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9 STATE OF CALIFORNIA

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 THE PEOPLE OF THE STATE OF
CALIFORNIA, by and through
13 DAWYN R. HARRISON, County Counsel for
14 the County of Los Angeles,

15 Plaintiff,

16 v.

17 PEACOCK TV LLC, a limited liability
18 company, a subsidiary of NBCUNIVERSAL
MEDIA LLC

19 Defendant.
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CASE NO.

**COMPLAINT FOR VIOLATIONS OF
CALIFORNIA BUSINESS AND
PROFESSIONS CODE §§ 17200 et seq.**

(Unlimited Action)

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NATURE OF THE ACTION

1. Plaintiff, People of the State of California, by and through Dawyn R. Harrison, County Counsel for County of Los Angeles (hereinafter People), hereby brings this action against Defendant Peacock TV LLC, a subsidiary of NBCUniversal Media, LLC (hereinafter Defendant), and alleges the following:

INTRODUCTION

2. The People bring this civil law enforcement to compel compliance by Defendant and its subsidiaries, affiliates and portfolio companies, with California's Unfair Competition Law (UCL), codified at Business and Professions Code (Bus. & Prof. Code) § 17200 et seq., California's Automatic Renewal Law (ARL), codified at Bus & Prof. Code § 17600 et seq., and the Restore Online Shoppers' Confidence Act (ROSCA) as defined by 15 United States Code (15 U.S.C.) § 8403, in order to seek (1) injunctive relief; (2) civil penalties for Defendant's past violations of these statutes; and (3) restitution for California consumers who have been aggrieved by Defendant's violations of the UCL and ARL.

3. Defendant operates a nationwide business that provides streaming services, including within the State of California, via an online platform that allows users to watch a variety of media content, such as movies, television (TV) shows, sports games, award shows, and other forms of media, on-demand over the internet.

4. To access Defendant's streaming services, consumers must enroll in automatic renewal subscription plans. In addition to standard priced subscription plans, Defendant frequently offers a wide range of promotional offers, including free trials. These promotional offers automatically revert to a standard priced subscription plan after the end of the promotional time period.

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5. Consumers wishing to enroll directly with Defendant's streaming services must create an account through Defendant's website or service platform, where they can activate a subscription plan.¹

6. Defendant, in providing streaming services through their streaming platform, has failed to comply with disclosure, consent, acknowledgment and cancellation requirements related to both their standard and promotional offers, in violation of the UCL, Bus. & Prof. Code § 17200 et seq., and ARL, Bus. & Prof. Code § 17600 et seq., with respect to California consumers.

PARTIES

Plaintiff

7. Plaintiff People of the State of California are hereby represented by and through Dawyn R. Harrison, County Counsel for the County of Los Angeles, who acts on their behalf pursuant to Bus. & Prof. Code §§ 17200, 17203, 17204, and 17206.

Defendant

8. Defendant, Peacock TV LLC, a subsidiary of NBC Universal Media LLC, is a limited liability company, with its principal place of business at 30 Rockefeller Plaza, New York, New York, 10112. Defendant has conducted business throughout the State of California.

9. Defendant has transacted business by providing streaming services including movies, TV, and news nationwide, including within the County of Los Angeles and elsewhere in the State of California, and the violations of law alleged herein have been carried out therein.

10. Whenever reference is made in this Complaint to any act of Defendant, such allegation shall be deemed to mean the Defendant, and its employees, agents, officers, directors and representatives who did act, or authorized such acts while actively engaged in the management, direction, or control of the affairs of said Defendant and while acting within the scope and course of their duties.

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¹ Peacock: Stream TV and Movies Online, Watch Live News and Sports

1 **JURISDICTION, VENUE, AND TOLLING OF STATUTE OF LIMITATIONS**

2 11. The Superior Court has original jurisdiction over this action pursuant to the
3 California Constitution, Article VI § 10, which grants the Superior Court original jurisdiction in
4 all causes other than those specifically enumerated therein.

5 12. Pursuant to California Code of Civil Procedure (Code of Civ. Proc.) § 410.10, this
6 action lies within the general jurisdiction of this Court, because the causes of action arise under
7 California law and Defendant do business within California. Defendant at all times mentioned in
8 this Complaint, has advertised and transacted business by selling online streaming services and
9 advertising to consumers within Los Angeles County.

10 13. This Court has personal jurisdiction over Defendant because Defendant regularly
11 solicited, advertised, transacted and performed business services in California and purposefully
12 directed its actions into California, including by publishing advertisements and their services on
13 their website available to consumer within the State. Defendant has the requisite minimum
14 contacts with California necessary to permit the Court constitutionally to exercise jurisdiction, and
15 to render that exercise of jurisdiction permissible under traditional notions of fair play and
16 substantial justice.

17 14. This Court has subject matter jurisdiction over the People's claims for restitution,
18 civil penalties, injunctive relief, and other equitable relief under the UCL.

19 15. Pursuant to Superior Court Local Rule 2.3 and Code of Civ. Proc. § 302, 393 and
20 395.5, venue is proper in the Superior Court as Plaintiff is seeking to recover penalties imposed by
21 statute, and as violations alleged in this Complaint occurred in part in the County of Los Angeles.

22 16. This case is an unlimited civil case because it is not one of the proceedings
23 described by statute as a limited civil case.

