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14 TARA MOONEY and ELENA BOLAND

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County of San Diego
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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF SAN DIEGO – DOWNTOWN COURTHOUSE

17 TARA MOONEY, an individual;
18 ELENA BOLAND, an individual; on
19 behalf of themselves and all others
20 similarly situated,

21 Plaintiffs,

22 v.

23 THE ACTIVE NETWORK, INC., a
24 Delaware corporation; THE ACTIVE
25 NETWORK, LLC., Delaware limited
26 liability company; and DOES 1-100,
27 inclusive,

28 Defendants.

Case No. 37-2014-0004713-CU-AT-CTL

ASSIGNED FOR ALL PURPOSES TO:
HON. RONALD S. PRAGER
DEPARTMENT 71

CLASS ACTION

**PLAINTIFFS' SECOND AMENDED
CLASS ACTION COMPLAINT**

Action Filed: February 24, 2014
Trial Date: Not Set

Plaintiffs Tara Mooney and Elena Boland, on behalf of themselves and all others similarly situated citizens of the State of California, allege as follows:

I.

PARTIES

1. Plaintiff Tara Mooney is an individual residing in San Diego County, California and is a citizen of the State of California.

1 2. Plaintiff Elena Boland is an individual residing in Los Angeles
2 County, California and is a citizen of the State of California.

3 3. At all times mentioned in this Complaint until approximately
4 September 2013, Defendant The Active Network, Inc. (“Active, Inc.”) was a
5 corporation organized and existing under the laws of the State of California with
6 its principal place of business in San Diego County, California, and was a citizen
7 of California.

8 4. Plaintiffs are informed and believe and thereon allege that pursuant
9 to a merger transaction conducted on or about September 23, 2013, and related
10 transactions thereafter, the assets and liabilities of Active, Inc. were effectively
11 assumed by a new entity, Defendant The Active Network, LLC (“Active, LLC”).
12 Active, LLC is a limited liability company organized under the laws of the State
13 of Delaware, whose principal place of business was located in San Diego County,
14 California at the time of the original filing of this action. Plaintiffs are informed
15 and believe and thereon allege that Active LLC relocated to the Dallas, Texas
16 area in or about late 2014.

17 5. As the successor-in-interest to Active, Inc., Active LLC is liable for
18 all the conduct of Active, Inc. alleged herein that occurred prior to the date of the
19 merger. Moreover, Active, LLC has continued to engage in the same misconduct
20 alleged in this Complaint after the date of the merger and is directly responsible
21 for its own wrongful conduct after that date. For simplicity purposes, Plaintiffs
22 collectively refer to Active, Inc. and Active, LLC as “Active” throughout this
23 Complaint.

24 6. Plaintiffs are ignorant of the true names and capacities of Defendants
25 sued herein as Does 1-100, inclusive, and therefore sues these Defendants by such
26 fictitious names. Plaintiffs will amend this complaint to allege their true names
27 and capacities when ascertained.

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1 7. Plaintiffs are informed and believes and based thereon allege that
2 each of the Doe Defendants is an agent, employee, or affiliate of Active, is
3 responsible in some manner for the unlawful conduct herein alleged, and may be
4 served with process in the State of California. Each reference in this complaint to
5 Defendant or Active also refers to all Doe Defendants.

6 II.

7 SUBSTANTIVE ALLEGATIONS

8 The Active Advantage Program

9 8. Active operates a website, Active.com, that promotes the world's
10 largest directory of sports and recreational activities, facilities, venues and
11 classes, including more than 66,000 races, leagues, tournaments, camps and other
12 recreational listings in over 80 sports and 5,000 cities. For many outdoor events,
13 Active.com is the exclusive method for online registration.

14 Plaintiff Mooney's Experiences

15 9. On or about January 2, 2015, Ms. Mooney sought to register for the
16 2015 SuperSeal Triathlon in Coronado, California (the "Race"). She visited the
17 Race's website, <http://superfrogtriathlon.com>, which redirected her to the
18 Active.com website to complete the registration. Ms. Mooney then provided
19 Active with her credit card information to pay the registration fee for the Race.

