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*Exempt from fees Pursuant
to Govt. Code § 6103*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

PACIFIC MAGAZINE BILLING LP, a California
limited partnership;
PACIFIC MAGAZINE BILLING, INC., a
California corporation;
GRAVITY RESOURCES, INC., a California
corporation;
TURKEY RANCH PRODUCTIONS, INC., a
California corporation;
TALBOT WOLF, LLC., a California limited liability
company; and
STEVEN VANDE VEGTE, an individual,

Defendants.

Civil Case No:

**COMPLAINT FOR INJUNCTION,
RESTITUTION, CIVIL
PENALTIES, AND OTHER
EQUITABLE RELIEF**

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1 The People of the State of California (hereinafter “Plaintiff” or “the People”), by and
2 through Rob Bonta, Attorney General; Ursula Jones Dickson, District Attorney of Alameda
3 County; Nathan J. Hochman, District Attorney of Los Angeles County; Lori E. Frugoli, District
4 Attorney of Marin County; Summer Stephan, District Attorney of San Diego County; Brooke
5 Jenkins, District Attorney of San Francisco; and Carla Rodriguez, District Attorney of Sonoma
6 County, allege on information and belief the following:

7 **JURISDICTION AND VENUE**

8 1. This Court has subject matter jurisdiction over this action, among other things,
9 pursuant to Business and Professions Code sections 17203, 17204, 17206, 17535, 17536, and
10 Article 6, section 10 of the California Constitution.

11 2. This Court has jurisdiction over Defendants named above and further identified
12 below pursuant to Code of Civil Procedure section 410.10 because the causes of action alleged
13 herein arise out of business activities that occurred throughout the State of California, including
14 the counties of Alameda, Los Angeles, Marin, San Diego, San Francisco, and Sonoma.

15 3. Venue is proper in this Court because the violations of law herein alleged occurred
16 within San Diego County and throughout the State of California.

17 **PLAINTIFF**

18 4. Plaintiff, the People, are represented by and through the Attorney General and the
19 District Attorneys listed above. The Attorney General and each of the District Attorneys have
20 authority to bring this case on behalf of the People pursuant to the Unfair Competition Law
21 (Bus. & Prof. Code section 17200 et seq.) and False Advertising Law (Bus. & Prof. Code
22 section 17500 et seq.).

23 **DEFENDANTS**

24 5. Defendant PACIFIC MAGAZINE BILLING LP is now, and at all times relevant to
25 the claims in this Complaint was, a California limited partnership that owned and/or operated a
26 magazine subscription solicitation business, located in Escondido, California.

27 6. Defendant PACIFIC MAGAZINE BILLING, INC., is now, and at all times relevant
28 to the claims in this Complaint was, a California corporation located in San Marcos, California,

1 which managed the operations and was a general partner of PACIFIC MAGAZINE BILLING
2 LP.

3 7. Defendant GRAVITY RESOURCES, INC., is now, and at all times relevant to the
4 claims in this Complaint was, a California corporation located in San Marcos, California, and a
5 limited partner of PACIFIC MAGAZINE BILLING LP.

6 8. Defendant TURKEY RANCH PRODUCTIONS, INC., is now, and at all times
7 relevant to the claims in this Complaint was, a California corporation located in San Marcos,
8 California, and a limited partner of PACIFIC MAGAZINE BILLING LP.

9 9. Defendant TALBOT WOLF, LLC, is now, and at all times relevant to the claims in
10 this Complaint was, a California limited liability company located in San Marcos, California,
11 and a limited partner of PACIFIC MAGAZINE BILLING LP.

12 10. Defendant STEVEN VANDE VEGTE, is now, and at all times relevant to the claims
13 in this Complaint was, an individual, residing in San Diego, California who oversaw and
14 managed the operations of PACIFIC MAGAZINE LP, and was the sole officer, shareholder, and
15 director of PACIFIC MAGAZINE INC.

16 11. Whenever reference is made in this Complaint to any of Defendants, individually or
17 collectively, unless otherwise specified, such allegation or allegations shall be deemed to mean
18 the act of each Defendant acting jointly and severally with the others. Further whenever
19 reference is made in this Complaint to any acts of Defendants, such reference shall be deemed
20 to mean that each of Defendants' officers, employees, agents, or representatives did ratify or
21 authorize such acts while actively engaged in the management, direction, or control of the
22 affairs of said Defendants or while acting within the scope and course of their duties.

