

ORIGINAL

1 Sean Reis (SBN 184044)
2 sreis@edelson.com
3 EDELSON MCGUIRE, LLP
4 30021 Tomas Street, Suite 300
5 Rancho Santa Margarita, California 92688
6 Tel: (949) 459-2124
7 Fax: (949) 459-2123

✓ nar
JAN 27 2012

BY: *JP*
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

12 JAN 27 AM 10:27

FILED

6 *Counsel for Plaintiff and the putative class*

8 *Additional counsel for Plaintiff appear on signature page

9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

FAXED

11 MELISSA MILLER, individually)
12 and on behalf of all others similarly)
13 situated.)

Case No. **CV12-00733** *GHK (PLA)*

14 Plaintiff,)

) **CLASS ACTION COMPLAINT FOR:**

15) **(1) Violations of Cal. Civ. Code §**
16) **1798.83**

17 HEARST COMMUNICATIONS,)
18 INC., a Delaware corporation,)

) **(2) Violations of Cal. Bus. & Prof.**
Code §§ 17200, *et seq.*

19 Defendant.)

) **DEMAND FOR JURY TRIAL**
20)
21)
22)
23)
24)
25)
26)
27)
28)

ILS
21

1 Plaintiff Melissa Miller ("Plaintiff"), by and through her attorneys, upon
2 personal knowledge as to herself and her own acts, and upon information and
3 belief as to all other matters, complains and alleges as follows:

4 NATURE OF THE ACTION

5 1. In 2003, the California Legislature passed the Shine the Light Law,
6 Cal. Civ. Code § 1798.83 (the "Shine the Light Law" or the "Act"), to protect
7 consumers from companies that collect and surreptitiously share their sensitive
8 personal information with third parties. In support of the bill, its author, Senator
9 Liz Figueroa, aptly commented:

10 [s]ecret direct marketing "profiles" of consumers are being exchanged
11 every hour invisibly and routinely by the companies with which they
12 do business. Not only are consumers powerless to stop such invasions
13 of privacy, they do not even know whether and to what extent it is
14 taking place.¹

15 2. The Act empowers consumers to "shine the light" on companies' data
16 sharing methods by requiring businesses to establish a procedure by which
17 customers can receive an explanation of how their personal information is
18 disclosed to third parties (the "Shine the Light Disclosures" or "Disclosures").

19 3. Businesses governed by the Act are required to: (1) designate a
20 dedicated mailing address (physical or electronic) or phone/facsimile number
21 where customers can request the company's Shine the Light Disclosures, and (2)
22 ensure that interested customers can readily make such requests or otherwise
23 obtain the Disclosures.

24
25
26 ¹ California Senate Judiciary Committee, "SB 27 Senate Bill – Analysis,"
27 California State Senate, 5 (Sept. 16, 2003), http://info.sen.ca.gov/pub/03-04/bill/sen/sb_0001-0050/sb_27_cfa_20030916_115403_sen_comm.html.

1 4. Shine the Light Disclosures are necessary because without knowledge
2 of companies' data sharing practices, consumers cannot make informed decisions
3 about which businesses they should entrust with their personal information:

4 Because privacy is, by definition, so intensely personal, for a
5 consumer to make a rational and informed and personal choice to opt-
6 in, opt-out, or simply take their business elsewhere, the consumer
7 must know the 'who, what, where and when' of how a business
8 handles personal information.²

9 5. While traditional businesses may display or otherwise make Shine the
10 Light Disclosures available at their physical storefront locations, the Act requires
11 companies with no "brick and mortar" locations to either provide the Shine the
12 Light Disclosures on their websites or to train their managers and employees to
13 notify customers of the addresses and phone numbers where the Shine the Light
14 Disclosures can be obtained.

15 6. Defendant Hearst Communications, Inc. ("Hearst")—a publishing
16 company with no "brick and mortar" storefronts—owns and operates a variety of
17 Internet websites, including www.cosmopolitan.com and publishes a variety of
18 magazines, including *Cosmopolitan*.

19 7. Hearst collects and stores a wealth of information about its
20 subscribers, and shares such data with third parties for direct marketing purposes.

21 8. Despite the fact that Hearst profits by sharing its users' personal
22 information, it intentionally keeps its users in the dark on its information sharing
23 practices by failing to make the Shine the Light Disclosures on its website.

24 9. As a result, Hearst violates the Shine the Light Law by willfully
25 denying its users an opportunity to exercise their legally proscribed rights under

26 *Id.* at 4-5.

1 the Act. Therefore, Plaintiff and the Class are entitled to civil penalties of three
2 thousand dollars (\$3,000.00) per violation pursuant to Cal. Civ. Code § 1798.84(c).

3 **PARTIES**

4 10. Plaintiff Melissa Miller is a natural person and resident of the State of
5 California.

6 11. Defendant Hearst Communications, Inc. is a Delaware corporation
7 with its principal place of business at 959 Eighth Avenue, New York, New York
8 10019. Hearst does business throughout California and the United States.

9 **JURISDICTION AND VENUE**

10 12. This Court has original jurisdiction over this action pursuant to 28
11 U.S.C. § 1332(d) because (a) at least one member of the putative class is a citizen
12 of a state different from Hearst, (b) the amount in controversy exceeds \$5,000,000,
13 exclusive of interest and costs, and (c) none of the exceptions under that subsection
14 apply to this action.

15 13. This Court has personal jurisdiction over Hearst because Hearst
16 conducts business in California and the unlawful conduct alleged in the Complaint
17 occurred in, was directed to, and/or emanated from California.

18 14. Venue is proper in this District under 28 U.S.C. § 1391(b) because a
19 substantial part of the events giving rise to the claim occurred in this District, and
20 because Plaintiff resides in this District.

21 **FACTUAL BACKGROUND**

22 **1. The Personal Information Market: Consumer Data Has Monetary Value**

23 15. In 2001, Federal Trade Commission (“FTC”) Commissioner Orson
24 Swindle recognized that “the digital revolution . . . has given an enormous capacity
25 to the acts of collecting and transmitting and flowing of information, unlike
26
27
28

1 anything we've ever seen in our life . . . [and] individuals are concerned about
2 being defined by the existing data on themselves."³

3 16. More than a decade later, Commissioner Swindle's comments ring
4 truer than ever, as consumer data feeds an information marketplace that supports a
5 \$26 billion dollar per year online advertising industry in the United States.⁴

6 17. The FTC has also recognized that consumer data possesses inherent
7 monetary value within the new information marketplace:

8 Most consumers cannot begin to comprehend the types and amount of
9 information collected by businesses, or why their information may be
10 commercially valuable. *Data is currency. The larger the data set, the
11 greater potential for analysis—and profit.*⁵

12 18. In today's digital marketplace, consumers engage in *quid pro quo*
13 transactions with online businesses whereby individuals exchange personal
14 information for services.

15 19. It is now a nearly ubiquitous practice for online companies that collect
16 consumer information—such as, names, addresses, occupations, political and
17 religious affiliations, sexual orientation, education, and cultural interests—to share
18

19 ³ See "The Information Marketplace: Merging and Exchanging Consumer
20 Data," Federal Trade Commission (Mar. 13, 2001), [http://www.ftc.gov/bcp/
workshops/infomktplace/transcript.htm](http://www.ftc.gov/bcp/workshops/infomktplace/transcript.htm).

21
22 ⁴ See Julia Angwin and Emily Steele, "Web's Hot New Commodity: Privacy,"
23 The Wall Street Journal (Feb. 18, 2011), [http://online.wsj.com/article/SB10001
424052748703529004576160764037920274.html](http://online.wsj.com/article/SB10001424052748703529004576160764037920274.html).

24 ⁵ Commissioner Pamela Jones Harbour, "Remarks Before FTC Exploring
25 Privacy Roundtable," Federal Trade Commission, 2 (Dec. 7, 2009),
26 <http://www.ftc.gov/speeches/harbour/091207privacyroundtable.pdf> (emphasis
27 added).

1 such data, for a profit, with numerous third party marketers without any input
2 from, or disclosure to, the source consumer.

3 20. In fact, consumers' personal information has become such a valuable
4 commodity that companies now offer individuals the opportunity to sell their
5 personal information themselves.⁶ In this way, consumers are becoming more
6 empowered to direct where their personal information is shared, and to directly
7 profit from their own data.

8 21. Because Hearst deprives its users the ability to control the
9 dissemination of their personal information – by denying them the ability to
10 ascertain where such data is flowing – Hearst has diluted the value of its users'
11 property as it exists in the personal information market.

12 **II. California's Shine the Light Law**

13 22. The Shine the Light Law was enacted because while “transparency is
14 the touchstone of consumer confidence in information handling . . . by and large,
15 consumers are not aware of the extent to which their personal information is sold.”⁷
16 Thus, the Act is designed to “shine the light” on how businesses share and profit
17 from their customers' personal information.

18 23. As such, under the Act, customers may request, and companies doing
19 business in California must provide, a list of all categories of personal information
20 disclosed by the business within the preceding year, as well as the names and
21 addresses of the companies receiving that information.⁸

22 ⁶ See Steve Lohr, “You Want My Personal Data? Reward Me for It,” The
23 New York Times (July 17, 2010), [http://www.nytimes.com/2010/07/18/
24 business/18unboxed.html](http://www.nytimes.com/2010/07/18/business/18unboxed.html).

25 ⁷ SB 27 Analysis, 5, *supra*.

26 ⁸ Cal. Civ. Code § 1798.83(a).

