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6
7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
9 **SAN JOSE DIVISION**

10 **T.K., by and through her Guardian**
11 **ad LITEM, LYNN KRESCH,**
individually and on behalf of all
others similarly situated

12 **PLAINTIFF,**

13 **v.**

14 **ADOBE SYSTEMS, INC.,**

15 **DEFENDANT.**
16

VERIFIED CLASS ACTION COMPLAINT

1. Declaratory Relief Under 28 U.S.C. § 2201
2. Breach of Good Faith and Fair Dealing
3. Violation of the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750)
4. Violation of California Unfair Competition Laws (Cal. Bus. & Prof. Code § 17200 *et seq.*) – Fraudulent Prong
5. Unjust Enrichment

JURY TRIAL DEMANDED

1 **CLASS ACTION COMPLAINT FOR DECLARATORY RELIEF,**
2 **INJUNCTIVE RELIEF AND DAMAGES**

3 COMES NOW Plaintiff, by and through their attorney, KEITH ALTMAN of
4 EXCOLO LAW, PLLC, and complains and alleges on personal knowledge as to
5 Plaintiff’s own acts and on information and belief as to all other allegations against
6 ADOBE SYSTEMS, INC. (“Adobe”) as follows:

7 **INTRODUCTION**

8 1. Plaintiff brings this class action on behalf of herself and all other similarly-situated
9 individuals. This consumer class action arises from minor children purchasing
10 subscriptions from Adobe incurring charges for voidable purchases that Adobe has
11 misrepresented to be “final” and nonrefundable, under a scheme that does not comply
12 with either California or Federal law and regulations. Furthermore, Adobe routinely
13 refuses to allow minors to disaffirm agreements between Adobe and said minors for use
14 of its Adobe Creative Cloud Platform (“ACCP”) in violation of California law. The
15 ACCP is a suite of online tools developed by Adobe to allow users to develop creative
16 content and distribute that content. Adobe’s ACCP agreement represents to provide
17 consumers with virtual services and access to Adobe’s services and products, charging
18 a monthly fee, which Adobe has represented to be “final” and nonrefundable. Adobe,
19 in an unfair and deceptive method, charged Plaintiff and the Class an exorbitant
20 cancellation fee after the minors attempted to disaffirm their contracts.

1 2. The ACCP is a computing platform and there is no physical product delivered to users.

2 Thus, there is no “product” to return in the event of a cancellation or lapse in the
3 agreement with Adobe. Access to the platform is simply restricted.

4 3. Adobe actively advertised, marketed, promoted, sold, and represented services with the
5 statement that “all sales are final.” Adobe knew that minors were making such
6 purchases and that minors had the right to disaffirm such contracts if they chose. Adobe
7 deceptively and specifically designed practices to induce Plaintiff and the Class to
8 believe they had no right to either disaffirm their contracts or receive refunds, when in
9 fact they did have such a right.

10 4. Adobe specifically and intentionally allowed minors to sign up for the ACCP. Attached
11 as Ex. “A” to the complaint is Adobe’s terms of service dated April 7, 2015, and which
12 were in effect at the time that Plaintiff began to use Adobe’s services. Notably section
13 1.2 requires that a user be over the age of 13 and does not require consent of the minor’s
14 parents to enter into the contract:

15 **1.2 Eligibility.** You may only use the Services if you are
16 (a) over 13 years old and (b) allowed by law to enter into a
binding contract.

17 5. Subsequently, the April 1, 2017 terms of service attached as Ex. “B” have further
18 expanded eligibility:

19 **1.2 Eligibility.** You may only use the Services if you are over
20 13 years old.

1 6. Under Cal. Fam Code § 6700, a minor may make a contract in the same manner as an
2 adult subject to the power of disaffirmance.

3 7. Under Cal Fam. Code § 6710, minors have the right to disaffirm contracts:

4 Except as otherwise provided by statute, a contract of a minor may
5 be disaffirmed by the minor before majority or within a
6 reasonable time afterwards or, in case of the minor's death within
7 that period, by the minor's heirs or personal representative.

8 8. The goods and services provided by Defendant to not constitute necessities as defined
9 under Cal. Fam. Code § 6712.

10 9. When minors directly or through their parents attempt to disaffirm the agreement,
11 Adobe either refuses to void the agreement or charges exorbitant cancellation fees.

12 **PARTIES**

13 10. Plaintiff T.K. was given a one-year license to access Adobe's Cloud Computer
14 platform ("ACCP"). She registered for this service on or about March 15, 2016.
15 Despite being prepaid, Kresch was required to provide a debit card to access ACCP.
16 See the contract materials attached as Ex. "A". At the time of the purchase, T.K. was,
17 and still is, a minor. Plaintiff is a citizen of Puerto Rico.

18 11. Lynn Kresch is the mother and natural parent of T.K. and is a citizen of Puerto Rico.

19 12. Adobe Systems, Inc. ("Adobe") is a Delaware Corporation with its principle place of
20 business at 345 Park Avenue, San Jose, California 95110.
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1 13. Adobe is registered to do business throughout the United States, including in Puerto
2 Rico, where Plaintiff is a citizen.

3 14. Adobe is authorized to do business in California and derives substantial income from
4 doing business in this state.

5 15. Upon information and belief, Adobe did sell, advertise, contract, and administer the
6 ACCP in the State of California.

7 16. Upon information and belief, Adobe directed all of its marketing activities from within
8 California.

9 17. This court has personal jurisdiction over the Adobe named herein because said Adobe
10 has its principle place of business in California

11 18. At all times herein mentioned, Adobe advertised, promoted, and supplied the ACCP to
12 consumers and the general public, including minors 13 and older.

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14 **JURISDICTION AND VENUE**

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16 19. This Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1332(d)(2)
17 because the amount in controversy exceeds \$5,000,000, there are thousands of class
18 members, there is no state in which more than 1/3 of the putative class members are
19 citizens and Plaintiff T.K. and members of the class are citizens of a State different
20 from Defendant.

1 20. At all times relevant to this action, Adobe was engaged in substantial business activities
2 in California, including, but not limited to, advertising, selling, contracting, and
3 administering the ACCP. Thus, Adobe regularly transacted business within California.

4 21. At all times relevant to this action, Adobe engaged, either directly or indirectly, in the
5 business of marketing, promoting, distributing, selling, and administering the ACCP
6 from within California with a reasonable expectation that the ACCP would be used by
7 consumers both within and without California.

8 22. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and because a substantial
9 part of the events and omissions giving rise to the claims alleged occurred within this
10 district. Furthermore, Adobe is subject to personal jurisdiction in this District.

11 **FACTUAL ALLEGATIONS**

12 23. Adobe is a multinational computer software company that provides that vast array of
13 multimedia and creativity software products for consumers, such as the ACCP,
14 Photoshop, an image editing software, Acrobat Reader, and the Portable Document
15 Format (PDF).

16 24. Adobe sells subscriptions to the ACCP which is a suite of more than 20 tools for
17 development of content by subscribers¹. These subscriptions are typically billed
18 monthly based upon an annual subscription².

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¹ <https://www.Adobe.com/creativecloud/catalog/desktop.html?promoid=KVGRV6JK&mv=other>

² <https://www.Adobe.com/creativecloud/plans.html?promoid=KSPCN>

1 25. On or about March 15, 2016, Plaintiff T.K. purchased a one-year subscription to the
2 ACCP with a gift authorization from Adobe for that purchase. At the time, T.K. was
3 13 years old and thus was eligible to use the ACCP according to Adobe's terms of
4 service. See Ex. "A", § 1.2.

5 26. As part of T.K.'s subscription, she was required to create an Adobe account. Creating
6 an Adobe account requires, among other things, selecting a user name and password,
7 providing contact and other information, and agreeing Adobe's terms of service for the
8 ACCP attaches as Ex. "A".

9 27. Furthermore, T.K. was required to provide a credit/debit card. She did so using her
10 own debit card.

11 28. T.K. and all members of the class agreed to Adobe's terms of service which were
12 substantially unchanged in respects material to this dispute during the class period.

13 29. The terms of service provided by Adobe and for which T.K. and members of the class
14 agreed does not mention anything concerning auto-renewal. Furthermore, the terms of
15 service contain an integration clause which specifically states that the terms of service
16 constitute the entire agreement between the parties. See Ex. "A", § 16.4 and Ex. "B",
17 § 16.4. Thus, even without a minor disaffirming the agreement, Adobe had no right to
18 auto-renew Class Member's subscriptions.
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1 30. On February 20, 2017, T.K. received an unsolicited e-mail from Adobe informing her
2 that her subscription would renew on March 20, 2017 on an annual basis for a fee of
3 \$49.99 per month plus tax. T.K. did not respond to this e-mail. *See Ex. "C"*.

4 31. On or about March 21, 2017, T.K. was charged \$52.99 by Adobe. *See Ex. "D"*.

5 32. On April 21, 2017, T.K. was charged \$52.99 by Adobe. Shortly thereafter, T.K.
6 through her parent Ari Kresch contacted Adobe and disaffirmed the renewal of the
7 agreement. Instead of refunding T.K. \$106.98, Adobe only refunded \$52.99 on April
8 26, 2017. *Id.*

9 33. Declaring all sales to be final, Adobe routinely refuses requests by children and their
10 parents and legal guardians to provide refunds for transactions that are subject to
11 disaffirmance under California law, and unlawfully retains the benefit of purchases by
12 minors.

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14 34. Adobe refused to allow T.K. to disaffirm the automatically renewed agreement. In
15 effect, the fees charged by Adobe are a cancellation penalty.

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17 35. Adobe targets minors for subscriptions to the ACCP. On its website, Adobe has a
18 special plan designed for students which Adobe knew or should have known would
19 include minors. *See Ex. "E"*.

1 36. Furthermore, Adobe specifically makes the student plan available to students 13 and
2 older. *See* Ex. “F”.

3 37. On information and belief, other minors seeking to disaffirm agreements with Adobe
4 are denied the right to disaffirmance and are charged by Adobe for some or all of the
5 agreement which is a nullity once disaffirmed. Adobe represents and continues to
6 represent that all subscription sales are final, even with respect to minors despite
7 minor’s right to disaffirm the agreement under California law.