23 12. Each of the Defendants, even if not personally committing the below-listed predicate
24 violations and therefore violating the law and set forth herein, aided and abetted the other
25 Defendants by giving them substantial assistance and encouragement, all while knowing that the
26 others' conduct was unlawful.

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STATUTORY BACKGROUND

13. This case pertains to deceptive mailers sent by Defendants to consumers in California soliciting the sale of magazine subscriptions and renewals in the guise of a bill or invoice for payment.

14. Under California Civil Code section 1716, it is unlawful to send a solicitation for payment of money that reasonably could be considered a bill, invoice, or statement of account due, but is in fact a solicitation for an order, unless the solicitation bears on its face either a disclaimer prescribed by federal law (discussed below) or the following:

THIS IS NOT A BILL. THIS IS A SOLICITATION. YOU ARE UNDER NO OBLIGATION TO PAY THE AMOUNT STATED ABOVE UNLESS YOU ACCEPT THIS OFFER.

In addition to other requirements, the disclaimer must be displayed in “conspicuous boldface capital letters of a color prominently contrasting” with its background and “be at least as large, bold, and conspicuous as any other print on the face of the solicitation but no smaller than 30-point type.”

15. Under federal law, specifically 39 U.S.C. 3001(d), any mailer which “is in the form of, and reasonably could be interpreted or construed as, a bill, invoice, or statement of account due,” but that is in fact “a solicitation for the order by the addressee of goods or services, or both,” constitutes “nonmailable matter” unless it “bears on its face, in conspicuous and legible type in contrast by typography, layout, or color with other printing on its face, in accordance with regulations which the Postal Service shall prescribe ... the following notice:

‘This is a solicitation for the order of goods or services, or both, and not a bill, invoice, or statement of account due. You are under no obligation to make any payments on account of this offer unless you accept this offer.’”

In lieu of the disclaimer above, there may be a “a notice to the same effect in words which the Postal Service may prescribe.”

16. Under U.S. Postal Service Rule 9.1.1, “any otherwise mailable matter that reasonably could be considered a bill, invoice, or statement of account due, but is in fact a

solicitation for an order, is nonmailable” unless it bears a conspicuous disclaimer that either complies with 39 U.S.C. 3001, subdivision (d)(2)(A), set forth above, or states the following:

THIS IS NOT A BILL. THIS IS A SOLICITATION. YOU ARE UNDER NO OBLIGATION TO PAY THE AMOUNT STATED ABOVE UNLESS YOU ACCEPT THIS OFFER.

Among other requirements, the disclaimer “must be displayed in conspicuous boldface capital letters of a color prominently contrasting with the background against which it appears, including all other print on the face of the solicitation and that are at least as large, bold, and conspicuous as any other print on the face of the solicitation, but not smaller than 30-point type.”

FACTUAL BACKGROUND

17. As described above, both California and federal law impose strict requirements on mailers that reasonably could be construed to be bills or invoices. Among other things, such mailers must bear a conspicuous disclaimer alerting recipients (in statutorily prescribed language) that what they are looking at is actually an offer, not a statement of account due.

18. Defendants violated these laws. They sent out millions of mailers to California consumers¹ -- including those consumers with existing magazine subscriptions -- that reasonably could be considered a bill, invoice, or statement of account due, but that did not bear the disclaimers referenced above. Among other things, these mailers referenced specific magazine publications (e.g., “People”) and prominently featured deceptive action-language, such as “Notice of Renewal/New Order Offer.” They contained framed boxes mimicking an invoice for payment, and displayed a price, the magazine name, length of the subscription, and what appeared to be an invoice number.

¹ As well as consumers nationwide.