1 24. To facilitate such requests, the Act requires businesses to “designate a
2 mailing address, electronic mail address, or, if the business chooses to receive
3 requests by telephone or facsimile, a toll-free telephone or facsimile number, to
4 which customers may deliver requests” to discover how their personal information
5 is being shared with third parties.⁹

6 25. The term “personal information” is broadly defined under the Act and
7 includes, but is not limited to, an individual’s:

8 (A) name and address; (B) electronic mail address; (C) age or date of
9 birth; (D) names of children; (E) electronic mail or other addresses of
10 children; (F) number of children; (G) age or gender of children; (H)
11 height; (I) weight; (J) race; (K) religion; (L) occupation; (M)
12 telephone number; (N) education; (O) political party affiliation; (P)
13 medical condition; (Q) drugs, therapies, or medical products or
14 equipment used; (R) the kind of product the customer purchased,
15 leased, or rented; (S) real property purchased, leased, or rented; (T)
16 the kind of service provided; (U) social security number; (V) bank
17 account number; (W) credit card number; (X) debit card number; (Y)
18 bank or investment account, debit card, or credit card balance; (Z)
19 payment history; and (AA) information pertaining to the customer’s
20 creditworthiness, assets, income, or liabilities.¹⁰

21 26. An Internet business with no “brick and mortar” locations may
22 comply with the Act by adhering to the following provision:

23 Add to the home page of its Web site a link either to a page titled
24 ‘Your Privacy Rights’ or add the words ‘Your Privacy Rights’ to the
25 home page’s link to the business’s privacy policy . . . The first page of
26 the link shall describe a customer’s rights pursuant to this section and
27 shall provide the designated mailing address, e-mail address, as

28 ⁹ Cal. Civ. Code § 1798.83(b)(1).

¹⁰ Cal. Civ. Code § 1798.83(e)(7).

1 required, or toll-free telephone number or facsimile number, as
2 appropriate.¹¹

3 27. Alternatively, and in cases where an Internet business has “employees
4 who regularly have contact with customers,” a business may:

5 Notify all agents and managers who directly supervise employees who
6 regularly have contact with customers of the designated address or
7 numbers or the means to obtain those addresses or numbers and
8 instruct those employees that customers who inquire about the
9 business’s privacy practices or the business’s compliance with this
10 section shall be informed of the designated addresses or numbers or
11 the means to obtain the addresses or numbers.¹²

12 28. In short, the Act affords California citizens the right to discover
13 whether businesses are sharing their personal information, and if so, which
14 companies or organizations they are sharing such data with.

15 III. A Brief Overview of Hearst

16 29. Hearst publishes magazines for circulation and also operates several
17 websites, including: www.cosmopolitan.com, www.elle.com, and
18 www.esquire.com.

19 30. In order to subscribe to one of its magazines or websites, consumers
20 are required to provide Hearst with certain personal information, including, *inter*
21 *alia*, their name and address, e-mail address, and credit card number.

22 31. Hearst maintains this data on its servers.

25 ¹¹ Cal. Civ. Code § 1798.83(b)(1)(B).

26 ¹² Cal. Civ. Code § 1798.83(b)(1)(A).

1 **IV. Hearst Willfully Violates California's Shine the Light Law**

2 32. Hearst shares its subscribers' personal information, including their
3 names, addresses, and e-mail addresses, with third parties for direct marketing
4 purposes.

5 33. Despite the fact that Hearst shares information about its users with
6 third parties for direct marketing purposes, it fails to provide its customers with the
7 Shine the Light Disclosures, or the means through which its customers may obtain
8 the Disclosures, as required by the Act.

9 34. As such, Hearst has chosen to deny California customers their legal
10 right to learn what personal information is being disclosed, who is receiving it, and
11 other legal protections afforded under the Act.

12 35. Accordingly, Hearst intentionally violates California's Shine the Light
13 Law and is liable for civil penalties of three thousand dollars (\$3,000.00) per
14 violation pursuant to Cal. Civ. Code § 1798.84(c).

15 **FACTS RELATING TO PLAINTIFF MELISSA MILLER**

16 36. Plaintiff Melissa Miller is a natural person domiciled in the State of
17 California.

18 37. In or around 2011, Plaintiff signed up for a subscription to
19 *Cosmopolitan*—a magazine owned, operated, and published by Hearst.

20 38. At the time that Plaintiff signed up for her subscription, she provided
21 personal information to Hearst, including, *inter alia*, her full name, mailing
22 address, e-mail address, and ZIP code.

23 39. Plaintiff has received *Cosmopolitan* the magazine and has visited
24 www.cosmopolitan.com on numerous occasions since subscribing in or around
25 2011. At all relevant times, Plaintiff used Hearst, the magazine, and the websites
26 primarily for personal, family, and household purposes.

CLASS ACTION ALLEGATIONS

1
2 40. **Definition of the Class:** Plaintiff Melissa Miller brings this action
3 pursuant to Fed. R. Civ. P. 23(b)(2) and (3) on behalf of herself and a Class of
4 similarly situated individuals, defined as follows:

5 All California residents who have provided personal information to
6 Hearst.

7 Excluded from the Class are (1) Defendant, Defendant's agents, subsidiaries,
8 parents, successors, predecessors, and any entity in which the Defendant or their
9 parents have a controlling interest and their current and former employees, officers,
10 and directors, (2) the Judge or Magistrate Judge to whom this case is assigned and
11 the Judge's or Magistrate Judge's immediate family, (3) persons who execute and
12 file a request for exclusion, (4) the legal representatives, successors, or assigns of
13 any such excluded person, and (5) all persons who have previously had claims
14 similar to those alleged herein finally adjudicated or who have released their
15 claims against Defendant.

16 41. **Numerosity:** The exact number of the members of the Class is
17 unknown and is not available to Plaintiff, but the Class is believed to consist of
18 millions of individuals. Thus, individual joinder in this case is impracticable. Class
19 members can be easily identified through Hearst's records.

20 42. **Commonality and Predominance:** There are many questions of law
21 and fact common to the claims of Plaintiff and the other members of the Class, and
22 those questions predominate over any questions that may affect individual
23 members of the Class. Common questions for the Class include but are not limited
24 to the following:

- 25 (a) Whether the Class members are "customers" of Hearst, as that
26 term is defined by Cal. Civ. Code § 1798.83(e)(1);
27

- 1 (b) Whether each Class member had an “established business
2 relationship” with Hearst, as that term is defined by Cal. Civ.
3 Code § 1798.83(e)(5);
4 (c) Whether Hearst made the Shine the Light Disclosures required
5 by Cal. Civ. Code § 1798.83(b)(1)(B);
6 (d) Whether Hearst’s website violates Civ. Code §
7 1798.83(b)(1)(B);
8 (e) Whether Hearst has employees who regularly have contact with
9 customers, as defined by Cal. Civ. Code § 1798.83(e)(4);
10 (f) Whether Hearst otherwise complied with the requirements of
11 Cal. Civ. Code § 1798.83(b)(1);
12 (g) Whether Hearst’s failure to meet the notice requirements of §
13 1798.83(b)(1)(B) constitutes a violation of § 1798.83;
14 (h) Whether Hearst’s conduct constituted a willful, intentional, or
15 reckless violation of § 1798.83; and
16 (i) Whether Plaintiff and the Class are entitled to injunctive relief.

17 43. **Typicality:** The factual and legal bases of Hearst’s liability to
18 Plaintiff and to the other members of the Class are the same and resulted in injury
19 to Plaintiff and all of the other members of the Class. Plaintiff and the other
20 members of the Class have all suffered harm as a result of Hearst’s wrongful
21 conduct.

22 44. **Adequate Representation:** Plaintiff will fairly and adequately
23 represent and protect the interests of the Class members, and have retained counsel
24 competent and experienced in complex class actions. Plaintiff has no interest
25 antagonistic to those of the Class and Hearst has no defenses unique to Plaintiff.
26
27
28

1 45. **Appropriateness:** This class action is appropriate for certification
2 because class proceedings are superior to all other available methods for the fair
3 and efficient adjudication of this controversy and joinder of all members of the
4 Class is impracticable. The damages suffered by the individual members of the
5 Class will likely be small relative to the burden and expense of individual
6 prosecution of the complex litigation necessitated by Hearst's wrongful conduct.
7 Thus, it would be virtually impossible for the individual members of the Class to
8 obtain effective relief for Hearst's misconduct. Even if each member of the Class
9 could sustain such individual litigation, it would not be preferable to a class action
10 because individual litigation would increase the delay and expenses to all parties
11 due to the complex legal and factual controversies presented in this Complaint. By
12 contrast, a class action presents far fewer management difficulties and provides the
13 benefits of single adjudication, economy of scale, and comprehensive supervision
14 by a single court. Economies of time, effort, and expense will be fostered and
15 uniformity of decisions will be ensured.

16 46. **Policies Generally Applicable to the Class:** This class action is also
17 appropriate for certification because Hearst has acted or refused to act on grounds
18 generally applicable to the Class, thereby making appropriate final injunctive relief
19 or corresponding declaratory relief with respect to the Class as a whole. The
20 policies of the Hearst challenged herein apply to and affect all members of the
21 Class uniformly, and Plaintiff's challenge of these policies hinges on Hearst's
22 conduct, not on facts or law applicable only to Plaintiff.

23 47. **Notice to the Class:** The Parties will provide notice to the Class
24 members that complies with the Federal Rules of Civil Procedure and Due Process.
25 Plaintiff anticipates that notice will be sent to Class members via email, to email
26
27
28

1 addresses for Class members obtained from Hearst during discovery, using a
2 Court-approved notice form.

3 **FIRST CAUSE OF ACTION**
4 **Violations of California's Shine the Light Law**
5 **(Cal. Civ. Code § 1798.83)**
6 **(On behalf of Plaintiff and the Class)**

7 48. Plaintiff incorporates the foregoing allegations as if fully set forth
8 herein.

9 49. Plaintiff and the Class are "customers" of Hearst, as that term is
10 defined by Cal. Civ. Code § 1798.83(e)(1).