8 38. Adobe’s transactions with minors also necessarily involve entering into contracts with
9 minors regarding property that is fundamentally not in the minors’ possession or
10 control. Namely, in connection with ACCP subscriptions, Adobe collects funds from
11 debit cards, credit cards, PayPal accounts, or other sources that are not in the minor’s
12 possession or control. In fact, the funds are in the possession and control of, invariably,
13 the minor’s parents and the card issuers.

14 39. As set forth above, Adobe makes it nearly impossible for minors to obtain refunds for
15 transactions with minors who attempt to request a refund and the refund itself. Adobe
16 repeatedly misinforms its users that “all sales are final”—a statement that is contrary
17 to the law of California and Adobe’s obligations under California and Federal law.

18 40. Plaintiff has lost money and been injured and suffered violations of California law in
19 connection with ACCP subscriptions that are either void or voidable under California
20 Law.
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1 41.Plaintiff’s experience with Adobe is similar to that of other minors who contract with
2 Adobe.

3 **CLASS ACTION ALLEGATIONS**

4 42.Plaintiff T.K. through her Guardian ad Litem bring this action as a class action on
5 behalf of herself and on behalf of all those similarly situated pursuant to Rule 23(b)(2)
6 and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the following Class:

7 All ACCP users who are or were minor children according to
8 Adobe’s own records for the four years preceding the date on
9 which this complaint is filed through the date on which a class is
10 certified (“Class”). Within the Class is a Subclass of minors who
11 purchased access to the ACCP and attempted to disaffirm the
agreement with Adobe according to Adobe’s customer service
records, but were charged fees according to the disaffirmed
contract (“the Minors Disaffirming Subclass”).

12 43.Excluded from the Class are Adobe; any entity in which it has a controlling interest;
13 any of its parents, subsidiaries, affiliates, officers, directors, employees and members
14 of their immediate families; members of the federal judiciary, and counsel for the
15 parties.

16 44.Subject to additional information obtained through further investigation and discovery,
17 the Class and subclass definitions may be expanded or narrowed by amendment or
18 amended complaint.

19 45.The exact number of the members of the Class (or Subclass) is not presently known,
20 but is so numerous that joinder of individual members in this action is impracticable.
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1 The exact number of the members of the Class (or Subclass) can only be ascertained
2 through discovery, because such information is in the exclusive control of Adobe.
3 However, based upon the nature of the activities alleged herein, Plaintiff believe that
4 the members of the Class (and Subclass) number at least in the tens of thousands and
5 are geographically dispersed through the United States. The identities and members of
6 the Class (and Subclass) are readily obtainable from the Adobe and its agents and are
7 maintained in the computer database of Adobe and are easily retrievable.

8 46. Plaintiff will fairly and adequately protect the interests of the Class and Subclass and
9 have retained counsel that are experienced and capable in class action litigation, and in
10 the fields of technology and consumer law. Plaintiff understands and appreciate her
11 duties to the Class and Subclass under Fed. R. Civ. P. 23 and are committed to
12 vigorously protecting the rights of absent members of the Class and Subclass.

13 47. Plaintiff is asserting claims that are typical of the claims of each member of the Class
14 and Subclass she seeks to represent, in that the claims of all members of the Class and
15 Subclass, including Plaintiff, depend upon a showing of the Adobe's unlawful
16 practices. All claims alleged on behalf of the Class and Subclass flow from this conduct
17 as well.

18 48. There is a well-defined community of interest in the questions of law and fact involved.
19 Questions of fact arising out of Defendant's conduct are common to all members of
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1 the Class and Subclass, and such common issues of law and fact predominate over any
2 questions affecting only individual members of the Class and Subclass.

3 49. Common issues of law and fact including without limitation:

- 4 a. Whether Adobe sold subscriptions to the ACCP;
- 5 b. Whether Adobe sold subscriptions to the ACCP to minors;
- 6 c. Whether Adobe intended for minors to purchase subscriptions to the ACCP
7 without the knowledge or authorization of the minors' parents or guardians;
- 8 d. Whether Adobe's sales to minors of subscriptions to the ACCP constitute void,
9 or, in the alternative, voidable contracts;
- 10 e. Whether Adobe's scheme to sell subscriptions to the ACCP to minors without
11 providing refunds under any circumstance violates California's Consumers Legal
12 Remedies Act, Cal. Civ. Code § 1750, and Unfair Competition Law, Business &
13 Professions Code § 17200 *et seq.*;
- 14 f. Whether Adobe engaged in unfair and/or otherwise unlawful practices through
15 its refusals to allow minors to disaffirm contracts;
- 16 g. Whether Plaintiff and members of the Class are entitled to recover restitution of
17 monies remitted to Adobe as a result of the actions and omissions alleged herein;
- 18 h. Whether Adobe should be enjoined from continuing to make deceptive,
19 misleading, unfair, fraudulent and/or otherwise unlawful practices through its
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1 non-disclosure of material facts and affirmative misleading statements regarding
2 the rights of minors to disaffirm contracts;

3 i. Whether Adobe was unjustly enriched by its scheme; and

4 j. Whether the Class have been damaged, and if so, in what amount; and

5 k. Whether Adobe has complied with California Family Code sections 6701(c) and
6 6710.

7 l. Whether Adobe should be enjoined from engaging in transactions with minors,
8 or, in the alternative, required to comply with all provisions of California and
9 Federal law in its transactions with minors.

10 50. Plaintiff's claims are typical of the claims of other members of the Class, and there is
11 no defense available to Adobe that is unique to any Plaintiff. Plaintiff paid hundreds or
12 more than a thousand dollars to Adobe and were denied their right to disaffirm the
13 agreements.

14 51. Plaintiff will fairly and adequately represent the interests of the Class. Plaintiff has no
15 interests that are antagonistic to those of the Class. Plaintiff has the ability to assist and
16 adequately protect the rights and interests of the Class during the litigation. Further,
17 Plaintiff is represented by counsel who are competent and experienced in this type of
18 class action litigation.

19 52. The relief sought is common to the entirety of the Class and sub-Class.
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1 53. This class action is not only the appropriate method for the fair and efficient
2 adjudication of the controversy, it is the superior method because:

- 3 a. The joinder of thousands of geographically diverse individual class members is
4 impracticable, cumbersome, unduly burdensome, and a waste of judicial and
5 litigation resources;
- 6 b. There is no special interest by class members in individually controlling
7 prosecution of separate causes of action;
- 8 c. Class members' individual claims are relatively modest compared with the
9 expense of litigating the claim, thereby making it impracticable, unduly
10 burdensome, expensive, if not totally impossible, to justify individual class
11 members addressing their loss.
- 12 d. When Adobe's liability has been adjudicated, claims of all class members can be
13 determined by the Court and administered efficiently in a manner that is far less
14 erroneous, burdensome, and expensive than if it were attempted through filing,
15 discovery, and trial of many individual cases;
- 16 e. This class action will promote orderly, efficient, expeditious, and appropriate
17 adjudication and administration of class claims to promote economies of time,
18 resources, and limited pool of recovery;
- 19 f. This class action will assure uniformity of decisions among class members;
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1 g. Without this class action, restitution will not be ordered and Adobe will be able
2 to reap the benefits or profits of its wrongdoing;

3 h. The resolution of this controversy through this class action presents fewer
4 management difficulties than individual claims filed in which the parties may be
5 subject to varying indifferent adjudications of their rights; and

6 i. Class treatment is required for optimal deterrence.

7 54. Further, class certification is appropriate because Adobe has acted, or refused to act,
8 on grounds generally applicable to the Class, making class-wide equitable, injunctive,
9 declaratory and other relief appropriate. In addition, the prosecution of separate
10 actions by or against individual members of the Class would create a risk of
11 incompatible standards of conduct for Adobe and inconsistent or varying
12 adjudications for all parties. A class action is superior to other available methods for
13 the fair and efficient adjudication of this action.

14
15 **CALIFORNIA LAW APPLIES TO THE ENTIRE CLASS**

16 55. California's substantive laws apply to every member of the Class, regardless of where
17 in the United States the class member resides. Adobe imposes on its users of the ACCP
18 "General Terms of Use". See Ex. "A". These terms must be accepted before a user is
19 allowed to make use of the ACCP. This contract provides as follows:

20 **1.1 Choice of Law. If you reside in North America, your**
21 **relationship is with Adobe Systems Incorporated, a United**

1 **States company, and the Services and Software are governed**
2 **by the law of California, U.S.A.** (emphasis in original)

3 56. Further, California's substantive laws may be constitutionally applied to the claims of
4 Plaintiff and the Class under the Due Process Clause, 14th Amend. § 1, and the Full
5 Faith and Credit Clause, Art. IV § 1 of the U.S. Constitution. California has significant
6 contact, or significant aggregation of contacts, to the claims asserted by Plaintiff and
7 all class members, thereby creating state interests that ensure that the choice of
8 California state law is not arbitrary or unfair.

9 57. Adobe's United States headquarters and principal place of business is located in
10 California. Adobe also owns property and conducts substantial business in California,
11 and therefore California has an interest in regulating Adobe's conduct under its laws.
12 Adobe's decision to reside in California and avail itself of California's laws, and to
13 engage in the challenged conduct from and emanating out of California, renders the
14 application of California law to the claims herein constitutionally permissible.

15 58. California is also the state from which Adobe's alleged misconduct emanated. This
16 conduct similarly injured and affected Plaintiff and all other class members.

17 59. The application of California laws to the Class is also appropriate under California's
18 choice of law rules because California has significant contacts to the claims of Plaintiff
19 and the proposed Class, and California has a greater interest in applying its laws here
20 than any other interested state.

21 **CAUSES OF ACTION**

FIRST CAUSE OF ACTION
(Declaratory Relief Under 28 U.S.C. § 2201)

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3 60. Plaintiff and the Class adopts by reference each and every paragraph of this Complaint
4 as if fully copied and set forth at length herein.

5 61. All purchases of access to the ACCP constitutes an offer by Adobe to enter into a sales
6 contract.

7 62. By purchasing access to the ACCP, a minor accepts Adobe's offer.