19. By way of example, here is a mailer sent in 2022, front and back:

| Offer Number | | Please Respond By | |
|--------------|--|-------------------|--|
| 112-101 | | March 26, 2022 | |

| Year(s) | Issues | Item(s) | Price |
|--------------|--------|---------|---------|
| 1 | 54 | PEOPLE | \$89.00 |
| Total Amount | | | \$89.00 |
| Installment | | | \$44.50 |

Make Check Payable to:
"PMB" PACIFIC MAGAZINE BILLING LLC
PO BOX 1985
SAN MARCOS CA 92079
760-304-1134

Payment is Due in 30 days
when choosing installment payment

**NOTICE OF RENEWAL/
NEW ORDER OFFER**
Return with your payment
Choose Payment Option

| Total Amount | Installment |
|--------------|-------------|
| \$89.00 | \$44.50 |

112-101
PEOPLE - 1 YEARS

☐ Check here if continuing
☐ Bill me later ☐ No Thank You
Make Check Payable to:
"PMB" PACIFIC MAGAZINE BILLING LLC

Detach Order Coupon Here

THIS IS AN OFFER FROM AN INDEPENDENT COMPANY, NOT A BILL. PLEASE RETAIN THIS PORTION.

Make name or address changes above

Save money on all your magazines.
List the magazines that you
subscribe to and we will gladly
mail you a price quote. No one will
ever call.

Term and Conditions
The offer that you received is just an offer and not a bill or invoice and you are under no obligation to either buy or continue at this time or any time in the future. However, you can enjoy all the benefits of having our company manage all of your magazine subscriptions because we are an independent company that markets 100's of the most popular publications.

Guarantee
All orders are fully cancelable and if your order has not yet been processed we will gladly refund 100% of your payment. However, once we have processed your order a \$9.00 processing fee will apply plus our costs to submit your order. Please allow six to twelve weeks for your order to begin. If choosing installment payment, we will submit 1 year immediately and the rest upon receipt of second installment. If continuing, please read the label on your magazine for your actual expiration date and mark the front of this promotional offer accordingly.

Please direct all questions to customer service at the phone number on the front.

Thank you so much for your kind consideration

20. This mailer, and those like it, were deceptive in that they would appear to the reasonable consumer to be bills, invoices, or statements of account, when in fact they were solicitations to purchase a magazine subscription. Moreover, as reflected in the images above, although the mailer contained disclaimer-like language in small print at the bottom of the front side (e.g., "THIS IS AN OFFER FROM AN INDEPENDENT COMPANY, NOT A BILL") and in the "Terms and Conditions" on the back, these disclaimers, such as they were, did not comply with California or federal law, either in size, location, appearance, or content.

1 **FIRST CAUSE OF ACTION**

2 **(Misleading Statements in Violation of Business and Professions Code §17500)**

3 21. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through 20,
4 inclusive, of this Complaint as though fully set forth herein.

5 22. Beginning at an exact date unknown to Plaintiff, but commencing no later than three
6 years prior to the filing of this Complaint, plus additional time tolled by agreement of the
7 parties, Defendants, with the intent to induce members of the public to purchase goods, made or
8 caused to be made, statements about those goods that were untrue or misleading or had the
9 capacity, likelihood, or tendency to deceive or confuse the public, and that were known or by
10 the exercise of reasonable care should have been known to be untrue or misleading or having
11 the capacity, likelihood, or tendency to deceive or confuse the public, in violation of Business
12 and Professions Code section 17500.

13 23. The unlawful conduct, acts, and omissions of Defendants in violation of section
14 17500 of the Business and Professions Code, as set forth herein, demonstrate the necessity and
15 legal basis for injunctive relief, restitution, and civil penalties under sections 17535 and 17536
16 of the Business and Professions Code.

17 **SECOND CAUSE OF ACTION**

18 **(Unfair Competition in Violation of Business and Professions Code §17200)**

19 24. The People re-allege and incorporate herein by reference Paragraphs 1 through 23,
20 inclusive, of this Complaint as though fully set forth herein.