11 50. Plaintiff and the Class are engaged in an ongoing "established
12 business relationship" with Hearst as that term is defined by Cal. Civ. Code §
13 1798.83(e)(5).

14 51. Hearst cannot utilize the notice option available under Cal. Civ. Code
15 § 1798.83(b)(1)(A) because, as a business operating almost exclusively online, it
16 does not have "employees who regularly have contact with customers," as that
17 term is defined by Cal. Civ. Code § 1798.83(e)(4).

18 52. In any event, and upon information and belief, Hearst does not
19 instruct or otherwise train its employees to respond to customer inquiries about
20 obtaining Hearst's Shine the Light Disclosures as required by Cal. Civ. Code §
21 1798.83(b)(1)(A).

22 53. Further, on information and belief, Hearst does not conduct business
23 through "brick and mortar" stores in California, meaning it cannot avail itself of
24 the notice option set forth in Cal. Civ. Code § 1798.83(b)(1)(C).

25 54. Consequently, Hearst must utilize the notice option under Cal. Civ.
26 Code § 1798.83(b)(1)(B). As such, Hearst must affirmatively disclose specific
27 information to its customers through its Web site.

28 55. Hearst willfully violates the Act by, among other things, (i) failing to

1 add a hyperlink entitled “Your Privacy Rights” to its home page, (ii) failing to add
2 a hyperlink to a page titled “Your Privacy Rights,” (iii) failing to designate a
3 mailing address, e-mail address, telephone number, or facsimile number for
4 customers to deliver requests, and/or (iv) failing to describe its California
5 customers’ rights under the Shine the Light Law. *See* Cal. Civ. Code §
6 1798.83(b)(1)(B); (*See* “Home Page” and “Privacy Policy,” true and accurate
7 copies of which are attached hereto as Exhibits 1 and 2, respectively.)

8 56. Plaintiff’s and the Class’s personal information has monetary value,
9 and Hearst’s failure to comply with Cal. Civ. Code § 1798.83(b)(1) deprives
10 Plaintiff and the Class of their statutorily-guaranteed right to monitor and control
11 the disclosure and use of that data. As such, Hearst has diluted the value of
12 Plaintiff and the Class members’ personal property, and deprived them of the
13 opportunity to sell their personal property for their own financial gain.
14 Accordingly, Plaintiff and the Class have sustained, and continue to sustain,
15 monetary injuries as a direct and proximate cause of Hearst’s violation of Cal. Civ.
16 Code § 1798.83.

17 57. Hearst’s failure to comply with Cal. Civ. Code § 1798.83(b) also
18 deprives Plaintiff and the Class of the ability to make informed decisions with
19 respect to their privacy and transmission of their personal information. Further,
20 Hearst’s supposed privacy procedures provide fewer protections to Plaintiff and
21 the Class, thereby depriving them of their protections and rights under the Act.

22 58. At all times relevant to this lawsuit, Hearst has failed to provide
23 Plaintiff or the Class with disclosures required by Cal. Civ. Code § 1798.83(b)(1).

24 59. Hearst is a “business required to comply with [§ 1798.83]” and none
25 of the exceptions in §§ 1798.83 or 1798.84 apply.¹⁴

26 ¹⁴ *See* Cal. Civ. Code § 1798.83(b)(1).
27

1 60. Hearst shares its customers' personal information with third parties
2 for direct marketing purposes.

3 61. Accordingly, Plaintiff and the Class are entitled to civil penalties of
4 three thousand dollars (\$3,000.00) per violation pursuant to Cal. Civ. Code §
5 1798.84(c).

6 **SECOND CAUSE OF ACTION**
7 **Violation of California's Unfair Competition Law**
8 **Cal. Bus. & Prof. Code §§ 17200, et seq.**
9 **(On Behalf of Plaintiff and the Class)**

10 62. Plaintiff incorporates the foregoing allegations as if fully set forth
11 herein.

12 63. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof.
13 Code §§ 17200, *et seq.*, protects both consumers and competitors by promoting fair
14 competition in commercial markets for goods and services.

15 64. The UCL prohibits any unlawful, unfair or fraudulent business act or
16 practice.

17 65. As discussed above, Hearst has violated the unlawful prong of the
18 UCL in that its conduct violated the Shine the Light Law, Cal. Civ. Code §
19 1798.83

20 66. Plaintiff's and the Class's personal information has monetary value,
21 and Hearst's failure to comply with Cal. Civ. Code § 1798.83(b) deprives Plaintiff
22 and the Class of their statutorily-guaranteed right to monitor and control the
23 disclosure and use of that data. As such, Hearst has diluted the value of Plaintiff's
24 and the Class's personal property, and deprived them of the opportunity to sell
25 their personal property for their own financial gain.

26 67. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff, on her own
27 behalf and on behalf of the Class, seeks an order requiring Hearst to (1)
28 immediately cease the unlawful practices described herein; (2) make full restitution

1 of all funds wrongfully obtained by sharing and/or selling Plaintiff's and the
2 Class's personal information; and (3) pay interest, attorneys' fees, and costs
3 pursuant to Cal. Code Civ. Proc. § 1021.5.

4 PRAYER FOR RELIEF

5 WHEREFORE, Plaintiff Melissa Miller, individually and on behalf of the
6 Class, prays for the following relief:

7 A. Certify the Class as defined above, appoint Plaintiff as Class
8 representative, and designate her counsel as Class Counsel;

9 B. Declare that Defendant's actions, as described herein, violate Cal.
10 Civ. Code § 1798.83 and Cal. Bus. & Prof. Code §§ 17200, *et seq.*;

11 C. Award injunctive and other equitable relief as is necessary to protect
12 the interests of the Class, including, *inter alia*, entering an Order: (i) prohibiting
13 Defendant from engaging in the wrongful and unlawful acts described herein; and
14 (ii) requiring Defendant to add to its website the information required by Cal. Civ.
15 Code § 1798.83(b)(1)(B);

16 D. Award damages, including civil penalties of three thousand dollars
17 (\$3,000.00) per violation of Cal. Civ. Code § 1798.83 to Plaintiff and the Class;

18 E. Award Plaintiff and the Class their reasonable litigation expenses and
19 attorneys' fees pursuant to Cal. Civ. Code § 1798.84(g) and Cal. Code Civ. Proc. §
20 1021.5;

21 F. Award Plaintiff and the Class pre- and post-judgment interest, to the
22 extent allowable; and

23 G. Award such other and further relief as equity and justice may require.


24 JURY TRIAL

25 Plaintiff demands a trial by jury for all issues so triable.
26
27
28

1 Dated: January 26, 2012

Respectfully submitted,

2 **MELISSA MILLER**, individually
3 and on behalf of all others similarly
4 situated,

5 
6 By: _____
7 One of Plaintiff's attorneys

8 Sean P. Reis (SBN 184044)
9 sreis@edelson.com
10 EDELSON MCGUIRE LLP
11 30021 Tomas Street, Suite 300
12 Rancho Santa Margarita, California 92688
13 Tel: (949) 459-2124
14 Fax: (949) 459-2123

15 Jay Edelson*
16 jedelson@edelson.com
17 Rafey S. Balabanian*
18 rbalabanian@edelson.com
19 Steven L. Woodrow*
20 swoodrow@edelson.com
21 Ari J. Scharg*
22 ascharg@edelson.com
23 EDELSON MCGUIRE LLC
24 350 North LaSalle Street, Suite 1300
25 Chicago, Illinois 60654
26 Tel: (312) 589-6370
27 Fax: (312) 589-6378

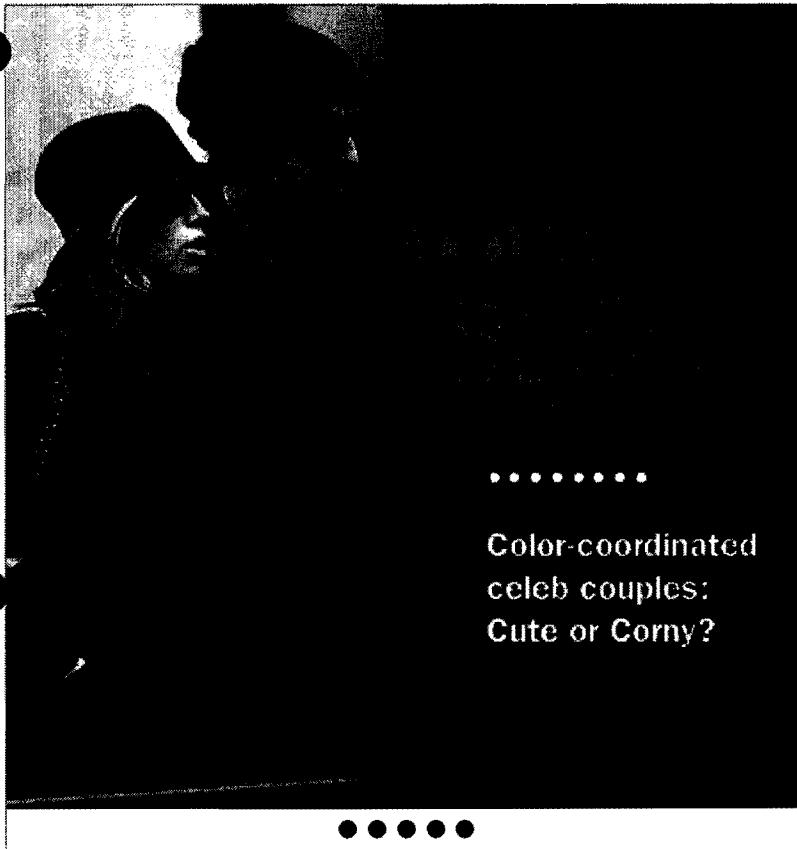
28 *Pro hac vice admission to be sought

Exhibit 1

COSMOPOLITAN

TRY: sexy hair lose weight hot bangs great gifts

SEX/LOVE : HAIR/BEAUTY : CELEBS/STYLE : FOOD/COCKTAILS : SECRETS/ADVICE : QUIZZES/FREEBIES : VIDEOS : COSMO FOR GUYS



Most Popular Stories

THE LATEST

1

Crushing On Your Coworker? Read This First

2

Getting Married Is Nice And All, But...