8 63. Plaintiff and the class tendered payment to Adobe for access to the ACCP. These
9 payments constitute consideration.

10 64. Accordingly, all transactions that are the subject of this Complaint are possessed of
11 the three elements of a contract, i.e., offer, acceptance, and consideration.

12 65. Cal. Fam. Code § 6710 provides minors with the right to disaffirm contracts such as
13 those at issue here.

14 66. A parent or guardian may disaffirm a contract on behalf of a minor.

15 67. The contracts between Adobe and the members of the Class are voidable – a fact
16 Adobe denies.

17 68. An actual and justiciable controversy exists between Plaintiff and Adobe concerning
18 the effect and validity of Plaintiff and the Class' disaffirmance of the ACCP
19 agreement, including without limitation that Plaintiff is informed and believes and
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1 thereon alleges that Defendant contends that the disaffirmance is not valid or effective,
2 and that the Agreement is enforceable against Plaintiff and the Class.

3 69. This claim for declaratory judgment is brought pursuant to 28 U.S.C. § 2201 *et seq.*,
4 seeking a determination by the Court that: (a) this action may proceed and be
5 maintained as a class action; (b) the sales contracts between Adobe and the Class
6 relating to the subscription to the ACCP are voidable at the option of the respective
7 Class members; (c) if the Class members elect to void the contracts, they will be
8 entitled to restitution and interest thereon; (d) if the Subclass members actually
9 attempted to disaffirm the contracts and were charged monies by Adobe, these monies
10 were not owed and those Subclass members are entitled to restitution and interest
11 thereon; (e) an award of reasonable attorneys' fees and costs of suit to Plaintiff and
12 the Class is appropriate; and (e) such other and further relief as is necessary and just
13 may be appropriate as well.

14 **SECOND CAUSE OF ACTION**

15 **Breach of Duty of Good Faith and Fair Dealing**
16 **(On Behalf of the Minors Disaffirming Subclass)**

17 70. Plaintiff and the Subclass adopt by reference each and every paragraph of this
18 Complaint as if fully copied and set forth at length herein.

19 71. The previously referenced subscriptions to the ACCP are contracts which have been
20 entered into between the Plaintiff and the Subclass and Adobe.
21

1 72. Every contract imposes upon each party a duty of good faith and fair dealing in its
2 performance and enforcement

3 73. The Plaintiff and the Subclass have performed all of the conditions required of them
4 under the contract.

5 74. Adobe knew or should have known that under California law, Minors have the right to
6 disaffirm contracts.

7 75. Adobe's conduct, as alleged above, constitutes a breach of its duty of good faith and
8 fair dealing, in that, among other things, it denied the Plaintiff and the Subclass their
9 right to disaffirm the contract and instead, imposed penalties upon Plaintiff and the
10 Subclass.

11 76. As a result of Adobe's conduct, Plaintiff and the Subclass have been damaged,
12 including as set forth above.

13 **THIRD CAUSE OF ACTION**
14 **(Violation of the California Consumers Legal Remedies Act)**

15 77. Plaintiff repeats and re-alleges herein the foregoing allegations.

16 78. At all times relevant hereto, there was in full force and effect the California Consumers
17 Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1750.

18 79. Plaintiff and the other class members are consumers within the meaning of Cal. Civ.
19 Code § 1761(d).

20 80. Plaintiff and the other class members contracted with Adobe to use the ACCP.
21

1 81.The ACCP is a service under Cal. Civ. Code § 1761(b).

2 82.Adobe repeatedly misinforms its users that “all sales are final” with regards to
3 agreements concerning the ACCP. This representation is contrary to California law
4 and Adobe’s obligations under California and Federal law.

5 83.Adobe violated the CLRA’s proscription against representing that a transaction confers
6 or involves rights, remedies, or obligations that it does not have or involve, or that are
7 prohibited by law. Cal. Civ. Code § 1770(a)(14).

8 84.Plaintiff and the Class suffered damages when they were denied the right to disaffirm
9 the agreement and were either charged a cancellation fee or were denied a refund.

10 85.Plaintiff and the Class suffered actual damages as a direct and proximate result of
11 Adobe’s actions in violation of the CLRA.

12 86.Plaintiff, on behalf of herself and for all those similarly situated, demand judgment
13 against Adobe for equitable relief in the form of restitution and/or disgorgement of
14 funds paid to Adobe.

15 87.In accordance with § 1782(a) of the CLRA, on August 10, 2017, Plaintiff’s counsel
16 served Adobe, by certified mail, return receipt requested, with notice of its alleged
17 violations of the CLRA.

18 88.If Adobe does not fully meet the demand set forth in that letter, then Plaintiff
19 will amend or seek leave to amend this complaint in order to seek the following
20 relief under CLRA § 1780, for Adobe's violations of CLRA § 1770(a)(14):
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- 1 • actual damages under Cal. Civ. Code § 1780(a)(1);
- 2 • punitive damages under Cal. Civ. Code § 1780(a)(4);
- 3 • attorneys' fees and costs under Cal. Civ. Code § 1780(d); and
- 4 • any other relief the Court deems proper under Cal. Civ. Code §
- 5 1780(a)(5).

6 **FOURTH CAUSE OF ACTION**
7 **(Violation of Business and Professions Codes § 17200, *et seq.*)**

8 89. Plaintiff and the Class adopt by reference each and every paragraph of this Complaint
9 as if fully copied and set forth at length herein.

10 90. Plaintiff and the Class are considered “Persons” as that term is defined within Cal.
11 Bus. & Prof. Code § 17201.

12 91. Adobe is a “Person” as that term is defined within Cal. Bus. & Prof. Code § 17201.

13 92. Plaintiff brings this cause of action on behalf of herself, on behalf of the other class
14 members, and in her capacity as private attorneys general against Adobe for its
15 unlawful and unfair business acts and/or practices pursuant to California’s Unfair
16 Competition Law (UCL), Business & Professions Code § 17200 *et seq.*, which
17 prohibits unlawful, unfair and/or fraudulent business acts and/or practices.

18 93. Plaintiff asserts these claims as a representative of an aggrieved group and as a private
19 attorney general on behalf of the general public and other persons who have expended
20 funds that Adobe should be required to reimburse under UCL § 17200 *et seq.*
21

1 94. This claim is predicated on the duty to refrain from unlawful, unfair, and deceptive
2 business practices. Plaintiff and the other class members hereby seek to enforce a
3 general proscription of unfair and unlawful business acts and/or practices.

4 95. Adobe committed an unlawful business act or practice in violation of the UCL § 17200
5 et seq., when it failed to provide refunds to Plaintiff and Class Members as set forth
6 in this Complaint, and when it engaged in ACCP transactions with minors without
7 complying with the requirements of California Family Code §§ 6701 and 6710.

8 96. Adobe further misinformed Plaintiff and the Class when it represented that all sales
9 were final- despite the ability for minors to disaffirm the agreement with Adobe. As
10 a result of this misinformation, members of the Minor Self-Purchasing subclass and
11 the Minor Third-Party-Purchasing subclass paid money to Adobe for cancellation fees
12 and/or subscription fees that Adobe was not entitled to receive.

13 97. Adobe's unfair practices as described within this complaint specifically violate public
14 policy as declared by specific statutory provisions, namely California Family Code
15 secs. 6701 and 6710.

16 98. As a direct and proximate cause of Adobe's violation of the UCL, Adobe has been
17 unjustly enriched and Plaintiff and the Class and Subclass have suffered harm
18 including without limitation that they have not been reimbursed for the purchases that
19 they made from Adobe, because Adobe failed to provide refunds in violation of the
20 California Family Code.
21

1 99. Plaintiff and the Class and subclass members have conferred benefits on Adobe by
2 paying for subscriptions for the ACCP where Adobe did not comply with California
3 or Federal law.

4 100. Plaintiff and the Class and subclass members have conferred benefits on Adobe by
5 paying for subscriptions for the ACCP in transactions that are void and voidable under
6 California law.

7 101. Adobe wrongfully and knowingly and willingly accepted these monetary benefits
8 from Plaintiff and the Class.

9 102. Under the circumstances alleged herein, it is inequitable for Defendant to retain
10 such benefits at the expense of Plaintiff and the Class.

11 103. As a direct and proximate result of Adobe's misconduct as set forth herein, Adobe
12 has been unjustly enriched.

13 104. Adobe has been unjustly enriched at the expense of, and to the detriment of, Plaintiff
14 and the Class by wrongfully collecting and retaining money to which Adobe, in equity,
15 is not entitled.

16 105. Plaintiff and the Class are entitled to recover from Adobe all amounts wrongfully
17 collected and improperly retained by Adobe, plus interest thereon.

18 106. As a direct and proximate result of Adobe's unjust enrichment, Plaintiff and the
19 Class have suffered injuries and are entitled to reimbursement, restitution and
20 disgorgement from Adobe of the benefits conferred by Plaintiff and the Class.
21

1 107. As a direct and proximate result of Adobe's violation of the UCL, Adobe has been
2 unjustly enriched and should be required to make restitution to Plaintiff and the Class
3 or disgorge its ill-gotten profits pursuant to the UCL § 17203.

4 108. Adobe's conduct described herein repeatedly occurred in Adobe's trade or business.

5 109. Adobe's unlawful conduct is continuing, with no indication that Adobe will cease.

6 See Ex. "B" which is the current terms of service for the ACCP.

7 110. Plaintiff, on behalf of herself and for all others similarly situated, demands
8 judgments against Adobe for injunctive relief in the form of restitution, and/or
9 disgorgement of funds paid to Adobe as alleged herein, and an injunction requiring
10 Adobe to conform its practices to California and federal law.

11 **FIFTH CAUSE OF ACTION**

12 **Unjust Enrichment**

13 **(On Behalf of the Minors Disaffirming Subclass)**

14 111. Plaintiff repeats and re-alleges herein the foregoing allegations.

15 112. Plaintiff and the Subclass have conferred benefits on Adobe by paying for
16 subscriptions to the ACCP

17 113. Adobe knowingly and willingly accepted those monetary benefits from the plaintiff
18 and Subclass.

