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 13 Elvin Alvarado and Jose Raul Turcios, on behalf of
 themselves and others similarly situated
 14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **IN AND FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

17 IRENE MIRANDA, ELIZABETH
 18 ALVARADO, ELVIN ALVARADO, JOSE
 19 RAUL TURCIOS, on behalf of themselves and
 all others similarly situated,

20 Plaintiffs,

21 v.

22 MAGIC MOUNTAIN LLC, a California
 23 limited liability company, and DOES 1 through
 10, inclusive.

24 Defendants.

Case No.: BC675685
 Assigned to the Hon. Maren E. Nelson, Dept.
 SSC-17

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
 DAMAGES AND INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

Complaint Filed: September 11, 2017

1 Plaintiffs IRENE MIRANDA, ELIZABETH ALVARADO, ELVIN ALVARADO, and
2 JOSE RAUL TURCIOS (collectively "Plaintiffs"), on behalf of themselves and all others
3 similarly situated (the "Class" or "Plaintiff Class"), and on behalf of the general public, complain
4 of Defendants, and each of them, as follows:

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
7 Plaintiffs and other individuals who used credit or debit cards to make purchases from one or
8 more establishments owned and/or operated by Defendant MAGIC MOUNTAIN LLC, a
9 California limited liability company, and/or any subsidiaries or affiliated companies (hereinafter
10 referred to as "Defendants").

11 2. In 2003, Congress passed the Fair and Accurate Credit Transaction Act
12 ("FACTA") to assist in the prevention of identity theft and credit and debit card fraud.

13 3. A main provision of FACTA (codified as 15 U.S.C. § 1681c(g) of the Fair Credit
14 Reporting Act) provides that:

15 "No person that accepts credit cards or debit cards for the transaction
16 of business shall print more than the last five digits of the card
17 number or the expiration date upon any receipt provided to the
18 cardholder at the point of sale or transaction."

19 4. Defendants have willfully violated this law and failed to protect Plaintiffs and
20 others similarly situated against identity theft and credit card and debit card fraud by printing
21 more than the last five digits of the debit and/or credit card on receipts provided to cardholders
22 transacting business with Defendants.

23 5. Plaintiffs, on behalf of themselves and all others similarly situated, bring this
24 action against Defendants based on Defendants' violation of 15 U.S.C. §§ 1681 *et seq.*

25 6. Plaintiffs seek, on behalf of themselves and the Class, statutory damages, punitive
26 damages, costs and attorneys' fees, all of which are expressly made available by statute at 15
27 U.S.C. §§ 1681 *et seq.*, and a permanent injunction enjoining Defendants from continuing their
28

1 unlawful practice of willfully violating FACTA's provisions intended to safeguard against
2 identity theft and credit and debit card fraud.

3 **PARTIES**

4 7. Plaintiffs are, and at all times relevant hereto were, residents of the State of
5 California.

6 8. At all times relevant herein, Defendants have been doing business in the County
7 of Los Angeles, State of California. The violations alleged herein have taken place at
8 Defendants' business locations within the County of Los Angeles, State of California. Venue as
9 to each Defendant is therefore proper in this judicial district, pursuant to Code of Civil Procedure
10 § 395.

11 9. The true names and capacities, whether individual, corporate, associate, or
12 otherwise, of Defendant sued herein as DOES 1 to 10, inclusive, are currently unknown to
13 Plaintiffs, who therefore sues Defendant by such fictitious names under Code of Civil Procedure
14 § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants
15 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
16 to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names
17 and capacities of the Defendant designated hereinafter as DOES when such identities become
18 known.

19 10. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
20 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
21 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
22 Defendant are legally attributable to the other Defendants.

23 **FACTUAL BACKGROUND**

24 11. At all times since at least August, 2012, Defendants have owned and/or operated
25 one or more theme parks in California.

26 12. Based on information and belief, Plaintiffs allege that Defendants accepted credit
27 and debit cards from customers to make purchases at its theme parks.

28 \\\

1 13. Plaintiffs each visited Defendants' theme parks in August 2017 and used their
2 credit or debit cards to pay the entrance fee when entering the park and to pay for additional
3 purchases while inside Defendants' parks for items that included food, other concessions, and
4 souvenirs. At the point of sale for each transaction, Defendants generated and provided Plaintiffs
5 with electronically printed receipts that displayed more than the last five digits of Plaintiffs'
6 credit or debit card numbers.

