

## Adell v. Quixtar Inc. et al

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Adell v. Quixtar Inc. et al

**Case:** Adell v. Quixtar Inc. et al (2009)

**Subject Category:** State cases, California cases, Class Action

**Agency Involved:** Private civil suit

[Adell v. Quixtar Complaint.pdf](#)

**Complaint Synopsis:** Quixtar marketed and sold "Ribbon" gift cards. The cards had a "Redeem By" notice printed on them that was less than a year from the purchase date. 26 states have laws prohibiting gift cards from expiring, or forbidding gift cards from expiring before a number of years, generally between two and seven years. Plaintiffs alleged that Quixtar knew that the cards did not expire and printed the "Redeem By" date to encourage people to throw the cards away after the printed date. Quixtar claimed that the "Redeem By" date was to encourage prompt redemption.

**Consent Details:** Quixtar agreed to give each person to whom a dated, non-redeemed gift card was issued a \$50 non-dated gift card, or a card of higher value if the holder could prove that they had a higher valued card. Cards with a "Redeem By" date could exchange their cards for a new card without a "Redeem By" date. Additionally, Quixtar agreed to donate \$200,000 worth of Amway products to charity.

**Practical Importance to Business of MLM/Direct Sales/Direct Selling/Network Marketing/Party Plan/Multilevel Marketing:** Misleading language, or language that has a dual meaning, will be construed against the company if consumer loss results.

**Adell v. Quixtar Inc. et al.**, Case No. BC 405420 (2009): Quixtar marketed and sold "Ribbon" gift cards. The cards had a "Redeem By" notice printed on them that was less than a year from the purchase date. 26 states have laws prohibiting gift cards from expiring, or forbidding gift cards from expiring before a number of years, generally between two and seven years. Plaintiffs alleged that Quixtar knew that the cards did not expire and printed the "Redeem By" date to encourage people to throw the cards away after the printed date. Quixtar denied wrongdoing and claimed that the "Redeem By" date was to encourage prompt redemption.

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