21 25. Beginning at an exact date unknown to Plaintiff, but commencing no later than four
22 years prior to the filing of this Complaint, plus the additional time tolled by agreement of the
23 parties, Defendants engaged in unlawful conduct within the meaning of Business and
24 Professions Code section 17200, including but not limited to the following:

- 25 A. Violating Business and Professions Code section 17500, as set forth in the First
26 Cause of Action, by making untrue or misleading statements in connection with
27 the sale or offering for sale of goods to the public in California;
28

1 B. Violating California Civil Code section 1716, by soliciting payment of money by
2 another by means of a written statement or invoice, or any writing that
3 reasonably could be considered a bill, invoice, or statement of account due, but is
4 in fact a solicitation for an order, and not including the disclaimer language
5 required by that statute;

6 C. Violating 39 U.S.C. 3001(d) by sending nonmailable mail that reasonably could
7 be interpreted or construed as, a bill, invoice, or statement of account due; but
8 constitutes, in fact, a solicitation for the order by the addressee of goods or
9 services, or both; and that did not bear on its face, in conspicuous and legible
10 type in contrast by typography, layout, or color with other printing on its face, in
11 accordance with regulations which the Postal Service shall prescribe either the
12 following notice: "This is a solicitation for the order of goods or services, or
13 both, and not a bill, invoice, or statement of account due. You are under no
14 obligation to make any payments on account of this offer unless you accept this
15 offer", or in lieu thereof, a notice to the same effect in words which the Postal
16 Service may prescribe as alleged in paragraph 16, above;

17 D. Violating United States Postal Rule 9.1.1 by sending mailers that reasonably
18 could be considered bills, invoices, or statements of account due, but were in fact
19 solicitations for an order, and that did not contain the disclaimers required by that
20 rule.

21 26. The unlawful conduct as set forth herein demonstrate the necessity and legal basis
22 for injunctive relief, restitution and civil penalties under sections 17203 and 17206 of the
23 Business and Professions Code.

24 **PRAYER**

25 **WHEREFORE**, the People pray for relief as follows:

26 A. That pursuant to Business and Professions Code sections 17203 and 17535,
27 Defendants and their officers, directors, employees, agents, representatives, successors and
28 assignees, and all persons, corporations or other entities acting in concert or participation with

1 or for them, be restrained and enjoined from making false or misleading statements as defined
2 in section 17500 of the Business and Professions Code or engaging in acts of unfair
3 competition as defined in section 17200 of the Business and Professions Code, including but not
4 limited to the acts set forth in paragraphs 1 through 26 above.

5 B. That pursuant to Business and Professions Code section 17536, the Court assess a
6 civil penalty of two thousand five hundred dollars (\$2,500.00) against Defendants for each
7 violation of Business and Professions Code section 17500 alleged in the First Cause of Action.

8 C. That pursuant to Business and Professions Code section 17206, the Court assess a
9 civil penalty in the amount of two thousand five hundred dollars (\$2,500.00) for each violation
10 of Business and Professions Code section 17200 as alleged in the Second Cause of Action.

11 D. That, as practicable, the People recover reasonable restitution on behalf of
12 consumers who suffered a loss by Defendants' conduct, as alleged above.


13 E. That Plaintiff recover its costs of suit.

14 F. That Plaintiff be given such other further relief as the nature of this case may require
15 and this Court deems proper to fully and successfully dissipate the effects of the unlawful and
16 unfair acts complained of in this complaint.

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18 Dated: June 10, 2025

Respectfully submitted,

SUMMER STEPHAN
San Diego County District Attorney

20 By: 
21 _____
22 Stephen M. Spinella
23 Deputy District Attorney
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Attorneys for People of the State of California
(Additional Counsel on following page)

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to Govt. Code § 6103*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

PACIFIC MAGAZINE BILLING LP, a California
limited partnership;
PACIFIC MAGAZINE BILLING, INC., a
California corporation;
GRAVITY RESOURCES, INC., a California
corporation;
TURKEY RANCH PRODUCTIONS, INC., a
California corporation;
TALBOT WOLF, LLC., a California limited liability
company; and
STEVEN VANDE VEGTE, an individual,

Defendants.