19 114. Plaintiff and Subclass Members were entitled to disaffirm the agreements with
20 Adobe, yet Adobe retained funds that it was not otherwise entitled to in refusing to
21 allow Plaintiff and members of the class to disaffirm.

1 115. Once Plaintiff and members of the two Subclass disaffirmed the agreement, there was
2 no agreement and any funds retained by Adobe were retained without a contractual
3 basis.

4 116. Under the circumstances alleged herein, it is inequitable for Adobe to retain such
5 benefits at the expense of Plaintiff and the Subclass.

6 117. Adobe has been unjustly enriched at the expenses of, and to detriment of, Plaintiff
7 and the Subclass by wrongfully collecting and retaining money to which Adobe, in
8 equity, is not entitled.

9 118. Plaintiff and the Subclass are entitled to recover from Adobe all amounts wrongfully
10 collected and improperly retained by Adobe, plus interest thereon.

11 119. As a directed and proximate result of Adobe's unjust enrichment, Plaintiff and the
12 Subclass have suffered injury and are entitled to reimbursement, restitution and
13 disgorgement from Adobe of the benefits conferred by Plaintiff and the Subclass.

14 120. As a direct and proximate result of Adobe's misconduct as set forth herein, Adobe
15 has been unjustly enriched.

16
17 **WHEREFORE**, Plaintiff, individually and on behalf of the Class prays for
18 judgment against Adobe, as follows, as appropriate to each cause of action alleged and
19 as appropriate to the particular standing of Plaintiff and Class of similarly situation
20 individuals:
21

- 1 A. Finding that this action satisfies the prerequisites for maintenance as a class
2 action under Fed. R. Civ. 23(b)(2) and 23(b)(3), and applicable case law and
3 certifying the Class and subclass defined herein;
- 4 B. Designating Plaintiff as representative of the Class and Subclass and their
5 counsel as class counsel;
- 6 C. Entering judgment in favor of Plaintiff and the Class and against Adobe;
- 7 D. Entering a Declaratory Judgment determining that the contracts between Adobe
8 and the Class members relating to the subscriptions to the ACCP are void or in
9 the alternative voidable at the option of the respective class members and that if
10 the Class members elect to void the contracts, they will be entitled to restitution;
- 11 E. An injunction that either requires Adobe to either cease selling subscriptions to
12 the ACCP to minors or substantially change its practices regarding transactions
13 with minors, and to otherwise conform its practices with California and federal
14 law;
- 15 F. Providing all other equitable and injunctive relief sought under the UCL above;
- 16 G. Awarding Plaintiff and members of the Class their individual and statutory
17 damages and attorneys' fees and allowing costs, including interest thereon;
18 and/or restitution and equitable relief; and
- 19 H. Granting such further relief as the Court deems just.
20
21

DEMAND FOR JURY TRIAL

Plaintiff and the Class hereby demand jury trial on all claims so triable in this action.

Dated: August 10, 2017

Respectfully Submitted,

EXCOLO LAW, PLLC

/s/ Keith Altman

Keith Altman (SBN 257309)
Solomon Radner (*phv* to be applied)
Excolo Law PLLC
26700 Lahser Road
Suite 401
Southfield, MI 48033
(516)456-5885
kaltman@lawampmmt.com

Attorneys for Plaintiff and the Class

DECLARATION OF KEITH ALTMAN

PURSUANT TO CALIFORNIA CIVIL CODE § 1780(d)

I, Keith Altman, declare as follows:

1. I submit this declaration pursuant to section 1780 (d) of the California Consumers Legal Remedies Act. I have personal knowledge of the matters set forth below and if called as a witness could and would be competent to testify thereto.

2. Defendant Adobe Systems, Inc. (“Adobe”) is a Delaware Corporation with its principle place of business at 345 Park Avenue, San Jose, California 95110.

3. This action is being commenced in the Northern District of California. Defendant’s principle place of business is located within the Northern District of California. According to N.D. CA local rule 3.2(e), this case will be assigned to the San Jose division which is located in Santa Clara county.

I declare under the penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed on August 10, 2017 in Southfield, MI.

/s/ Keith Altman

Keith Altman

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VERIFICATION

I, the undersigned, certify and declare that I have read the foregoing complaint, and know its contents.

I am the attorney for Plaintiff to this action. Such parties are absent from the county where I have my office and is unable to verify the document described above. For that reason, I am making this verification for and on behalf of the Plaintiff. I am informed and believe on that ground allege the matters stated in said document are true.

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

Executed on August 10, 2017 at Southfield, MI

Respectfully Submitted,

Excolo Law, PLLC

By: /s Keith Altman
Keith L. Altman, SBN 257309
Attorney for Plaintiff
Excolo Law, PLLC
26700 Lahser Road Suite 401
Southfield, MI 48033
516-456-5885
kaltman@lawampmmt.com

Attorneys for Plaintiff and the Class

Exhibit “A”

Adobe General Terms of Use

Adobe General Terms of Use

Last updated April 7, 2015. Replaces the June 18, 2014 version in its entirety.

These terms govern your use of our website or services such as the Creative Cloud (collectively, “**Services**”) and software that we include as part of the Services, including any applications, Content Files (defined below), scripts, instruction sets, and any related documentation (collectively “**Software**”). By using the Services or Software, you agree to these terms. If you have entered into another agreement with us concerning specific Services or Software, then the terms of that agreement controls where it conflicts with these terms. **As discussed more in Section 3 below, you retain all rights and ownership you have in your content that you make available through the Services.**

1. How this Agreement Works.

1.1 Choice of Law. If you reside in North America, your relationship is with Adobe Systems Incorporated, a United States company, and the Services and Software are governed by the law of California, U.S.A. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and the Services and Software are governed by the law of Ireland. For customers in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Australia Trading Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Australia Trading Pty Ltd. You may have additional rights under the law. We do not seek to limit those rights where it is prohibited by law.

1.2 Eligibility. You may only use the Services if you are (a) over 13 years old and (b) allowed by law to enter into a binding contract.

1.3 Privacy. The Privacy Policy at <http://www.adobe.com/go/privacy> governs any personal information you provide to us. By using the Services or Software you agree to the terms of the Privacy Policy.

1.4 Availability. Pages describing the Services are accessible worldwide but this does not mean all Services or service features are available in your country, or that user-generated content available via the Services is legal in your country. We may block access to certain Services (or certain service features or content) in certain countries. It is your responsibility to make sure your use of the Services is legal where you use them. Services are not available in all languages.

1.5 Additional Terms. Some Services or Software are also subject to the additional terms below (the “**Additional Terms**”). Any content that we provide to you (such as Software, SDK, samples, etc.) are licensed, not sold, to you, and may be subject to Additional Terms. New Additional Terms may be added from time to time.

Acrobat.com	Document Cloud	Behance	Software included as part of the Services
Adobe Content Server 4	Business Catalyst	PhoneGap Build	CS6 Software
Adobe Translation Center	EchoSign	Typekit	CC 2013 Software
Adobe Creative SDK	Presenter Dashboard Service	Adobe Stock	Demo Assets
Adobe Digital Publishing Services	Project 1324		

1.6 Order of Precedence. If there is any conflict between the terms in this Agreement and the Additional Terms, then the Additional Terms govern in relation to that Service or Software.

1.7 Modification. We may modify, update, or discontinue the Services, Software (including any of their portions or features) at any time without liability to you or anyone else. However, we will make reasonable effort to notify you before we make the change. We will also allow you a reasonable time to download your content. If we discontinue a Service in its entirety, then we will provide you with a pro rata refund for any unused fees for that Service that you may have prepaid.

2. Use of Service.

2.1 License. Subject to your compliance with these terms and the law, you may access and use the Services.

2.2 Adobe Intellectual Property. We (and our licensors) remain the sole owner of all right, title, and interest in the Services and Software. We reserve all rights not granted under these terms.

2.3 Storage. When the Services provide storage, we recommend that you continue to back up your content regularly. We may create reasonable technical limits on your content, such as limits on file size, storage space, processing capacity, and other technical limits. We may suspend the Services until you are within the storage space limit associated with your account.

2.4 User-Generated Content. We may host user-generated content from our users. If you access our Services, you may come across content that you find offensive or upsetting. Your sole remedy is to simply stop viewing the content. If available, you may also click on the “Report” button to report the content to us.

2.5 Content Files. “Content Files” means Adobe-provided sample files such as stock images or sounds. Unless the documentation or specific license associated with the Content Files state otherwise, you may use, display, modify, reproduce, and distribute any of the Content Files. However, you may not distribute the Content Files on a stand-alone basis (i.e., in circumstances in which the Content Files constitute the primary value of the product being distributed), and you must not claim any trademark rights in the Content Files or derivative works of the Content Files.

2.6 Other License Types.

(a) **NFR Version.** We may designate the Software or Services as “trial”, “evaluation”, “not for resale”, or other similar designation (“NFR Version”). You may install and use the NFR Version only during the period and only for the purposes that we have stated when we provide the NFR Version. You must not use any materials you produce with the NFR Version for anything other than non-commercial purposes.

(b) **Pre-release Version.** We may designate the Software or Services as a pre-release or beta version (“Pre-release Version”). Pre-release Version does not represent the final product and may contain bugs that may cause system or other failure and data loss. We may choose not to commercially release the Pre-release Version. You must promptly cease using the Pre-release Version and destroy all copies of Pre-release Version if we request you to do so, or if we release a commercial version of the Pre-release Version. Any separate agreement we enter into with you governing the Pre-release Version will supersede the provisions on Pre-Release Version set out in this section.

(c) **Education Version.** If we designate the Software or Service as for use by educational users (“Educational Version”), then you may only use the Educational Version if you meet the eligibility requirements stated at http://www.adobe.com/go/edu_purchasing. You may install and use Educational Version only in the country where you are qualified as an educational user. If you reside in the European Economic Area, then the word “country” in the sentence preceding this one means the European Economic Area.

3. Your Content.

3.1 Ownership. You retain all rights and ownership of your content. We do not claim any ownership rights to your content.

