plaintiff hereby alleges and incorporates by reference as though set forth fully herein, the allegations contained in each preceding paragraphs above.

63. Bus. & Prof. Code § 17535 allows “any person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the UCL. An individual aggrieved as such may bring an action on behalf himself or herself and others similarly situated who are affected by the unlawful and/or unfair business practice.

64. For at least the last four years, Defendant has committed unlawful and/or unfair business acts and practices within the meaning of the UCL based on its violations of the Automatic Renewal Law, Bus. & Prof. Code § 17601 et seq., as set forth above.

65. As a direct and proximate result of Defendant's unlawful and/or unfair business acts and practices, described herein, Defendant has received and continues to hold unlawfully obtained money belonging to the Representative Plaintiff and Class Members in the form of payments made by them for Defendant's service. Defendant has profited from its unlawful and unfair acts and practices in the amounts of those payments and interest accrued thereon.

66. Representative Plaintiff and similarly situated Class Members are entitled to injunctive relief and/or restitution pursuant to Cal. Bus. & Prof. Code § 17535 and interest thereon for all monies paid by Class Members under the agreements for the last four years preceding the filing of this legal action through the date of such restitution, at rates specified by law. Defendant should be required to disgorge all profits and gains it has reaped and should be ordered to restore those profits and gains to Representative Plaintiff and Class Members, from whom they were unlawfully taken.

67. Representative Plaintiff and similarly situated Class Members are entitled to enforce all applicable penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202.

68. Representative Plaintiff has assumed the responsibility of enforcement of the laws for the benefit of consumers by suing on behalf herself and other similarly situated Class Members. Representative Plaintiff's success in this action will enforce important rights affecting the public interest. Therefore, an award of reasonable attorneys' fees to Representative Plaintiff is appropriate pursuant to California Code of Civil Procedure § 1021.5.

69. WHEREFORE, based on the above violations of their lawful rights, the Representative Plaintiff and Class Members seek relief as requested herein.

FOURTH CAUSE OF ACTION
-Common Count: Money Had and Received-
(By Plaintiff against All Defendants)

70. Plaintiff hereby alleges and incorporates by reference as though set forth fully herein, the allegations contained in each preceding paragraphs above.

71. Defendants received money from Plaintiff and Class Members.

72. The monies belong to Plaintiff and Class Members.

73. Defendants have not returned the money.

74. Plaintiff, on behalf of himself and similarly situated Class Members, requests relief as described below.

FIFTH CAUSE OF ACTION
-Negligent Misrepresentation-
(By Plaintiff against Defendant Damien Halliburton, Not Alleged as a Class Claim)

75. Plaintiff hereby alleges and incorporates by reference as though set forth fully herein, the allegations contained in each preceding paragraphs above

76. Defendant Damien Halliburton represented that the terms of the advertising contract were complete and fully contained in Exhibits A and B.

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77. Defendant Damien Halliburton's representation was untrue, because the automatic renewal program alleged above was not contained in the contract provided by Damien Halliburton.

78. Whether Damien Halliburton believed that his representation was truthful and accurate about the complete nature of the contract between Plaintiff and Defendants, he had no basis to believe such a representation was true, when he made the representation.

79. Plaintiff only discovered the falsity of this representation in 2017, when she was automatically billed and "sent to collections" because she refused to pay.

80. At all times, Damien Halliburton intended for Plaintiff to believe that the terms of contractual relationship for advertising entered into by Plaintiff were fully contained in the documents attached here as Exhibits A and B.

81. Plaintiff relied on the terms contained in Exhibits A and B when she attempted to cancel her contract with Defendants.

82. Had Plaintiff known of the automatic renewal program Defendants required of her, she would have likely not entered into the contract, or complied with its policies when she decided to cancel her contract.

83. As a result of Damien Halliburton's misrepresentations, Plaintiff has been forced to pay for an additional year of service.

PRAYER

WHEREFORE, Plaintiff requests the following relief:

1. That the court certify this matter as a class action;
2. That Plaintiff be designated as the class representative;
3. That Counsel for Plaintiff be designated as class counsel;
4. That Defendants be found to have violated California Bus. & Prof. Code § 17602 (a)(2) by improperly charging Plaintiff and the putative class payments through an automatic

1 renewal program or process without first obtaining the affirmative consent of Plaintiff and the
2 putative class;

3 5. That Defendants be found to have engaged in unfair business practices for the
4 conduct described herein;

5 6. That Plaintiff and the putative class receive full restitution of the amount of the
6 monies improperly paid to Defendants, in an amount to be proven at trial;

7 7. That Defendants pay all damages owed;

8 8. That Defendant pay reasonable costs, attorneys' fees, and pre-judgment interest;

9 9. That Defendants be enjoined from continuing with their automatic renewal program
10 in California;

11 10. That Plaintiff be awarded general damages against Defendant Damien Halliburton.
12

13 Date: June 21, 2018

14 Respectfully Submitted,

15 McCATHERN LLP

16 By: 

17 EVAN SELIK
18 Attorneys for Plaintiffs, CONNIE LOPEZ
19 DBA BUILDING BLOCKS PRESCHOOL
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DEMAND FOR JURY TRIAL


Plaintiff hereby demands a jury trial for all claims so triable.