7 14. Plaintiffs retained some but not all of the receipts from their credit or debit card
8 transactions at Defendants' parks. Later, when Plaintiffs examined the receipts that they kept,
9 Plaintiffs realized that their credit or debit card numbers were not truncated on the receipts
10 Defendants generated and provided from their purchases at Defendants' parks. Plaintiffs,
11 however, had also already disposed of the other receipts Defendants provided to them. Plaintiffs
12 likely disposed of the receipts in trash bins on the park grounds, which are accessible by anyone
13 at the park, along with individuals involved in the garbage disposal process. Plaintiffs
14 alternatively disposed of the receipts after leaving the park at other unsecure, publicly accessible
15 locations.

16 15. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 printed more than the last five digits of credit and debit cards on receipts provided to their
18 customers for transactions since at least September 11, 2015. Plaintiffs are further informed and
19 believe, and based thereon allege, that Defendants and/or their affiliates, parents, or sister
20 companies printed credit and debit card expiration dates on receipts provided to their customers
21 for transactions since at least September 1, 2016.

22 16. Defendants' failure to redact the digits of Plaintiffs' card number to reveal nothing
23 other than the last five digits exposes consumers' personal financial data to potential identity
24 thieves and credit fraudsters. The first six digits of a credit or debit card number informs an
25 opportunistic criminal not only what type of card the person holds (e.g., Visa, MasterCard,
26 American Express) but what institution issued the card. That data informs the criminal not only
27 about Plaintiffs' specific credit card or debit card numbers, but about their whole financial
28 picture, which can be used when identity thieves pretend to be another person.

1 17. Based on studies of the incidents of identity theft and credit fraud in 2017, the data
2 security industry has recognized that cyber-crime has become more advanced and pervasive than
3 it was several years ago. Through sophisticated schemes and improved technological
4 capabilities, cyber criminals stole the identities of 16.7 million U.S. consumers in 2017. *See*
5 [https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-us-](https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-us-victims-2017-according-new-javelin#)
6 [victims-2017-according-new-javelin#](https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-us-victims-2017-according-new-javelin#) (summarizing Javelin’s 2018 Identity Fraud Report);
7 “Does the online card payment landscape unwittingly facilitate fraud?”, *IEEE Security & Privacy*
8 2017, February 8, 2017 ([https://blog.acolyer.org/2017/02/08/does-the-online-card-payment-](https://blog.acolyer.org/2017/02/08/does-the-online-card-payment-landscape-unwittingly-facilitate-fraud/)
9 [landscape-unwittingly-facilitate-fraud/](https://blog.acolyer.org/2017/02/08/does-the-online-card-payment-landscape-unwittingly-facilitate-fraud/)); “Anatomy of a credit card number and the utility of the
10 BIN”, March 29, 2011, Dirigo Design & Development Inc.
11 (<http://www.dirigodev.com/blog/ecommerce/anatomy-of-a-credit-card-number/>); “When
12 organized crime applies academic results: a forensic analysis of an in-card listening device”,
13 Ferradi, H., Géraud, R., Naccache, D. et al. *J Cryptogr Eng* (2016) 6: 49
14 (<https://doi.org/10.1007/s13389-015-0112-3>). Javelin Strategy and Research reported that the
15 type of identity theft and credit fraud committed in 2017 is more complex than it was in the past.
16 [https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-us-](https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-us-victims-2017-according-new-javelin#)
17 [victims-2017-according-new-javelin#](https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-us-victims-2017-according-new-javelin#). The recent increase in large scale data breaches at major
18 companies have made various pieces of consumers’ personal data much more available to
19 criminals. *See*, [https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-](https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-us-victims-2017-according-new-javelin#)
20 [167-million-us-victims-2017-according-new-javelin#](https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-us-victims-2017-according-new-javelin#); [https://doi.org/10.1007/s13389-015-](https://doi.org/10.1007/s13389-015-0112-3)
21 [0112-3](https://doi.org/10.1007/s13389-015-0112-3); [https://www.marketwatch.com/story/identity-theft-is-skyrocketing-and-getting-more-](https://www.marketwatch.com/story/identity-theft-is-skyrocketing-and-getting-more-sophisticated-2018-02-27)
22 [sophisticated-2018-02-27](https://www.marketwatch.com/story/identity-theft-is-skyrocketing-and-getting-more-sophisticated-2018-02-27); [https://www.lifelock.com/learn-identity-theft-resources-how-](https://www.lifelock.com/learn-identity-theft-resources-how-common-is-identity-theft.html)
23 [common-is-identity-theft.html](https://www.lifelock.com/learn-identity-theft-resources-how-common-is-identity-theft.html). The increase in data breaches combined with technological
24 advances have enabled criminals to collect discrete pieces of personal information about an
25 individual until they have a dossier on that person. *See*
26 [https://www.marketwatch.com/story/identity-theft-is-skyrocketing-and-getting-more-](https://www.marketwatch.com/story/identity-theft-is-skyrocketing-and-getting-more-sophisticated-2018-02-27)
27 [sophisticated-2018-02-27](https://www.marketwatch.com/story/identity-theft-is-skyrocketing-and-getting-more-sophisticated-2018-02-27). As Javelin stated in its February 6, 2018 press release:

28 “2017 was a runaway year for fraudsters, and with the amount of
valid information they have on consumers, their attacks are just

1 getting more complex,' said Al Pascual, senior vice president,
2 research director and head of fraud & security, Javelin Strategy &
3 Research. 'Fraudsters are growing more sophisticated in response to
4 industry's efforts to implement better security.'"

5 [https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-
6 us-victims-2017-according-new-javelin#](https://www.javelinstrategy.com/press-release/identity-fraud-hits-all-time-high-167-million-us-victims-2017-according-new-javelin#)

7 18. With enough pieces of the puzzle, criminals are able to assume a person's
8 identity, open online pay accounts, or obtain fraudulent credit. Thus, in today's environment,
9 that means that each additional piece of personal financial data exposed from other sources, such
10 as printed credit card and debit card receipts, now has an even greater potential to lead to identity
11 theft or credit fraud. Although the first six digits of a credit or debit card number or a card
12 expiration date printed on a receipt may seem like an isolated piece of data, it is much more
13 likely today than ever before that a potential criminal will be able to use it to commit identity
14 theft or credit fraud by adding it to other personal identifying information already obtained
15 through improper means.

16 19. Defendants' failure to truncate any of the digits of Plaintiffs' credit card or debit
17 card numbers other than the last five digits violated FACTA, as did the failure of Defendants
18 and/or their affiliates, parents, or sister companies to truncate expiration dates on other credit and
19 debit card receipts. 15 U.S.C. § 1681c(g)(1) states, "Except as otherwise provided in this
20 subsection, no person that accepts credit cards or debit cards for the transaction of business shall
21 print more than the last 5 digits of the card number or the expiration date upon any receipt
22 provided to the cardholder at the point of the sale or transaction." Congress made it clear that
23 FACTA's truncation mandate refers to truncating the digits of the credit card or debit card
24 account number when it entitled 15 U.S.C. § 1681c(g) "Truncation of credit card and debit card
25 numbers."

26 20. Further, in 2008, when Congress provided merchants with a limited grace period
27 for violations of FACTA's expiration date redaction requirement, Congress stressed the
28 importance of truncating the credit card or debit card number to no more than the last five digits.
P.L. 110-241 (Section 2 at ¶5). Congress found that "[e]xperts in the field agree that proper
truncation of the card number, by itself as required by the amendment made by the Fair and

1 Accurate Credit Transactions Act, regardless of the inclusion of the expiration date, prevents a
2 potential fraudster from perpetrating identity theft or credit card fraud.” P.L. 110-241 (Section 2
3 at ¶5).

4 21. On or after September 11, 2015, Defendants and/or their affiliates, parents or
5 sister companies, provided receipts that displayed the expiration date of consumers’ credit or
6 debit card numbers when they purchased their entrance tickets to the parks and when they made
7 additional purchases during their visit to one or more theme parks. Similar to Plaintiffs’
8 experiences related to receipts displaying more digits of the credit or debit card numbers than the
9 last five digits, on information and belief, consumers retained some of the receipts exposing their
10 card expiration date but disposed of others in publicly accessible locations.