3.2 Licenses to Your Content in Order to Operate the Services. We require certain licenses from you to your content to operate and enable the Services. When you upload content to the Services, you grant us a non-exclusive, worldwide, royalty-free, sub-licensable, and transferrable license to use, reproduce, publicly display, distribute, modify (so as to better

showcase your content, for example), publicly perform, and translate the content as needed in response to user driven actions (such as when you choose to store privately or share your content with others). **This license is only for the purpose of operating or improving the Services.**

3.3 Our Access. We will not access, view, or listen to any of your content, except as reasonably necessary to perform the Services. Actions reasonably necessary to perform the Services may include (but are not limited to) (a) responding to support requests; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; and (c) enforcing these terms.

3.4 Sharing Your Content.

(a) **Sharing.** Some Services may provide features that allow you to Share your content with other users or to make it public. “**Share**” means to email, post, transmit, upload, or otherwise make available (whether to us or other users) through your use of the Services. Other users may use, copy, modify, or re-share your content in many ways. Please consider carefully what you choose to Share or make public as you are entirely responsible for the content that you Share.

(b) **Level of Access.** We do not monitor or control what others do with your content. You are responsible for determining the limitations that are placed on your content and for applying the appropriate level of access to your content. If you do not choose the access level to apply to your content, the system may default to its most permissive setting. It’s your responsibility to let other users know how your content may be shared and adjust the setting related to accessing or sharing of your content.

(c) **Comments.** The Services may allow you to comment on content. Comments are not anonymous, and may be viewed by other users. Your comments may be deleted by you, other users, or us.

3.5 Termination of License. You may revoke this license to your content and terminate our rights at any time by removing your content from the Service. However, some copies of your content may be retained as part of our routine backups.

3.6 Feedback. You have no obligation to provide us with ideas, suggestions, or proposals (“**Feedback**”). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

3.7 Selling Your Content. We may allow you to license your content to other users through our Services. If available, you may choose to license your content through us under a separate agreement or directly to other users under an agreement between you and the buyer.

4. Account Information.

You are responsible for all activity that occurs via your account. Please notify Customer Support immediately if you become aware of any unauthorized use of your account. You may not (a) Share your account information (except with an authorized account administrator) or (b) use another person's account. Your account administrator may use your account information to manage your use and access to the Services.

5. User Conduct.

5.1 Responsible Use. The Adobe communities often consist of users who expect a certain degree of courtesy and professionalism. You must use the Services responsibly.

5.2 Misuse. You must not misuse the Services, Software, or content that we provide to you as part of the Services. For example, you must not:

- (a) copy, modify, host, stream, sublicense, or resell the Services, Software, or content;
- (b) enable or allow others to use the Service, Software, or content using your account information;
- (c) use the content or Software included in the Services to construct any kind of database;
- (d) access or attempt to access the Services by any means other than the interface we provided or authorized;
- (e) circumvent any access or use restrictions put into place to prevent certain uses of the Services;
- (f) share content or engage in behavior that violates anyone's Intellectual Property Right ("**Intellectual Property Rights**" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights.);
- (g) upload or share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful;
- (h) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (i) attempt to disable, impair, or destroy the Services, software, or hardware;

(j) disrupt, interfere with, or inhibit any other user from using the Services (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way),

(k) engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages;

(l) place advertisement of any products or services in the Services;

(m) use any data mining or similar data gathering and extraction methods in connection with the Services; or

(n) violate applicable law.

6. Fees and Payment.

6.1 Taxes and Third-Party Fees. You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees). We are not responsible for these fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses.

6.2 Credit Card Information. If you do not notify us of updates to your payment method, to avoid interruption of your service, we may participate in programs supported by your card provider to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

7. Your Warranty and Indemnification Obligations.

7.1 Warranty. By uploading your content to the Services, you agree that you have: (a) all necessary licenses and permissions, to use and Share your content and (b) the rights necessary to grant the licenses in these terms.

7.2 Indemnification. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your content, your use of the Services or Software, or your violation of these terms.

8. Disclaimers of Warranties.

8.1 Unless stated in the Additional Terms, the Services and Software are provided “AS-IS.” To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Services. We further disclaim any warranty that (a) the Services or Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the Services or Software will be effective, accurate, or reliable; (c) the quality of the Services or Software will meet your expectations; or that (d) any errors or defects in the Services or Software will be corrected.

8.2 We specifically disclaim any liability for any actions resulting from your use of any Services or Software. You may use and access the Services or Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use and access of any Service or Software.

9. Limitation of Liability.

9.1 Unless stated in the Additional Terms, we are not liable to you or anyone else for: (a) any loss of use, data, goodwill, or profits, whether or not foreseeable; and (b) any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (x) resulting from loss of use, data, or profits, whether or not foreseeable, (y) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (z) arising from any other claim arising out of or in connection with your use of or access to the Services or Software. Nothing in these terms limits or excludes our liability for gross negligence, for our (or our employees’) intentional misconduct, or for death or personal injury.

9.2 Our total liability in any matter arising out of or related to these terms is limited to US \$100 or the aggregate amount that you paid for access to the Service and Software during the three-month period preceding the event giving rise to the liability, whichever is larger. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.

9.3 The limitations and exclusions in this Section 9 apply to the maximum extent permitted by law.

10. Termination.

10.1 Termination by You. You may stop using the Services at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees.

10.2 Termination by Us. If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination via the email address you provide to us with instructions on how to retrieve your content. Unless stated in Additional Terms, we may at any time terminate these terms (and your access to Services or Software) with you if:

- (a) you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);
- (b) you fail to make the timely payment of fees for the Software or the Services, if any;
- (c) we are required to do so by law (for example, where the provision of the Services or Software to you is, or becomes, unlawful);
- (d) we elect to discontinue the Services or Software, in whole or in part, (such as if it becomes impractical for us to continue offering Services in your region due to change of law); or
- (e) there has been an extended period of inactivity in your free account

10.3 Termination by Group Administrator. Group administrators for a Service such as “Creative Cloud for team” may terminate a user’s access to a Service at any time. If your group administrator terminates your access, then you may no longer be able to access content that you or other users of the group have shared on a shared workspace within that Service.

10.4 Survival. Upon expiration or termination of these terms, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive. Upon the expiration or termination of the Services, some or all of the Software may cease to operate without prior notice.

11. Investigations.

11.1 Screening. We do not review all content uploaded to the Services, but we may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords that indicate adult content has been posted outside of the adult wall).

11.2 Disclosure. We may access or disclose information about you, or your use of the Services, (a) when it is required by law (such as when we receive a valid subpoena or search warrant); (b) to respond to your requests for customer service support; or (c) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, or the public.

12. Export Control Laws.

The Software, Services, content, and your use of the Software, Services, and content, are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Software, Services, and content. You agree to comply with all the laws, restrictions, and regulations.

13. Dispute Resolution.

13.1 Process. For any concern or dispute you may have, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, you or Adobe must resolve any claims relating to these terms, the Services, or the Software through final and binding arbitration, except that you may assert claims in small claims court if your claims qualify.

13.2 Rules. If you reside in the Americas, JAMS will administrate the arbitration in Santa Clara County, California pursuant to its Comprehensive Arbitration Rules and Procedures. If you reside in Australia, New Zealand, Japan, mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan R.O.C., the Republic of Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations (ASEAN), then the Singapore International Arbitration Centre (SIAC) will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this section. Otherwise, the London Court of International Arbitration (LCIA) will administer the arbitration in London under the LCIA Arbitration Rules. There will be one arbitrator that you and Adobe both select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over the parties.

13.3 No Class Actions. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

13.4 Injunctive Relief. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or content in violation of these terms you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

14. Compliance with Licenses.

If you are a business, company, or organization, then we may, no more than once every 12 months, upon seven 7 days' prior notice to you, appoint our personnel or an independent third party auditor who is obliged to maintain confidentiality to inspect (including manual inspection, electronic methods, or both) your records, systems, and facilities to verify that your installation

and use of any and all Software or Services is in conformity with its valid licenses from us. Additionally, you will provide us with all records and information requested by us in order to verify that its installation and use of any and all Software and Services is in conformity with your valid licenses from us within 30 days of our request. If the verification discloses a shortfall in licenses for the Software or Services, you will immediately acquire any necessary licenses, subscriptions, and any applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, then you will also pay for our reasonable cost of conducting the verification.

15. Modification.

We may modify these terms or any additional terms that apply to a Service or Software to, for example, reflect changes to the law or changes to our Services or Software. You should look at the terms regularly. We will post notice of modifications to these terms on this page. We will post notice of modified additional terms in the applicable Service or Software. By continuing to use or access the Services or Software after the revisions come into effect, you agree to be bound by the revised terms.

16. Miscellaneous.

16.1 English Version. The English version of these terms will be the version used when interpreting or construing these terms.

16.2 Notice to Adobe. You may send the notices to us to at the following address: Adobe Systems, 345 Park Avenue, San Jose, California 95110-2704, Attention: General Counsel.

16.3 Notice to You. We may notify you by email, postal mail, postings within the Services, or other legally acceptable means.

16.4 Entire Agreement. These terms constitute the entire agreement between you and us regarding your use of the Services and Software and supersede any prior agreements between you and us relating to the Services.

16.5 Non-Assignment. You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent and any such attempt will be void. We may transfer our rights under these terms to a third party.

16.6 Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

16.7 No Waiver. Our failure to enforce or exercise any of these terms is not a waiver of that section.

17. DMCA.

We respect the Intellectual Property Rights of others and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act ("DMCA"). You can learn more about Adobe's IP Takedown policies and practices here: <http://www.adobe.com/legal/dmca.html>.

Adobe Systems Incorporated: 345 Park Avenue, San Jose, California 95110-2704

Adobe Systems Software Ireland Limited: 4-6 Riverwalk, City West Business Campus, Saggart, Dublin 24

Adobe_General_Terms_of_Use-en_US-20150407_2200



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Exhibit “B”

Adobe

Creativity & Design

Marketing & Analytics

PDF & E-Signatures

Business Solutions

LEGAL

Trade Compliance

Copyright, Trademark & DMCA

Law Enforcement Requests

Privacy

Adobe General Terms of Use

Last updated April 1, 2017. Replaces the prior version in its entirety.