Date: June 21, 2018

Respectfully Submitted,

McCATHERN LLP

By:



EVAN SELIK

Attorneys for Plaintiffs, CONNIE LOPEZ
DBA BUILDING BLOCKS PRESCHOOL

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Customer Id:8307345459

12/16/2015 - 10:48PM

Advertising Contract

Page 1 of 2

Sales Rep: DAMIEN HALLIBURTON
 (800) 479-2977
 4160 TEMESCAL CANYON RD, STE 401
 CORONA, CA 92883
 Fax (951) 774-4088
 Customer Service: (800)-479-2977

Customer Id: 8307345459

Building: Blocks Pre-School

Terms and Conditions v.10/16/2015

Summary of Advertisement

Product	Issue	Final Date For Changes	New Monthly Amount	Contract Total
SIMI VALLEY MOORPARK INTERNET (SIMI)			\$141.50	

Monthly Print Amount	\$0.00
Monthly Internet Amount	\$141.50

Refer to T&C at www.yp.com.



Customer Id:8307345459

12/16/2015 - 10:48PM

Advertising Contract

Page 2 of 2

INTERNET	MONTHLY
Total Saving:	\$9.50
New Internet Monthly Total:	\$141.50
One Time Charge:	\$0.00

IMPORTANT - READ CAREFULLY BEFORE SIGNING: THE AGREEMENT BETWEEN ADVERTISER AND PUBLISHER REGARDING THE SERVICES DESCRIBED IN THIS ORDER CONSISTS OF THE FOLLOWING, ALL OF WHICH ARE INCORPORATED BY REFERENCE: (A) THIS ORDER; (B) THE ADVERTISER GENERAL TERMS AND CONDITIONS LOCATED AT YP.COM/ABOUT/LEGAL ("LOCAL GENERAL TERMS") OR, AS APPLICABLE, THE ADVERTISER GENERAL TERMS AND CONDITIONS - NATIONAL, LOCATED AT YP.COM/ABOUT/LEGAL ("NATIONAL GENERAL TERMS"); EACH AS APPLICABLE, THE "GENERAL TERMS"; (C) THE SERVICES TERMS, LOCATED AT YP.COM/ABOUT/LEGAL ("YP SERVICES TERMS"); (D) THE TERMS OF SERVICE AND USE, LOCATED AT YP.COM/ABOUT/LEGAL; AND (E) ANY OTHER TERMS REFERENCED IN THE GENERAL TERMS. ALL AS IN EFFECT ON THE DATE OF THIS ORDER. IN ADDITION TO BEING LOCATED AT YP.COM/ABOUT/LEGAL, OUR CUSTOMER SERVICE DEPARTMENT CAN PROVIDE YOU THE FOREGOING DOCUMENTS UPON REQUEST. THE AGREEMENT INCLUDES IMPORTANT LEGAL TERMS, WITHOUT LIMITATION: PERFORMANCE DISCLAIMERS, DIRECTORY DISTRIBUTION DISCLAIMERS, ADVERTISER'S WARRANTIES AS TO ADVERTISER'S INTELLECTUAL PROPERTY RIGHTS, ADVERTISER INDEMNITY OBLIGATIONS, FORUM AND VENUE LIMITATIONS, AND LIMITATIONS ON PUBLISHER'S LIABILITY. IF AN ORDER INCLUDES SERVICES PURSUANT TO WHICH PUBLISHER MAY, IN ITS SOLE DISCRETION, PLACE ADVERTISING ON ADVERTISER'S BEHALF IN VARIOUS MEDIA OR CHANNELS OF DISTRIBUTION (E.G., MCD), THEN ADVERTISER AGREES AND UNDERSTANDS THE TERMS APPLICABLE TO ALL SUCH MEDIA OR CHANNELS OF DISTRIBUTION IN WHICH ADVERTISING IS PLACED BY PUBLISHER. IN ADDITION TO THOSE TERMS SPECIFIC TO THE PRODUCT ITSELF, SHALL APPLY, ADVERTISER HAS REVIEWED IN DETAIL, EITHER ELECTRONICALLY OR IN PRINT, AND HEREBY APPROVES ALL OF THE MATERIALS ASSOCIATED WITH OR INCORPORATED BY REFERENCE INTO THIS AGREEMENT. ADVERTISER PROMISES TO PAY THE TOTAL INITIAL AMOUNT DUE UNDER THIS AGREEMENT AND TO PAY THE REMAINING CHARGES AGREED TO HEREIN, PLUS ALL APPLICABLE TAXES, LATE PAYMENT CHARGES AND COLLECTION ACTIVITY FEES AS BILLED UNTIL PAID IN FULL, INCLUDING MONTHLY CHARGES FOR ANY PRINT DIRECTORY EXTENSION. IF NOT PAID IN FULL UPFRONT, ADVERTISER'S ACCOUNT SHALL BE SUBJECT TO CREDIT APPROVAL AND \$25 MINIMUM MONTHLY BILLING. IF ADVERTISER DOES NOT ACCEPT ALL OF THE TERMS OF THE AGREEMENT, ADVERTISER MAY CANCEL THIS ORDER AND TERMINATE THE AGREEMENT BY WRITTEN NOTICE TO PUBLISHER, WITHIN TEN DAYS OF THE DATE OF THIS ORDER AS PROVIDED IN THE GENERAL TERMS. IF NOT CANCELLED WITHIN THE 10-DAY CANCELLATION PERIOD, ADVERTISER WILL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS OF THE AGREEMENT. WITH RESPECT TO PD ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND PRINT MEDIA LLC AND ITS SUBSIDIARIES. WITH RESPECT TO INTERNET ADVERTISING PRODUCTS AND SERVICES, THIS AGREEMENT IS AN AGREEMENT BETWEEN ADVERTISER AND YP LLC AND ITS SUBSIDIARIES. SEE THE GENERAL TERMS FOR MORE INFORMATION. REFERENCES HEREIN TO "PUBLISHER" SHALL BE DEEMED TO MEAN INDIVIDUALLY AND OR COLLECTIVELY, AS THE CONTEXT REQUIRES, PRINT MEDIA LLC AND ITS SUBSIDIARIES AND YP LLC AND ITS SUBSIDIARIES. BY YOUR SIGNATURE BELOW, YOU WARRANT THAT YOU HAVE RECEIVED A COPY AND HAVE READ THIS AGREEMENT, INCLUDING ALL OF ITS PARTS, THAT YOU HAVE FULL AUTHORITY TO SIGN FOR AND BIND ADVERTISER AND THAT YOU AGREE TO ALL THE TERMS OF THIS AGREEMENT.