3

What Dudes Really Do After a Breakup

4

Connect with Cosmo



ADVERTISING

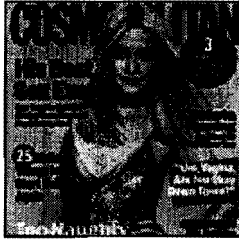
▼ Today's Featured Video

Sex Tricks



Blow His Mind Every Single Time

Our Cover Girl



Why We Love Dakota Fanning

Fun Questions



We Want to Hear What You Think!

Hot Styles



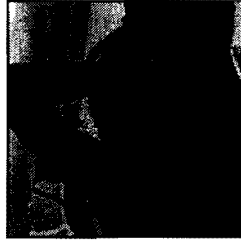
Shopping You Should Do Now

Naughty Tips



Naughtiest Sex Tips of the Year

Cosmo For Guys



Steamy Ways To Turn You On

The Weird Factor That's Screwing With Your IQ

5

Awesome Love Advice...From a Newly Single Star

6

Footie PJs & Other Things Single Girls Don't Want

7

What Do You Think of These Story Titles?

8

How Your DVR Can Help You Drop Lbs.

Your System Status

WE'RE SORRY!

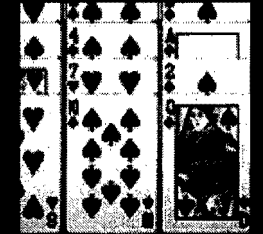
You need to update your Flash Player.



Fun Games



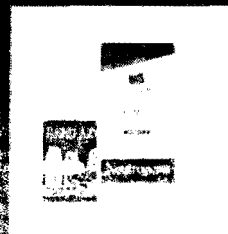
Match up the makeup tiles in this totally addictive game. ▶



Play a classic version of spider solitaire. ▶

See More Fun Games!

Win Free Stuff



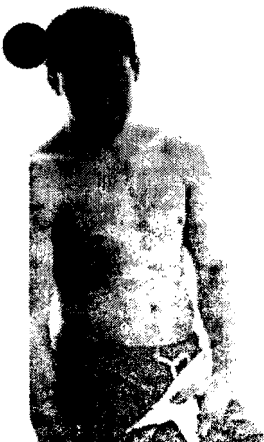
NEUTROGENA®, NEOSPORIN®, and BAND-AID® Brand ▶

Men Uncensored

5 Dates That Will Drive Him Wild

No chick flicks or mini meals! These are truly guy-friendly trysts.

[Read More](#) ▶



SPECIAL OFFERS



1 YEAR FOR ONLY \$15!

SAVE 69%

Fill in the form below to order and we will bill you later.

First Name:

City:

Last Name:

State • Zip:

Address:

Email:

ORDER NOW

Sex Position of the Day

THE LINGUINI

This side-by-side canoodle creates incredible friction for him because your thighs are so close together.

SEE MORE ▶



▶ View Yesterday's Position

▶ View All Sex Positions



Stylist's Day Off

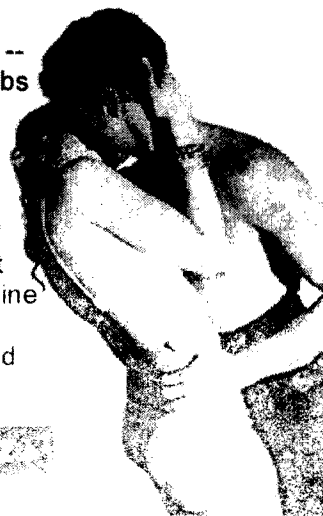
Even the most fashion-forward stars sometimes take a step

Quiz

Quiz: Are you adventurous?

Your girlfriends invite you on a vacay to Greece. Your agenda?

- A. Hitting the wildest spots -- from nightclubs to nude beaches.
- B. Sticking with guided tours.
- C. Checking out the local cuisine and some recommended locales.

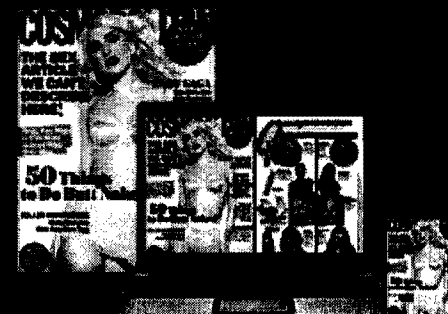


See More Sweepstakes

▼ My.Cosmopolitan.Com

These days there's more than one way to feed your Cosmo fix. You can get your subscription to the print magazine as you always have, or if you'd prefer to get it sent to you as a digital edition to read on your iPad, tablet or Nook, we've got you covered. And, when you just can't get enough Cosmo, we'll give you even more—check out our Sex Position of the Day app for your iPhone or Android-enabled device. Now how's that for a turn-on?

SEE MORE ▶



Meet Your New Best Friend

CFG: Cosmo For Guys is an iPad app for men—but it's really for you. That's because it'll teach your guy exactly how you want to be touched, treated, and talked to in and out of bed.





stars sometimes take a step backward.

[SEE MORE ▶](#)



[▶ See More Quizzes Like This](#)

1,391,741 people belong to Cosmo's online community. [Sign In](#) | [Join Free](#)

Answer This!

"What was your first kiss like?"

Enter Your Email Address Here

[CREATE AN ACCOUNT & SUBMIT YOUR ANSWER ▶](#)

Message Boards

What you're talking about right now

Our relationship is boring. What do I do?

I have been dating my boyfriend for about two months and it is beginning to become bori... [Read More ▶](#)

Posted @ January 13, 2011 & 10:00 AM

In College, how do you meet guys?

So, Im a freshman in college and even though I have met lots of cool female friends, I ... [Read More ▶](#)



Want a better boyfriend?

There's an app for that. Get your guy a monthly subscription to CFG, and he'll be wowing you (in bed and out) in no time.

▼ Body Language Decoder



Whether you've just met your man or are long-term lovers, this guide deciphers the meanings behind his actions.

[READ MORE ▶](#)

[See More Tools](#)

▼ Cosmo Confidential

START TALKING ▶

▶ Read More

- ▶ **Read More Dating Discussions**
- ▶ **Read All Discussions**

ADVERTISEMENT

More From Cosmo

Sex Positions

- Reverse Cowgirl
- Crazy Sex Positions
- Girl on Top
- Shower Sex Ideas
- Sex Positions
- More ▶

Makeup & Beauty

- Beauty Blog
- How to Get Rid of a Hickey
- How to Get to Perfect Skin
- Celebrity Beauty Secrets
- How to Get Beachy Waves
- More ▶

Hair Ideas

- Hair Color Ideas
- Summer Hairstyles
- Hairstyles with Bangs
- How-to Hairstyles
- Sexy Hair
- More ▶

Foreplay Ideas

- How to Turn a Guy On
- How to Be Sexy
- Oral Sex
- Foreplay
- Cosmo for Guys iPad App
- More ▶

Sex Tips & Advice

- Kama Sutra
- How to Have Phone Sex
- Sex Moves
- Places to Have Sex
- Sex Questions
- More ▶

Celeb Hairstyles

- Jennifer Aniston Hairstyles
- Kate Winselt Hairstyles
- Eva Mendes Hairstyles
- Minka Kelly Hairstyles
- Lauren Conrad Hairstyles

Gift Ideas

- Gifts for Boyfriend
- Gifts Under \$20
- Sexy Gifts
- Gifts for People That Have Everything
- Food Gifts
- More ▶

Sex How-To's

- How to Give a Hand Job
- How to Talk Dirty
- How to Have Sex
- How to Give a Blow Job
- How to Put on a Condom



**Sign up for Cosmo's
Newsletter & Buzz Club**



- **Cosmo Weekly**—Get our weekly *what's hot* in fashion, beauty, relationships, and more! (see a sample)
- **Cosmo Buzz Club**—We want your opinion! Join our panel and share your opinions on what's hot in fashion, beauty, and more.

Enter your email address

SIGN UP ▶



TRY: sexy hair : lose weight : hot bangs : great gifts

About Cosmopolitan

- iPad App
- Digital Edition
- About Us
- Press Room
- Privacy and Terms of Use
- Site Map
- Contact Us
- Community Guidelines
- Advertise Online
- About Our Ads
- Cosmo Radio
- Cosmo Books
- Work for Cosmo

Cosmopolitan Magazine

- Customer Service
- Subscribe
- Other Hearst Subscriptions
- Give a Gift
- Site Service
- Events & Promotions
- Free Newsletters
- Mobile

Hair Ideas

- Hairstyles
- Celebrity Hair Ideas
- Hair Color Ideas
- Sexy Hair
- Celebrity Hairstyles
- Long Hairstyles
- Red Hair Colors
- Medium Length
- Hairstyles
- Curly Hairstyles
- Blonde Hair Colors

Makeup Tips

- Beauty Tips
- Virtual Makeover
- Best Foundation
- Lipstick
- Mascara
- Best Eye Cream
- Makeup
- Cosmetics
- Eyeliner
- Makeup Tips
- How to Look Younger

Fashion

- Golden Globes 2012
- Fashion 2012
- Fashion Blog
- Mad Men Fashion
- Celebrity Style
- Fashion Ideas
- Street Style
- 2 Week Diet
- Red Carpet Dresses
- French Style
- Fashion Trends

Relationship Advice

- Love Horoscopes
- How to Kiss
- Daily Horoscope
- Gifts for Boyfriend
- Date Night
- Romantic Ideas
- Date Ideas
- How to Flirt
- How to Be Sexy
- Sex Advice
- More Date Ideas

Connect with us [More Options](#)

©2012 Hearst Communications, Inc. All Rights Reserved. Being Green | Why did I get this ad?