These terms govern your use of our website or services such as the Creative Cloud (collectively, “**Services**”) and software that we include as part of the Services, including any applications, Content Files (defined below), scripts, instruction sets, and any related documentation (collectively “**Software**”). By using the Services or Software, you agree to these terms. If you have entered into another agreement with us concerning specific Services or Software, then the terms of that agreement controls where it conflicts with these terms. **As discussed more in Section 3 below, you retain all rights and ownership you have in your content that you make available through the Services.**

1. How this Agreement Works.

1.1 Choice of Law. If you reside in North America, your relationship is with Adobe Systems Incorporated, a United States company, and the Services and Software are governed by the law of California, U.S.A. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and the Services and Software are governed by the law of Ireland. For customers in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Systems Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Systems Pty Ltd. You may have additional rights under the law. We do not seek to limit those rights where it is prohibited by law.

1.2 Eligibility. You may only use the Services if you are over 13 years old.

1.3 Privacy. The Privacy Policy at <http://www.adobe.com/go/privacy> governs any personal information you provide to us. **By using the Services or Software you agree to the terms of the Privacy Policy.**

1.4 Desktop Application Usage Data. You have the option to share information with Adobe about how you use our desktop applications. This option is turned on by default. This information is associated with your Adobe account and allows us to provide you with a more personalized experience, and helps us improve product quality and features. You can change your preference any time on your Adobe Account Management page. To learn more about desktop application usage data, go to http://www.adobe.com/go/app_usage_FAQ

1.5 Availability. Pages describing the Services are accessible worldwide but this does not mean all Services or service features are available in your country, or that user-generated content available via the Services is legal in your country. We may block access to certain Services (or certain service features or content) in certain countries. It is your responsibility to make sure your use of the Services is legal where you use them. Services are not available in all languages.

1.6 Additional Terms. Some Services or Software are also subject to the additional terms below (the “**Additional Terms**”). Any content that we provide to you (such as Software, SDK, samples, etc.) are licensed, not sold, to you, and may be subject to Additional Terms. New Additional Terms may be added from time to time.

Acrobat.com	Adobe Stock Contributor	CC 2013 Software	Document Cloud (including Sign)	PhoneGap Build
Adobe Creative SDK	Behance	CS6 Software	Fuse	Software included as part of the Services
Adobe Stock	Business Catalyst	Demo Assets	Project 1324	Typekit

1.7 Order of Precedence. If there is any conflict between the terms in this Agreement and the Additional Terms, then the Additional Terms govern in relation to that Service or Software.

1.8 Modification. We may modify, update, or discontinue the Services, Software (including any of their portions or features) at any time without liability to you or anyone else. However, we will make reasonable effort to notify you before we make the change. We will also allow you a reasonable time to download your content. If we discontinue a Service in its entirety, then we will provide you with a pro rata refund for any unused fees for that Service that you may have prepaid.

2. Use of Service.

2.1 License. Subject to your compliance with these terms and the law, you may access and use the Services.

2.2 Adobe Intellectual Property. We (and our licensors) remain the sole owner of all right, title, and interest in the Services and Software. We reserve all rights not granted under these terms.

2.3 Storage. When the Services provide storage, we recommend that you continue to back up your content regularly. We may create reasonable technical limits on your content, such as limits on file size, storage space, processing capacity, and other technical limits. We may suspend the Services until you are within the storage space limit associated with your account.

2.4 User-Generated Content. We may host user-generated content from our users. If you access our Services, you may come across content that you find offensive or upsetting. Your sole remedy is to simply stop viewing the content. If available, you may also click on the “Report” button to report the content to us.

2.5 Content Files. “**Content Files**” means Adobe-provided sample files such as stock images or sounds. Unless the documentation or specific license associated with the Content Files state otherwise, you may use, display, modify, reproduce, and distribute any of the Content Files. However, you may not distribute the Content Files on a stand-alone basis (i.e., in circumstances in which the Content Files constitute the primary value of the product being distributed), and you must not claim any trademark rights in the Content Files or derivative works of the Content Files.

2.6 Other License Types.

(a) **NFR Version.** We may designate the Software or Services as “trial”, “evaluation”, “not for resale”, or other similar designation (“**NFR Version**”). You may install and use the NFR Version only during the period and only for the purposes that we have stated when we provide the NFR Version. You must not use any materials you produce with the NFR Version for anything other than non-commercial purposes.

(b) **Pre-release Version.** We may designate the Software or Services, or a feature of the Software or Services, as a pre-release or beta version (“**Pre-release Version**”). Pre-release Version does not represent the final product and may contain bugs that may cause system or other failure and data loss. We may choose not to commercially release the Pre-release Version. You must promptly cease using the Pre-release Version and destroy all copies of Pre-release Version if we request you to do so, or if we release a commercial version of the

Pre-release Version. Any separate agreement we enter into with you governing the Pre-release Version will supersede the provisions on Pre-Release Version set out in this section.

(c) **Education Version.** If we designate the Software or Service as for use by educational users (“**Educational Version**”), then you may only use the Educational Version if you meet the eligibility requirements stated at http://www.adobe.com/go/edu_purchasing. You may install and use Educational Version only in the country where you are qualified as an educational user. If you reside in the European Economic Area, then the word “country” in the sentence preceding this one means the European Economic Area.

3. Your Content.

3.1 Ownership. You retain all rights and ownership of your content. We do not claim any ownership rights to your content.

3.2 Licenses to Your Content in Order to Operate the Services. We require certain licenses from you to your content to operate and enable the Services. When you upload content to the Services, you grant us a non-exclusive, worldwide, royalty-free, sub-licensable, and transferrable license to use, reproduce, publicly display, distribute, modify (so as to better showcase your content, for example), publicly perform, and translate the content as needed in response to user driven actions (such as when you choose to store privately or share your content with others). **This license is only for the purpose of operating or improving the Services.**

3.3 Our Access. We will only access, view, or listen to your content in limited ways. For example, in order to perform the Services, we may need to access, view, or listen to your content to (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, unlawful, or technical issues; and (c) enforce these terms. Our automated systems may analyze your content using techniques such as machine learning. This analysis might occur as the content is sent, received, or when it is stored. From this analysis, we are able to improve the Services. To learn more about the machine learning we do, go to http://www.adobe.com/go/machine_learning.

3.4 Sharing Your Content.

(a) **Sharing.** Some Services may provide features that allow you to Share your content with other users or to make it public. “**Share**” means to email, post, transmit, upload, or otherwise make available (whether to us or other users) through your use of the Services. Other users may use, copy, modify, or re-share your content in many ways. Please consider carefully what you choose to Share or make public as you are entirely responsible for the content that you Share.

(b) **Level of Access.** We do not monitor or control what others do with your content. You are

responsible for determining the limitations that are placed on your content and for applying the appropriate level of access to your content. If you do not choose the access level to apply to your content, the system may default to its most permissive setting. It's your responsibility to let other users know how your content may be shared and adjust the setting related to accessing or sharing of your content.

(c) **Comments.** The Services may allow you to comment on content. Comments are not anonymous, and may be viewed by other users. Your comments may be deleted by you, other users, or us.

3.5 Termination of License. You may revoke this license to your content and terminate our rights at any time by removing your content from the Service. However, some copies of your content may be retained as part of our routine backups.

3.6 Feedback. You have no obligation to provide us with ideas, suggestions, or proposals (“**Feedback**”). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

3.7 Selling Your Content. We may allow you to license your content to other users through our Services. If available, you may choose to license your content through us under a separate agreement or directly to other users under an agreement between you and the buyer.

4. Account Information.

You are responsible for all activity that occurs via your account. Please notify Customer Support immediately if you become aware of any unauthorized use of your account. You may not (a) Share your account information (except with an authorized account administrator) or (b) use another person's account. Your account administrator may use your account information to manage your use and access to the Services.

5. User Conduct.

5.1 Responsible Use. The Adobe communities often consist of users who expect a certain degree of courtesy and professionalism. You must use the Services responsibly.

5.2 Misuse. You must not misuse the Services, Software, or content that we provide to you as part of the Services. For example, you must not:

- (a) copy, modify, host, stream, sublicense, or resell the Services, Software, or content;
- (b) enable or allow others to use the Service, Software, or content using your account information;
- (c) use the content or Software included in the Services to construct any kind of database;
- (d) access or attempt to access the Services by any means other than the interface we provided or authorized;
- (e) circumvent any access or use restrictions put into place to prevent certain uses of the Services;
- (f) share content or engage in behavior that violates anyone's Intellectual Property Right ("**Intellectual Property Rights**" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights.);
- (g) upload or share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful;
- (h) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (i) attempt to disable, impair, or destroy the Services, software, or hardware;
- (j) disrupt, interfere with, or inhibit any other user from using the Services (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way),
- (k) engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages;
- (l) place advertisement of any products or services in the Services except with our prior written approval;
- (m) use any data mining or similar data gathering and extraction methods in connection with the Services; or
- (n) violate applicable law.

6. Fees and Payment.

6.1 Taxes and Third-Party Fees. You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees, foreign transaction fees). We are not responsible for these fees. Contact your financial institution with questions about fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses. If you are located in a different country from the applicable Adobe entity that you are transacting with (i.e. Adobe Systems Incorporated for North American customers and Adobe Systems Software Ireland Limited for customers in all other countries), your payments will be made to a foreign entity.

6.2 Credit Card Information. If you do not notify us of updates to your payment method, to avoid interruption of your service, we may participate in programs supported by your card provider to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

7. Your Warranty and Indemnification Obligations.

7.1 Warranty. By uploading your content to the Services, you agree that you have: (a) all necessary licenses and permissions, to use and Share your content and (b) the rights necessary to grant the licenses in these terms.

7.2 Indemnification. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your content, your use of the Services or Software, or your violation of these terms.

8. Disclaimers of Warranties.

8.1 Unless stated in the Additional Terms, the Services and Software are provided "AS-IS." To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Services. We further disclaim any warranty that (a) the Services or Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the Services or Software will be effective, accurate, or reliable; (c) the quality of the Services or Software will meet your expectations; or that (d) any errors or defects in the Services or Software will be corrected.

8.2 We specifically disclaim any liability for any actions resulting from your use of any Services or Software. You may use and access the Services or Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use and access of any Service or Software.