Civil Case No.:

**STIPULATION FOR ENTRY OF
STIPULATED FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

1 *ADDITIONAL COUNSEL FOR PLAINTIFF, THE PEOPLE OF THE STATE OF CALIFORNIA*

2 ROB BONTA
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5 Supervising Deputy Attorney General
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7 294698
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14 URSULA JONES DICKSON
15 District Attorney, County of Alameda
16 ANDRES H. PEREZ, SBN 186219
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20 Oakland, CA 94621
21 Telephone: (510) 383-8600
22 E-mail: andres.perez@acgov.org

23 NATHAN J. HOCHMAN
24 District Attorney, Los Angeles County
25 GINA SATRIANO, SBN 161653
26 Assistant Head Deputy District Attorney
27 LOUIS MORIN, SBN 251553
28 Deputy District Attorney
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 Chief Deputy District Attorney
 JESSICA WASHINGTON, SBN 282863
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 Telephone: (707) 565-3161
 Jessica.Washington@sonoma-county.org

1 This Stipulation for Entry of Stipulated Final Judgment and Permanent Injunction
2 (“Stipulation”) is entered into by Plaintiff, the People of the State of California (“People”), by
3 and through Rob Bonta, Attorney General; Ursula Jones Dickson, District Attorney of Alameda
4 County; Nathan J. Hochman, District Attorney of Los Angeles County; Lori E. Frugoli, District
5 Attorney of Marin County; Summer Stephan, District Attorney of San Diego County; Brooke
6 Jenkins, District Attorney of San Francisco; and Carla Rodriguez, District Attorney of Sonoma
7 County; and by Defendants Pacific Magazine Billing, LP, Pacific Magazine Billing, Inc.,
8 Gravity Resources, Inc., Turkey Ranch Productions, Inc., Talbot Wolf, LLC, and Steven Vande
9 Vegte (“Defendants” or “Pacific Magazine”) through their attorneys Adkisson Pitet LLP. For
10 purposes of this Stipulation, the People and Pacific Magazine shall be referred to collectively as
11 the “Parties.”

12 **IT IS HEREBY STIPULATED AND AGREED THAT:**

13 1. The Parties have agreed to resolve the allegations contained in the People’s
14 Complaint by entering into this Stipulation and the [Proposed] Stipulated Final Judgment and
15 Permanent Injunction (“Stipulated Final Judgment”), a true and correct copy of which is
16 attached hereto as Exhibit 1.

17 2. This Court has personal jurisdiction over the Defendants and subject matter
18 jurisdiction of the matters alleged in the Complaint.

19 3. San Diego County Superior Court is a proper venue for this action.

20 4. The People believe that the resolution embodied in the Stipulated Final
21 Judgment is fair and reasonable and fulfills the People’s enforcement objectives; that the terms
22 of the Stipulated Final Judgment are appropriate; that no further action is warranted concerning
23 the violations alleged in the Complaint, except as provided in the Stipulated Final Judgment;
24 and that entry of the Stipulated Final Judgment is in the best interest of the public.

25 5. Defendants agree that the Stipulated Final Judgment is a fair and reasonable
26 resolution of the matters alleged in the Complaint.

27 6. Defendants agree to be bound by the provisions of the Stipulated Final Judgment
28 as though entered by the Court as of the date of the signature of each of Defendants’ officers.

1 7. The Parties waive the right to appeal, to attempt to set aside or vacate, or
2 otherwise to attack, directly or collaterally, the Stipulated Final Judgment.

3 8. Entry of the Stipulated Final Judgment is neither an admission nor a denial by
4 Defendants regarding any issue of law or fact in the above-captioned matter.

5 9. Defendants acknowledge that they have been represented by legal counsel
6 throughout all of the negotiations which preceded the execution of this Stipulation and that they
7 have executed this Stipulation with the consent and on the advice of such counsel.

8 10. The language of this Stipulation and the Judgment was negotiated by the Parties
9 equally. If an ambiguity arises, there is no presumption that documents should be interpreted
10 against any Party. The presumption set forth in Civil Code section 1654 is inapplicable.

11 11. The Parties agree that it is appropriate for Defendant to pay *cy pres* restitution as
12 set forth in the Judgment.

13 12. Prior to the filing of this Stipulation, Defendants agree to provide the People
14 with a check or checks made out to "San Diego County District Attorney's Office" in an
15 amount of sufficient to pay for each Defendant's initial appearance fee in this matter.

16 13. This Stipulation may be signed in counterpart and on separate pages. A copy of
17 any signature, whether transmitted by mail, e-mail, or facsimile, shall be valid and binding as
18 an original signature.