W R B E P R D N G

Exhibit 2

ADVERTISEMENT

OLAY



Want to find a great anti-aging products?

SUBSCRIBE Give a Gift Customer Service

Free Games Promotions iPad App Digital Edition

JOIN FREE Sign in with Facebook Sign In

COSMOPOLITAN



TRY: sexy hair lose weight hot bangs great gifts

SEX/LOVE : HAIR/BEAUTY : CELEBS/STYLE : FOOD/COCKTAILS : SECRETS/ADVICE : QUIZZES/FREEBIES : VIDEOS : COSMO FOR GUYS

Privacy and Terms of Use

Purpose of this Privacy Policy

This privacy policy describes how Hearst Communications, Inc., its affiliates and Communications Data Services, Inc. (the company that fulfills magazine subscriptions for Hearst) treat the personally identifiable information that is collected about you when you visit the web sites, mobile-optimized versions of the web site, and digital applications to which this policy is linked. For purposes of this policy, Hearst Communications, Inc., its affiliates and Communications Data Services, Inc. are referred to collectively as "Hearst".

What is Personally Identifiable Information

"Personally identifiable information" is information that we can use to identify you as an individual. Personally identifiable information includes your name, address, telephone number and any other information that is connected with you personally.

Information This Privacy Policy Does Not Apply To

This privacy policy does not apply to information collected about you by anyone except Hearst and only applies to the web sites, mobile-optimized versions of the web sites and digital applications to which this policy is linked. Any information you provide when you visit web sites other than those covered by this policy (including other web sites affiliated with Hearst) or when you purchase any products or services, or enter contests, that may be linked to or advertised on our web site by companies other than Hearst is subject to the privacy policies posted on those sites. Except as specified herein, this policy also does not apply to

Connect with Cosmo



ADVERTISING

information you may provide to us offline; however please do be aware that if you subscribe offline to one of the magazines published by Hearst ("Magazines"), from time to time we make our subscriber lists available to companies that sell goods and services that we believe would interest our readers. If you would rather not receive such mailings, please send a current mailing label or exact copy to Mail Preference Service, PO Box 6000, Harlan, Iowa 51593.

Collection of Personally Identifiable Information

Hearst generally collects personally identifiable information with your specific knowledge and consent. For instance, when you enter a sweepstakes or contest, complete a survey, participate in a reader panel, register for those portions of our sites that may require registration, make a purchase, participate in our social networking features, request back issues, subscribe to our magazines or subscribe to our newsletters, and other electronic services you will be asked to provide information such as your e-mail address, name, phone number, and shipping address. Information such as your age, gender, hobbies or interests may also be requested. This information may sometimes be collected by third party service providers with whom Hearst contracts to host the web site or to fulfill requests for services; in that event, Hearst asks such service providers to make the personal information available only to Hearst for Hearst to use in accordance with the terms of this policy and not to use the information for any other purpose. Hearst uses this information to provide you with the service you have requested. If you subscribe to any of our Magazines, we may use your e-mail address to send you a confirmation notice and your mailing address to send you your magazine.

Similarly, if you enter online sweepstakes, we will use this information to notify you if you are a winner. We might also send out e-mails to users and sweepstakes/contest entrants to announce special offers, services and announcements from our sites and/or our advertisers. If you provide personal information for use in any of our social networking channels or tools (which may include services such as match-ups, dating, friendships, instant messaging and the like), we will use that information in the manner contemplated by the particular networking channel. Please check each channel for a description of how networking is conducted.

When you provide us with personal information, if you are not already a registered user of some of our sites, we will assign you a user name and password so that we can enhance your user experience by facilitating easy entry into other features and offers on the sites, saving your preferences, and so that we may contact you for marketing and promotional purposes. The user name and password will also enable us to display for you advertising messages that we believe may be of interest. (Certain areas on our sites require registration, and in those areas, you will be asked to establish your own user name and password). Your user name and password will function across many of our sites, regardless of brand, and will be held in confidence. You may elect to change them at any time by logging in and editing your registration (each of our branded sites will contain log-in information). You may also log in to cancel any user name and password that you may have selected or that we may have assigned. If you cancel your registration, we will retain your email address, user name and assigned user ID on file and use them only for the purpose of assuring you are not automatically registered again, against your wishes. Your user registration will also be recognized at some sites with which we are affiliated so that you may easily access features on those sites, however your actions on those sites will be

The Hot List

COSMOPOLITAN.COM:

Celebrity Couples Who Dress Alike

The V-Day Gifts Single Girls Can Do Without

The 2 Hottest Things You Can Say in Bed...

Which Sex Position is Hotter?

What His Body Language Really Means

10 Things You Don't Know About Kissing

The Cosmo Girl's Guide to Oral Sex

Best Kama Sutra Tips and Sex Positions

The Return of Bohemian Glamour

The Very Best Waterproof Mascara

30 Drugstore Deals

Pretty Persuasions: Metallic Accessories

Best Short Hairstyles for Every Face Shape

Easy Ways to Lose Weight in the New Year

Lazy Woman's Fitness

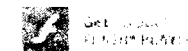
The Very Best Heels!

▼ Today's Featured Video

Your System Status

WE'RE SORRY!

You need to update your Flash Player.



IMPORTANT: After installing the required upgrade please reload this browser window to view the video player.

governed by the separate privacy policies of those affiliates. A list of those affiliates with separate privacy policies will appear here, and may be updated from time to time. Current affiliates are: RealAge.

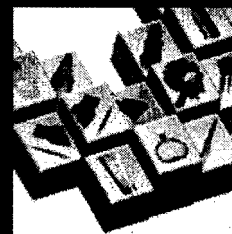
We may use cookies or "clear GIFs" (aka "web beacons" or "pixel tags") or similar technologies, in the sites and in our communications with you to enable us to know whether you have visited a web page or received a message. A clear GIF is typically a one-pixel, transparent image (although it can be a visible image as well), located on a web page or in an e-mail or other type of message, which is retrieved from a remote site on the Internet enabling the verification of an individual's viewing or receipt of a web page or message. A clear gif may enable us to relate your viewing or receipt of a web page or message to other information about you, including your personal information.

We may combine personal information that you provide to us online with outside records to enhance our ability to market products or provide services that we believe may be of interest to you. Additionally, we may share your personal information with third parties who may choose to contact you to promote their own goods and services. If you want us to stop sharing your email address with third parties in this way, **click here** and let us know at <http://hearst.ed4.net/profile/login.cfm>. If you do not wish us to share information with companies who would otherwise contact you at your mailing address, you may notify us in writing by sending a notice to Mail Preference Service, P.O. Box 6000, Harlan, Iowa 51593 or contacting us at custserv@cdsfulfillment.com. Also, you may elect to stop receiving email messages from a Hearst magazine (other than transactional messages relating to any accounts you may have with us) by notifying us at <http://hearst.ed4.net/profile/login.cfm>.

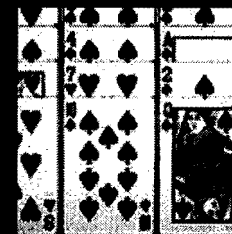
In addition, we may use information you provide us through emails, Q & A, blogs, forums, in response to polls, or through any other user-generated submission for editorial purposes, and may use your name and any stories you provide us in articles published online and in our Magazines. Please be advised that any such submissions become the property of Hearst and may be used by Hearst for any lawful purpose. If you provide us with personal anecdotes, they may be attributed to you. Hearst can edit, rewrite, use, and reuse the content, including your name, likeness, photograph, and biographical information you provide, in any way and any media whether now known or invented in the future, with or without attribution, including publication in the Magazines, and in trade media, and advertising. You agree that any content you send us will not violate any rights of any third party and that you will only send us content for which you own the rights.

Some of our sites may from time to time partner with a retailer or other third party to offer online shopping opportunities, games, services, subscriptions and other applications on a co-branded or cross-promotional basis. Those transactions may take place on a Hearst site, or the site of the third party. In either case, personal information you provide in connection with the transaction may be shared with the third party, as well as with any participating sponsors or advertisers of such opportunities and features. Some of our sites may offer you the ability to access a third-party site with whom we have a relationship to access both sites through a co-branded registration or password, in that event, your applicable registration information may be shared

▼ Fun Games



Match up the makeup tiles in this totally addictive game. ▶



Play a classic version of spider solitaire. ▶

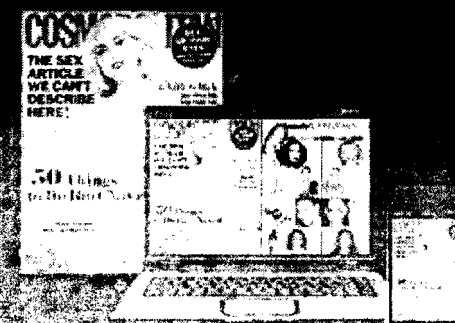
[See More Fun Games!](#)

▶ Win Free Stuff

▼ My.Cosmopolitan.Com

These days there is more than one way to feed your Cosmo fix. You can get your subscription to the print magazine as you always have, or if you'd prefer to get it sent to you as a digital edition to read on your iPad, tablet or Nook, we've got you covered. And, when you just can't get enough Cosmo, we'll give you even more—check out our Sex Position of the Day app for your iPhone or Android-enabled device. Now how's that for a turn-on?