Connie Lopez
 Printed Name
 owner
 Title

Customer Signature
 Date

By signing above, Advertiser is authorizing Publisher to use ANY artwork submitted at ANY time by Advertiser in ANY Advertising that Advertiser orders. I understand my items may publish and begin billing between 24 hours and 6 weeks of signature depending on the amount of time it takes to fulfill them.
 _____ (Customer initials here)



* 20183073454595MICA1.0116 *

Rep ID 405725 - DAMIEN HALLIBURTON
 (800) 479-2977
 Customer Service: (800)-479-2977

Refer to T&C at www.yp.com.

ADVERTISER GENERAL TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO YOUR ORDER ARE REFERENCED HEREIN AND, UNLESS OTHERWISE INDICATED, LOCATED AT YP.COM/ABOUT/LEGAL.

This Agreement for Advertising Services (this "Agreement") is between the Advertiser and (x) to the extent this Agreement relates to PD Advertising (as defined in the Services Terms in effect from time to time), Print Media LLC and its subsidiaries (collectively, "Print Media") and (y) to the extent this Agreement relates to services other than PD Advertising, including, without limitation, IDL Services, Website Services, Listings Manager, SEO Services, Multimedia Services, SEM Services, PPC Services, Direct Messaging Services, TextMarketing Services, Display Services, CDL Services, Targeting Services, Proxy Services, Tracking Mechanisms, Action Delivery Commitments, Barcode Services, Call Recording Services and CAP Service (each as defined in the Services Terms in effect from time to time) (collectively "Internet Advertising"), together with PD Advertising, collectively, "Advertising", YP LLC and its subsidiaries (collectively, "YP"). Print Media or YP, as applicable, are each individually, or, as the context requires, collectively, referred to elsewhere in the Terms & Conditions (as defined below) as the "Publisher". YP and Print Media are collectively referred to as the YP Parties.

This Agreement consists of: (a) any order page or insertion order submitted by the advertiser (the "Advertiser") set forth on the applicable Order and accepted by Publisher (each, an "Order"); (b) these Advertiser General Terms and Conditions ("General Terms"); (c) the "Advertiser Services Terms", located at yp.com/about/legal ("Services Terms"); (d) the "Terms of Service and Use" located at yp.com/about/legal; and (e) any other terms as provided herein, all as in effect on the date of the Order. The Order, the Services Terms, the Terms of Service and Use and such other terms are expressly incorporated herein by reference. (General Terms, Terms of Service and Use, and Services Terms are collectively referred to as, "Terms & Conditions"). In the event of any conflict between the Services Terms and the General Terms, the Services Terms will prevail with respect to the particular Advertising or Service. In the event of a conflict between the Terms & Conditions and an Order, the Terms & Conditions will prevail. In the event of any other conflict among the Terms & Conditions, the General Terms will prevail. If Advertiser does not accept the Terms & Conditions, Advertiser must cancel all Orders within the Cancellation Period as described in Section 3 below.