20 10. Unbeknownst to Ms. Mooney, her simple act of registering for the
21 Race also caused Active to automatically enroll her in a "free trial" of the Active
22 Advantage program. That program ostensibly allows participants to receive
23 discounts on certain travel and outdoor gear, including discounts on future races.
24 Ms. Mooney did not knowingly agree to participate in the Active Advantage
25 program nor did Ms. Mooney knowingly consent to the use of her credit card to
26 pay for the Active Advantage membership. After the thirty-day expiration of
27 Ms. Mooney's "free trial" period, Active charged Ms. Mooney \$64.95 and
28 enrolled her in the Active Advantage program for a year. Ms. Mooney never

1 knowingly consented to this charge and had no intention of purchasing the Active
2 Advantage membership.

3 11. In or about early February 2015, Ms. Mooney noticed a \$64.95
4 charge on her credit card under the merchant name “ACT*ACTIVE
5 NETWORK.” Ms. Mooney did not recognize the name of the merchant, nor was
6 a phone number provided. Accordingly, Ms. Mooney promptly called her credit
7 card company to inquire about the charge. The credit card company explained to
8 Ms. Mooney that the charge was from Active.

9 12. Ms. Mooney, still not understanding why she had been charged
10 \$64.95, had the credit card agent call Active with Ms. Mooney on the line in
11 order to get to the bottom of the charge. Upon calling Active, Ms. Mooney was
12 put through a series of auto-attendant prompts, including one for calls about a
13 \$64.95 charge on her bank statement under the name “ACT*ACTIVE
14 NETWORK.” Ms. Mooney selected this prompt and was then placed on hold
15 while she listened to a series of recorded messages about the benefits of an Active
16 Advantage membership. Ms. Mooney was not able to do any other work while
17 listening to these messages. After forty minutes of hold time, Active still had not
18 answered the line. Ultimately, Ms. Mooney gave up attempting to get Active to
19 answer the phone as she was not willing to wait indefinitely on customer service
20 for a charge she did not authorize.

21 13. On or about February 19, 2015, Ms. Mooney mailed (via U.S.
22 Certified Mail, return receipt requested) the demand letter required by California
23 Civil Code §1782(a). A true and correct copy of the demand letter is attached
24 hereto as Exhibit 1 and incorporated herein by reference.

25 Plaintiff Boland’s Experiences

26 14. In or about 2013, Ms. Boland sought to register for the 2013 Color
27 Run in Orange County, California (the “Color Run”). She visited the Color Run’s
28 website which redirected her to the Active.com website to complete the

1 registration. Ms. Boland then provided Active with her bank card information to
2 pay the registration fee for the Color Run.

3 15. Unbeknownst to Ms. Boland, she was also unwittingly enrolled in
4 the Active Advantage program as a result of her simple act of registering for the
5 Color Run. Active then billed her bank card approximately 64.95 in 2013, 2014
6 and 2015 for automatic renewals of the program. Ms. Boland never knowingly
7 consented to the initial charge, or the subsequent renewals, and never had any
8 intention of purchasing the Active Advantage membership.

9 16. In or about early February 2015, Ms. Boland noticed a \$64.95 charge
10 on her bank statement under the merchant name "ACT*ACTIVE NETWORK."
11 Ms. Boland had never notice that charge on prior statements and did not
12 recognize the merchant name. After conducting some research, Ms. Boland
13 realized that she had a similar charge on her bank statement from a prior year.

14 17. Ms. Boland then called Active three times in an effort to get the
15 charges explained and reversed. After waiting on hold for an extraordinary long
16 time, she was finally able to speak with a representative on the third attempt. The
17 representative explained to Ms. Boland that Active had charged her \$64.95 in
18 2013, 2014 and 2015 for participation in the Active Advantage program.
19 Ms. Boland demanded refunds for these amounts. After an extended discussion
20 (including the need for the representative to speak with a "supervisor"), Active
21 agreed to refund the 2015 and 2014 charges, but refused to refund the 2013
22 charge.

23 18. On or about February 25, 2015, Ms. Boland mailed (via U.S.
24 Certified Mail, return receipt requested) the demand letter required by California
25 Civil Code §1782(a). A true and correct copy of the demand letter is attached
26 hereto as Exhibit 2 and incorporated herein by reference.