11 22. Similar to exposing the digits other than the last five digits of the card number,
12 exposing the card expiration date on a printed receipt provides a criminal with another useful
13 piece of data that, when combined with other personal identifying information, can be used to
14 commit credit fraud or identity theft. As noted, the complexity of the fraud schemes and
15 technological savvy of cyber criminals have grown significantly in the past several years. Each
16 piece of an individual’s private financial data is more useful now than ever to criminals, who
17 collect the data to develop a detailed profile with which they can steal someone else’s identity or
18 commit credit fraud.

19 **CLASS ALLEGATIONS**

20 23. Plaintiffs bring this class action pursuant to California Code of Civil Procedure §
21 382. Plaintiffs seek to certify a Class composed of and defined as follows:

22 **THE CLASS**

23 All persons in the United States to whom, on or after September 11, 2015, Defendants
24 provided, through use of a machine employed by Defendants at a point of sale, one or
25 more electronically printed receipts on which more than the last five digits of the
26 consumer’s individual, personal credit or debit card number were printed and not
27 masked.
28

1 **Numerosity**

2 24. The Class is so numerous that joinder of all individual members in one action
3 would be impracticable. The disposition of the individual claims of the respective Class
4 members through this class action will benefit both the parties and this Court.

5 25. Plaintiffs are informed and believe, and thereon allege, that there are, at minimum,
6 1,000 Class members.

7 26. The exact size of the Class and the identities of the individual members thereof are
8 ascertainable through Defendants' records, including, but not limited to, Defendants' sales and
9 transaction records.

10 **Typicality**

11 27. Plaintiffs' claims are typical of the claims of the Class. The claims of the
12 Plaintiffs and the Class are based on the same legal theories and arise from the same unlawful
13 conduct.

14 28. Plaintiffs and Class members were customers of Defendants, each having made a
15 purchase from, or transacted business with, Defendants using a credit card and/or debit card. At
16 the point of such sale or transaction with Plaintiffs and Class members, Defendants provided to
17 Plaintiffs and Class members a receipt which violated 15 U.S.C. § 1681c(g).

18 **Common Questions of Fact and Law**

19 29. There is a well-defined community of interest and common questions of fact and
20 law affecting members of the Class.

21 30. The questions of fact and law common to the Class predominate over questions
22 which may affect individual members and includes the following:

- 23 a. Whether Defendants' conduct of providing Plaintiffs and Class members with
24 a sales or transaction receipt whereon Defendants printed more than the last
25 five digits of the credit or debit card violated FACTA, 15 U.S.C. §§ 1681 *et*
26 *seq.*;
- 27 b. Whether Defendants' conduct was willful;
- 28

1 c. Whether Plaintiffs and Class members are entitled to statutory damages,
2 punitive damages, costs and/or attorneys' fees for Defendants' acts and
3 conduct; and

4 d. Whether Plaintiffs and Class members are entitled to a permanent injunction
5 enjoining Defendants from continuing to engage in its unlawful conduct.

6 **Adequacy of Representation**

7 31. Plaintiffs are adequate representatives of the Class because their interests do not
8 conflict with the interests of the Class. Plaintiffs will fairly, adequately and vigorously represent
9 and protect the interests of Class members and have no interests antagonistic to Class members.
10 Plaintiffs have retained counsel who are competent and experienced in the prosecution of class
11 action litigation.

12 **Superiority**

13 32. A class action is superior to other available means for the fair and efficient
14 adjudication of the Class' claims. The damages suffered by individual Class members are
15 relatively small. As a result, the expense and burden of individual litigation makes it
16 economically infeasible and procedurally impracticable for Class members to individually seek
17 redress for the wrongs done to them. Plaintiffs do not know of any other litigation concerning
18 this controversy already commenced by or against any Class member. The likelihood of the
19 individual Class members prosecuting separate claims is remote. Individualized litigation would
20 also present the potential for varying, inconsistent or contradictory judgments, and would
21 increase the delay and expense to all parties and the court system resulting from multiple trials of
22 the same factual issues. In contrast, the conduct of this matter as a class action presents fewer
23 management difficulties, conserves the resources of the parties and the court system, and would
24 protect the rights of members of the Class. Plaintiffs know of no difficulty to be encountered in
25 the management of this action that would preclude its maintenance as a class action.