9. Limitation of Liability.

9.1 Unless stated in the Additional Terms, we are not liable to you or anyone else for: (a) any loss of use, data, goodwill, or profits, whether or not foreseeable; and (b) any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (x) resulting from loss of use, data, or profits, whether or not foreseeable, (y) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (z) arising from any other claim arising out of or in connection with your use of or access to the Services or Software. Nothing in these terms limits or excludes our liability for gross negligence, for our (or our employees') intentional misconduct, or for death or personal injury.

9.2 Our total liability in any matter arising out of or related to these terms is limited to US \$100 or the aggregate amount that you paid for access to the Service and Software during the three- month period preceding the event giving rise to the liability, whichever is larger. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.

9.3 The limitations and exclusions in this Section 9 apply to the maximum extent permitted by law.

10. Termination.

10.1 Termination by You. You may stop using the Services at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees.

10.2 Termination by Us. If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination via the email address you provide to us with instructions on how to retrieve your content. Unless stated in Additional Terms, we may, at any time, terminate your right to use and access the Services or Software if:

(a) you breach any provision of these terms (or act in a manner that clearly shows you do not

intend to, or are unable to, comply with these terms);

(b) you fail to make the timely payment of fees for the Software or the Services, if any;

(c) we are required to do so by law (for example, where the provision of the Services or Software to you is, or becomes, unlawful);

(d) we elect to discontinue the Services or Software, in whole or in part, (such as if it becomes impractical for us to continue offering Services in your region due to change of law); or

(e) there has been an extended period of inactivity in your free account.

10.3 Termination by Group Administrator. Group administrators for a Service such as “Creative Cloud for team” may terminate a user’s access to a Service at any time. If your group administrator terminates your access, then you may no longer be able to access content that you or other users of the group have shared on a shared workspace within that Service.

10.4 Survival. Upon expiration or termination of these terms, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive. Upon the expiration or termination of the Services, some or all of the Software may cease to operate without prior notice.

11. Investigations.

11.1 Screening. We do not review all content uploaded to the Services, but we may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords that indicate adult content has been posted outside of the adult wall).

11.2 Disclosure. We may access or disclose information about you, or your use of the Services, (a) when it is required by law (such as when we receive a valid subpoena or search warrant); (b) to respond to your requests for customer service support; or (c) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, or the public.

12. Export Control Laws.

The Software, Services, content, and your use of the Software, Services, and content, are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Software, Services, and content. You agree to comply with all the laws, restrictions, and regulations.

13. Dispute Resolution.

13.1 Process. For any concern or dispute you may have, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, you or Adobe must resolve any claims relating to these terms, the Services, or the Software through final and binding arbitration, except that you may assert claims in small claims court if your claims qualify.

13.2 Rules. If you reside in the Americas, JAMS will administrate the arbitration in Santa Clara County, California pursuant to its Comprehensive Arbitration Rules and Procedures. If you reside in Australia, New Zealand, Japan, mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan, South Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations (ASEAN), then the Singapore International Arbitration Centre (SIAC) will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this section. Otherwise, the London Court of International Arbitration (LCIA) will administer the arbitration in London under the LCIA Arbitration Rules. There will be one arbitrator that you and Adobe both select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over the parties.

13.3 No Class Actions. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

13.4 Injunctive Relief. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or content in violation of these terms you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

14. Compliance with Licenses.

If you are a business, company, or organization, then we may, no more than once every 12 months, upon seven 7 days' prior notice to you, appoint our personnel or an independent third party auditor who is obliged to maintain confidentiality to inspect (including manual inspection, electronic methods, or both) your records, systems, and facilities to verify that

your installation and use of any and all Software or Services is in conformity with its valid licenses from us. Additionally, you will provide us with all records and information requested by us in order to verify that its installation and use of any and all Software and Services is in conformity with your valid licenses from us within 30 days of our request. If the verification discloses a shortfall in licenses for the Software or Services, you will immediately acquire any necessary licenses, subscriptions, and any applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, then you will also pay for our reasonable cost of conducting the verification.

15. Modification.

We may modify these terms or any additional terms that apply to a Service or Software to, for example, reflect changes to the law or changes to our Services or Software. You should look at the terms regularly. We will post notice of modifications to these terms on this page. We will post notice of modified additional terms in the applicable Service or Software. By continuing to use or access the Services or Software after the revisions come into effect, you agree to be bound by the revised terms.

16. Miscellaneous.

16.1 English Version. The English version of these terms will be the version used when interpreting or construing these terms.

16.2 Notice to Adobe. You may send the notices to us at the following address: Adobe Systems, 345 Park Avenue, San Jose, California 95110-2704, Attention: General Counsel.

16.3 Notice to You. We may notify you by email, postal mail, postings within the Services, or other legally acceptable means.

16.4 Entire Agreement. These terms constitute the entire agreement between you and us regarding your use of the Services and Software and supersede any prior agreements between you and us relating to the Services.

16.5 Non-Assignment. You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent and any such attempt will be void. We may transfer our rights under these terms to a third party.

16.6 Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

16.7 No Waiver. Our failure to enforce or exercise any of these terms is not a waiver of that

section.

17. DMCA.

We respect the Intellectual Property Rights of others and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act (“DMCA”). You can learn more about Adobe's IP Takedown policies and practices here: <http://www.adobe.com/legal/dmca.html>.

Adobe Systems Incorporated: 345 Park Avenue, San Jose, California 95110-2704

Adobe Systems Software Ireland Limited: 4-6 Riverwalk, City West Business Campus, Saggart, Dublin 24

Adobe_General_Terms_of_Use-en_US-20170331_2200

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Products

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Exhibit “C”

----- Forwarded message -----

From: **Adobe Creative Cloud** <message@adobe.com>

Date: Mon, Feb 20, 2017 at 6:59 AM

Subject: Your membership is about to renew

To: g [REDACTED] <[\[REDACTED\]@gmail.com](mailto:[REDACTED]@gmail.com)>



Your renewal notice

Your annual membership will renew automatically on 20-March-2017 (PT).
The terms are outlined below.

Membership details:

Creative Cloud membership (one-year)

Renewal rate:

USD 49.99 plus Tax/VAT

If you ever need to view or print invoices, open your [Billing History](#) or navigate through your Account Management page: Manage Account > Plans & Products > Manage Plan.

Thank you,
Adobe



What's New

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Exclusive Training

Complete free [Learn and](#)



Need Help?

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the desktop apps.

Support tutorials
for all your favorite
products.

stuck.

[Manage Account](#)

[Customer Support](#)

[Forums](#)

Annual contract, paid monthly

Service begins as soon as your initial payment is processed. You'll be charged the rate stated at the time of purchase, plus applicable taxes (such as value added tax when the stated rate doesn't include Tax/VAT), every month for the duration of your annual contract. If the applicable Tax/VAT rate (or other included tax or duty) changes during your one-year term, the tax-inclusive price will adjust accordingly. Your contract will renew automatically, on your annual renewal date, until you cancel. Renewal rates are subject to change, but we'll always notify you beforehand. If you cancel within 14 days of your order, you'll be fully refunded. Should you cancel after 14 days, you'll be charged 50% of your remaining contract obligation and your service will continue until the end of that month's billing period. Cancellations can be made any time by visiting your [Manage Account](#) page or by contacting [Customer Support](#).

Annual contract, prepaid

Service begins as soon as your payment is processed. You'll be charged the annual rate stated at the time of purchase as one lump sum, plus applicable taxes. Your contract will renew automatically, on your annual renewal date, until you cancel. Renewal rates are subject to change, but we'll always notify you beforehand. If you cancel within 14 days of your order, you'll be fully refunded. Should you cancel after 14 days, your payment is non-refundable and your service will continue until the end of your contracted term. Cancellations can be made any time by visiting your [Manage Account](#) page or by contacting [Customer Support](#).

Annual contract, direct debit (Japan and Germany)

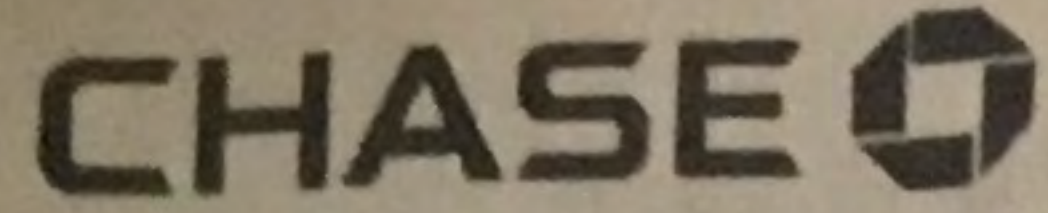
Service begins as soon as your order is processed. Full payment of the stated annual rate, plus applicable taxes, is due within 30 days of placing your order. Your contract will renew automatically, on your annual renewal date, until you cancel. Renewal rates are subject to change, but we'll always notify you beforehand. If you cancel within 14 days of your order, you'll be fully refunded. Should you cancel after 14 days, your payment is non-refundable and your service will continue until the end of your contracted term. Cancellations can be made any time by visiting your [Manage Account](#) page or by contacting [Customer Support](#).