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1 Active's Efforts to Defraud Class Members into Enrolling in the Active
2 Advantage Program

3 19. Since at least February 2010, Active has operated its website in a
4 generally uniform manner to defraud Class members into signing up for the
5 Active Advantage program. The scam has essentially worked as follows: Active
6 directs Class members to input various demographic information in large,
7 prominent fields at the top of the internet page, including name, address,
8 birthdate, gender, etc. Active then solicits payment information from Class
9 members, either in the form of credit card or debit card and indicates to Class
10 members the cost of the event, plus a transaction fee (of usually a couple dollars).
11 Then below the payment information, Active has a "pay now" button for Class
12 members to press in order to complete the registration. Then, in small font near
13 the bottom of the page, Active includes a pre-checked selection for Class
14 members to enroll in a "free trial" of the Active Advantage program, after which
15 time Class members would be billed an annual charge of \$59.95 (subsequently
16 raised to \$64.95).

17 20. Active's method of enrolling Class members in the Active
18 Advantage program is an unfair process and materially misleading in numerous
19 ways, including:

- 20 a. A reasonable consumer would not expect a \$59.95 to \$64.95
21 discount club charge to be included in a transaction for the
22 registration of a race or similar event. Active affirmatively
23 represents to Class members at the top of the internet page that
24 Class members are registering for a specific race or similar event
25 or activity. Active conceals from Class members, until the very
26 bottom of the internet page in small font and in a location
27 designed to be ignored by the typical consumer, that Class
28 members are also registering for a discount coupon club.

- 1 b. A reasonable consumer would expect the online payment total
2 screen to include **ALL** charges the consumer agreed to pay.
3 However, Active affirmatively misleads Class members by
4 failing to include the “Active Advantage” charge as part of the
5 payment screen. Rather, above the “pay now” button for
6 payment and to complete registration, Active only lists the event
7 charge, the subtotal, the processing fee, and grand total. Thus, at
8 the critical time a Class member makes the decision to commit to
9 paying, the Class member is seeing a much lower payment total –
10 one that does not include the \$59.95 to \$64.95 charge for the
11 Active Advantage program.
- 12 c. A reasonable consumer would not expect an “opt-out” check box
13 for a \$59.95 to \$64.95 purchase to a discount coupon club upon
14 completing the registration for a race or similar event.
15 Reasonable consumers expect websites to utilize an “opt-in”
16 method for additional purchases; i.e., the consumer must
17 affirmatively check the box in order to make an additional
18 purchase – not uncheck a box to avoid making an additional
19 purchase.

20 21. Plaintiffs are some of the many thousands of similarly-situated Class
21 members across the State of California – indeed, across the entire United States –
22 who have been victimized by the deceptive Active Advantage program. Indeed,
23 on September 6, 2013, Active agreed to pay a \$252,167.42 fine to the Iowa
24 Attorney General for the company’s deceptive enrollment of Iowans in the Active
25 Advantage program. *See* [http://www.state.ia.us/government/ag/latest_news/
26 releases/sept_2013/AVC_Active_Network.pdf](http://www.state.ia.us/government/ag/latest_news/releases/sept_2013/AVC_Active_Network.pdf).

27 22. In addition, internet complaint boards are filled with identical
28 examples of unwitting victims of the Active Advantage scam, including at

1 [http://www.complaintsboard.com/complaints/activecom-active-advantage-](http://www.complaintsboard.com/complaints/activecom-active-advantage-california-c269693.html)
2 [california-c269693.html](http://www.ripoffreport.com/r/Active-Advantage/San-Diego-California/Active-Advantage-active-network-Preys-on-Consumers-San-Diego-California-1095962) and at [http://www.ripoffreport.com/r/Active-](http://www.ripoffreport.com/r/Active-Advantage/San-Diego-California/Active-Advantage-active-network-Preys-on-Consumers-San-Diego-California-1095962)
3 [Advantage/San-Diego-California/Active-Advantage-active-network-Preys-on-](http://www.ripoffreport.com/r/Active-Advantage/San-Diego-California/Active-Advantage-active-network-Preys-on-Consumers-San-Diego-California-1095962)
4 [Consumers-San-Diego-California-1095962](http://www.ripoffreport.com/r/Active-Advantage/San-Diego-California/Active-Advantage-active-network-Preys-on-Consumers-San-Diego-California-1095962).

5 23. Plaintiffs are informed and believes and thereon allege that virtually
6 no one uses the Active Advantage program after being billed for the “service” by
7 Active. Throughout the Class period, Active was aware of the near-zero
8 utilization rate of the Active Advantage program but never made any significant
9 changes to the program to avoid erroneous sign-ups.