1. Advertising and Services; Ad Materials; Fulfillment. Each Order will set forth the advertising or promotional message(s) that Advertiser desires to have placed with respect to the Advertising and the services to be performed by Publisher, which may include the placement of Advertising (the "Services"). Advertiser is responsible for all artwork, copy, and all other information and materials made available to Publisher by or on behalf of Advertiser or that Advertiser authorizes Publisher to utilize (including Advertiser Generated Content, as defined below, "Ad Materials"). Any estimates of performance are provided for informational purposes only, and do not constitute, and shall not be considered, a guarantee of performance or a guarantee of return. Publisher reserves the right, on behalf of itself and any of its third-party service providers ("Suppliers"), not to place, publish, and/or distribute any Advertising or Ad Materials for any or no reason, including not meeting Publisher's or Suppliers' specifications or standards, and Advertiser acknowledges and agrees that neither Publisher nor Suppliers shall be liable for not placing, publishing or distributing any Advertising. At their sole election, Publisher and/or Suppliers may, but are not required to, alter the Advertising or Ad Materials in order to meet publication specifications with or without notice or obligation to Advertiser. Advertiser waives any right to inspect, review or approve the finished Advertising. Publisher may take all actions reasonably necessary for the fulfillment of an Order ("Fulfillment"), including but not limited to provisioning, displaying, publishing, distributing, or otherwise placing Advertising into the stream of public commerce or making Advertising or a Service accessible to/by an end user. Publisher reserves the right to begin Fulfillment, without notice to Advertiser and when Publisher determines Advertising is ready for Fulfillment, using a template, placeholder or other substitute chosen by Publisher, if Publisher determines in its sole discretion that, following an executed Order, Fulfillment of Advertising will be delayed due to Advertiser's action, inaction or omission. UNLESS OTHERWISE AGREED TO IN WRITING, PUBLISHER MAKES NO WARRANTY REGARDING THE APPLICABILITY OF ANY REQUIREMENTS, STANDARDS AND/OR PRACTICES OF A LEGAL, REGULATORY, SELF-REGULATORY, AND/OR ETHICAL NATURE (COLLECTIVELY "REGULATIONS") TO ANY ADVERTISING OR WITH RESPECT TO ANY COMPLIANCE THEREWITH. EACH ADVERTISER IS SOLELY RESPONSIBLE FOR ENSURING ITS OWN COMPLIANCE WITH REGULATIONS APPLICABLE TO IT AND/OR ITS ADVERTISING.

2. Term. Only Publisher's performance of Services under an Order will constitute Publisher's acceptance of the Order. The term of this Agreement commences upon Publisher's acceptance of the first Order hereunder and will continue for an initial period as set forth in the Order (and if not set forth therein, then 12 months). The term of this Agreement will automatically renew, unless terminated as set forth in this Agreement for a like term under the then-current Terms & Conditions. If no deadline for cancelling the renewal of an Order is set forth therein, Advertiser will be responsible for obtaining the deadline for cancelling the renewal of such Order by calling Publisher's Customer Service Office at the number specified therein.

3. Cancellation of Orders. Advertiser may cancel this Agreement only by written notice, sent by an authorized representative of Advertiser, within ten days of execution or authorization of this Agreement (the "Cancellation Period"), sent during the Cancellation Period by email, to customer.care@yp.com. After the Cancellation Period, if Advertiser requests cancellation and such cancellation is reasonably practicable to Publisher, then the unpaid balance for the remainder of the term for the applicable Advertising and/or Services shall become immediately due and payable and any and all priority regarding the placement or positioning of Advertising and/or performance of Services under this Agreement will be extinguished.

4. Termination by Publisher. Either Publisher may terminate this Agreement or any Order, in whole or in part with respect to the Fulfillment of Advertising by such Publisher, at any time upon written notice, including via email, to Advertiser. If Publisher intends to cease the provision of a particular Service, Publisher may, at its discretion, substitute the performance of substantially similar Services on the terms and conditions then applicable to such Service. If Publisher ceases to provide a Service and does not substitute a substantially similar Service, then the portions of each Order for the performance of such Service will terminate automatically. In addition, Publisher may terminate, remove, and/or suspend any or all Advertising or Services upon Advertiser's failure to pay any amount when due as set forth herein. Publisher, in its sole discretion, may repurpose and/or reallocate any resources, including advertising and/or media inventory, which may have been allocated toward the use or support of the Services, and Advertiser shall have no rights with respect to any such resources and/or Services.

5. Payment, Billing, and Collections.

(a) All charges for Advertising and Services will be due and payable upon commencement of Publisher's delivery of the Advertising or performance of the Services. If Publisher issues an invoice to Advertiser, the invoiced amount will be due in full and without setoff on or before the due date set forth in such invoice (or, if no due date is set forth in the invoice, within 30 days after the date of the invoice). All payments are non-refundable. Publisher reserves the right to require partial or full payment in advance or to charge Advertiser a reasonable fee beyond anything specified on the applicable Order for requests that exceed Publisher's customary services. Publisher has the right to allocate and apply periodic payments received from Advertiser to and among charges owed by Advertiser as it sees fit, including those that are separately billed, and as among Print Media and YP. Advertiser will pay all sales, use, or other local, state, federal, foreign, or other taxes or governmental fees arising out of or in connection with this Agreement, other than taxes based on Publisher's net income. If more than one person/entity requests Advertising under this Agreement or any Order, all such persons/entities will be jointly and severally liable for all charges due and payable under this Agreement. YP may issue invoices and, to the extent specified in such invoices receive payments, on behalf of Print Media and may engage one or more billing agents to do so on behalf of YP or Print Media. Publisher may, in any Order or invoice, that payment be made to an escrow account, lockbox, trustee or other designee to receive payment on behalf of either or both of YP and Print Media. If so directed by either Publisher, the Advertiser agrees to submit such payment to the applicable Publisher or its designee and will be deemed to have satisfied its payment obligations with respect to such Order upon receipt by such Publisher or its designee of full payment amount due.