[SEE MORE ▶](#)



with the third-party partner and used by them in accordance with their own privacy policy. We will notify you at the applicable point of sign up if any such co-branded registration or password practices will be in effect.

Some of our applications and mobile-optimized sites may have location-based features. For those features, we will collect your geographic location and, depending on the application, other information you provide us to enable you to enjoy the service being offered. For example, we may offer shopping features that allows you to get information about local merchants or travel features that allows you to locate nearby sights and destinations. We will use your location to serve relevant content, and your information may be shared with third party retailers and other facilities as applicable to allow you to take advantage of the particular service being offered.

In the unlikely event that we believe that the security of your personal information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we would endeavor to do so as promptly as possible under the circumstances, and, to the extent we have your e-mail address, we may notify you by e-mail.

In addition to the foregoing, Hearst may share or disclose personally identifiable information about you to other companies or individuals when:

- we utilize third party service providers to provide products, services or functions on our behalf (such as sending emails or processing credit cards or fulfilling subscriptions), and ask these service providers to agree to maintain the confidentiality of your personally identifiable information and not to use your personally identifiable information for any reason except to carry out the purpose(s) for which we hired them;
- You have entered a contest or sweepstakes sponsored by a third party, in which case the information may be shared with that third party for their use in their discretion, including direct marketing (Some of our contests and sweeps will ask you at the time of entry whether you would like your personal information to be shared with the sponsor. Other contests will not give you that option and in that event, if you do not want your information to be shared, you should not enter the contest);
- we publish a magazine to which you subscribe through a joint venture or licensing arrangement with a third party (such as Marie Claire), in which event our third party partner may use your personally identifiable information to the same extent that we can;
- the entity to whom the information is disclosed is one under control of, or under common control with Hearst (for these purposes, a company controlling 20% or more of the voting stock of another entity shall be deemed to control such entity);
- the entity to whom the information is disclosed is hosting web sites associated with our magazines or magazines we publish in conjunction with a third party other than those web sites covered by this policy.

Meet Your New Best Friend

CFG, Cosmo For Guys is an iPad app for men—but it's really for you. That's because it'll teach your guy exactly how you want to be touched, treated, and talked to, in and out of bed.



[SEE MORE ▶](#)

- ▶ [Body Language Decoder](#)
- ▶ [Cosmo Confidential](#)

- the entity to whom the information is disclosed has affiliated with us to publish a website or furnish services associated with a website;
- you have furnished us personal information with the intent that it be forwarded to a third party for use in connection with a specified service you are electing to participate in (examples include, without limitation, e-commerce partners, services to help old friends locate you online, etc.);
- we need to protect our legal rights (for example, if we are trying to collect money you owe us);
- we must comply with applicable laws, regulations, or legal or regulatory process;
- we have reason to believe that someone may be causing injury to someone or interfering with our rights or the rights of our users, or general public, or using our services in violation of a legal or personal right; or
- in connection with a sale, merger, transfer, exchange, or other disposition (whether of assets, stock, or otherwise) of all or a portion of the business conducted by the web sites to which this policy applies.

Cookies

Hearst (or third party service providers on our behalf) may set and access cookies and similar technologies on your computer. A cookie is a small amount of data (often including a unique identifier), that is sent to your browser from a web site's computers and stored on your computer's hard drive. Some of our cookies may be local shared objects, also known as Flash cookies. Hearst uses cookies to understand site usage and to improve the content and offerings on our site.

We may use cookies to control the display of ads, to track usage patterns on the sites, to deliver editorial content, to record requests for subscriptions and to personalize information.

Our cookies may contain personally identifiable information and such cookies may be shared with others to the same extent indicated above.

Hearst (or third party service providers on our behalf) may also use cookies to collect aggregate information about web site users on an anonymous basis. We may share aggregate demographic and usage information with our prospective and actual business partners, advertisers and other third parties for any business purpose.

Some of our advertisers may serve you cookies as well. We do not have control over cookies placed by advertisers.

If you don't want cookies, most Web browsers include an option that allows you to not accept them. However, if you set your browser to refuse cookies, some portions of our sites may not function efficiently. You can manage and deleted flash cookies by visiting <http://kb2.adobe.com/cps/526/52697ee8.html>

IP Address

Your Internet Protocol ("IP") address is usually associated with the place from which you enter the Internet, like your Internet Service Provider, your company or your university. Our server may also record the referring page that linked you to us (e.g., another Web site or a search engine); the pages you visit on our sites, the Web site you visit after this Web Site; the ads you see; the ads you click on; other information about the type of Web browser, computer, platform, related software and settings you are using; any search terms you have entered on this Web Site or a referral site; and other Web usage activity and data logged by our Web servers. We may use your IP address to help diagnose problems with our servers, gather broad demographic information, and administer our website. We may also link this information with your personal information when we feel that it is necessary to enforce compliance with our rules and policies or terms of service or to protect our Sites, customers or others.

Wireless Addresses

If the email address you provide to us is a wireless email address, you agree to receive messages at such address from Hearst and the Magazines, entities affiliated with the Magazines (unless and until you have elected not to receive such messages by notifying us at mobile@hearst.com). You understand that your wireless carrier's standard rates apply to these messages. You represent that you are the owner or authorized user of the wireless device on which messages will be received, and that you are authorized to approve the applicable charges.

Short Message Services and Wireless Internet

We may make available services through which you can receive messages on your phone or wireless device via short message service ("SMS Service") or wireless internet ("WAP Services"). We may also make available content and versions of our websites available via WAP and mobile phone service. If you subscribe to one of our SMS, WAP or mobile services, you thereby agree to receive such service at the address you provide for such purposes. Such messages may come from Hearst, or from third parties who we believe may have goods or services of interest to you (unless you have elected not to receive such messages at the time you subscribe). Our wireless carriers and providers are not responsible for the content of our wireless services or any of the messages you may receive from us.

You understand that your wireless carrier's standard rates apply to these messages, and that you may opt-out of receiving them by notifying us at mobile@hearst.com. You represent that you are the owner or authorized user of the wireless device you use to sign up for the SMS, WAP or mobile service, and that you are authorized to approve the applicable charges. To use the SMS, WAP or mobile service, you must reside in the United States. You must register and provide all required Personal Information, which may include, for example, your name, SMS, WAP or mobile address, wireless carrier and, if fees are applicable to the SMS, WAP or mobile service you subscribe to, billing information (either your credit card information or mobile service carrier information if applicable fees will be billed through your carrier). We may also obtain the date, time and content of your messages in the course of your use of the SMS, WAP or mobile service. We will use the information we obtain in connection with these services in accordance with this Privacy Policy. If fees are

charged to your wireless account invoice, we may provide your carrier with your applicable information in connection herewith. Your wireless carrier and other service providers may also collect data about your wireless device usage, and their practices are governed by their own policies.

You acknowledge and agree that the SMS, WAP and mobile services are provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of such services will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the services. We may also access the content of your account and wireless account with your carrier for the purpose of identifying and resolving technical problems and service-related complaints.

By signing up for any SMS, WAP or mobile service, you consent to receiving, from time to time, further messages which may include news, promotions and offers from us, our affiliates and partners, and unless and until you have opted-out of these activities by notifying us at mobile@hearst.com. Please follow the instructions provided to you by third parties to unsubscribe from their messages.

Advertising Disclosure

In addition to ads that we serve you directly, we use third-party advertising companies to serve ads when you visit our websites. Both we and our advertising companies may use information about your visits to this website and other sites you may visit to serve ads to you. In the course of serving advertisements to you, a unique third-party cookie may be placed or recognized on your browser. In addition, we and our advertising companies may use Web beacons to help manage our online advertising. These Web beacons enable us and our third-party ad serving companies to recognize a browser's cookie when a browser visits this site and to learn which banner ads bring users to our website and to serve you ads that you may find of interest elsewhere on the internet. Both Hearst and these companies may use information (not including your names, address, email address or telephone number) about your visits to these sites and other websites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by other companies, please visit http://www.networkadvertising.org/optout_nonppii.asp. Ads in our videos may be served by an ad partner. You can find out more about our video ads by visiting <http://www.yume.com/privacy.php>.

Kids And Parents

The sites covered by this policy are not intended for use by children, especially those under age 13. No one under age 13 is allowed to provide any personal information or use our public discussion areas, forums and chats. To subscribe to newsletters and to participate in other activities where personal information is divulged on our teen oriented sites, you must be 13 or older. Minors between the ages of 13 and 17 should get the permission of their parent(s) or legal guardian(s) before subscribing to any Magazines on our sites. Some areas of our sites require that you identify yourself by age category when registering and in those areas, if you

register as an adult, you represent that you are 18 years of age or older.

If your children disclose information about themselves in our public discussion areas, they may get unsolicited messages from other parties. Accordingly, you should tell them not to do so. There are also commercially available tools to help you limit your children's exposure to material online.

If you're worried about your children's activities or their privacy on our site, we encourage you to e-mail Hearst at customer care@hearstmags.com.

Blogs, Video and other user-generated Postings; Social Networking

If you elect to post material to any blogs, forums, participate in our social networking channels or other community boards that may be offered on our sites, or if you elect to upload any photographs, audio or video, you will be solely responsible for all content, messages, text, files, images, graphics, photos, audio clips, sounds, video or other materials (the "Postings"). You agree and warrant that any Postings you post to the sites will be true and accurate, will not defame any person or invade any person's privacy, and will not infringe the proprietary rights of any person. You agree not to furnish any Postings to which you do not own the rights. By furnishing Postings, you give Hearst the right to use such Postings in any manner and in any media now known or hereafter invented, including, without limitation, the right to combine your Postings with Postings of third parties in varied combinations. You also acknowledge that visitors to the sites may post comments about your Postings which may be derogatory, and that Hearst has no obligation to monitor or delete any such postings.