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Adobe Systems Incorporated, 345 Park Ave., San Jose, CA 95110 USA

Exhibit “D”



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

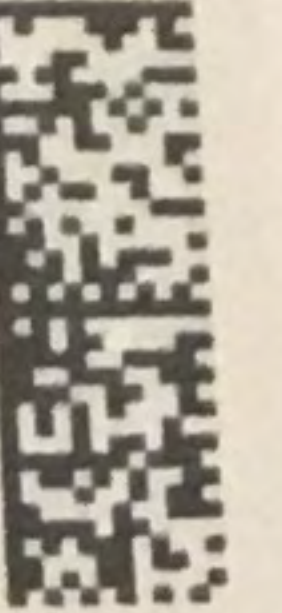
April 18, 2017 through May 15, 2017

Account Number: [REDACTED] 7 [REDACTED] 2

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679

T [REDACTED] K [REDACTED]
OR LYNN KRESCH

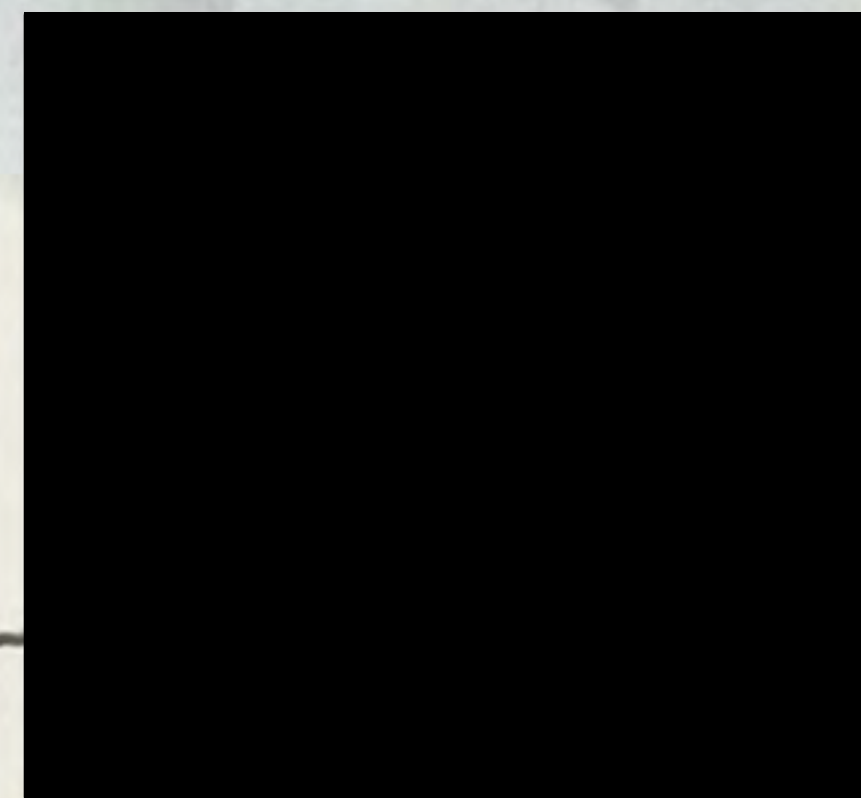


136600101500027860000100000000

CHECKING SUMMARY

High School Checking

Beginning Balance
Deposits and Additions
ATM & Debit Card Withdrawals
Ending Balance



Your High School Checking account monthly service fee was waived because it was linked to your parent/guardian's account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		[REDACTED]
04/21	Card Purchase 04/20 Adobe *Creative Cloud 800-833-6687 CA Card 7833	-52.99	[REDACTED]
04/26	Card Purchase Return 04/25 Adobe *Creative Cloud 800-833-6687 CA Card 7833	52.99	[REDACTED]

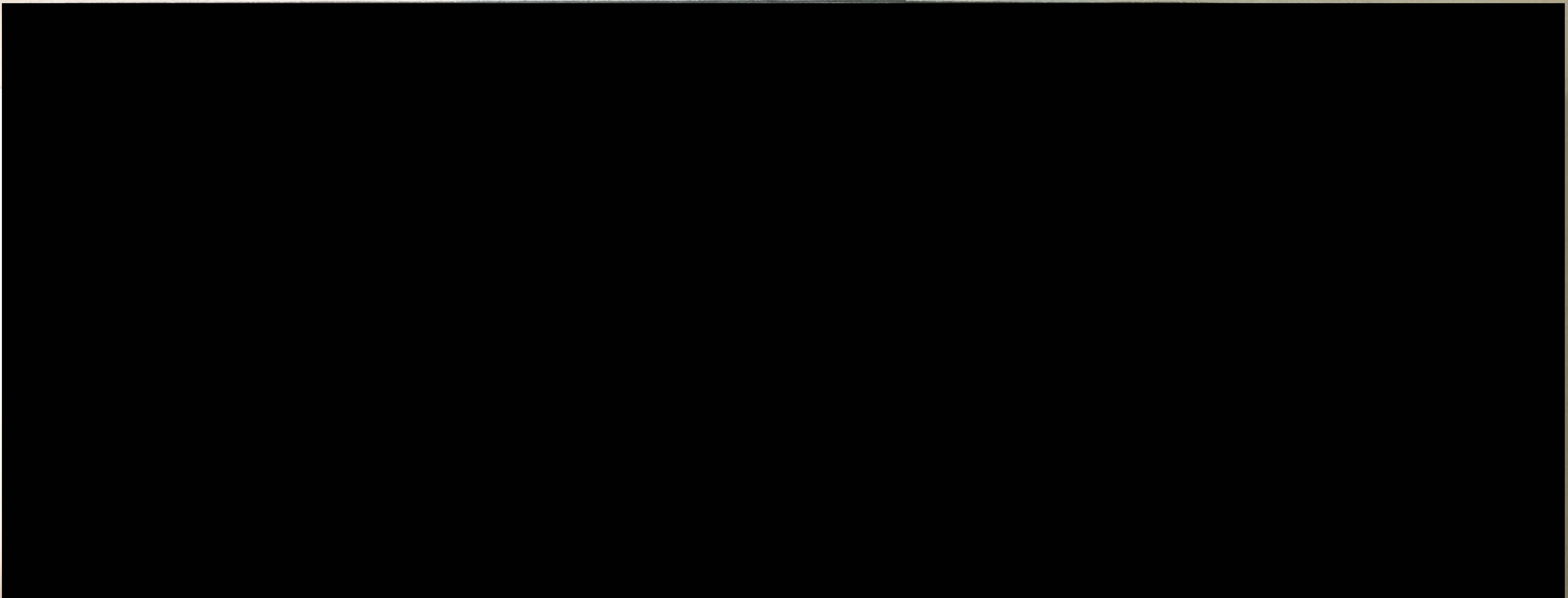
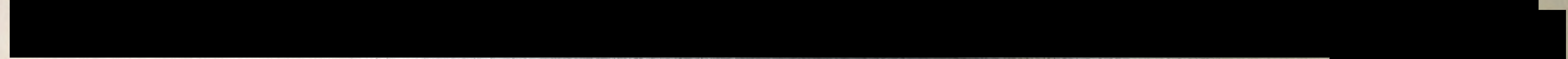


Exhibit “E”



Discover the Creative Cloud experience

Inspiration you capture, assets you create and images you need - always at your fingertips.

[Learn more about Creative Cloud →](#)

Individuals

Business

Students and Teachers

Schools and Universities

Students and teachers, save at least 60% on Creative Cloud All Apps.

The future is yours. Go back to school with the complete set of Creative Cloud apps and services. Or get started with the Photography plan, which gives you the essentials to organize, edit, and share photos on all your devices.

[Learn more ›](#)

Photography

US\$ **9**⁹⁹/mo

Annual plan, paid monthly

- Lightroom CC and Photoshop CC
- All the essentials to organize, edit and share photos on your desktop and mobile devices
- Your own portfolio website
- [Learn more](#)
- Requires [institutional affiliation](#)

BUY NOW

SPECIAL FOR STUDENTS AND TEACHERS

All Apps — Special Offer

US\$ **19**⁹⁹/mo

Annual plan, paid monthly

- Promotional pricing for first year - [see terms](#)
- Go back to school with every Adobe creative app, including Photoshop CC and Illustrator CC. Over 20 apps in all.
- Your own portfolio website, premium fonts and 20 GB of cloud storage
- Requires [institutional affiliation](#)

BUY NOW

[QUESTIONS? LET'S CHAT](#) ✕



800-585-0774



Questions? [Let's chat.](#)

All prices subject to applicable local taxes.

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Exhibit “F”



Terms and Conditions

*Eligible students 13 and older and teachers can purchase an Adobe Creative Cloud Complete subscription for the reduced price of \$239.88/year (\$19.99/month) (plus applicable taxes/VAT/GST) for the first year from the Adobe Store or by calling a regional Adobe Call Center. Limit: 1 per customer. 12-mo commitment required. At the end of your offer term, your subscription will be automatically billed at the then standard subscription rate, currently at US\$359.99/year (US\$29.99/mo) (plus applicable taxes/VAT/GST) unless you elect to change or cancel your subscription. Offer not available to OEM, commercial or volume licensing customers.

General Terms: Valid only for eligible persons who are 13+. Residents or persons in embargoed countries or countries subject to U.S. or local export restrictions are not eligible. Offer and prices subject to change without notice due to unforeseen circumstances. Offer may not be assigned, exchanged, sold, transferred, combined, or redeemed for cash or other goods and services not expressly stated here as included. Subject to availability where the recipient resides. Additional terms and conditions may apply. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- Lightroom CC and Photoshop CC
- All the essentials to organize, edit and share photos on your desktop and mobile devices
- Your own portfolio website
- [Learn more](#)
- Requires [institutional affiliation](#)

BUY NOW

US\$ 19⁹⁹/mo

- Promotional pricing for first year - [see terms](#)
- Go back to school with every Adobe creative app, including Photoshop CC and Illustrator CC. Over 20 apps in all.
- Your own portfolio website, premium fonts and 20 GB of cloud storage
- Requires [institutional affiliation](#)

BUY NOW

QUESTIONS? LET'S CHAT x

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS T.K., by and through her Guardian ad LITEM, LYNN KRESCH, individually and on behalf of all others similarly situated
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) San Juan, Puerto Rico
(c) Attorneys (Firm Name, Address, and Telephone Number) Excolo Law, PLLC Keith Altman (SBN 257309) 26700 Lahser Rd, Suite 401, Southfield, MI 48033 (516) 456-5885

DEFENDANTS ADOBE SYSTEMS, INC.
County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) Santa Clara County
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 X 1
2 2
3 3
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes categories like Insurance, Marine, Miller Act, Negotiable Instrument, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)(2)

Brief description of cause: Defendant fails to allow minors to disaffirm contracts.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ > \$5,000,000

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

N/A JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND X SAN JOSE EUREKA-MCKINLEYVILLE

DATE August 10, 2017

SIGNATURE OF ATTORNEY OF RECORD

/s/ Keith Altman

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Suit Claims Adobe Does Not Refund/Cancel Minors' Creative Cloud Purchases](#)