(b) Late payments will accrue interest at a rate of 1.5% per month (or the highest lawful rate, if less). Advertiser will pay attorneys' fees and internal and external costs that Publisher and/or its agents incur in collecting any unpaid amounts in addition to a collection activity fee of \$25 for each month that Advertiser does not pay Publisher the full amount of charges due by the invoice due date. Advertiser agrees that the collection activity fee is not an interest charge for the time value of unpaid money and recovers costs that are different from the costs recovered by the late payment interest charge described in this Section.

(c) Advertiser may agree, in writing or by electronic authorization, to make single or recurring payments electronically via credit card or by automatic debits to Advertiser's bank account via automated clearinghouse (ACH). Publisher may condition its acceptance of electronic payments upon Advertiser's completion of one or more separate authorization forms. Unless otherwise specified at the time Advertiser agrees to recurring electronic payments, the applicable automatic payment will be deducted on the due date of each invoice. Authorization for recurring electronic payments will remain in full force and effect until 15 days following the date Publisher has received express written notification of Advertiser's intention to cancel such authorization (the "Authorization Termination Date"), and automatic deductions that were submitted for processing prior to the Authorization Termination Date may still be processed. Advertiser hereby releases Publisher and its Suppliers, including any payment processors, from any and all claims arising from the use of any means of electronic and/or automatic payment method, including any fees associated therewith.

(d) Publisher may disclose any or all information it has concerning Advertiser to any YP Party and/or any third parties, including credit-reporting agencies. If Advertiser applies for business credit and is denied, Advertiser has the right to a written statement of the specific reasons for the denial, which Advertiser may obtain by contacting Publisher within 60 days after Advertiser is notified of the decision at YP (Attn: Print Media, if relating to PD Advertising), 909 Chestnut, 12th Floor, St. Louis, MO 63101, Attention: Credit Manager. Publisher will send Advertiser a written statement of reasons for the denial within 30 days of receiving Advertiser's request. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

6. Inactivity. If Advertiser fails to claim funds remaining on account with Publisher within 180 days of the last date upon which Publisher performed Services under the applicable Order, Advertiser will pay Publisher a reasonable fee for the maintenance and administration of those funds equal to \$25 per month. Publisher may deduct this fee from Advertiser's funds on account until the funds are transferred to Advertiser or exhausted. If Advertiser fails to claim any non-cash credit issued by Publisher within 180 days, Advertiser will be deemed to have waived such credit and will have no claim to the credited amounts.

7. Bundles and Incentive Pricing. If an Order provides for Advertising and/or Services at bundled, unitary, promotional, or incentive pricing (each, a "Bundle"), Publisher's commencement of performance of Services provided as part of a Bundle will constitute commencement of performance for all Services within the same Bundle. Cancellation of part of a Bundle will not relieve Advertiser's obligation to pay the full price for the Bundle. Cancellation of, or failure to pay for part of, a Bundle may result in incentive pricing reverting to the full undiscounted rate for same, which Advertiser shall be obligated to pay.

8. Comprehensive Advertising Plans. If an Order includes Services pursuant to which Publisher may, in its sole discretion, place Advertising on Advertiser's behalf in various media or channels of distribution (e.g., MC2), then Advertiser agrees and understands the terms applicable to all such media or channels of distribution in which Advertising is placed by Publisher, in addition to those terms specific to Comprehensive Advertising Plans, shall apply, and all such terms are located at yp.com/about/legal.

9. Supplemental Advertising. Recognizing that the essential value of the Services is the dissemination of information to facilitate and encourage individuals to visit, contact, and/or learn more about

Advertiser, Publisher may, in its sole discretion and without cost to the Advertiser, display the Ad Materials in additional media or channels of distribution other than the media or channels of distribution set forth in the applicable Order ("Supplemental Advertising"). Consistent with Section 11 of these General Terms and Conditions, Advertiser, for itself and any third party with an interest in or to Ad Materials, grants Publisher a nonexclusive, worldwide license, to use the Ad Materials in Supplemental Advertising, and Advertiser agrees that these General Terms and Conditions apply to Supplemental Advertising. Publisher may from time to time provide notice to Advertiser that Publisher intends to provide Supplemental Advertising to Advertiser, and Advertiser's failure to object to the provision of Supplemental Advertising shall constitute Advertiser's confirmation that Publisher is both authorized to provide Supplemental Advertising and also that such Supplemental Advertising is governed by the parties' Agreement (including these General Terms and Conditions).