10 24. Rather than revising its deceptive internet registration and enrollment
11 process, Active simply hired additional telemarketers to deal with the numerous
12 complaints it was receiving at its toll-free number about the bogus charges (and
13 yet, as evidenced by the facts of this case, Active has not hired nearly enough
14 telemarketers to deal with the numerous complaints it receives).

15 25. Plaintiffs are informed and believes and thereon allege that the bogus
16 Active Advantage charge represented a substantial portion of Active’s profits
17 throughout the Class period. As a result, Active was unwilling to modify the
18 deceptive nature of the program. Active knew that if it advertised the Active
19 Advantage program in a fair and non-deceptive manner, very few people would
20 sign up for the program (because the value of the program is virtually nil) and
21 Active’s profits would decrease significantly.

22 26. Plaintiffs are informed and believes and thereon allege that after the
23 Iowa Attorney General began its investigation of Active’s business practices,
24 Active implemented an email “reminder” program for Class members. Under this
25 program, Active would send “reminder” emails to Class members to advise that
26 the free trial was coming to an end and that it would soon begin to charge Class
27 members for the Advantage program. These emails are insufficient for a number
28 of reasons, including (1) Active misleadingly designed its emails to appear as

1 advertisements, rather than as a warning of a pending charge, which was
2 particularly deceptive in light of the fact that Active routinely sends unsolicited
3 advertisements to Class members once they sign up for a race – sometimes
4 multiple advertisements in the same day; (2) the subject line of the emails are also
5 misleading (i.e., stating “Are You Ready for a Full Year of Savings” rather than
6 stating “Last Chance to Cancel and Avoid Being Charged \$64.95 for Active
7 Advantage Program”); (3) the emails are frequently blocked by spam filters; and
8 (4) they place the impetus on Class members to read and review all of their emails
9 to avoid being charged \$64.95 when Class members had no reason to believe
10 such a charge would be forthcoming.

11 **III.**

12 **CLASS ACTION ALLEGATIONS**

13 27. Plaintiffs bring this class action pursuant to Code of Civil Procedure
14 §382 and Civil Code§1781. Pursuant to California Rule of Court 3.761(b),
15 Plaintiffs set forth below how the requirements for class certification are met.

16 28. Definition. This class is defined as follows: “All individuals who:
17 (i) were enrolled in the Active Advantage program in connection with a credit or
18 debit card purchase they made on the Active.com website on or after February 24,
19 2010; (ii) provided Active with a California physical address at the time of the
20 enrollment; (iii) were citizens of California as of February 24, 2014; and (iv) did
21 not receive a full refund from Active for all amounts paid for the Active
22 Advantage program” (the “Class”). Excluded from the Class are Active, any
23 entity that has a controlling interest in Active or in which Active has a controlling
24 interest, Active’s officers, directors, managing agents, and employees; Active’s
25 legal representatives; and any Judge to whom this case is assigned and his or her
26 immediate family.

27 29. Numerosity. The Class is so numerous that individual joinder would
28 be impracticable. Plaintiffs estimate that there are at least 70,000 Class members.

1 30. Ascertainability and Notice. Class members can be objectively
2 identified and ascertained through Active’s business records. The Court can
3 provide notice of the pendency of this action to Class members through U.S. mail
4 and email.

5 31. Common Questions of Fact and Law. There are numerous questions
6 of law and fact in this action that are common to all Class members, including
7 whether:

- 8 a. Active failed to properly disclose that Class members would
9 automatically be enrolled in the Active Advantage program
10 simply by making a purchase on the Active.com website;
- 11 b. Active failed to properly disclose that Class members would be
12 charged \$59.95 (and later \$64.95) for an annual membership in
13 the Active Advantage program;
- 14 c. Active misleadingly designed its emails to appear as
15 advertisements, rather than as a warning of a pending charge, in
16 order to induce Class members not to opt out of the Active
17 Advantage program;
- 18 d. Active advertised its goods and services with an intent not to sell
19 them as advertised in violation of Cal Civil Code §1770(a)(9);
- 20 e. Active represented to Class members that transactions on its
21 website conferred or involved rights, remedies, or obligations
22 which they did not have or involve in violation of Cal Civil Code
23 §1770(a)(14);
- 24 f. Active represented that that the subject of a transaction has been
25 supplied in accordance with a previous representation, when it
26 has not, in violation of Cal Civil Code §1770(a)(16);
- 27 g. Active inserted an unconscionable provision into Class members’
28 contracts in violation of Cal Civil Code §1770(a)(19);

- 1 h. Class members are entitled to damages;
- 2 i. Class members are entitled to rescind their alleged contract with
- 3 Active;
- 4 j. Class members are entitled to restitution of sums mistakenly paid
- 5 to Active.