19 14. Defendants will accept any Notice of Entry of Judgment by delivery to their
20 counsel of record through electronic service. Electronic service of the Notice of Entry of
21 Judgment will be deemed personal service upon Defendant for all purposes.

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1 IT IS SO STIPULATED.

2 FOR PLAINTIFF, PEOPLE OF THE STATE OF CALIFORNIA:

3 Dated: 5-21-25

ROB BONTA
Attorney General of California

4 By: Michael Elisofon
Michael E. Elisofon
Supervising Deputy Attorney General

5 Dated: 5/21/25

URSULA JONES DICKSON
Alameda County District Attorney

6 By: Andres H. Perez
Andres H. Perez
Assistant District Attorney

7 Dated: 5/20/25

NATHAN J. HOCHMAN
Los Angeles County District Attorney

8 By: Louis Morin
Louis Morin
Deputy District Attorney

9 Dated: May 20, 2025

LORI FRUGOLI
Marin County District Attorney

10 By: Michael K. Wear
Michael Wear
Deputy District Attorney

11 Dated: May 16, 2025

SUMMER STEPHAN
San Diego County District Attorney

12 By: Stephen M. Spinella
Stephen M. Spinella
Deputy District Attorney

13 Dated: May 16, 2025

BROOKE JENKINS
San Francisco District Attorney

14 By: Matthew Beltramo
Matthew Beltramo
Assistant District Attorney

15 Dated: May 20, 2025

CARLA RODRIGUEZ
Sonoma County District Attorney

16 By: Jessica Washington
Jessica Washington
Deputy District Attorney

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FOR DEFENDANTS:

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: 5/21/25

Dated: _____

APPROVED AS TO FORM:

Dated: 5/22/25

By: _____

Steven J. Vande Vegte
Pacific Magazine Billing, LP

By: _____

Steven J. Vande Vegte
Pacific Magazine Billing, Inc.

By: _____

Steven J. Vande Vegte
Gravity Resources, Inc.

By: _____

Steven J. Vande Vegte
Turkey Ranch Productions, Inc.


By:  _____

Joseph Petrucelli
Talbot Wolf, LLC (and specifically in
acknowledgment of paragraph 8 of the
Judgment)

By: _____


Steven J. Vande Vegte

Adkisson Pitet LLP

By:  _____
Christopher Pitet,
Attorneys for:
Pacific Magazine Billing, LP
Pacific Magazine Billing, Inc.
Gravity Resources, Inc.
Turkey Ranch Productions, Inc.
Talbot Wolf, LLC
Steven J. Vande Vegte

FOR DEFENDANTS:


Dated: 5/21/2025

By: 
Steven J. Vande Vegte
Pacific Magazine Billing, LP

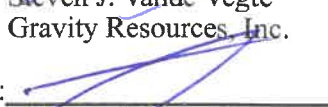
Dated: 5/21/2025

By: 
Steven J. Vande Vegte
Pacific Magazine Billing, Inc.

Dated: 5/21/2025

By: 
Steven J. Vande Vegte
Gravity Resources, Inc.

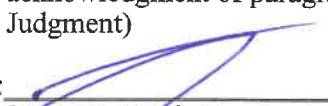
Dated: 5/21/2025

By: 
Steven J. Vande Vegte
Turkey Ranch Productions, Inc.

Dated: _____

By: _____
Joseph Petrucelli
Talbot Wolf, LLC (and specifically in
acknowledgment of paragraph 8 of the
Judgment)

Dated: 5/21/2025

By: 
Steven J. Vande Vegte

APPROVED AS TO FORM:

Dated: 5/22/25

Adkisson Piter LLP

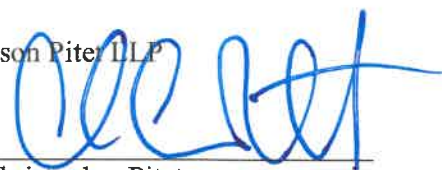
By: 
Christopher Pitet,
Attorneys for:
Pacific Magazine Billing, LP
Pacific Magazine Billing, Inc.
Gravity Resources, Inc.
Turkey Ranch Productions, Inc.
Talbot Wolf, LLC
Steven J. Vande Vegte

EXHIBIT 1

SUMMER STEPHAN
District Attorney, County of San Diego
STEPHEN M. SPINELLA, SBN 144732
Deputy District Attorney
330 West Broadway, Suite 750
San Diego, CA 92101
Telephone: (619) 515-8160
E-mail: steve.spinella@sdcdca.org
Attorneys for People of the State of California
(For a list of additional Plaintiff's counsel,
see attached Appendix attached to
Stipulation for Entry of Judgment.)