10. Warranties, Covenants, and Consents. Advertiser warrants and covenants to Publisher, its parent(s), subsidiaries, affiliates, and Suppliers, and their respective directors, officers, employees, and agents (the "Publisher Parties") that: (a) Advertiser owns or otherwise controls all necessary rights to any trademark, service mark, logo, name, message, data, image, text, photos, graphics, audio, video or other material or intellectual property contained or embodied in any Ad Materials, and Advertiser will maintain such ownership or control throughout the term of this Agreement;

(b) Advertiser is a business and not a consumer and it is at all times solely responsible for the truthfulness and accuracy of all of Advertiser's Advertising, and Advertiser will not, and will not allow any third party to, submit any Ad Materials that, or use the Services in any manner that: (i) violates any law, regulation, or industry guidelines; (ii) is harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful, or abusive; (iii) infringes any third party's patent, trademark, trade secret, copyright, other intellectual property rights, or other rights (collectively, "IP Rights"); (iv) advocates or solicits violence, criminal conduct, or the violation of any local, state, national or international law or the rights of any third party; (v) is deceptive in any way or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity; (vi) provides

material support or resources (or conceals or disguises the nature, location, source or ownership of same) to any organization designated by the U.S. government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or (vii) reproduces, sells, resells, or exploits for any commercial purpose any portion of, use of, or access to the Services;

(c) Advertiser will provide Publisher all information, materials, consents, and authorizations necessary for Publisher to place and publish the Advertising or to perform the Services, and will do so in a timely manner;

(d) Advertiser will not and will not allow anyone working for it to: (i) engage in any form of spamming or improper (as determined by Publisher) clicking, impression generation, e-mailing, texting, or marketing in connection with the Advertising and/or Services; (ii) access any YP Party's network or system for any purpose other than internal use to access Services and/or manage its accounts(s); (iii) interfere or attempt to interfere with the proper working of any YP Party's network or system; and/or (iv) use any data from any YP Party's network and/or system for any purpose outside of the limited purpose contemplated by this Agreement and the applicable Order;

(e) Advertiser shall be solely responsible for all fees, royalties, and other amounts of any kind or nature payable in connection with Advertising: (i) to record companies, artists, and all other royalty participants resulting from exploitation of any copyrighted materials ("Compositions"); (ii) to publishers or other owners of Compositions or under union or guild collective bargaining agreements; (iii) to third parties in connection with the use of their names, images, voices, or likenesses as part of any Advertising; and (iv) to any and all other third parties with respect to the provision, receipt, or use of Services; and

(f) Advertiser hereby provides Publisher with Advertiser's express consent to receive telephone calls, e-mails, faxes and other communications made or sent by or on behalf of Publisher Parties that are related to Publisher's services, including future services. Moreover, with respect to such communications, Advertiser further waives all provisions of state and federal so-called "Do Not Call," "Do Not E-mail," and "Do Not Fax" laws. Further, and without limiting the generality of the foregoing, Advertiser agrees that, by providing any telephone number (including a mobile telephone number) to Publisher or anyone acting on Publisher's behalf, Advertiser hereby provides express consent to receive autodialed and/or pre-recorded calls, including telemarketing calls and SMS messages, made or sent by or on behalf of Publisher Parties. This consent applies to any and all accounts that Advertiser has with Publisher Parties, or may have in the future, absent instructions to the contrary.

11. Intellectual Property. Advertiser, for itself and any third party with an interest in or to Ad Materials, grants Publisher a nonexclusive, worldwide license, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform, reproduce, promote, resize, rearrange, modify, and otherwise use the Ad Materials in any media or service, in whatever format, now or in the future, provided that such use is pursuant to this Agreement and/or in furtherance of distribution of Advertising on behalf of Advertiser. In addition, Publisher shall have the irrevocable right to use the Ad Materials in any materials, advertising, promoting, and/or publicizing Publisher's services and/or products. Except as otherwise provided herein, as between the parties, the applicable Publisher owns all IP Rights in and to the Advertising, the Services and all information, materials, logos, software, or other tools or information used to develop or display the Advertising or to provide the Services. Advertiser may not reproduce the Advertising, any medium in which such artwork is distributed or any Publisher-developed artwork for any purpose without the express prior written permission of Publisher.

12. Collection and Use of Data. Publisher may collect, disclose, and use data concerning the delivery of Advertising, individuals' interactions with Advertising, and the performance and receipt of the Services in accordance with Publisher's Privacy Policy and the applicable Services Terms, both located at yp.com/about/legal.