Please be aware that Hearst does not and cannot monitor all of the Postings made to the sites, and therefore Hearst will not be responsible for the content of any Postings. Hearst has no obligation to verify the accuracy of any personally identifying information that is posted to our sites. However, Hearst does reserve the right to delete or edit any material in any Posting that is obscene, harassing, offensive or otherwise objectionable and not in keeping with the community standards of the Magazines and websites and to terminate access to the sites to offenders of the guidelines. If Hearst elects to edit any Postings, it nonetheless assumes no responsibility for the content of the Postings. Under no circumstances will Hearst be liable for any inaccuracy or defect in any Postings. We also expect our users to adhere to certain rules of the road. Therefore, you agree not to post, email, or otherwise make available Postings:

- that are unlawful, harmful, threatening, abusive, harassing, defamatory, pornographic, libelous, or invasive of another's privacy, or harmful to minors in any way;
- that harass, degrade, intimidate or are hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- that include personal or identifying information about another person without that person's explicit consent;
- that are false, deceptive, misleading, deceitful, misinformative, constitute "bait and switch" or

impersonation of any person or entity;

- contain your own or a third party's advertising, branding or promotional content;
- that infringe any proprietary rights, including copyright, of any party, or Postings that you do not have a right to make available;
- restrict or inhibit any other user from using and enjoying the Hearst sites or the Hearst services offered on them;
- that include your personal information, such as telephone number, street address, last name, URL or email address;
- that are "cut and paste" private messages from other users;
- that re-broadcast any posting that violates these terms.

Because Hearst does not monitor the Postings, you agree to use and rely on them at your own risk. Hearst cannot make any representation or warranty about the material contained in the Postings. Hearst likewise assumes no responsibility for any contact you may have with other users of our sites, either online or offline. If you elect to meet in person with someone you may meet on our sites, you do so at your own risk, and under no circumstances will Hearst be liable for any activity or injury that may occur.

California and Canadian Users

California and Canadian residents have the right to know how their information may be shared with third parties who engage in direct marketing activities and this policy explains our practices and how you can opt out of having your information shared for such purposes. From time to time we may make our customer lists available to companies that sell goods and services that we believe would be of interest. We may compile these lists from customer orders placed both offline and online. Customers have the option of having their names and identifying information removed from those lists (subject to certain exceptions and limitations in applicable laws) by contacting us at <http://hearst.ed4.net/profile/login.cfm>, or, in the case of information you have provided to us offline, by sending a current mailing label or exact copy to: Mail Preference Service, PO Box 6000, Harlan, Iowa 51593.

We may also from time to time make our customer lists available for direct marketing purposes to other entities that are affiliated with us. If you would like to be removed from those lists, contact us at <http://hearst.ed4.net/profile/login.cfm>, or, in the case of information you have provided to us offline, by sending a current mailing label or exact copy to: Mail Preference Service, PO Box 6000, Harlan, Iowa 51593.

If you enter a contest or sweepstakes sponsored by a third party, information may be shared with that third party for their use in their discretion, including direct marketing. (Some of our contests and sweeps will ask you at the time of entry whether you would like your personal information to be shared with the sponsor. Other contests will not give you that option and in that event, if you do not want your information to be shared, you should not enter the contest.)

Non-U.S. Users

If you are located outside of the United States, please note that the information you provide to us will be transferred to the United States. By using this web site, you consent to this transfer. You also consent to the adjudication of any disputes arising in connection with this website in the federal and state courts of, and in accordance with the laws of, the state of New York.

Other Terms of Use:

Copyright

Everything you see or read on the Hearst sites is owned by us or used with permission. You may not copy, use, or retransmit anything from or for our site without our permission. Any commercial or promotional distribution, publishing or exploitation of the sites, or any content, code, data or materials on the sites is strictly prohibited. You are not allowed to post or distribute any material you do not own or which you do not have permission to use. You are also prohibited from engaging in any conduct that interferes with the technological operation of the sites or that tampers with any copyright protection mechanisms applicable to content on any sites. Ignoring this policy may result in copyright, trademark, or other intellectual property rights violations.

Copyright Infringement

In accordance with the provisions of the Digital Millennium Copyright Act, 17 USC sec. 512, our magazine sites have designated an agent to receive notices of claims of copyright infringement: Debra S. Weaver, Esq., 300 West 57th Street, New York, New York, 10019, tel: 212-649-2047; copyright@hearst.com. If you believe your copyright has been infringed, you may provide us with notice. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, including an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice to our users that we have received a notice of infringement by means of a general notice on our site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for the judicial district in which our offices are located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

We reserve the right to terminate access to our sites of any user who infringes the proprietary rights of any third party.

User Names and Passwords

Some areas of our sites require you to select a user name and password. Users will be responsible for maintaining the confidentiality of any user name and password, and we will not be responsible for misuse of any user names or passwords by any third party, whether authorized by a user or not. Some of our sites also have a policy of requiring that you not include certain identifying characteristics (such as street address or last name) in your public profile. Please check each site for any such restrictions.

Disclaimers

Hearst is not responsible for the conduct, whether online or offline, of any user of the sites. Hearst takes reasonable steps to protect the security and integrity of all personal information you provide to the sites; however, due to the inherent nature of the Internet, we cannot guarantee that information, during transmission through the Internet or while stored on our system or otherwise in our care, will be absolutely safe from intrusion by others, such as hackers. Hearst assumes no liability for any error, omission, interruption, deletion,

defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user Posting. Hearst is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the sites or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation in any activities on the sites or downloading materials. We make no warranties that the services will be timely, secure, uninterrupted, or error-free. You understand that if you download any material, you do so at your sole risk. Under no circumstances shall Hearst be responsible for any loss or damage, including personal injury or death, resulting from use of the sites, any content posted on or through the sites, or conduct of any users of the sites, whether online or offline. We can, whenever we want, edit or delete any content displayed on the sites. You use the sites at your own risk. Some areas of our sites offer advice from a variety of providers, who may be affiliated with Hearst or member of the user community; such advice is for entertainment only and not as treatment or remedy for an individual circumstance. Everything you see on our sites is provided to you "as is." The sites are provided "AS-IS" and as available and Hearst expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Hearst cannot guarantee and does not promise any specific results from use of the sites. Hearst reserves the right to terminate access to these sites for by anyone for any reason, including violation of these terms of service and/or any terms contained in the Privacy Policy.

- **Limitation on Liability**

IN NO EVENT SHALL HEARST BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF HEARST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disputes

If there is any dispute about or involving the sites, you agree that the dispute shall be governed by the laws of the State of New York, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of New York, City of New York. Hearst may demand that any dispute between Hearst and you about or involving the sites must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in New York, New York, USA.

Indemnity

You agree to indemnify and hold Hearst, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss or liability arising out of your use of the sites or from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your

use of the sites in violation of these terms of service and/or any breach of your representations, warranties and obligations set forth above and/or if any content that you post in Postings on the sites or through the sites causes Hearst to be liable to another.

Terms relating to Digital Applications

In the case of digital applications, the following additional provisions apply:

These terms of use are between you and Hearst. The platform provider for the application is not a party to these terms, but may be a third party beneficiary of them. You will look solely to Hearst for any maintenance and support issues arising in connection with the content of the application and Hearst, not the platform provider, is solely responsible for any claims that may arise with respect to the content of the application. You are authorized to use the application solely on a device that you own or control, and solely as permitted by the usage terms of the platform provider of the application.

By using the application, you represent that you are not located in a country that is subject to an embargo of the U.S. government or that has been designated as a "terrorist supporting" country and that you are not listed on any U.S. government list of prohibited or restricted parties.

Any questions regarding the application may be addressed to Hearst at 300 W. 57th Street, NY, NY 10019 or email digitalapps@hearst.com

Changes to Privacy Policy and Notice

Hearst may change this policy from time to time in its discretion. Your continued use of our sites indicates your consent to this privacy policy and any amended versions of it.

This policy was last updated on February 10, 2011.

More From Cosmo

Sex Positions

- Reverse Cowgirl
- Crazy Sex Positions
- Girl on Top

Hair Ideas

- Hair Color Ideas
- Apparel & Accessories
- Makeups with Bangs

Sex Tips & Advice

- Kama Sutra
- How to Have Better Sex
- Sex Moves

Gift Ideas

- Gifts for Boyfriend
- Gifts Under \$20
- Sexy Gifts

Shower Sex Ideas
Sex Positions
More ▶

Makeup & Beauty

Beauty Blog
How to Get Rid of a Hickey
How to Get to Perfect Skin
Celebrity Beauty Secrets
How to Get Beachy Waves
More ▶

How-to Hairstyles
Sexy Hair
More ▶

Foreplay Ideas

How to Turn a Guy On
How to Be Sexy
Oral Sex
Foreplay
Cosmo for Guys iPad App
More ▶

Places to Have Sex
Sex Questions
More ▶

Celeb Hairstyles

Jennifer Aniston Hairstyles
Kate Winslet Hairstyles
Eva Mendes Hairstyles
Minka Kelly Hairstyles
Lauren Conrad Hairstyles

Gifts for People That Have Everything
Food Gifts
More ▶

Sex How-To's

How to Give a Hand Job
How to Talk Dirty
How to Have Sex
How to Give a Blow Job
How to Put on a Condom

Discover rich, waterproof eyeshadows with a built-in primer for color that lasts. Learn more.

SPECIAL OFFERS

Sign up for Cosmo's Newsletter & Buzz Club

Free Newsletter

- Cosmo Weekly**—Get our weekly *what's hot* in fashion, beauty, relationships, and more! (see a sample)
- Cosmo Buzz Club**—We want your opinion! Join our panel and share your opinions on what's hot in fashion, beauty, and more.