*Exempt from fees Pursuant
to Govt. Code § 6103*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

PACIFIC MAGAZINE BILLING LP, a California
limited partnership;
PACIFIC MAGAZINE BILLING, INC., a
California corporation;
GRAVITY RESOURCES, INC., a California
corporation;
TURKEY RANCH PRODUCTIONS, INC., a
California corporation;
TALBOT WOLF, LLC., a California limited liability
company; and
STEVEN VANDE VEGTE, an individual,

Defendants.

Civil Case No.:

**[PROPOSED] STIPULATED
FINAL JUDGMENT AND
PERMANENT INJUNCTION**

Plaintiff, the People of the State of California ("People"), by and through Rob Bonta,
Attorney General; Ursula Jones Dickson, District Attorney of Alameda County; Nathan J.
Hochman, District Attorney of Los Angeles County; Lori E. Frugoli, District Attorney of Marin
County; Summer Stephan, District Attorney of San Diego County; Brooke Jenkins, District
Attorney of San Francisco; and Carla Rodriguez, District Attorney of Sonoma County; and
Defendants Pacific Magazine Billing, LP, Pacific Magazine Billing, Inc., Gravity Resources,

1 Inc., Turkey Ranch Productions, Inc., Talbot Wolf, LLC, and Steven Vande Vegte
2 (“Defendants” or “Pacific Magazine”) by and through their attorneys, Adkisson Pitet LLP,
3 having stipulated to entry of this Stipulated Final Judgment and Permanent Injunction
4 (hereinafter “Final Judgment”); and the Court having considered the pleadings and good cause
5 appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

7 1. The Final Judgment has been reviewed by this Court and is found to have been
8 entered in good faith and to be, in all respects, just, reasonable, equitable, and adequate to
9 protect the public from the occurrence of future violations of the law.

10 2. Unless otherwise stated, all obligations imposed upon Defendants by the terms
11 of this Final Judgment are ordered pursuant to sections 17200, et seq., and 17500, et seq., of the
12 California Business and Professions Code, including sections 17203, 17206, 17535, and 17536.

13 3. The Parties waive the right to appeal this Final Judgment both as to form and
14 content.

15 **JURISDICTION AND VENUE**

16 4. The authority of the People to bring this action on behalf of the People is
17 derived from Business and Professions Code sections 17203, 17204, 17206, 17535, and 17536.

18 5. Defendants advertised and did business within the counties of Alameda, Los
19 Angeles, Marin, San Diego, San Francisco, Sonoma, and elsewhere throughout the state of
20 California during the time period of the wrongful acts alleged by the People.

21 6. Venue is appropriate in this Court because the wrongful acts alleged by the
22 People occurred in San Diego County and elsewhere throughout the State of California.

23 7. This Judgment pertains only to the parties hereto and is not intended to be and
24 should not be construed as an admission or waiver in any other action.

25 **APPLICABILITY**

26 8. The provisions of this Final Judgment are applicable to Defendants and, as
27 applicable, to each of their officers, directors, employees, agents, and representatives acting
28 within the course and scope of their agency and employment. The provisions shall also be

1 applicable to Defendants' subsidiaries, general and limited partners, successors and assignees of
2 Defendants, and to all persons, partnerships, agents, corporations, and other entities acting in
3 concert or in participation with Defendants and with actual or constructive knowledge of this
4 Final Judgment, with regard to the dissemination of solicitations for magazine subscriptions.
5 The term "Defendants" as used hereinafter shall mean and include all such persons and entities.
6 The injunctive provisions below shall also apply to Joseph Petrucelli. All obligations imposed
7 upon Defendants by the terms of this Stipulated Final Judgment are ordered pursuant to
8 Business and Professions Code sections 17203 and 17535, except where provided otherwise.