13. Advertiser Generated Content. Publisher will have no obligation to investigate or confirm, and does not in any way endorse, the accuracy, legality, legitimacy, validity, suitability, or reliability of any content directly generated or controlled by Advertiser, its representatives, employees, contractors (other than Publisher), or agents ("Advertiser Generated Content"), including any of the products, services, offers, deals, coupons, or other promotional materials or representations contained or referenced in the Advertising. Publisher makes no representations or warranties whatsoever concerning any products or services advertised, sold, or provided by Advertiser (including, without limitation, the quality, safety, or legality of such products or services or the sale thereof), or any offers, deals, coupons, or other promotional materials or representations contained or referenced in any Advertiser Generated Content. Any commercial, sales, use, membership, subscription, affiliation, participation, or promotional relationship Advertiser may create with any third party, including obligations undertaken by Advertiser with respect to payment and delivery of related goods or services, and any other terms, conditions, and warranties or representations associated with such dealings, are solely between Advertiser and such third party. Advertiser will be solely liable to any third party claimant with respect to the content of the Advertiser Generated Content.

14. Suppliers. (a) Publisher may have entered into one or more contracts with Suppliers in connection with the performance of Services. Advertiser consents to the use of any Supplier that Publisher deems suitable for the purpose in question and agrees that the use of any such Supplier does not limit Advertiser's obligations to Publisher pursuant to the terms of this Agreement. Publisher may provide Suppliers with all relevant information regarding the Advertiser in connection with the performance of Services.

(b) Representatives of Suppliers, including representatives who may be visiting locations designated by the Advertiser (e.g., recording audio, video, taking photographs) will be employees and/or contractors of the Suppliers and will not be employees of Publisher. By signing the applicable Order, Advertiser directs Publisher to have Suppliers contact Advertiser directly about coordinating the same.

(c) Websites or other electronic portals operated by the Suppliers (each, a "Supplier Website") may have different terms of use than those applicable to Publisher's websites or electronic portals. Advertiser is solely responsible for investigating the terms of use, privacy policies, and/or other rules or requirements applicable to Supplier Websites. Publisher will have no obligation or liability to Advertiser with respect to any differences between the operation and administration of Publisher's websites or electronic portals and the Supplier Websites. Advertiser agrees to be bound by the applicable terms of use and/or other applicable terms of any applicable Supplier Website. Publisher is an intended third party beneficiary of any limitations of liability, representations, warranties and/or indemnities pursuant to the terms of use or similar terms of any Supplier Website.

(d) Other than liability incurred directly in connection with the performance of a Service, which shall be subject to all limitations of liability contained in the Agreement, Advertiser releases and holds Publisher Parties harmless for any claims, actions, losses, expenses, damages, costs, and/or liabilities that may arise as a result of the actions or inactions of Suppliers and/or their employees, contractors, or representatives. Any such claims, actions, losses, expenses, damages, costs, and/or liabilities shall be strictly between Advertiser and the applicable Suppliers.

15. Disclaimers. Advertiser acknowledges that the essential value of the Services is the dissemination of information facilitating individuals to visit, contact, and/or learn more about Advertiser, and that Publisher may, in its discretion, determine the method, scope and penetration of such dissemination (e.g., scope and penetration of directory distribution, delivery quantities, and geographic coverage of the Services). ADVERTISER ASSUMES ALL RISKS CONCERNING THE FUNCTIONALITY, PERFORMANCE, AND RESULTS OF THE ADVERTISING AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PUBLISHER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES TO ADVERTISER OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE), REGARDING THE FUNCTIONALITY, PERFORMANCE, OR RESULTS OF THE ADVERTISING OR THE SERVICES OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT. For the avoidance of doubt, no YP Party will be bound by, and Advertiser acknowledges that Advertiser is not relying on: (a) any representation or warranty concerning revenue, profit, return on investment, or results to be generated from its Advertising; (b) any representation or warranty regarding either the number, makeup, or distribution of people who will view Advertising and/or the residences or businesses that will access or receive the media containing the Advertising; (c) any representation, warranty, or covenant concerning the quantity, quality and/or validity of traffic, impressions, or interactions with or leads generated by Advertising; (d) any custom or prior course of dealing; or (e) the nature of others' advertising. Although Publisher will use commercially reasonable efforts to include any Ad Materials and/or design elements that Advertiser may reasonably request be included in the Advertising, subject to the procedures established by Publisher for that purpose, Publisher expressly disclaims any liability for failure to include, and Advertiser's payment obligations hereunder shall not in any way be contingent upon inclusion of, any such Ad Materials and/or design elements in the Advertising.

16. Infringement; Indemnity. If a third party claims, or if Publisher believes that a third party may claim, that any Advertising or Ad Materials, or the placement or publishing thereof, infringes any third party's IP Rights, Publisher may terminate this Agreement or an Order, in whole or in part, and/or reject, cancel, discontinue, or suspend the Services, in Publisher's sole discretion, without liability, until Advertiser has resolved the actual or potential third party claim to Publisher's satisfaction. Advertiser shall indemnify and hold harmless the YP Parties against all claims, actions, losses, expenses, damages, costs, and liabilities, including professional advisors' fees and other expenses incurred in the defense of any claims arising from this Agreement, including in connection with: (a) breaches of any warranty or covenant made herein; (b) the Ad Materials, Advertising, and Advertiser's requests for advertising and/or services; and (c) Advertiser's failure to honor any promise, offer, or other statement set forth in any Advertising, Ad Materials or Advertiser Generated Content.