26 **Injunctive Relief**

27 33. Defendants have acted on grounds generally applicable to all Class members,
28 thereby making appropriate final injunctive relief with respect to the Class as a whole.

1 FIRST CAUSE OF ACTION

2 **PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS FOR**
3 **VIOLATION OF 15 U.S.C. §§ 1681 *ET SEQ.***

4 34. Plaintiffs hereby incorporate by reference all the allegations contained in
5 paragraphs 1 through 25, inclusive, of this Complaint as if fully set forth herein.

6 35. Plaintiffs assert this claim on behalf of themselves and the Class against
7 Defendants.

8 36. Title 15 U.S.C. § 1681c(g)(1) provides in relevant part that: “no person that
9 accepts credit cards or debit cards for the transaction of business shall print more than the last
10 five digits of the card number or the expiration date upon any receipt provided to the cardholder
11 at the point of sale or transaction.”

12 37. Defendants transact business in California and accept credit cards and debit cards
13 in the course of transacting business with persons such as Plaintiffs and Class members. In
14 transacting such business, Defendants use cash registers and/or other machines or devices that
15 electronically print receipts for credit card and/or debit card transactions.

16 38. Defendants, at the point of sale or transaction with Plaintiffs, provided Plaintiffs
17 with one or more electronically printed receipts on each of which Defendants printed more than
18 the last five digits of Plaintiffs’ credit or debit cards.

19 39. Defendants, at the point of a sale or transaction with Class members, provided,
20 Class members, through use of a machine, with one or more electronically printed receipts, on
21 each of which Defendants printed, for each respective Class member, more than the last five
22 digits of such member’s credit or debit card. On information and belief, Defendant, at the point
23 of sale or transaction, provided Class members, through use of a machine, with one or more
24 electronically printed receipts, on each of which Defendants printed the expiration date.

25 40. Defendants’ actions were and continue to be willful. Despite having more than 12
26 years to become compliant with FACTA, Defendants have willfully violated this law and failed
27 to protect Plaintiff and others similarly situated against identity theft and credit card and debit
28 card fraud by intentionally printing more than the last five digits of Plaintiffs’ and Class

1 members' credit and debit card numbers on receipts. Defendants knew of, or should have known
2 of, and were informed about the law, including specifically FACTA's requirements concerning
3 the prohibition on printing more than the last five digits of credit and/or debit card numbers.

4 41. In addition, on information and belief, many companies such as VISA and
5 MasterCard devised and implemented policies well before the operative date of FACTA's
6 requirements, wherein such companies as VISA and MasterCard and others required Defendant
7 (and informed Defendants of the FACTA requirements) to prevent the printing more than the last
8 five digits of credit and debit card numbers on receipts.

9 42. Despite knowing and being repeatedly informed about FACTA and the
10 importance of preventing the printing of more than the last five digits of credit and debit card
11 numbers on receipts, Defendants willfully violated and continue to violate FACTA's
12 requirements by printing more the last five digits of credit and debit cards on the receipts
13 provided to Class members – persons with whom Defendants transact business. On information
14 and belief, Defendant further willfully violated FACTA by printing expiration dates on receipts
15 provided to Class members.

16 43. Defendants willfully violated FACTA in conscious disregard of the rights of
17 Plaintiffs and Class members thereby exposing Plaintiffs and Class members to an increased risk
18 of identity theft and credit and/or debit card fraud.

19 44. As a result of Defendants' willful violations of FACTA, Defendants are liable to
20 Plaintiffs and Class members in the statutory damage amount of "not less than \$100 and not more
21 than \$1000" for each violation. 15 U.S.C. 1681n(a)(1)(A).

22 45. As a result of Defendants' willful violations of FACTA, Plaintiffs and Class
23 members are entitled to recover costs of suit and their reasonable attorneys' fees. 15 U.S.C.
24 1681n(a)(3).

25 46. As a result of Defendants' willful violations of FACTA, Plaintiffs and Class
26 members are entitled to punitive damages. 15 U.S.C. 1681n(a)(2).

27 47. Defendants' conduct is continuing and, unless restrained, Defendants will
28 continue to engage in its unlawful conduct.