6 32. Typicality. Plaintiffs' claims are typical of the Class, because, as
7 with all other Class members, Active established an Active Advantage program in
8 Plaintiffs' name through its unauthorized use of Plaintiffs' card information.

9 33. Adequacy. Plaintiffs are adequate representatives of the Class
10 because their interests do not conflict with those of the Class, and they have
11 retained counsel experienced and competent in class action litigation. The
12 interests of the Class members will be fairly and adequately protected by
13 Plaintiffs and their counsel.

14 34. Predominance. The common issues of law and fact, including those
15 identified above, predominate over the individual issues, if any, affecting Class
16 members.

17 35. Superiority. A class action is superior to other available means for
18 the fair and efficient adjudication of the claims. The damages suffered by
19 individual Class members is relatively small compared to the burden and expense
20 of individual litigation against Active. Moreover, individual litigation would
21 pose the risk of inconsistent or varying adjudications.

22 **IV.**
23 **CAUSES OF ACTION**
24 **FIRST CAUSE OF ACTION**
25 **VIOLATION OF CLRA**
26 **(Against Active and Does 1-100)**

27 36. Plaintiffs incorporate by reference each allegation set forth above as
28 if fully set forth here and further allege as follows.

1 37. Active is a “person” within the meaning of Civil Code §1761(c) and
2 §1770, and sells “goods” and “services” within the meaning of Civil Code
3 §1761(e) and §1770.

4 38. Plaintiffs and the other Class members are “consumers” within the
5 meaning of Civil Code §1761(d) and §1770.

6 39. Active’s enrollment of Plaintiffs and other Class members in the
7 Active Advantage program without properly disclosing the same, and Active’s
8 use of Plaintiffs’ and Class members’ confidential credit card information without
9 their informed knowledge or consent constitutes a “transaction” within the
10 meaning of Civil Code §1761(e) and §1770.

11 40. Active’s acts and practices, described above, violate Civil Code
12 §§1750 et seq., including without limitation Civil Code §§1770(a)(9), (14), (16)
13 and (19) in that Active (a) advertises its goods and services with intent not to sell
14 them as advertised; (b) fails to disclose to consumers obligations imposed by or
15 associated with a transaction; (c) represents that the subject of a transaction has
16 been supplied in accordance with a previous representation, when it has not; and
17 (d) inserts an unconscionable provision into a contract.

18 41. Plaintiffs and Class members detrimentally relied on the
19 concealments of Active by failing to deselect the box for enrollment in the Active
20 Advantage program. Had Plaintiffs and Class members known the true facts –
21 i.e., that they were signing up for an unwanted discount club – they would have
22 deselected the box and not enrolled in the Active Advantage program.

23 42. Plaintiffs and all Class members suffered an economic injury as a
24 proximate result of Active’s violations of the CLRA by, among other things,
25 being charged for and paying \$59.95 to \$64.95 for a “service” they did not intend
26 to purchase, did not know they were purchasing, and did not want to purchase.

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1 43. Plaintiffs and all Class members are entitled to damages in an
2 amount equal to the sums paid to Active for the unwanted Active Advantage
3 program.

4 44. Plaintiffs, on behalf of themselves and all other Class members, seek
5 an injunction prohibiting Active from engaging in the acts and practices
6 complained of, rescinding the alleged contracts between Active and Class
7 members, and recovery of her attorneys' fees and costs.

8 45. In engaging in the conduct alleged above, Active acted maliciously,
9 oppressively, and/or fraudulently such that an award of punitive damages is
10 justified.

11 **SECOND CAUSE OF ACTION**
12 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
13 **(against Active and Does 1-100)**

14 46. Plaintiffs incorporate by reference each allegation set forth above as
15 if fully set forth here and further alleges as follows.

16 47. The Unfair Business Practices Act defines unfair business
17 competition to include any "unfair," "unlawful," or "fraudulent" business act or
18 practice. Cal: Bus. Prof. Code §§17200 et seq. The act also provides for
19 injunctive relief and restitution for violations.