17. Limitation of Liability. Any claim arising out of an error or omission in Publisher's performance of the Services must be made in writing by U.S. Certified Mail (return receipt requested) to Publisher (attn.: Print Media, as applicable) within six months of the first occurrence of such error or such claim shall be deemed waived. If the Services Terms (located at yp.com/about/legal) applicable to the Service out of which such claim arose provide for makegoods, then Publisher's compliance with its obligations with respect to such makegoods will constitute the Publisher Parties' sole obligation

and Advertiser's sole and exclusive remedy for any breach of this Agreement relating to such Advertising or Service. In no event will the Publisher Parties' aggregate liability under this Agreement exceed the amount paid under the applicable Order for the specific Advertising and/or Service at issue. UNDER NO CIRCUMSTANCES WILL THE PUBLISHER PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, OR LOSS OF GOODWILL, FOR ANY REASON WHATSOEVER, INCLUDING THE RESULT OF ERRORS OR OMISSIONS, THE REJECTION OR REMOVAL OF ANY ADVERTISING, ANY DELAY IN DISPLAYING, PUBLISHER PARTIES' FAILURE TO DISPLAY OR DISTRIBUTE ADVERTISING, OR PUBLISHER PARTIES' FAILURE TO PERFORM SERVICES. PUBLISHER'S ACCEPTANCE OF THIS AGREEMENT AND THE RATES CHARGED FOR THE ADVERTISING AND OTHER SERVICES ARE BASED UPON THE LIMITATION OF THE PUBLISHER PARTIES' LIABILITY AS SET FORTH HEREIN. Advertiser may negotiate to pay additional charges (based on Publisher's sole assessment of risk factors) in lieu of this limitation of liability by calling Customer Service as listed on the applicable Order and entering into an agreement with Publisher providing otherwise. Such an agreement must be in writing, signed by both parties. Publisher has no obligation to accept or enter into such an agreement.

18. Force Majeure. Publisher will not have any liability to Advertiser, and Advertiser will remain responsible for all moneys owed to Publisher, if Publisher's performance of its obligations is delayed by the occurrence of: (a) fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, sabotage, embargo, government action or order, blackouts, epidemic or quarantine, strikes/labor difficulties, or any other similar cause; or (b) any event or circumstance within the control of, or caused by information provided by, Advertiser or a third party (including Suppliers).

19. Agency Relationship. Advertiser acknowledges and agrees that YP is authorized in its capacity as sales agent to exercise any right or remedy, accept or reject any Order for Advertising, give any consent, approval or notice, receive any notice or take any and all other actions under the Terms and Conditions on behalf of Print Media in Print Media's capacity as the Publisher of any PD Advertising. Advertiser acknowledges and agrees that by submitting any Order for PD Advertising to YP in its capacity as sales agent, regardless of whether such Order also includes an Order for Internet Advertising, Advertiser shall be deemed to have submitted such Order to and entered into a binding contract (i) with Print Media with respect to any PD Advertising and (ii) with YP or its subsidiaries (including YellowPages.com LLC) with respect to any Internet Advertising. Advertiser acknowledges and agrees that (i) Print Media shall be solely responsible for, the Fulfillment of any PD Advertising, and that YP shall not have any liability to Advertiser of any type or nature in connection with the Fulfillment of any PD Advertising and waives any claim or cause of action against YP in connection therewith and (ii) YP shall be solely responsible for, the Fulfillment of any Internet Advertising, and that Print Media shall not have any liability to Advertiser of any type or nature in connection with the Fulfillment of any Internet Advertising and waives any claim or cause of action against Print Media in connection therewith.

20. Miscellaneous; Exclusive Venue. This Agreement and all claims and disputes arising under or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law principles. Any action or proceeding arising under or relating to this Agreement shall be filed only in the United States District Court for the Northern District of Georgia or the Superior Court of DeKalb County, Georgia. Advertiser hereby consents and submits to the exclusive jurisdiction and venue of those courts and waives any objection based on the convenience of these exclusive venues. All claims and disputes arising under or relating to this Agreement shall be adjudicated on an individual basis, and Advertiser will not consolidate or seek class treatment for any claim unless previously agreed to in writing by Publisher. Publisher's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other communications, including all prior agreements, between the parties with respect to such subject matter. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Publisher may assign its rights and duties under this Agreement to any party at any time without notice to Advertiser; provided, that upon any such assignment, Advertiser hereby acknowledges and agrees that Publisher shall be released and discharged from further liabilities, duties and obligations hereunder; provided, further that such release and discharge shall not affect any rights of Publisher or liabilities, duties, and obligations owed by Advertiser to Publisher with respect to payments or other obligations due and payable or due to be performed on or prior to the date of such assignment. Advertiser's rights and duties under this Agreement are not assignable without the written consent of Publisher.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Against YP Holdings, Dex Media Alleges Violations of CA's Automatic Renewal Law](#)