1 PRAYER FOR RELIEF

2 WHEREFORE, Plaintiffs, on behalf of themselves and each Class member, pray for:

3 1. An order certifying the Class and appointing Plaintiffs as representatives of the
4 Class, and appointing Gaines & Gaines, APLC as counsel for the Class;

5 2. An award to Plaintiffs and Class members of statutory damages pursuant to 15
6 U.S.C. § 1681n(a)(1)(A) for Defendants' willful violations of FACTA;

7 3. An award to Plaintiffs and Class members of punitive damages pursuant to 15
8 U.S.C. § 1681n(a)(2);

9 4. Payment of costs of suit herein incurred pursuant to, *inter alia*, 15 U.S.C. §
10 1681n(a)(3);

11 5. Payment of reasonable attorneys' fees pursuant to, *inter alia*, 15 U.S.C. §
12 1681n(a)(3);

13 6. A permanent injunction enjoining Defendants from continuing to engage in their
14 violations of FACTA; and

15 7. For other and further relief as the Court deems proper.

16 Dated: November 1, 2018

Respectfully submitted,

17 GAINES & GAINES, APLC

18 

19 By: _____
DANIEL F. GAINES
MIRIAM L. SCHIMMEL
Attorneys for Plaintiffs

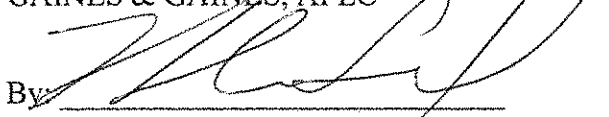
21 DEMAND FOR JURY TRIAL

22 Plaintiffs, on behalf of themselves and the putative Class members, demand a trial by jury
23 on all claims and causes of action to which they are entitled to a jury trial.

24 Dated: November 1, 2018

Respectfully submitted,

25 GAINES & GAINES, APLC

26 

27 By: _____
DANIEL F. GAINES
MIRIAM L. SCHIMMEL
Attorneys for Plaintiffs

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to
3 the within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

4 _____ (For messenger) my business address is:

5 On November 1, 2018, I served the foregoing document described as **FIRST AMENDED COMPLAINT**
6 **FOR DAMAGES AND INJUNCTIVE RELIEF** on the interested parties in this action by placing a true copy thereof
7 enclosed in sealed envelopes addressed as follows:

8 Spencer Persson, Esq.
9 Arleen Fernandez, Esq.
10 Norton Rose Fulbright US LLP
11 555 South Flower Street, 41st Floor
12 Los Angeles, CA 90071
13 Telephone: 213-892-9200
14 Facsimile 213-892-9494
15 Counsel for Defendant Magic Mountain, LLC

16 XX By electronic service via electronic service provider, I caused the documents to be electronically
17 transmitted to Case Anywhere, the approved electronic filing service provider, at
18 www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service dated June 26,
19 2018, mandating electronic service. The transmission was reported complete and without error.

20 _____ (BY U.S. MAIL/ BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope
21 was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of
22 collection and processing correspondence for mailing. It is deposited with United States postal service
23 on that same day in the ordinary course of business. I am aware that on motion of party served, service
24 is presumed invalid if postal cancellation date or postage meter date is more that one day after date of
25 deposit for mailing in affidavit.

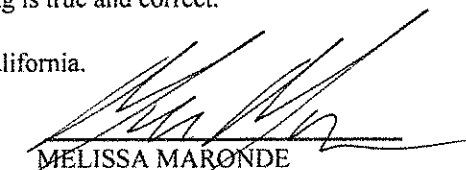
26 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
27 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
28 authorized carrier or driver authorized by the express carrier to receive documents.

_____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Calabasas, California, I served
the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule
2008 of the California Rules of Court. The telephone number of the sending facsimile machine was
(818)703-8984 and the telephone number(s) of the receiving facsimile machine was () ____-____. A
transmission report was properly issued by the sending facsimile machine, and the transmission was
reported as complete and without error. Copies of the facsimile transmission cover sheet and the
transmission report are attached to this proof of service.

I certify that the above document was printed on recycled paper.

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

Executed on November 1, 2018, at Calabasas, California.


MELISSA MARONDE