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1 **GENERAL ALLEGATIONS**

2 17. Between July 15, 2020, and present, Defendant in a course of conduct constituting
3 acts of unfair competition as defined by Bus. & Prof. Code § 17200 et. seq. the UCL, engaged in
4 unlawful conduct in violation of the ARL, Bus. & Prof. Code §§ 17601 and 17602, and ROSCA,
5 15 U.S.C. § 8403.

6 18. Defendant violated the ARL, Bus. & Prof. Code § 17600 et seq., as follows:

- 7 a. Failed to present in a "clear and conspicuous manner" the "automatic
8 renewal offer terms" to the request for consent before the subscription
9 agreement is fulfilled, as set forth in Bus. & Prof. Code § 17602(a)(1);
- 10 b. When offering a free gift or trial, failed to include a clear and conspicuous
11 explanation of the price that will be charged after the trial ends, as set forth
12 in Bus. & Prof. Code §17602(a)(1);
- 13 c. Failed to first obtain the consumer's affirmative consent to the automatic
14 renewal offer terms, including the terms of the free gift or promotional or
15 discounted price, prior to charging the consumer's credit or debit card, as set
16 forth in Bus. & Prof. Code §17602(a)(2);
- 17 d. Failed to provide an acknowledgement listing the automatic renewal offer
18 terms, and explaining the cancellation policy and how to cancel, as set forth
19 in Bus. & Prof. Code § 17602 (a)(3);
- 20 e. Failed to seek express affirmative consent to the automatic renewal offer
21 terms, as set forth in Bus. & Prof. § 17602 (a)(4);
- 22 f. Failed to provide an easy-to-use mechanism of cancellation, as set forth in
23 Bus. & Prof. § 17602 (c)(1);

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19. Defendant violated ROSCA as defined in as defined by 15 U.S.C. § 8403, as follows:

- g. Failed to provide text that clearly and conspicuously discloses all material terms before obtaining the consumer's billing information, as set forth in ROSCA, 15 USC § 8403 (1);
- h. Failed to obtain express informed consent before charging the consumer, as set forth in ROSCA, 15 USC § 8403 (2); and
- i. Failed to provide a simple mechanism for termination of services, as set forth in ROSCA 15 U.S.C. §8403 (3).

FIRST CAUSE OF ACTION

(Business and Professions Code § 17200 – Unlawful and Unfair Business Practices)

By the People against Defendant

20. Plaintiff re-alleges and incorporates by reference each and every one of the allegations contained in Paragraphs 1 through 19 of this Complaint.

21. Defendant is a "person" as defined by Bus. & Prof. Code § 17201, which includes "natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons";

22. Defendant has committed acts of unfair competition as defined by Bus. & Prof. Code § 17200 by engaging in unlawful, unfair and fraudulent acts and practices.

23. Defendant's acts are "unlawful" pursuant to Bus. & Prof. Code § 17201 in that they violated the ARL, pursuant to Bus. & Prof. Code §§ 17602, et.al. and ROSCA, pursuant to 15 U.S.C. § 8403 (1-3) as described above.

24. Defendant's acts are unfair pursuant to Bus. & Prof. Code § 17200, as defined by law both to Defendant's consumers and to its corporation because they obtained an unfair advantage over other businesses in the County that were complying with State law.

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25. As a direct and proximate result of the foregoing acts and practices, Defendant has received income, profit, and other benefits, which they would not have received had they not violated the UCL, Bus. & Prof. Code § 17200 et seq.;

26. The business practices as described above present a continuing threat to members of the public in that Defendant continues to enroll consumers in automatic renewal subscriptions and to collect money from consumers. Unless enjoined by the Court, the alleged unlawful and unfair practices by Defendant will continue.

27. The People are entitled to an injunctive order to cease unfair business practices alleged herein pursuant to Bus. & Prof. Code § 17535.

28. The People further seek civil penalties under Bus. & Prof. Code § 17536 for each violation of Bus. & Prof. Code § 17200.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. Pursuant to Bus. & Prof. Code § 17204, that Defendant, its successors, agents, representatives, employees, and all persons who act in concert with them, be preliminary and permanently enjoined from engaging in unfair competition as defined in Bus. & Prof. Code § 17200 et seq., including, but not limited to, the acts and practices alleged in this Complaint.

2. Pursuant to Bus. & Prof. Code § 17203 , that the Court enter all judgments as may be necessary to restore to any person in interest any money or property that may have been acquired by violations of Bus. & Prof. Code §§ 17200 et. seq. and 17500 et. seq., as may be proven at trial.

3. Pursuant to Bus. & Prof. Code § 17206, that Defendant be assessed civil penalty in an amount up to \$2,500 for each violation of Bus. & Prof. Code, § 17200 et seq., as may be proven at trial.

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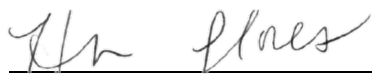
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- 4. That the People recover their costs of suit.
- 5. Such other and further relief that the Court deems appropriate and just.

DATED: July 15, 2025

Respectfully submitted,

DAWYN R. HARRISON
County Counsel

By 

HANNAH FLORES
Deputy County Counsel

Attorneys for Plaintiff
THE PEOPLE OF THE STATE OF CALIFORNIA