9 9. Nothing in this Final Judgment shall excuse Defendants from meeting any more
10 stringent requirements which may be imposed hereinafter by changes in applicable and legally
11 binding legislation, regulations, ordinances, and/or permits.

12 **INJUNCTIVE RELIEF**

13 10. Pursuant to Business and Professions Code section 17203 and 17204,
14 Defendants are hereby enjoined from engaging in any of the following business activities, to
15 the extent said activities either emanate from the State of California or are directed to any
16 person residing in this State:

17 a. Disseminating or causing to be disseminated any solicitation for or relating to
18 magazine subscriptions, whether on a renewal basis or otherwise;

19 b. Soliciting payment of money by means of any writing that reasonably could be
20 considered, construed as, or mistaken for a bill, invoice, or statement of account due, but is in
21 fact a solicitation for a new or renewal order; or,

22 c. Violating Business and Professions Code sections 17200 or 17500 by engaging
23 in false or misleading advertising practices.

24 **MONETARY RELIEF**

25 11. Civil Penalties: Pursuant to Business and Professions Code sections 17206 and
26 17536, Defendants shall be jointly and severally liable to pay civil penalties in the sum of two
27 hundred sixty-two thousand five hundred dollars (\$262,500), said amount to be used for the
28 enforcement of consumer protection laws and, pursuant to Government Code section 26506, to

1 be paid in the form of seven (7) certified checks each in the amount of thirty-seven thousand
2 five hundred dollars (\$37,500), made payable to the California Attorney General and the
3 District Attorneys' Offices of Alameda, Marin, Los Angeles, San Diego, San Francisco, and
4 Sonoma Counties, respectively.

5 12. Restitution: Pursuant to Business and Professions Code sections 17203 and
6 17535, Defendants shall pay *cy pres* restitution in the amount of twelve thousand five hundred
7 dollars (\$12,500) in the form of one certified check payable to the "California Consumer
8 Protection Prosecution Trust Fund," previously created by the Judgment and Permanent
9 Injunction, filed on September 21, 1989, in the case of *People v. ITT Consumer Financial*
10 *Corporation* (Alameda County Superior Court Case No. 656038-0) for the purpose of
11 enhancing the investigation, prosecution, and enforcement of consumer protection actions
12 brought pursuant to the unfair competition statutes of the State of California.

13 13. All payments required by this judgment shall be delivered to the San Diego
14 County District Attorney's Office, Attn: Deputy District Attorney Stephen Spinella at 330 West
15 Broadway, Suite 750, San Diego, CA 92101, no later than fourteen (14) days after the date of
16 entry of judgment.

17 OTHER MATTERS

18 14. IRS Reporting: Because monetary payments made in connection with this
19 Stipulated Final Judgment are reportable on IRS Form 1098-F, pursuant to and consistent with
20 26 U.S.C. section 6050X and 26 CFR § 1.6050X-1, Defendants shall, within 10 days of a
21 request, provide the People with: (i) an IRS Form W-9, and (ii) any other information the
22 People reasonably require to fulfill the reporting requirements.

23 RETENTION OF JURISDICTION

24 15. Jurisdiction is retained pursuant to Code of Civil Procedure section 664.6 for the
25 purpose of enabling the Parties to this Judgment to apply to the Court at any time for such
26 further orders and directions as may be necessary and appropriate for the construction or
27 carrying out of this Judgment, for the modification of any of its injunctive provisions, and for
28 the enforcement of, compliance with, and for the punishment of violations of the Judgment.

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EFFECT AND ENTRY

16. The clerk is directed to immediately enter this Final Judgment.

Dated: _____

JUDGE OF THE SUPERIOR COURT

SUMMER STEPHAN
District Attorney, County of San Diego
STEPHEN M. SPINELLA, SBN 144732
Deputy District Attorney
330 West Broadway, Suite 750
San Diego, CA 92101
Telephone: (619) 515-8160
E-mail: steve.spinella@sdcdca.org
Attorneys for People of the State of California
(For a list of additional Plaintiff's counsel,
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EFFECT AND ENTRY

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Dated: _____

JUDGE OF THE SUPERIOR COURT