20 48. Active's acts and practices, described above, constitute unfair and
21 fraudulent business practices under Business & Professions Code §§17200 et seq.
22 in that they operate to mislead and deceive consumers, and result in unauthorized
23 charges to the credit cards of consumers. Further, Active's justifications for
24 engaging in such practices are outweighed by the gravity of the consequences for
25 consumers.

26 49. Active's acts and practices as set forth herein further constitute
27 unlawful business practices in violation of Business & Professions Code §§17200
28

1 et seq. because they violate the Consumers Legal Remedies Act and common law
2 fraud as alleged herein.

3 50. Plaintiffs have lost money as a result of Active's violations of the
4 Unfair Practices Act; specifically, the \$64.95 they were charged for and paid to
5 Active for their unwitting enrollment in the Active Advantage program. In
6 addition, Plaintiffs suffered injury by being forced to expend time on the phone
7 with Active in a futile attempt to recover their lost property.

8 51. Plaintiffs, on behalf of themselves and all other Class members, seek
9 an injunction prohibiting Active from engaging in the acts and practices
10 complained of, restitution of all charges improperly assessed to consumers as a
11 result of such acts and practices, rescission of the contracts, disgorgement of all
12 profits and compensation improperly obtained by Active through such acts and
13 practices.

14 52. In addition, this litigation will confer a significant benefit on a large
15 class of persons in California and therefore is being conducted in furtherance of
16 the public interest. Accordingly, Plaintiffs are entitled to recover their attorney's
17 fees pursuant to California Code of Civil Procedure §1021.5.

18 V

19 PRAYER FOR RELIEF

20 WHEREFORE, PLAINTIFFS pray for a judgment against Active
21 including:

22 1. An order certifying the Class, appointing Plaintiffs as representatives
23 of the Class, and appointing the law firms representing Plaintiffs as counsel for
24 the Class;

25 2. Compensatory damages and/or restitution of all funds acquired by
26 Active from Plaintiffs and the Class as a result of Active's unlawful, unfair,
27 fraudulent and deceptive practices;

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1 3. An order imposing a constructive trust upon all monies and assets
2 Active has acquired from Plaintiffs and the Class as a result of Active's unfair,
3 unlawful, and/or fraudulent and deceptive practices;

4 4. An order preliminarily and permanently enjoining Active from
5 engaging in the practices challenged herein, and requiring Active to undertake an
6 immediate public information campaign to inform members of the general public
7 as to their prior practices and notifying the members of the proposed Class as to
8 the presence of potential restitutionary relief;

9 5. An order for full restitution of all monies, as necessary and according
10 to proof, to restore any and all monies withheld, acquired, and/or converted by
11 Active by means of the unfair practice complained of herein;

12 6. An order finding and declaring that Active's acts and practices as
13 challenged herein are unlawful, unfair, and/or fraudulent;

14 7. An order rescinding the contracts between Class members and
15 Active for the Active Advantage program;

16 8. An accounting to determine the amount to be returned by Active and
17 the amounts to be refunded to members who are or were improperly charged the
18 undisclosed membership fees;

19 9. The creation of an administrative process for each Class member to
20 ensure that each such person receives a refund of those undisclosed membership
21 fees and costs or, alternatively, that each Class member may be able to submit a
22 claim form in order to receive a refund;

23 10. All other appropriate declaratory and equitable relief;

24 11. An order requiring Active to identify by name, home address, and
25 home telephone number, each customer who had an Active Advantage
26 membership established and activated in their name through use of their credit
27 card information from four (4) years before filing of the original complaint in this
28 action through the time of judgment;

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- 12. Payment of costs of suit herein incurred;
- 13. Punitive damages;
- 14. Prejudgment and post-judgment interest on any amounts awarded;
- 15. Payment of reasonable attorneys' fees; and
- 16. Such other and further relief as the Court may deem proper.

JURY TRIAL DEMANDED

Plaintiffs hereby demands a trial by jury on all issues so triable.

Dated: April 1, 2015

LAW OFFICE OF ROBERT G. LOEWY, P.C.
ROBERT G. LOEWY

By: /s/ Robert G. Loewy
Robert G. Loewy
Attorneys for Plaintiffs
TARA MOONEY and ELENA BOLAND