Enter your email address

SIGN UP ▶



TRY: sexy hair : lose weight : hot bangs : great gifts

About Cosmopolitan

Cosmopolitan Magazine

First Reads

Sign up for

Shop

Download our app

iPad App

Customer Service

Hairstyles

Beauty Tips

Golden Globes 2012

Love Horoscopes

Digital Edition

Subscribe

Celebrity Hair Ideas

Virtual Makeover

Fashion 2012

How to Kiss

About Us

Other Hair and Beauty Ideas

Hair Color Ideas

Best Foundation

Fashion Blog

Daily Horoscope

Press Room

Give a Gift

Sexy Hair

Lipstick

Mad Men Fashion

Gifts for Boyfriend

open in browser - PRO version

Are you a developer? Try out the [HTML to PDF API](#)

Advertisement for a product, partially obscured by a watermark.

pdfcrowd.com

Privacy and Terms of Use
Site Map
Contact Us
Community Guidelines
Advertise Online
About Our Ads
Cosmo Radio
Cosmo Books
Work for Cosmo

Site Service
Events & Promotions
Free Newsletters
Mobile

Celebrity Hairstyles
Long Hairstyles
Red Hair Colors
Medium Length
Hairstyles
Curly Hairstyles
Blonde Hair Colors

Mascara
Best Eye Cream
Makeup
Cosmetics
Eyellner
Makeup Tips
How to Look Younger

Celebrity Style
Fashion Ideas
Street Style
2 Week Diet
Red Carpet Dresses
French Style
Fashion Trends

Date Night
Romantic Ideas
Date Ideas
How to Flirt
How to Be Sexy
Sex Advice
More Date Ideas

Connect with us  :  : More Options ▶

©2012 Hearst Communications, Inc. All Rights Reserved. Being Green | Why did I get this ad? ▶

HEARST *beauty & fashion network*
A Part of Hearst Digital Media

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

ORIGINAL

(a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> MELISSA MILLER, individually and on behalf of all others similarly situated.	DEFENDANTS HEARST COMMUNICATIONS, INC., a Delaware corporation,
(b) Address of Plaintiff Name, Address and Telephone Number. If you are representing yourself, include name. Seeley & Eddy on Machine LLP, 30021 Tomas Street, Suite 300, Rancho Santa Ana, CA 92588 (949) 459-2124	Attorneys (If Known)

(II) BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	(III) CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

FAXED

(IV) OTHER BASIS (Place an X in one box only.)

7 Original Jurisdiction
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify):
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED REMEDY: **JURY DEMAND:** Yes No (Check 'Yes' only if demanded in complaint.)

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

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 28 USC § 1332 (jurisdiction) - (1) Violations of Cal. Civ. Code § 1798.83 and (2) Violations of Cal. Bus. & Prof. Code §§ 17200, et seq

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

OTHER CAUSES	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 101 Unlawful Deceptive Practices <input type="checkbox"/> 102 Unlawful Business Practices <input type="checkbox"/> 103 Unlawful Discrimination <input type="checkbox"/> 104 Unlawful Interference with Contract <input type="checkbox"/> 105 Unlawful Interference with Prospective Contract <input type="checkbox"/> 106 Unlawful Interference with Business Relations <input type="checkbox"/> 107 Unlawful Interference with Employment <input checked="" type="checkbox"/> 108 Unlawful Interference with Business Relations <input type="checkbox"/> 109 Unlawful Interference with Employment <input type="checkbox"/> 110 Unlawful Interference with Business Relations <input type="checkbox"/> 111 Unlawful Interference with Employment <input type="checkbox"/> 112 Unlawful Interference with Business Relations <input type="checkbox"/> 113 Unlawful Interference with Employment <input type="checkbox"/> 114 Unlawful Interference with Business Relations <input type="checkbox"/> 115 Unlawful Interference with Employment <input type="checkbox"/> 116 Unlawful Interference with Business Relations <input type="checkbox"/> 117 Unlawful Interference with Employment <input type="checkbox"/> 118 Unlawful Interference with Business Relations <input type="checkbox"/> 119 Unlawful Interference with Employment <input type="checkbox"/> 120 Unlawful Interference with Business Relations <input type="checkbox"/> 121 Unlawful Interference with Employment <input type="checkbox"/> 122 Unlawful Interference with Business Relations <input type="checkbox"/> 123 Unlawful Interference with Employment <input type="checkbox"/> 124 Unlawful Interference with Business Relations <input type="checkbox"/> 125 Unlawful Interference with Employment <input type="checkbox"/> 126 Unlawful Interference with Business Relations <input type="checkbox"/> 127 Unlawful Interference with Employment <input type="checkbox"/> 128 Unlawful Interference with Business Relations <input type="checkbox"/> 129 Unlawful Interference with Employment <input type="checkbox"/> 130 Unlawful Interference with Business Relations <input type="checkbox"/> 131 Unlawful Interference with Employment <input type="checkbox"/> 132 Unlawful Interference with Business Relations <input type="checkbox"/> 133 Unlawful Interference with Employment <input type="checkbox"/> 134 Unlawful Interference with Business Relations <input type="checkbox"/> 135 Unlawful Interference with Employment <input type="checkbox"/> 136 Unlawful Interference with Business Relations <input type="checkbox"/> 137 Unlawful Interference with Employment <input type="checkbox"/> 138 Unlawful Interference with Business Relations <input type="checkbox"/> 139 Unlawful Interference with Employment <input type="checkbox"/> 140 Unlawful Interference with Business Relations <input type="checkbox"/> 141 Unlawful Interference with Employment <input type="checkbox"/> 142 Unlawful Interference with Business Relations <input type="checkbox"/> 143 Unlawful Interference with Employment <input type="checkbox"/> 144 Unlawful Interference with Business Relations <input type="checkbox"/> 145 Unlawful Interference with Employment <input type="checkbox"/> 146 Unlawful Interference with Business Relations <input type="checkbox"/> 147 Unlawful Interference with Employment <input type="checkbox"/> 148 Unlawful Interference with Business Relations <input type="checkbox"/> 149 Unlawful Interference with Employment <input type="checkbox"/> 150 Unlawful Interference with Business Relations <input type="checkbox"/> 151 Unlawful Interference with Employment <input type="checkbox"/> 152 Unlawful Interference with Business Relations <input type="checkbox"/> 153 Unlawful Interference with Employment <input type="checkbox"/> 154 Unlawful Interference with Business Relations <input type="checkbox"/> 155 Unlawful Interference with Employment <input type="checkbox"/> 156 Unlawful Interference with Business Relations <input type="checkbox"/> 157 Unlawful Interference with Employment <input type="checkbox"/> 158 Unlawful Interference with Business Relations <input type="checkbox"/> 159 Unlawful Interference with Employment <input type="checkbox"/> 160 Unlawful Interference with Business Relations <input type="checkbox"/> 161 Unlawful Interference with Employment <input type="checkbox"/> 162 Unlawful Interference with Business Relations <input type="checkbox"/> 163 Unlawful Interference with Employment <input type="checkbox"/> 164 Unlawful Interference with Business Relations <input type="checkbox"/> 165 Unlawful Interference with Employment <input type="checkbox"/> 166 Unlawful Interference with Business Relations <input type="checkbox"/> 167 Unlawful Interference with Employment <input type="checkbox"/> 168 Unlawful Interference with Business Relations <input type="checkbox"/> 169 Unlawful Interference with Employment <input type="checkbox"/> 170 Unlawful Interference with Business Relations <input type="checkbox"/> 171 Unlawful Interference with Employment <input type="checkbox"/> 172 Unlawful Interference with Business Relations <input type="checkbox"/> 173 Unlawful Interference with Employment <input type="checkbox"/> 174 Unlawful Interference with Business Relations <input type="checkbox"/> 175 Unlawful Interference with Employment <input type="checkbox"/> 176 Unlawful Interference with Business Relations <input type="checkbox"/> 177 Unlawful Interference with Employment <input type="checkbox"/> 178 Unlawful Interference with Business Relations <input type="checkbox"/> 179 Unlawful Interference with Employment <input type="checkbox"/> 180 Unlawful Interference with Business Relations <input type="checkbox"/> 181 Unlawful Interference with Employment <input type="checkbox"/> 182 Unlawful Interference with Business Relations <input type="checkbox"/> 183 Unlawful Interference with Employment <input type="checkbox"/> 184 Unlawful Interference with Business Relations <input type="checkbox"/> 185 Unlawful Interference with Employment <input type="checkbox"/> 186 Unlawful Interference with Business Relations <input type="checkbox"/> 187 Unlawful Interference with Employment <input type="checkbox"/> 188 Unlawful Interference with Business Relations <input type="checkbox"/> 189 Unlawful Interference with Employment <input type="checkbox"/> 190 Unlawful Interference with Business Relations <input type="checkbox"/> 191 Unlawful Interference with Employment <input type="checkbox"/> 192 Unlawful Interference with Business Relations <input type="checkbox"/> 193 Unlawful Interference with Employment <input type="checkbox"/> 194 Unlawful Interference with Business Relations <input type="checkbox"/> 195 Unlawful Interference with Employment <input type="checkbox"/> 196 Unlawful Interference with Business Relations <input type="checkbox"/> 197 Unlawful Interference with Employment <input type="checkbox"/> 198 Unlawful Interference with Business Relations <input type="checkbox"/> 199 Unlawful Interference with Employment <input type="checkbox"/> 200 Unlawful Interference with Business Relations	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations Welfare <input type="checkbox"/> 444 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standard Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUBS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number: **CV12-00733**

UPON COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

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

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	New York state

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date 1-27-12

Notice to Counsel/Parties: The CV-71 (JS-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. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

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